

**SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT  
BOARD OF COMMISSIONERS REGULAR MEETING  
Everett Headquarters Building, 2320 California Street  
Zoom Online Platform Option Available**

**June 7, 2022**

**CONVENE REGULAR MEETING – 9:00 a.m. – Commission Meeting Room**

**Virtual Meeting Participation Information**

Join Zoom Meeting:

- Use link  
<https://us06web.zoom.us/j/88584232348?pwd=Q1l6akpkSmYzMj9hV3ErUWRJMKJldz09>
- Dial in: (253) 215-8782
- Meeting ID: 885 8423 2348
- Passcode: 441636

**1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION**

- A. Updates
  - 1. Media
  - 2. [Legislative](#)
  - 3. Other
- B. [Crown Castle Clinton Site Lease Amendment](#)
- C. [North Mountain Operations & Management Agreement](#)
- D. [Arlington Microgrid Update and Washington State Clean Energy Fund \(CEF4\) Feasibility Study Grants](#)

**RECONVENE REGULAR MEETING -1:30 p.m. – Commission Meeting Room/Virtual Meeting Participation**

**2. RECOGNITION/DECLARATIONS**

- A. [Team of the Month for June - Operator-In-Training](#)

**3. COMMENTS FROM THE PUBLIC**

Virtual Participation Information:

If you are attending the meeting virtually (using the link or number provided above) please indicate that you would like to speak by clicking “raise hand” and the Board President will call on attendees to speak at the appropriate time. If you are joining by phone, dial \*9 to “raise hand.”

**Continued →**

**4. CONSENT AGENDA**

- A. [Approval of Minutes for the Regular Meeting of May 17, 2022, and the Special Meeting of May 18, 2022](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

**5. ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. [Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement with Seattle SMSA Limited Partnership d/b/a Verizon Wireless, Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property](#)
- B. [Consideration of a Resolution Approving the Submittal of an Application and Authorization for a Grant from the Washington State Recreation and Conservation Office for the Sultan River Floodplain Activation Construction Project](#)

**6. [CEO/GENERAL MANAGER REPORT](#)**

**7. COMMISSION BUSINESS**

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [2022 Budget, Forecast, and Major Project Status Report - April](#)

**8. GOVERNANCE PLANNING**

- A. [Governance Planning Calendar](#)

**ADJOURNMENT**

June 17, 2022

Public Power Council (PPC) Forum of Elected Utility Leaders (FUEL)  
(Virtual) 9:30 a.m. – 11:00 a.m.

The next scheduled regular meeting is June 21, 2022

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at [www.snopud.com](http://www.snopud.com). The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Contact the Commission Office at 425.783.8611 for special accommodations or additional information.



## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 1

### TITLE:

CEO/General Manager's Briefing and Study Session

### SUBMITTED FOR: Briefing and Study Session

CEO/General Manager	John Haarlow	8473
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>N/A</u>	
Estimated Expenditure:	<u></u>	Presentation Planned <input type="checkbox"/>

### ACTION REQUIRED:

- |  |                                     |  |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion               | (Information)                       |  |
| <input type="checkbox"/> Policy Decision                 |                                     |  |
| <input type="checkbox"/> Statutory                       |                                     |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Executive Limitations, EL-9, Communications and Support to the Board – the CEO/General Manager shall...marshal for the board as many...points of view, issues and options as needed for fully informed Board choices.*

*List Attachments:*

CEO/General Manager's Briefing and Study Session attachments

## State Government Relations Activity Report

### STATE OVERVIEW

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- On May 25, Governor Jay Inslee and Lieutenant Governor Denny Heck both tested positive for COVID-19 after experiencing mild symptoms.
- On June 1, Governor Inslee rescinded [Proclamation 20-23](#) which addressed public utilities and waived/suspended certain statutes that regulate the operation of those utilities. Key provisions of this emergency order were previously rescinded, including the utility shutoff moratorium which was rescinded in September 2021. This rescission is technical in nature and effective immediately.
- The Department of Labor & Industry (L&I) filed emergency [outdoor heat exposure](#) and [wildfire smoke](#) rules to protect workers who work outdoor. When temperatures are at or above 89 degrees, the emergency heat rules require employers to:
  - Provide enough sufficiently cool water for each employee to drink at least a quart an hour;
  - Provide sufficient shade that is large enough for and close enough to workers;
  - Encourage and allow workers to take paid preventative cool-down breaks as needed; and,
  - Require a 10-minute, paid cool-down break every two hours.

The rule is to help keep workers safe this summer while L&I continues to develop permanent rules to address the hazards of working in extreme heat and wildfire smoke.

### KEY HEARINGS/PRESS CONFERENCES/MEETINGS

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- May 18 | Gov. Inslee [press conference](#) at the state Capitol
- May 25 | Washington State Department of Health [briefing on COVID](#)

### INTERESTING READS

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- The Seattle Times: [WA will soon put a price on carbon emissions for its biggest polluters. Here's how it will work](#)
- KIRO 7 News: [Washington 'not returning to broad mask requirements' amid uptick in COVID-19 cases](#)
- The Office of Governor Inslee: [Inslee appoints Miguel Duran to Snohomish County Superior Court](#)
- Crosscut: [7 factors driving electric vehicle policy forward](#)
- The Spokesman Review: [Washington Department of Labor and Industries enacts emergency heat, wildfire smoke protection for outdoor workers](#)



### Federal Government Relations Activity Report

#### FEDERAL OVERVIEW

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- The Biden Administration announced that U.S. households can [order](#) an additional eight free at-home COVID tests.
- President Biden [announced](#) that \$10 billion dollars from the American Rescue Plan have been designated to fund police departments and improve public safety.
- A bipartisan group of 19 Governors, including Gov. Inslee, sent a [letter](#) to the Biden administration urging them to expedite the preliminary determination in the Commerce Department's anti-circumvention probe into solar components from four Southeast Asian nations.
- The Washington State Congressional Delegation sent a [letter](#) to the Bonneville Power Administration urging them to "work in good faith with Blue Wolf Capital and appropriate labor groups to reach a competitive power agreement sufficient to reopen the Intalco aluminum smelter in Ferndale, Washington."
- The American Public Power Association & Large Public Power Association sent a joint [letter](#) to Secretary of Commerce on supply-chain constraints.
- On May 20, the White House announced the President's intention to renominate Chairman Richard Glick as a member of FERC. Glick joined FERC in November of 2017 and became chairman in 2021.
- The House Transportation Committee Approved the [Water Resources Development Act of 2022](#). The bill includes a provision to empower and expedite US negotiators working on the Columbia River Treaty. The legislation is expected to move to the floor for consideration by the full House in early June.
- One June 1, the White House announced a [National Initiative to Advance Building Codes](#) that would help state, local, Tribal, and territorial governments adopt the latest, current building codes and standards to improve resiliency to hurricanes, flooding, wildfires, and other extreme weather events that are intensifying due to climate change.

#### KEY HEARINGS/MARKUPS

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- May 17 | Senate Energy & Natural Resources Committee [hearing](#) on ways to strengthen the energy and mineral partnership between the U.S. and Canada to address energy security and climate objectives.
- May 17 | House Energy & Commerce Environment Subcommittee [hearing](#) on EPA's fiscal 2023 budget.
- May 17 | House Transportation Aviation Subcommittee [hearing](#) on addressing climate change at U.S. airports.
- May 18 | Senate Banking, Housing, & Urban Affairs Committee [hearing](#) on energy-efficient and resilient housing.
- May 18 | House Transportation & Infrastructure Committee [approved](#) the Water Resources Development Act of 2022.
- May 25 | House Committee on Education & Labor's Workforce [hearing](#) with Assistant Secretary of Labor for Occupational Safety and Health Doug Parker on the workplace safety agency's policies and fiscal year 2023 budget request.

#### INTERESTING READS

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- President Biden [Executive Order](#) and [Fact Sheet](#) on Strengthening the Nation's Forests, Communities, and Local Economies.
- Reuters: [Fed's Powell vows to raise rates as high as needed to kill inflation surge](#)
- Politico: [Granholm 'bullish' on Congress passing clean energy tax credits](#)
- Politico: [House Republicans to introduce climate change strategy with eye on midterms](#)
- Greenwire: [Supreme Court rules Biden admin can use climate metric](#)
- Clearing Up: [Canada, U.S. Discuss 'Contentious' Treaty Issues in Small Group Sessions](#)
- E&E: [Biden finds limited options for lowering gasoline prices](#)
- IAPP Privacy Advisor: [US lawmakers closing in on bipartisan privacy framework](#)
- Crosscut: [A guide to finding federal dollars in your community](#)

## Local Government Relations Activity Report

### LOCAL OVERVIEW

- On May 16, Snohomish County released the [2022 Point-in-Time Count on Homelessness](#) (PIT) designed to provide a snapshot of households experiencing homelessness on a single night in the county. The Feb 21, 2022 count identified 1,184 people in 953 households, the highest number since 2012. The PIT is required by state and federal funders and is used in program planning.
- On May 31, the Snohomish County Council assigned to the Finance & Economic Development Committee [proposed Motion 22-235](#) regarding the [apportionment of 2022 Public Utility District Privilege Taxes](#) in the amount of \$2,829,919.08 to cities and towns in Snohomish County. The Snohomish County Council - Finance & Economic Development Committee will meet on June 28 where this action will be considered, and then assigned back to full Council later for a voice vote.
- On May 31, the Snohomish County Council assigned the Finance & Economic Development Committee [proposed Ordinance 22-025](#) the creation of the Snohomish County Department of Economic Development. The purpose of the Department ensures the economic prosperity of the region through facilitation of collaborative public-private partnerships, promotion of a thriving economic climate, and encouraging the workforce to meet industry needs. The Snohomish County Council - Finance & Economic Development Committee will meet on June 28 where this action will be considered, and then assigned back to full Council later for a voice vote.
- On May 31, the Snohomish Health District Board of Health released [a joint statement](#) with Snohomish County citing a unanimously passed “resolution supporting the integration of the Health District and Snohomish County. The next step will be consideration of a Motion by the Snohomish County Council on June 8. If the Motion passes, it would formally begin the process of integration.”
- On June 1, the Snohomish County Council approved a [bid award](#) for portable air conditioners with delivery to participants in the Low-Income Home Energy Assistance Program (LIHEAP) for 2022-2023 in the amount of \$482,900 plus tax for 1,100 units.
- On June 1, the Snohomish County Council unanimously passed the following [Resolution 22-039: Southern Resident Orca Action Month](#) for June 2022.

### INTERESTING READS

- Everett Herald: [Is this the Interurban Trail? Advocates seek federal money.](#)
- Everett Herald: [New plan would merge Snohomish Health District with County](#)
- Everett Herald: [As remote work brings newcomers Sultan gets a boost and growing pains](#)
- Everett Herald: [Snohomish County seeks input on spending American rescue plan dollars](#)
- Everett Herald: [Snohomish County homelessness rose to 10 year high county shows](#)
- Smart Cities: [Infrastructure coordinators help cities pursue funding, evaluate projects](#)
- Everett Herald: [Sound Transit panel picks new CEO but won't say who it is](#)

# Crown Castle Clinton Site Lease Amendment

- Presented by Nick Johnston,  
Manager Telecommunications
- June 7, 2022



# Purpose

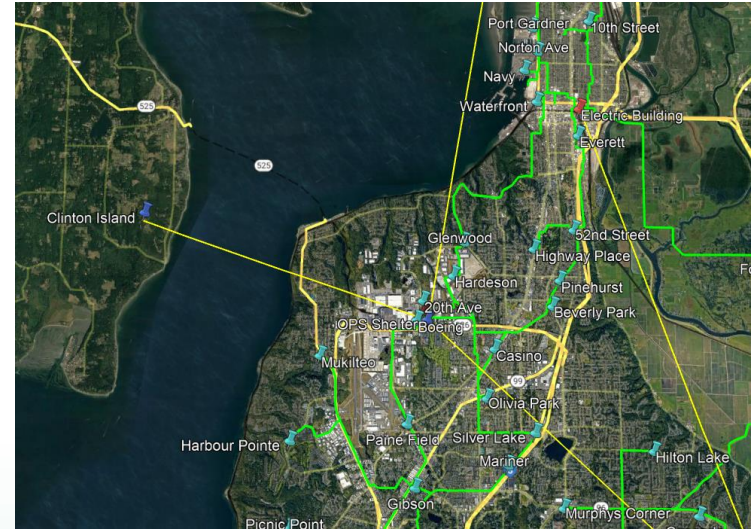
- Amend the Crown Castle Clinton Site Lease to include a microwave dish for data backhaul and an antenna for the advanced meter infrastructure (AMI) and distribution automation (DA) communication network.
- June 7, 2022 Commission meeting
  - Inform the commission for future approval.
- June 21, 2022 Commission meeting
  - Commission consideration of resolution ratifying prior amendment and authorizing new lease amendment for the addition of an AMI antenna.



# Background

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- The District Operates two land mobile radio systems at Clinton.
- Clinton is located outside the Districts service territory making traditional site construction difficult.
- The site is used to increase radio coverage along West facing waterfront areas (Edmonds, Mukilteo & Everett).
- District currently building a communication network to support advanced (AMI) and distribution automation (DA).
- Original Annual lease signed in 2003:
  - Signed by Telecom Superintendent Marjean Penny.
  - 50 automatic renewal terms of 12 months each.
  - Termination upon 180 days notice.
  - Current Monthly Rental Rate - \$6,245.30 per month (5% annual increase).



# Microwave Dish Amendment (2021)

- Crown Castle Clinton Site Lease was amended in October 2021 for the addition of a microwave communication system between Clinton and Ops and rent increase of \$2,000 per month (subject to 5% annual increase).
- Why Now?
  - SN0911 has transported the District's data since 2003 but will be leaving the site in 2023-2024.
- Benefits of a microwave communication path between Clinton and Operations Building:
  - More bandwidth (150 Mbps vs 3 Mbps).
  - Cost (\$2,800 per month vs. \$2,000).
  - Reliability.



# AMI Antenna Amendment (2022)

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Amendment proposed to Crown Castle Clinton Site Lease that will provide for the following:

- Installation of antenna used for a Sensus FlexNet base station to support AMI and DA.
- Required site for the Districts Connect UP project:
  - 88,491 electric meters.
  - 8,124 water meters.
  - 134 DA devices.
- Rent increase of \$275 per month (total monthly rent with Microwave dish and AMI antenna = \$6,520.30 (subject to 5% annual increase).



# Next Steps

- At the June 21, 2022 Commission meeting:
  - Commission consideration of resolution ratifying prior amendment and authorizing new lease amendment for the addition of an AMI antenna.







# North Mountain Operations & Management Agreement

June 7, 2022

Kris Scudder  
Principal Utility Analyst

# Purpose and Expectations

- This presentation will inform the board of a new North Mountain Operations and Maintenance agreement.
- No action is required today, next meeting we will be asking for a resolution to sign the new O&M contract.
- District staff is preparing a resolution to be submitted next commission meeting.

# North Mountain Substation

- North Mountain Substation serves the town of Darrington, WA and outlying areas including the Hampton Lumber Mill.
- North Mountain (NMT) is connected to an adjacent Seattle City Light 230kV line and has two power transformers for load service.
- North Mountain serves approximately 2,200 PUD customers and served 44,086MWh in 2021.

# Previous Agreement

- The previous agreement went into effect in August 1991 and expires July 31, 2022.
- This new agreement will replace the expiring agreement and update the contract for updated systems.

# New Agreement

- The new Operations and Maintenance Agreement is for 20 years unless extended, modified or terminated by mutual agreement of Seattle City Light and Snohomish County PUD.
- Ownership of the substation and facilities is shared and equipment ownership is detailed in the agreement.

# O&M Plans

- Each year Seattle City Light will send a comprehensive plan for routine operations and maintenance activities in the upcoming year.
- The district will have 30 days after receipt of the maintenance plan to request a meeting.

North Mountain O&M Plan Yearly Estimate			
Org Unit		Activity	
Field Operators		Substation inspection	
Field Operators		Alarm response	
		Switching	
Station Constructors		maintenance	
		Battery	
		Alarm response	
Relay		maintenance	
Meter		maintenance	
Communications		maintenance	
ROW Crew		Access Maintenance	
ROW Crew		Vegetation Management	
Security		Access Control maintenance	
Security		Inspection	
Capitol Project: Station Battery system replacement			
Yearly Estimate			
Note: Capitol Project projected to be completed in September			

# O&M Plans

- Each plan is broken out by month and details monthly activities.
- Capital projects will be included for the month of expected completion.
- SCL will try to provide 30 days notice for activities not included in the O&M schedule.

North Mountain O&M Plan September		
Org Unit	Activity	
Field Operators	Substation inspection	
Field Operators	Alarm response	
	Switching	
Station Constructors	maintenance	
Relay		maintenance
Meter		maintenance & testing
Communications		maintenance
ROW Crew		Access Maintenance
ROW Crew		Vegetation Management
Security		Access Control maintenance
Security		Inspection
Capital Project: Station Battery system replacement		
Monthly Estimate		





# Collaboration

- Collaborative efforts by district and Seattle City Light staff were instrumental in getting the new O&M contract in place.



**Seattle City Light**



# Next Steps

- Next commission meeting June 21, 2022, we will be asking for a resolution to sign the contract.
- Contract to go into effect August 1, 2022.

# Thank You



An aerial rendering of a proposed microgrid facility. In the foreground, a modern, single-story building with a grey roof and light-colored walls sits on a green lawn. To the left of the building, a large array of solar panels is installed on a sloped roof. A paved parking lot with several parking spaces is located to the right of the building. In the background, a dense forest covers a hillside under a blue sky with scattered clouds.

# *Arlington Microgrid Update and Washington State Clean Energy Fund (CEF4) Feasibility Study Grants*

**Scott Gibson** – Generation - Principal Engineer  
**Alex Chorey** – Transmission - Principal Engineer  
**Kris Scudder** – Power Supply - Principal Utility Analyst

# PREVIOUS PRESENTATIONS

2012

- Nov 6 – Energy Storage – Craig Collar

2013

- Dec 17 - WA. Clean Technology Alliance “Batteries Included” and WA. State Clean Energy Fund Smart Grid To Utilities – Craig Collar and Jason Zyskowski

2014

- May 27 – MESA Update – Jason Zyskowski
- Nov 3 - Energy Storage Update – Jason Zyskowski

2015

- April 6 – MESA 3 Project – Scott Gibson
- April 21 – Energy Storage Strategy – Craig Collar

2016

- Jan 19 – MESA 1 Update – Jason Zyskowski; Energy Storage Update & MESA 3 – Scott Gibson
- May 24 – MESA 2 Project Update – Chris Heimgartner

2017

- Feb 21 – Arlington Microgrid & Clean Energy Technology Center For Clean Energy Fund 2 – Tom DeBoer
- March 28 – Energy Storage MESA 2 Dedication

2018

- Feb 6 – Energy Storage Update – Mike Shapley, Jason Zyskowski, Scott Gibson

2019

- Sep 10 - Arlington Microgrid and Clean Energy Technology Center update - Scott Gibson

**2020**

- **Nov 3 – Energy Storage Update - Steve Larson and Scott Gibson**

# Today's Presentation

- Agenda

- Arlington Microgrid Update and Clean Energy Fund (CEF 4) Overview > Scott Gibson
- CEF4 Grant #1 – Tulalip Tribes Microgrids > Alex Chorey
- CEF4 Grant #2 – South Everett Solar Microgrid > Alex Chorey
- CEF4 Grant #3 – Tulalip Tribes Big Flats Solar + Storage > Kris Scudder



Clean Energy Center

North County Data Center

North County Local Office



12kV Electrical Distribution

MICRO GRID  
UTILITY GRID

480V Distribution

Vehicle to Grid (V2G) Controller

Solar Inverter with Grid Support Capabilities

Utility Interactive Inverter

Circuit Breaker with Relay Control

PCC (Point of Common Coupling)

Grid Tie Equipment



Electrical Grid



Electric Vehicles  
V2G



Photovoltaic System  
500 kW AC



Energy Storage  
1 MW / 1.4 MWh  
Lithium Ion

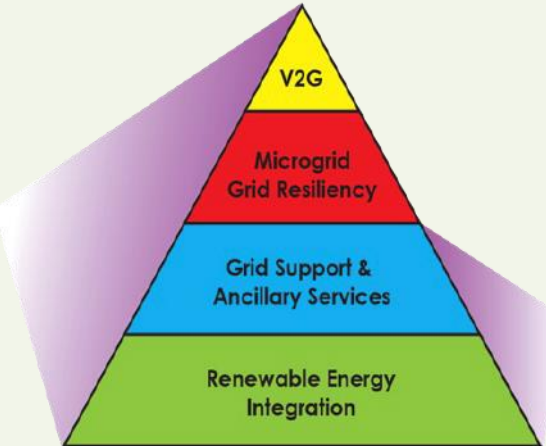


Emergency Generator  
350 kW

# Arlington Microgrid

The multiple uses of energy storage

MESA 3  
Arlington  
Microgrid



MESA 1  
MESA 2







# Goals and Use Cases (highlight indicates original goals)

- **Microgrids**

- Provide demonstrations and training for other utilities and customers who want to install their own microgrids

- **Battery Energy Storage Systems**

- *Provide back-up power to the data center and the future PUD community office*
- *Grid support - Peak shaving*
- Working with Pacific NW National Labs (PNNL) and First Responders to install and test Lithium-Ion fire safety systems
- Provide training to first responders from all over the region
- Working with Hitachi and PNNL to test and create standards for Grid Forming Inverters
- Continue to promote MESA (Modular Energy Storage Architecture)

- **Solar Array**

- *Solar smoothing* - pilot project with Bonneville Power Administration (BPA)
- Community Solar

- **V2G (Vehicle-to-Grid)**

- Working with Pacific NW National Labs (PNNL), Hitachi and Nissan to analyze and write papers on the following:
  - *Study grid impacts and benefits*
  - Use of utility-owned and customer-owned fleet vehicles as well as buses to provide capacity
  - V2G standards – communications and control
  - Electrical interconnection requirements
  - Battery degradation

## What has happened since last presentation - November 3, 2020

- Battery container arrived and installed: November 17, 2020
- Battery modules arrived and installed: November 19, 2020
- Vehicle-to-grid (V2G) system commissioned: January 2022
- Microgrid system testing and commissioning: 2021-2022
- Microgrid Commissioning complete: March 2022
- PUD and First Responder Training: February 2022
- University of Washington reports complete: April 13, 2022
- **Clean Energy Fund 2 Contract complete and final milestone invoiced: May 17, 2022**

# Installing the Battery Energy Storage System (11/17/20)



# Installing the Samsung Battery Modules (11/19/20)





# 1MW / 1.4MWh - Battery Energy Storage System



# Vehicle-to-grid (V2G)

- 2 x Level 2 chargers
  - 6kW bi-directional
- 2 x Electric Vehicles
  - Nissan Leaf
  - 40kWh and 62kWh
- Microgrid Controller
  - When islanded
- Distributed Energy Management System (DERMS)
  - When grid connected



## Arlington Microgrid Next Steps (2022 to 2024...)

- System improvements – Microgrid SCADA, remote access, fire safety improvements, etc.
- Operations and maintenance documentation for Substation Department
- Training with PUD crews and first responders (e.g., Arlington Fire Department)
- Collaborations, tours and demonstrations
- Connection to future PUD community office (2024)

# Clean Energy Fund 4 Grants > Grid Modernization

- Grant dollars are for **feasibility studies only**
- Benefits to Tribal communities and vulnerable populations are a key focus of the new round of funding
- Projects will receive priority if they benefit federally recognized Tribal governments, Tribal communities and vulnerable populations, and if they include a partnership with federally recognized Tribal governments or nonprofit organizations serving Tribal communities or vulnerable populations.
- \$150,000 max per project, \$1.6 million total available
- 18 projects selected for award: Avista, PSE, SCL, OPALCO, Energy NW, Tacoma Power, etc.
- PUD selected for 4 awards, 2 awards were combined into one, so now we are working towards three.



## Clean Energy Fund 4 (CEF4) Grants

- CEF4 Grant #1 – **Tulalip Tribes Microgrids for Administration Building and Gathering Hall**

Resolution for grant approval is ready – approve at June 21, 2022 commission meeting

- CEF4 Grant #2 – **South Everett Solar Microgrid** – Alex Chorey

Contract waiting for Commerce Preparation

- CEF4 Grant #3 – **Tulalip Tribes Big Flats Solar + Storage** – Kris Scudder

Contract waiting for Commerce Preparation

# CEF4 Grant #1 > Tulalip Tribes Microgrids

## Perform a feasibility study for installing renewable-energy-based microgrids at two critical Tulalip facilities

- **Tulalip Objectives:**

- Create “resilience zone” in the event of a long-term power outage
- Provide energy bill savings and prepare for future time-of-use rate schedule
- Supplement existing diesel generators to reduce carbon footprint and reliance on fossil fuels
- Solar + energy storage is a step towards energy security

- **PUD Objectives:**

- Demonstrate how renewable-energy-powered microgrids can be installed behind-the-meter
- Use the microgrid for grid support – energy arbitrage, peak shaving, etc.
- Explore potential of co-ownership of a battery energy storage system

# Tulalip Facilities

## > Tulalip Administration Hall

- 74,000 square-foot building on 6 acres
- 21 departments & services
  - Tribal Council Chambers
  - Administrative & Data Center
- Diesel generator provides backup power



## > Tulalip Gathering Hall

- 30,000 square-foot multi-use building
- Can accommodate 1,500 tribal members
  - Will serve as a critical community center during major disasters
- Diesel generator provides backup power



# CEF4 Grant #1 > Feasibility Study Process

- CEF4 Grant resolution and contract – ready for approval and signature
- Engineering Firm selection
  - Professional Services Contract (estimated \$150-200k)
  - With input from Tulalip Tribes
- 1 year to complete feasibility study
- Study done in collaboration with the tribes
- Goals for Study:
  - Evaluate best option for solar
  - Provide sizing options for energy storage system
  - Explore integration with existing infrastructure
  - Complete preliminary system technical design



## CEF4 Grant #1 > Feasibility Study Process

- CEF4 Grant resolution and contract – ready for approval and signature
- Engineering Firm selection
  - Professional Services Contract (estimated \$150-200K)
  - With input from Tulalip Tribes
- 1 year to complete feasibility study
- Study done in collaboration with the Tulalip Tribes
- Goals for Study:
  - Evaluate best option for solar
  - Provide sizing options for energy storage system
  - Explore integration with existing infrastructure
  - Complete preliminary system technical design



# CEF4 Grant #2 > South Everett Community Solar Project

## Perform a feasibility study for adding an energy storage component to the planned solar array

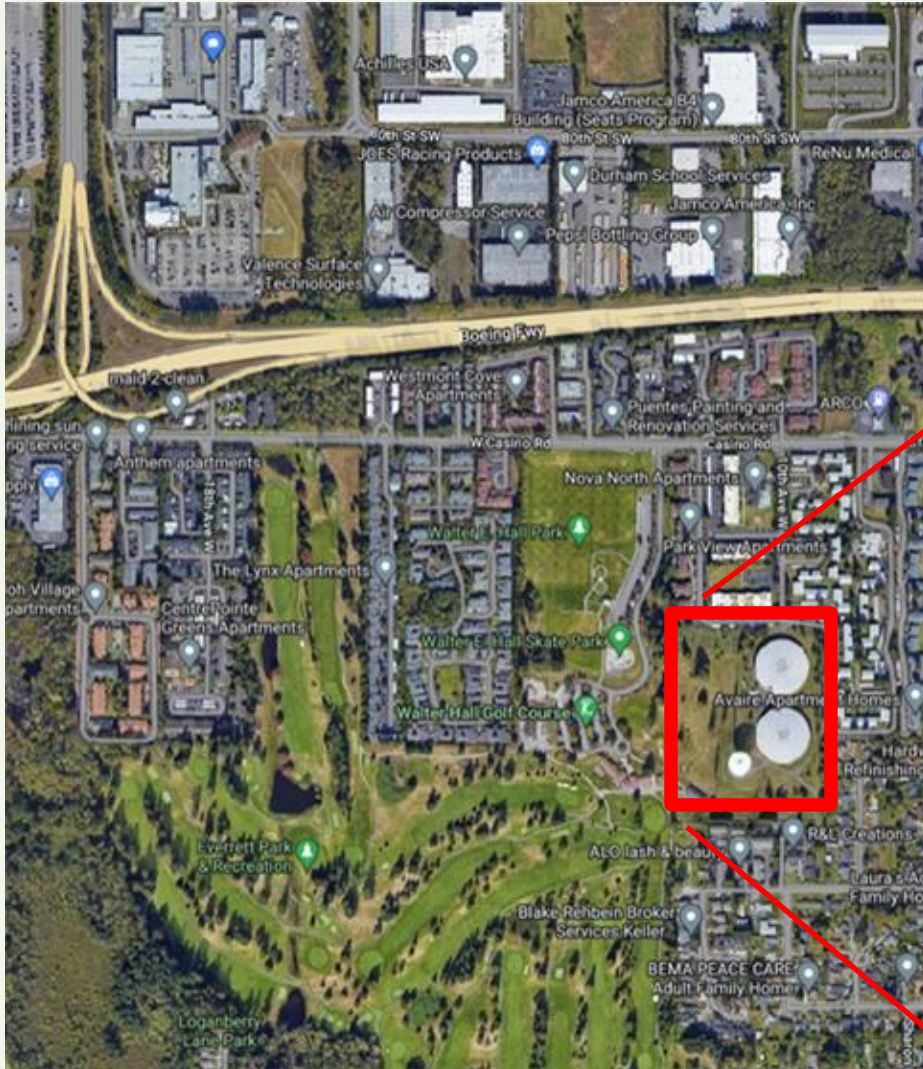
- **Community Objectives:**

- Reduce energy burden for income-qualified customers
- Provide benefits to highly impacted and vulnerable communities
- Supplement existing diesel generators to ensure reliable drinking water supply

- **PUD Objectives:**

- Increase grid reliability at the end of a highly loaded distribution feeder
- Explore the potential for a partnership with City of Everett to utilize energy storage in the event of outages
- Expand the PUD's experience with integrating microgrids into our electric system

# CEF4 Grant #2 > South Everett Community Solar Microgrid



- Study feasibility of adding energy storage component to planned solar array
  - Process will be similar to Tulalip projects
  - Approvals and timeline TBD





## CEF4 Grant #3 > Tulalip Tribes Big Flats Storage Integration



Feasibility study to determine the value of adding energy storage to a renewable resource.





# CEF4 Grant #3 > Tulalip Tribes Big Flats Storage Integration

Perform a feasibility study to integrate long duration storage into a proposed utility scale solar project.

- **Tulalip Tribal Objectives:**

- Study potential increases to the value of a Tribal-owned utility-scale solar plant with paired energy storage

- **PUD Objectives:**

- Study the individual and collective value proposition of energy storage when paired with a proposed renewable resource.



*Concept picture only*

## Clean Energy Fund 4 > Next Steps

- Approve and sign resolution for CEF4 Contract 1 on June 21, 2022 commission meeting.
- Engineering firm selected from pre-qualified list
- CEF4 allows for 1 year to complete feasibility study
- Actual project design and construction will occur pending feasibility study.
- Working with Washington State Department of Commerce and Washington State University to explore state and federal grants for project construction
- CEF4 Contract #2 and #3 pending Commerce preparation – possibly 1-2 months from today



# Questions ?

Alex Chorey, Kris Scudder, Scott Gibson





## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 2A

### TITLE

Team of the Month for June: Operator-In-Training Team

### SUBMITTED FOR: Recognition/Declarations

<u>Human Resources</u>	<u>Traci Brumbaugh</u>	<u>8626</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input checked="" type="checkbox"/>

### ACTION REQUIRED:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Decision Preparation | <input checked="" type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion    | (Information)                                  |  |
| <input type="checkbox"/> Policy Decision      |  |  |
| <input type="checkbox"/> Statutory            |  |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

The Operator-In-Training Team is being recognized for identifying an opportunity to enhance the training program by adding a layer of mentorship and real-life scenarios. The training program helps build the confidence of Equipment Operators, ensuring they feel valued and involved in their trade. The Team's commitment to uplifting and supporting trainees through the program is truly an inspiration and aligns with the District's dedication to facilitating a more inclusive culture.

### Members of Operator-In-Training Team

Josie Anderson, Office Technician 3  
Billy Binckley, Equipment & Driver Trainer  
Keith Ellison, Construction Superintendent  
Andy Tomaras, Major Equipment & Yard Lead  
Dan Jodock, Major Equipment & Yard Operator

Paul Kiss, Operations Superintendent  
John Rover, Operations Superintendent  
Jeff Fenney, Wire Foreman Andy  
Slade Wills, Assistant Lineman Training Coordinator  
Nate Wright, Asst Equipment & Driver Trainer

The Operator-in-Training Team will be presented by Aaron Janisko, Senior Manager Regional Design & Construction Services.

*List Attachments*  
Team Profile

## Operator-In-Training Team Builds Career Pathway

A team of District employees have been developing and finetuning a program that gives Entry-level helpers the skills they need to be successful Equipment Operators at the District. The Operator-In-Training program is an ongoing CI project that takes aspiring equipment operators and provides them with not only the skills to pass the equipment operator test, but the skills needed to do the job successfully and safely.

“Many Entry-level helpers would love to learn how to run the equipment,” said John Rover, Operations Superintendent. “This program provides a path to pursue that goal.”

The CI team that has developed the project is comprised of primarily experienced operators, lineman, and a few managers. Together they have worked to develop a program that has structure, consistency, and provides training on a variety of equipment. The team is constantly evaluating the program and working for ways to improve the training. Just recently, the team worked to build on the current program so that it provided more real-world experience to the operators in training.

“The Operator-In-Training Team is taking training to the highest level to ensure we have the most qualified, safe, proficient operators in the trade and to meet the customer experience we strive to deliver today and, in the future.” said Paul Kiss, Operations Superintendent.

Thus far about five people have successfully completed the training program.

“When I reflect on the operator training efforts what I see are skilled operators who want to give back to the trade by building a pathway for the next person,” said John. “It is great to work with a group that is focused on making a positive difference for the next generation. The work has not been easy, but it has been rewarding and a great testament to our PUD values.”

The team is continuing to meet and refine the program so that it provides the best experience and training possible.

“This is part of what we mean when we talk about building a more inclusive culture at the District,” said Guy Payne, Assistant General Manager Distribution and Engineering. “I want to applaud this team's commitment to uplifting and supporting trainees and creating an opportunity for growth in the trade. Your hard work embodies what it means to be a member of Team PUD.”

Operator-In-Training Team:

Jeff Fenney	Wire Foreman	Monroe
John Rover	Operations Superintendent	Arlington
Andy Tomaras	Major Equipment & Yard Lead	OPS
Keith Ellison	Construction Superintendent	Lynnwood
Slade Wills	Assistant Lineman Training Coordinator	Arlington
Billy Binckley	Equipment & Driver Trainer	Arlington
Dan Jodock	Major Equipment & Yard Operator	OPS
Josie Anderson	Office Technician 3	Stanwood

Paul Kiss  
Nate Wright

Operations Superintendent  
Assistant Equipment and Driver Trainer

Everett  
Lynnwood

**COMMENTS FROM THE PUBLIC**





## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 4A

### TITLE

Approval of the Minutes for the Regular Meeting of May 17, 2022, and the Special Meeting of May 18, 2022

### SUBMITTED FOR: Consent Agenda

Commission _____	Allison Morrison _____	8037 _____
Department _____	Contact _____	Extension _____
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input type="checkbox"/>

### ACTION REQUIRED:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion    | (Information)                       |  |
| <input type="checkbox"/> Policy Decision      |                                     |  |
| <input checked="" type="checkbox"/> Statutory |                                     |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Governance Process, Board Job Description: GP-3(4) ... a non-delegable, statutorily assigned Board duty as defined under RCW 54.12.090 - minutes.*

*List Attachments:*

Preliminary Minutes

**PRELIMINARY  
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

**Regular Meeting**

**May 17, 2022**

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The Regular Meeting, held virtually, was convened by President Tanya Olson at 10:00 a.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones; other District staff; Commission & Executive Services Director Melissa Collins; Assistant Clerk of the Board Allison Morrison; and Deputy Clerk of the Board Jenny Rich.

**\* Items Taken Out of Order**

**\*\*Non-Agenda Items**

**\*\*Commissioner Olson read the following statement:**

In accordance with the governor's Proclamation 20-28.15, we are holding meetings remotely.

**1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION**

**A. Updates**

1. Community Engagement. Communications and Marketing Representative Laura Zorick and Operations Superintendent Cassie Houser reported on the District's recent Community Engagement activities.

The meeting recessed at 10:02 a.m. for technical difficulties and reconvened at 10:10 a.m.

2. Legislative. Director, Government, External Affairs & Strategy Kim Johnston would provide information on an Executive Order recently signed by President Joe Biden related to Forest Communities in the next Legislative report.
3. Other. There were no other topics.

**B. Verizon Wireless Master License Agreement**

Manager, Joint Use and Permits Moe Matthews provided information on a Master License Agreement (MLA) with Verizon Wireless.

The next step is consideration of a Resolution authorizing the MLA at the June 7, 2022, Commission meeting.

**C. Sultan River Floodplain Activation Project**

Senior Environmental Coordinator Dawn Presler provided a presentation on the Sultan River Floodplain Project that included an overview of the future WA Recreation & Conservation Office (RCO) grant for the design of the project.

The next step was to return to the Commission on June 7, 2022, for approval of a Resolution authorizing the filing of the grant application with RCO.

The meeting recessed at 10:37 a.m.

### **RECONVENE REGULAR MEETING**

The Regular Meeting, held virtually, was reconvened by President Tanya Olson at 1:30 p.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones; other District staff; members of the public; Commission & Executive Services Director Melissa Collins; Assistant Clerk of the Board Allison Morrison; and Deputy Clerk of the Board Jenny Rich.

#### **\* Items Taken Out of Order**

#### **\*\*Non-Agenda Items**

\*\*Commissioner Olson read the following statement:

In accordance with the governor's Proclamation 20-28.15, we are holding meetings remotely.

### **2. COMMENTS FROM THE PUBLIC**

Gayla Shoemake commented on the Commission website.

Evan Briggs, Mill Creek, commented on third-party billing.

### **3. CONSENT AGENDA**

#### **A. Approval of Minutes for the Regular Meeting of May 3, 2022**

Amended Minutes for the Regular Meeting of May 3, 2022, were provided at places, by reference made a part of the packet.

#### **B. Bid Awards, Professional Services Contracts and Amendments**

#### **C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers**

Public Works Contract Award Recommendations Over \$25,000:

Instructions to Bidders No. 22-1245-KS with TRICO Companies, LLC

Request for Proposal No 22-1266-BI with AtWork Commercial Enterprise LLC

Request for Proposal No. 22-1267-SC with Pelco Construction, Inc.

Request for Proposal No. 22-1277-BI with Kemp West, Inc.

Formal Bid Award Recommendations \$120,000 and Over:

None

Professional Services Contract Award Recommendations \$200,000 and Over:

None

Miscellaneous Contract Award Recommendations \$200,000 and Over:

None

Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

Purchase Order No. 4500076554 with Global Rental Company

Amendments:

Purchase Order No. 4600001494 with Wright Express (WEX Bank)

Sole Source Purchase Recommendations:

None

Emergency Declarations, Purchases and Public Works Contracts:

None

Purchases Involving Special Facilities or Market Condition Recommendations:

None

Formal Bid and Contract Amendments:

Professional Services Contract No. CW2230203 with Moss Adams LLP

A motion unanimously passed approving Agenda Items 3A – Approval of the Minutes for the Regular Meeting of May 3, 2022, as amended; 3B – Bid Awards, Professional Services Contracts and Amendments; and 3C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers.

#### **4. PUBLIC HEARING AND ACTION**

##### **A. Consideration of a Resolution Amending Retail Electric Vehicle Charging Rate Schedule 83**

President Olson convened the public hearing. There being no questions or comments from the public, the public hearing was closed.

A motion unanimously passed approving Resolution No. 6056 amending Retail Electric Vehicle Charging Rate Schedule 83.

##### **B. Consideration of a Resolution Declaring a Portion of Certain District Real Property (Tax Parcel No. 27041300201500) Situated in the City of Bothell, Snohomish County, Washington, to be Surplus and Authorizing Transfer of the Property to JM1 Holdings, LLC.**

President Olson convened the public hearing.

Ryan Larsen, with Land Pro Group, commented on the Resolution.

A motion unanimously passed approving Resolution No. 6057 declaring a portion of certain District real property (Tax Parcel No. 27041300201500) situated in the City of Bothell, Snohomish County, Washington, to be surplus and authorizing transfer of the property to JM1 Holdings, LLC.

- C. Consideration of a Resolution Declaring Certain Property Interests of the District in a Portion of Certain Real Property (Tax Parcel No. 28050700105700) Situated in Snohomish County, Washington, to be Surplus and Authorizing the Granting of an Easement in Favor of Puget Sound Energy, Inc.

President Olson convened the public hearing. There being no questions or comments from the public, the public hearing was closed.

A motion unanimously passed approving Resolution No. 6058 declaring certain property interests of the District in a portion of certain real property (Tax Parcel No. 28050700105700) situated in Snohomish County, Washington, to be surplus and authorizing the granting of an easement in favor of Puget Sound Energy, Inc.

## **5. ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. Consideration of a Resolution Authorizing the CEO/General Manager or Treasurer of Public Utility District No. 1 of Snohomish County to Purchase Insurance Coverage From Various Providers for and on Behalf of the District

An amended Exhibit A was provided at places, by reference made a part of the packet.

A motion unanimously passed approving Resolution No. 6059 authorizing the CEO/General Manager or Treasurer of Public Utility District No. 1 of Snohomish County to purchase insurance coverage from various providers for and on behalf of the District, as amended.

- B. Consideration of a Resolution Ratifying Declaration of Certain Supplies as Surplus Property and Ratifying the Disposal of Such Supplies

A motion unanimously passed approving Resolution No. 6060 ratifying declaration of certain supplies as surplus property and ratifying the disposal of such supplies.

- C. Consideration of a Resolution Approving a Memorandum of Agreement Between the City of Sultan and Public Utility District No. 1 of Snohomish County Related to Interim Retail Water Service for Certain Buildings at the Henry M. Jackson Hydroelectric Project

A motion unanimously passed approving Resolution No. 6061 approving a Memorandum of Agreement between the City of Sultan and Public Utility District No. 1 of Snohomish County related to interim retail water service for certain buildings at the Henry M. Jackson Hydroelectric Project.

**6. CEO/GENERAL MANAGER REPORT**

CEO/General Manager John Haarlow reported on District related topics and accomplishments.

**7. COMMISSION BUSINESS****A. Commission Reports**

The Commissioners reported on Commission related activities and Board related topics.

**B. Commissioner Event Calendar**

Commissioner Logan advised that he would be attending a meeting with Snohomish County Councilmember Nate Nehring on May 18, 2022.

**8. GOVERNANCE PLANNING****A. Governance Planning Calendar**

Board training with Anne Macfarlane has been confirmed for the August 2, 2022, Commission meeting.

**ADJOURNMENT**

There being no further business or discussion to come before the Board, the Regular Meeting of May 17, 2022, adjourned at 2:15 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 7<sup>th</sup> day of June, 2022.

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Secretary

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President

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Vice President



**PRELIMINARY  
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

**Special Meeting**

**May 18, 2022**

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The Special Meeting was convened by President Tanya Olson at 10:00 a.m. at the Arlington Microgrid and Clean Energy Center located at 17601 59<sup>th</sup> Avenue NE, Arlington, Washington. Those attending were Sidney Logan, Secretary; CEO/General Manager John Haarlow; Assistant General Manager Jason Zyskowski; other District staff; and Commission & Executive Services Director Melissa Collins.

**NATIONAL CONFERENCE OF STATE LEGISLATORS – MICROGRID TOUR**

President Tanya Olson and Secretary Sidney Logan, along with District staff and State Legislators attended the National Conference of State Legislators – Microgrid Tour.

**ADJOURNMENT**

The Special Meeting of May 18, 2022, adjourned at 12:15 p.m.

Approved this 7<sup>th</sup> day of June 2022.

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Secretary

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President

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Vice President



## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 4B

### TITLE

CEO/General Manager's Report of Public Works Contract Award Recommendations; Formal Bid Award Recommendations; Professional Services Contract Award Recommendations; Miscellaneous Contract Award Recommendations; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations

### SUBMITTED FOR: Consent Agenda

<u>Contracts/Purchasing</u>	<u>Clark Langstraat</u>	<u>5539</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input type="checkbox"/>

### ACTION REQUIRED:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion    | (Information)                       |  |
| <input type="checkbox"/> Policy Decision      |                                     |  |
| <input checked="" type="checkbox"/> Statutory |                                     |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Governance Process, Board Job Description, GP-3(4) ... non-delegable, statutorily assigned Board duty – Contracts and Purchasing.*

The CEO/General Manager's Report of Public Works Contract Award Recommendations Over \$25,000; Formal Bid Award Recommendations \$120,000 and Over; Professional Services Contract Award Recommendations \$200,000 and Over; Miscellaneous Contract Award Recommendations \$200,000 and Over; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations contains the following sections:

Public Works Contract Award Recommendations Over \$25,000 (Pages 1-2);  
Request for Proposal No. 22-1276-SC with Interwest Construction, Inc.  
Request for Proposal No. 22-1284-BI with Reece Construction Company

Formal Bid Award Recommendations \$120,000 and Over;  
None

Professional Services Contract Award Recommendations \$200,000 and Over (Pages 3-6);  
Professional Services Contract No. CW2247958 with Orrick Herrington Sutcliffe  
Professional Services Contract No. CW2248037 with HCL America, Inc.  
Request for Proposal No. 21-1233-HL with HCL America, Inc.

Miscellaneous Contract Award Recommendations \$200,000 and Over;  
None

Interlocal Agreements and Cooperative Purchase Recommendations (Pages 7-8);  
Contracts:  
Purchase Order No. 4500077051 with Altec Industries, Inc.  
Purchase Order No. 4500077169 with CDW-G  
Amendments:  
None

Sole Source Purchase Recommendations;  
None

Emergency Declarations, Purchases and Public Works Contracts;  
None

Purchases Involving Special Facilities or Market Condition Recommendations;  
None

Formal Bid and Contract Amendments;  
None

Contract Acceptance Recommendations (Page 9);  
Public Works Contract No. CW2245388 with Davey Tree Surgery Company

*List Attachments:*  
June 7, 2022 Report

**Public Works Contract Award Recommendation(s) Over \$25,000**  
**June 7, 2022**

**RFP No. 22-1276-SC**

Sky Valley Switching Station  
Site Construction

No. of Bids Solicited:	14	
No. of Bids Received:	1	
Project Leader & Phone No.:	Will Blanchard	Ext. 4303
Estimate:	\$2,700,000.00	

Work consists of all labor, qualified employees, materials, transportation, traffic control, tools, equipment, permits, and supplies, as specified, necessary to construct a complete and functional switching station site and related facilities. The work location is 19622 Tjerne Place SE, Monroe, in Snohomish County, Washington.

<u>Contractor</u>	<u>Subtotal (w/o tax)</u>
<b>Award To: Interwest Construction, Inc.</b>	<b>\$3,043,437.50</b>

Summary Statement: Staff recommends award to Interwest Construction, Inc., the low evaluated bidder, in the amount \$3,043,437.50, plus tax.

Interwest mistakenly calculated their mobilization progress payment on the total bid rather than the base bid. This resulted in a mobilization amount that exceeded the required maximum of 5%. Following the bid they recalculated the progress payment schedule, reducing the mobilization amount and increasing the demobilization amount. The amount of the bid remains unchanged and Interwest remains the apparent low bidder.

**Public Works Contract Award Recommendation(s) Over \$25,000**  
**June 7, 2022**

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**RFP No. 22-1284-BI**

Twin City Restoration;  
Pioneer Hwy and 72<sup>nd</sup> Ave NW,  
Stanwood

No. of Bids Solicited:	16	
No. of Bids Received:	4	
Project Leader & Phone No.:	JC Dahlbeck	Ext. 4489
Estimate:	\$315,000.00	

The work to be performed is grind/overlay and sidewalk restoration along Pioneer Hwy and 72<sup>nd</sup> Avenue NW in the City of Stanwood, Snohomish County, Washington. The contractor shall provide all labor, tools, equipment, materials, light, power, water, transportation, and other facilities necessary for the successful execution and completion of the work.

<u>Contractor</u>	<u>Subtotal (w/o tax)</u>
<b>Award To Reece Construction Company</b>	<b>\$ 241,675.00</b>
Fidalgo Paving & Construction LLC	\$ 269,410.50
Central Paving LLC	\$ 301,183.50
Lakeside Industries, Inc.	\$ 459,476.50

Summary Statement: Staff recommends award to Reece Construction Company, the low evaluated bidder, in the amount \$241,675.00, plus tax.

Fidalgo Paving & Construction LLC did not include the required bid security and is therefore considered non-responsive.

**Professional Services Contract Award Recommendation(s) \$200,000 And Over  
June 7, 2022**

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**PSC No. CW2247958**  
2022A Electric System Bonds

No. of Bids Solicited:	N/A
No. of Bids Received:	1
Project Leader & Phone No.:	Anne Spangler Ext. 8688
Contract Term:	5/20/22 – 12/30/22

The District has determined that it is economically advantageous to issue tax-exempt Electric System Revenue Bonds. Given the current outstanding bonds and potential volatility in the market, Finance staff has requested that bond counsel begin preparation of the necessary documents as soon as possible in order to capture the best possible rates for the District.

	<u>Consultant</u>	<u>Not-to-Exceed Amount (tax n/a)</u>
<b>Award To</b>	<b>Orrick Herrington Sutcliffe</b>	<b>\$225,000.00</b>

Summary Statement: Staff recommends award to Orrick Herrington Sutcliffe, as bond counsel and disclosure counsel to the District. They shall perform legal services in connection with the proposed issuance by the District of tax-exempt Electric System revenue bonds (the “2022 ES Bonds”).



**Professional Service Contract Award Recommendation(s) \$200,000 And Over  
June 7, 2022**

**PSC No. CW2248037**

Contract Lease Management (CLM)  
Implementation for GASB 87  
Compliance

No. of Bids Solicited:	0
No. of Bids Received:	0
Project Leader & Phone No.:	Cindy Dayley      Ext. 8515
Estimate:	\$566,025.92

The District is seeking a consultant to implement the Contract Lease Management (CLM) module in SAP to meet GASB 87 compliance requirements set by the Governmental Accounting Standards Board (GASB). Compliance with these requirements is required by December 2022. GASB 87 was created to increase visibility and to remove ambiguity around lease obligations in financial disclosures, particularly in the Statements of Net Position and Statement of Revenues, Expenses, and Changes in Net Position.

The GASB 87 implementation is part of a multi-phase project to redesign the District's Other Accounts Receivable (OAR) processes. The initial blueprinting and design work was awarded to HCL after they were selected by a competitive RFP process. This first phase is complete and the project team is now focused on implementing GASB 87 and the desired changes to the OAR processes.

To meet the quickly approaching GASB 87 due date, staff is recommending award of this work to HCL based on their experience, SAP knowledge, strong understanding of the requirements and familiarity with District processes. Additionally, HCL was key in development and design of the plan and timeline to implement the CLM module to meet the compliance requirement. The CLM module and required SAP modifications will take approximately 6 months

The remaining OAR process redesign phase will be implemented under a separate Award Recommendation to be presented to the Board at a later date.

	<u>Consultant</u>	<u>Not-to-Exceed Amount (tax n/a)</u>
<b>Award To</b>	<b>HCL America, Inc.</b>	<b>\$566,025.92</b>

Summary Statement:      Staff recommends award to HCL America, Inc. to provide the required professional services to implement the CLM module and required SAP modifications to meet the GASB 87 compliance requirements in the amount of \$566,025.92.

By approval of this bid award recommendation, the Board authorizes the District's CEO/General Manager or his designee to enter into the necessary agreements with HCL America, Inc., in a form approved by General Counsel, for provision of the necessary professional implementation services, in accordance with the terms and conditions described above and additional terms and conditions mutually acceptable to the parties.

## Professional Services Contract Award Recommendation(s) \$200,000 And Over June 7, 2022

### **RFP No. #21-1233-HL**

SAP Application Management  
Support Services

No. of Bids Solicited:	60
No. of Bids Received:	8
Project Leader & Phone No.:	Steve Eaton Ext. 1763
Contract Term:	6/21/2022 – 6/20/2025

SAP is the District's core technology system that enables most business processes, integrations to other systems, and system of record for much of the company's data. The supported business capabilities include Application Lifecycle Management (ALM), Budget to Report (B2R), Enterprise Application Management (EAM), Hire to Retire (H2R) and Procure to Pay (P2P), and expanded upon Meter to Cash (M2C). Integrations range from operational technologies such as Advance Distribution Management System (ADMS), Customer Self Service, Payroll, and many more. The ability to support and enhance SAP is critical to current and future business needs. A wide range of expertise is required to configure and develop the SAP solution. The District is employing a supplemental Application Management Services (AMS) strategy as a cost-effective resource approach to provide flexible capacity to meet District priorities. The AMS contract is instrumental in balancing and managing ITS' many competing priorities from continuous improvement programs, strategic projects, and operational support. AMS allows the District to supplement current staff at a reasonable cost while also allowing for quickly scaling up, down or obtaining specific skillsets without increasing long term FTEs.

SAP supplemental support has been provided by an AMS consultant to address capacity gaps since SAP went live in 2010. AMS is a long-term strategy for companies to meet ongoing system support needs while managing costs. This award recommendation is a continuation of ITS' resource strategy and represents an 8% extension of ITS capacity

On November 29, 2021, the District advertised a Request for Proposals to provide SAP application management support services for its implemented SAP applications. The RFP included the following services:

- Provide supplemental Application Management Services for the District's SAP ERP/EAM system.
- Provide technical support services with strong SAP functional, development, HANA and BASIS capabilities.
- Provide support for addressing requests, defects, and incidents beyond current staffing capacity.
- Provide application design, configuration, build, and implementation services for planned changes.
- Using District tools to follow District standards on quality and accuracy in development, configuration, and documentation of deliverables

The RFP was sent to 60 consultants, and eight responses were received from:

- Avertra Corp
- Deloitte Consulting
- HCL America, Inc.
- Quintel Management Consulting
- Sage Group Technologies
- Sure Power Consulting
- Utegration, LLC
- V3IT Consulting, Inc.

Each proposal was reviewed to evaluate the Consultant's ability to meet the minimum requirements noted in the RFP:

- Meet the District's minimum support requirements.
- Provide resources that have a minimum of 3 years' experience.
- Currently supporting a minimum of 2 utilities.

Based on this review, three consultants were short-listed: Deloitte Consulting, HCL America, Inc., and Utegration, LLC.

Each short-listed Consultant attended a remote meeting to discuss their proposal in greater detail including their support services, strategy, availability of resources/experience, and proven experience with Application Management Support Services, all to the extent applicable to the specific services being proposed by the consultant.

Based on each firm's ability to meet the requirements set forth in the RFP, past experience in working with each firm, and the remote interview, all three firms performed equally well. The determining factors for recommending award to HCL were the hourly rates, providing dedicated/experienced resources, their familiarity with District systems and processes, no downtime or reduction in support during onboarding and their ability to provide strategic planning for the District's SAP environment.

The scope of work under the contract provides for the establishment of supplemental resources with variable skills and billing rates, thus providing flexibility in the adjustment of resources as needed to respond to and meet the District's requirements. On an annual basis, the Consultant may submit a request for an adjustment to the hourly rates set forth in the contract, which adjustment equals three percent (3%).

Staff recommends that the District execute a Professional Services Contract with HCL America, Inc. to provide SAP application management support services on an hourly rate basis, plus expenses, for a not-to-exceed amount of \$1,651,535.00 for the initial three-year term, as more fully set forth in the Contract. After the initial contract term, the District may exercise an option to extend the contract for two additional one-year terms, provided that staff will seek Board approval for any such extension.

	<u>Consultant</u>	<u>Not-to-Exceed Amount (tax n/a)</u>
<b>Award To</b>	<b>HCL America, Inc.</b>	<b>\$1,651,535.00</b>

Summary Statement: By approval of this bid award recommendation, the Board authorizes the District's CEO/General Manager or his designee to enter into the necessary agreements with HCL America, in a form approved by General Counsel, for provision of the necessary SAP application management support services for a three-year term and not-to-exceed amount of \$1,651,535.00, in accordance with the terms and conditions described above and additional terms and conditions mutually acceptable to the parties.

## **Cooperative Purchase Recommendations**

### **June 7, 2022**

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State law permits a public agency to purchase from a contract entered into by another public agency as long as the contract is determined to have been awarded in compliance with the bidding requirements of the agency seeking to make the purchase, provided that the requirement for advertising or providing notice for bids is deemed satisfied if the awarding entity advertises according to its own bidding requirements, and either (i) posts the advertisement on any website sponsored by a public agency, purchasing cooperative or similar service provider, or (ii) provides an access link on the state's web portal to the notice. District staff have verified through documentation and/or individual questions to the applicable awarding entity that the bid process used for each purchase recommended below meets the District's procurement requirements.

Accordingly, staff recommends approval of the following contracts/amendments:

#### **A. CONTRACTS**

Awarded Vendor Name: Altec Industries, Incorporated \$590,117.00

Purchase Order Number: 4500077051

Sourcewell Contract #110421-ALT.

Description of Purchase:

Purchase of one 85-foot Digger Derrick Truck that will be used by Distribution and Engineering Services Division. This digger derrick truck will replace an existing unit that has reached its replacement criteria

Project Lead: Christina Brueckner, Ext. 5053

## **Cooperative Purchase Recommendations**

### **June 7, 2022**

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State law permits a public agency to purchase from a contract entered into by another public agency as long as the contract is determined to have been awarded in compliance with the bidding requirements of the agency seeking to make the purchase, provided that the requirement for advertising or providing notice for bids is deemed satisfied if the awarding entity advertises according to its own bidding requirements, and either (i) posts the advertisement on any website sponsored by a public agency, purchasing cooperative or similar service provider, or (ii) provides an access link on the state's web portal to the notice. District staff have verified through documentation and/or individual questions to the applicable awarding entity that the bid process used for each purchase recommended below meets the District's procurement requirements.

Accordingly, staff recommends approval of the following contracts/amendments:

#### **CONTRACTS:**

Awarded Vendor Name: CDW-G

\$147,485.25

Purchase Order Number: 4500077169

King County Director's Association (KCDA) Purchasing Cooperative Contract: AEPA 022-G

Description of Purchase: Getac V110 G6 Notebook Computers (45 each)

Project Lead: Melissa Witzel, Ext. 8523

**Contract Acceptance Recommendations(s)**  
**June 7, 2022**

**Accept Contract(s) as complete and grant approval to release  
Retained fund after full compliance with Departments of Labor  
and Industries, Revenue and Employment Security.**

**PWC No. CW2245388**

Woods Creek – Circuits 12-1808 &  
12-1811 – Distribution & Transmission  
Line Clearance

Contractor:	Davey Tree Surgery Co.
Start/End:	10/4/2021 – 2/25/2022
Evaluator & Phone No.:	Randy Gusa Ext. 5608
No. of Amendments:	1
Retained Fund:	\$47,982.75

Original Contract Amount:	\$927,355.00
Total Amendment Amount:	\$32,300.00
Final Contract Amount:	\$959,655.00

Summary Statement: None



## BUSINESS OF THE COMMISSION

Meeting Date: June 7 2022

Agenda Item: 4C

### TITLE:

Consideration of Certification/Ratification and Approval of District Checks and Vouchers

### SUBMITTED FOR: Consent Agenda

General Accounting & Financial Systems  
*Department*

Julia Anderson  
*Contact*

8027  
*Extension*

Date of Previous Briefing: \_\_\_\_\_

Estimated Expenditure: \_\_\_\_\_

Presentation Planned ☐

### ACTION REQUIRED:

- ☐ Decision Preparation
- ☐ Policy Discussion
- ☐ Policy Decision
- ☒ Statutory

☐ Incidental  
(Information)

☐ Monitoring Report

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Governance Process, Board Job Description: GP-3(4)(B)(2)a non-delegable, statutorily assigned Board duty to approve vouchers for all warrants issued.*

The attached District checks and vouchers are submitted for the Board's certification, ratification and approval.

*List Attachments:*  
Voucher Listing





## CERTIFICATION/RATIFICATION AND APPROVAL

We, the undersigned of the Public Utility District No. 1 of Snohomish County, Everett, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and the Checks or Warrants listed below are ratified/approved for payment this 7th day of June 2022.

### CERTIFICATION:

Certified as correct:

CEO/General Manager

*Julia A Anderson*

Auditor

*[Signature]*

Chief Financial Officer/Treasurer

### RATIFIED AND APPROVED:

Board of Commissioners:

President

Vice-President

Secretary

TYPE OF DISBURSEMENT	PAYMENT REF NO.	DOLLAR AMOUNT	PAGE NO.
<b>REVOLVING FUND</b>			
Customer Refunds, Incentives and Other	1117076 - 1117339	\$90,229.81	2 - 10
Electronic Customer Refunds		\$15,380.34	11 - 15
<b>WARRANT SUMMARY</b>			
Warrants	8068632 - 8068938	\$4,880,344.74	16 - 25
ACH	6030151 - 6030561	\$6,320,806.38	26 - 38
Wires	7002531 - 7002550	\$35,772,249.79	39
Payroll - Direct Deposit	5300000617 - 5300000617	\$3,791,881.27	40
Payroll - Warrants	844636 - 844648	\$30,486.39	40
Automatic Debit Payments	5300000614 - 5300000620	\$5,391,404.48	41
	<b>GRAND TOTAL</b>	<b>\$56,292,783.20</b>	

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/9/22	1117076	BMCH WASHINGTON LLC	\$70.31
5/9/22	1117077	SAVIN NOU	\$388.00
5/9/22	1117078	ABIGAIL MONTENEGRO	\$260.00
5/9/22	1117079	GRE CANDLEWOOD LLC	\$97.91
5/9/22	1117080	ROBIN DEUTSCH	\$44.69
5/9/22	1117081	SUSAN PFLEDERER	\$18.15
5/9/22	1117082	VINTAGE HOUSING DEVELOPMENT INC	\$25.22
5/9/22	1117083	MICHELE BERNAL	\$421.98
5/9/22	1117084	THE FARM BY VINTAGE LP	\$73.67
5/9/22	1117085	ASHLEIGH GROOMS	\$879.54
5/9/22	1117086	BMCH WASHINGTON LLC	\$122.26
5/9/22	1117087	SFR ACQUISITIONS 2 LLC	\$77.57
5/9/22	1117088	KARIN HARRISON	\$77.27
5/9/22	1117089	PROJECT PRIDE	\$1,673.66
5/10/22	1117090	INGER HUTTON	\$25.41
5/10/22	1117091	BEL SNOHOMISH HOLDINGS LLC	\$81.39
5/10/22	1117092	LINDA GRIFFIN	\$29.03
5/10/22	1117093	BRUCE ANDERSON	\$558.49
5/10/22	1117094	STEVENS SCHILLING	\$94.96
5/10/22	1117095	TIMOTHY BENEDICT	\$33.34
5/10/22	1117096	ASI EAGLES LANDING LLC	\$76.51
5/10/22	1117097	CC SERVICES INC DBA COUNTRY FINANCIAL	\$20.98
5/10/22	1117098	LARRY WILLIAMS	\$81.22
5/10/22	1117099	MIKE DURBIN	\$212.84
5/10/22	1117100	HIDEAKI TOMITA	\$36.15
5/10/22	1117101	CHARLES HAGENSEN	\$5.00
5/10/22	1117102	MORTEN SANDVIK	\$50.08
5/10/22	1117103	YUANQI LI	\$26.35
5/10/22	1117104	SONGCHEN LI	\$229.86
5/10/22	1117105	ANNA MAE MALERICH	\$90.51
5/10/22	1117106	JIAQUI SHEN	\$135.16
5/10/22	1117107	STRATA NICKEL LLC	\$317.48

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/10/22	1117108	THOMAS GRAFF	\$230.00
5/10/22	1117109	RICHARD ARKLEY	\$25.46
5/10/22	1117110	LAURA KJERULF	\$295.02
5/11/22	1117111	AT YOUR LEISURE SERVICES, LLC	\$16.28
5/11/22	1117112	DANIEL GARNEAU	\$825.24
5/11/22	1117113	MOUNTLAKE TERRACE INVESTORS LLC	\$94.11
5/11/22	1117114	PUGET SOUND HOUSING LLC	\$188.65
5/11/22	1117115	TERA KILPATRICK	\$154.59
5/11/22	1117116	PLATINUM INVESTMENT GROUP LLC	\$144.53
5/11/22	1117117	PEDRO MENDEZ	\$159.46
5/11/22	1117118	MARY MARSHALL	\$8.94
5/11/22	1117119	GRACE BOSTOCK	\$88.12
5/11/22	1117120	ANNETTE WATSON	\$108.48
5/11/22	1117121	DANE EPPLE	\$6.60
5/11/22	1117122	LEONID BUDNIK	\$11.74
5/11/22	1117123	ROBERT LINTON	\$65.53
5/12/22	1117124	JARI WILLIAMS	\$115.41
5/12/22	1117125	GREG FIELD	\$842.26
5/12/22	1117126	BEN DUBOSE	\$13.00
5/12/22	1117127	CLARKSON REED	\$198.35
5/12/22	1117128	PATRICIA ALVES	\$472.00
5/12/22	1117129	MARILYN PERATROVICH	\$691.85
5/12/22	1117130	VOID	\$0.00
5/12/22	1117131	SFR ACQUISITIONS 2 LLC	\$151.86
5/12/22	1117132	THERESA HALE	\$9.55
5/12/22	1117133	RUFINA MARTINEZ	\$42.24
5/12/22	1117134	ACACIA TERRACE LLC	\$80.63
5/12/22	1117135	ACACIA TERRACE LLC	\$46.06
5/12/22	1117136	CRAIG LICHTIG	\$3,000.00
5/12/22	1117137	JANE ASTRID	\$108.04
5/12/22	1117138	STACIE CINDEA	\$123.11
5/12/22	1117139	LAVINA BATCHELOR	\$37.89

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/13/22	1117140	EDWARD RASMUSSEN	\$36.88
5/13/22	1117141	LORI HANSON	\$1,000.00
5/13/22	1117142	2018-2 IH BORROWER LP	\$13.12
5/13/22	1117143	CODY KOSMOS	\$123.90
5/13/22	1117144	JAMES WADE	\$1,000.00
5/13/22	1117145	ESTHER CHOI	\$115.51
5/13/22	1117146	CORNERSTONE HOMES	\$238.86
5/13/22	1117147	DENNIS DRAPER	\$32.51
5/13/22	1117148	R & R FOUNDATION SPECIALIST LLC	\$461.70
5/13/22	1117149	VALLEY COMMONS APARTMENTS	\$24.76
5/13/22	1117150	HOWARD LINDBECK	\$28.00
5/13/22	1117151	EDMOND SOKOLI	\$154.64
5/13/22	1117152	JOHN HARTLEY	\$404.54
5/13/22	1117153	WESTERN BLOSSOM HILL INVESTORS, LP	\$58.47
5/13/22	1117154	WESTERN BLOSSOM HILL INVESTORS, LP	\$31.26
5/13/22	1117155	TALUSWOOD OWNER LLC	\$14.05
5/13/22	1117156	ANDREW CABALES	\$79.39
5/13/22	1117157	RUSSELL OLSON	\$7.71
5/13/22	1117158	GARY WATSON	\$17.59
5/13/22	1117159	NEIL BRIONES	\$94.27
5/13/22	1117160	DOUGLASS JOSS	\$2,861.07
5/16/22	1117161	WENDY SMITH	\$2,750.86
5/16/22	1117162	NICOLE MWANGI	\$326.52
5/17/22	1117163	SHUBHAM DABRA	\$160.12
5/17/22	1117164	LOW INCOME HOUSING INSTITUTE	\$60.34
5/17/22	1117165	AVALONBAY COMMUNITIES, INC	\$47.59
5/17/22	1117166	BRIAN GRAVES	\$232.43
5/17/22	1117167	SIX GILL LLC	\$33.41
5/17/22	1117168	BROOKMORE HOMEOWNERS ASSOC	\$35.55
5/17/22	1117169	KATHLEEN CASEY	\$42.53
5/17/22	1117170	SCHENK PACKING CO	\$51.34
5/17/22	1117171	SV LATIGO PARTNERS, LLC	\$10.67

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/17/22	1117172	ARIANA CUMBA	\$149.66
5/17/22	1117173	TERRY GODFREY	\$231.49
5/17/22	1117174	DZIEP NGUYEN	\$166.15
5/17/22	1117175	ESTATE OF CONNIE RAE LEO	\$313.81
5/17/22	1117176	RALPH MUNSON	\$3,738.17
5/17/22	1117177	TAMARON RANCH	\$23.40
5/17/22	1117178	YUNG LIN	\$13.29
5/18/22	1117179	PHYLLIS OSTER	\$48.54
5/18/22	1117180	GREGORY MACKE	\$25.42
5/18/22	1117181	WILLIAM BURTON	\$56.93
5/18/22	1117182	RICHARD SCHAMP	\$306.92
5/18/22	1117183	KOSES DRAKE-SIVAKUA	\$935.18
5/18/22	1117184	BRUCE CHRISTOFFERSON	\$2,893.24
5/18/22	1117185	PATRICIA DYKSTRA	\$835.28
5/18/22	1117186	RICHARD SOOY	\$18.24
5/18/22	1117187	VALENTINA MENCHIKOV	\$458.82
5/18/22	1117188	MADISON PARK APTS	\$75.41
5/18/22	1117189	AUBREY COLLIER	\$15.33
5/18/22	1117190	KATINA REYNOLDS	\$87.87
5/18/22	1117191	JULIA GIANNANDREA	\$97.09
5/18/22	1117192	MICHAEL GUILD	\$1,121.61
5/18/22	1117193	TOLL BROS., INC.	\$30.64
5/18/22	1117194	EDUIN JIMENEZ MONTERO	\$13.69
5/18/22	1117195	NATHAN COJOCARU	\$19.66
5/18/22	1117196	RICHARD SOOY	\$77.07
5/18/22	1117197	WATERFORD APARTMENTS ASPEN, LLC	\$5.23
5/18/22	1117198	BARBARA MOYER	\$3,597.17
5/18/22	1117199	KIMBERLY NOTTINGHAM	\$67.58
5/19/22	1117200	FINANCE OF AMERICA MORTGAGE LLC	\$239.07
5/19/22	1117201	AARON MILLS	\$1,085.14
5/19/22	1117202	SETH SMITH	\$106.19
5/19/22	1117203	HZ COPPERSTONE APARTMENTS, LLC	\$13.75

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/19/22	1117204	FREDERICK JARMAN	\$6,039.00
5/19/22	1117205	DENNIS WINSOR	\$762.72
5/19/22	1117206	YANA STEPANCHENKO	\$44.71
5/19/22	1117207	MARIAN DENT HOGLUND	\$99.87
5/19/22	1117208	JAMES PAGATPATAN	\$210.68
5/19/22	1117209	DEVEN GROVER	\$86.28
5/19/22	1117210	NANCY KOSLING	\$23.27
5/19/22	1117211	JOHN GRUNDER	\$38.64
5/19/22	1117212	PAULA AYERS	\$1,000.00
5/19/22	1117213	IONEL ROMAN	\$118.38
5/19/22	1117214	NORTH WEST SUPPLY INC	\$94.97
5/19/22	1117215	PAIGE SHIELDS	\$2,519.88
5/19/22	1117216	VICTOR VOROBIEV	\$169.93
5/19/22	1117217	SIMON KIM	\$66.62
5/20/22	1117218	MOBILE MINI INC	\$2,738.51
5/20/22	1117219	MOHAMMED AL JUBOURI	\$86.47
5/20/22	1117220	MAURINE WEYRICK	\$3,977.03
5/20/22	1117221	CAMBRIDGE SQUARE NORTH II	\$97.41
5/20/22	1117222	MOHAMMAD ALZABEN	\$34.56
5/20/22	1117223	NORMAN PRIMC	\$5,285.94
5/20/22	1117224	TAMMY EDMONDS	\$15.03
5/20/22	1117225	KURT BURRESS	\$82.35
5/20/22	1117226	REBECCA PLUMB	\$130.56
5/20/22	1117227	MARY MCDONOUGH	\$1,851.38
5/20/22	1117228	P&L DISTRIBUTING INC	\$50.93
5/20/22	1117229	DAVID DUPEA	\$520.00
5/20/22	1117230	REBECCA SIMPSON	\$122.00
5/20/22	1117231	KNOLL & SMITH, LLC	\$386.02
5/20/22	1117232	VOID	\$0.00
5/20/22	1117233	CORNERSTONE HOMES	\$472.75
5/20/22	1117234	PLATINUM INVESTMENT GROUP LLC	\$220.02
5/20/22	1117235	PRIVATE CAPITAL NORTHWEST, LLC	\$103.10



## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/20/22	1117236	LITONYA RITTER	\$71.76
5/20/22	1117237	STEVEN GEGA	\$83.42
5/20/22	1117238	JASON JONES	\$63.82
5/20/22	1117239	DEANNA REDMOND	\$18.79
5/20/22	1117240	VINTAGE HOUSING DEVELOPMENT INC	\$17.12
5/23/22	1117241	CORTNEY HUARACHA	\$1,343.98
5/23/22	1117242	DAN WATSON	\$71.02
5/23/22	1117243	SREIT FULTONS CROSSING LLC	\$31.86
5/23/22	1117244	IRINA DIDOK	\$68.74
5/23/22	1117245	VICTORIA MILLER	\$75.74
5/23/22	1117246	STEVEN KUDLO	\$94.40
5/23/22	1117247	ANTA TOURE	\$72.13
5/23/22	1117248	HONG GYU KIM	\$100.56
5/23/22	1117249	ROBIN DIMICK	\$243.07
5/23/22	1117250	CLYDE YORK	\$95.52
5/23/22	1117251	SCOTT LARSON	\$24.62
5/23/22	1117252	ROSEMARY COLGROVE	\$32.52
5/23/22	1117253	WHATCOM MULTIFAMILY LLC	\$82.29
5/24/22	1117254	PARKLANE TOWN HOMES	\$27.13
5/24/22	1117255	JAZBETH DUARTE SANCHEZ	\$73.59
5/24/22	1117256	ALEXANDER KINNEY	\$126.75
5/24/22	1117257	SYDNEE WATANABE	\$148.47
5/24/22	1117258	MARJORIE SMITH	\$135.51
5/24/22	1117259	LORRAINE SHAREF	\$302.49
5/24/22	1117260	WHITNEY CASTILLO	\$87.60
5/24/22	1117261	ERIKA ALFARO LUCAS	\$202.80
5/24/22	1117262	EVERGREEN HILL 5 LLC	\$258.26
5/24/22	1117263	MICHELE EMME	\$13.11
5/24/22	1117264	KAYLA RIDDLE	\$37.97
5/24/22	1117265	PRAPATSORN ENGEL	\$161.39
5/24/22	1117266	STACEY HAMILL	\$149.90
5/24/22	1117267	JAQUES MAWUDEKU	\$148.89

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/24/22	1117268	THOMAS BALDWIN	\$188.43
5/24/22	1117269	JOHN POTTER	\$203.01
5/24/22	1117270	KELSEY HANSEN	\$108.02
5/24/22	1117271	MATT HOFFMAN	\$55.89
5/24/22	1117272	DIANA AJEMIAN	\$39.67
5/24/22	1117273	DTG ENTERPRISES, INC	\$25.84
5/24/22	1117274	MATT TOMKINS	\$111.30
5/24/22	1117275	TOBIN WEBER	\$91.05
5/25/22	1117276	HOWARD GORLICK	\$37.12
5/25/22	1117277	VOID	\$0.00
5/25/22	1117278	WILLIAM VITALIS	\$2,680.45
5/25/22	1117279	KRISTOPHER WEATHERMAN	\$123.96
5/25/22	1117280	ZHEN DONG	\$9.55
5/25/22	1117281	MARK MILLS	\$100.78
5/25/22	1117282	JAN MORRILL	\$50.26
5/25/22	1117283	CHIAHWA CAROL LEE	\$80.62
5/25/22	1117284	DESHAWN ELLIS	\$92.04
5/25/22	1117285	DAVID CHURCH	\$67.00
5/25/22	1117286	IMPACT PROPERTY MANAGEMENT	\$37.79
5/25/22	1117287	MARCO CORTES ALCAINO	\$334.85
5/25/22	1117288	KELLY PORTER	\$103.13
5/25/22	1117289	OH YEUB LIM	\$567.40
5/25/22	1117290	HANNAH ZDENEK	\$101.50
5/25/22	1117291	BOO HAN PLAZA III, LLC	\$57.80
5/25/22	1117292	RUDY LEBARON	\$253.90
5/25/22	1117293	GEORGIOS PANTAZIS	\$90.82
5/25/22	1117294	DOWER CORPORATION	\$179.99
5/25/22	1117295	YIBI CHEN	\$154.73
5/25/22	1117296	ESTATE OF BARBARA HEWLETT	\$83.14
5/26/22	1117297	NAREN RAMANI	\$89.19
5/26/22	1117298	C DARLENE NEWHART	\$110.00
5/26/22	1117299	JOHN DELEON-GUERRERO	\$1,466.81

## Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/26/22	1117300	CHRISTOPHER HOLBROOK	\$55.40
5/26/22	1117301	KURT SMITH	\$32.23
5/26/22	1117302	JESSICA BARNES	\$128.66
5/26/22	1117303	TRAVIS CROCE	\$128.32
5/26/22	1117304	ANN-MARIE TENORIO	\$177.48
5/26/22	1117305	TISHAWNA EVANS	\$124.51
5/26/22	1117306	VIVIENNE BEAUCHEMIN	\$6.33
5/26/22	1117307	MIKE MCINTOSH	\$108.66
5/26/22	1117308	ALAN JONES	\$40.10
5/26/22	1117309	STEVEN POWELL	\$119.12
5/26/22	1117310	TOLL BROS., INC.	\$68.02
5/26/22	1117311	GARRETT CONATY	\$106.57
5/26/22	1117312	LIBERTY SQUARE GJJ LLC	\$101.66
5/26/22	1117313	RICHARD SOOY	\$50.30
5/26/22	1117314	BISCAYNE LLC	\$43.14
5/26/22	1117315	KATHERINE LAVERRIERE	\$48.99
5/26/22	1117316	HARRY POLL	\$313.41
5/26/22	1117317	GREG ROMO	\$5.06
5/26/22	1117318	JERRY NIELSON	\$4,238.00
5/26/22	1117319	DANIEL GORDON	\$185.50
5/27/22	1117320	GENNADIY MOISEYEV	\$39.27
5/27/22	1117321	LAVON DRISCOLL	\$97.89
5/27/22	1117322	BARBARA SWENDRAK	\$1,034.88
5/27/22	1117323	ROBERT LEWIS	\$29.93
5/27/22	1117324	DOBYNS FAMILY LLC	\$138.80
5/27/22	1117325	AGUSTINA HERNANDEZ	\$105.71
5/27/22	1117326	JESSICA ADAMS	\$38.04
5/27/22	1117327	ESTATE OF CLAYTON LAVERNE TATE AND VELDA	\$122.40
5/27/22	1117328	STEVEN KUKULL	\$78.53
5/27/22	1117329	ACACIA TERRACE LLC	\$31.46
5/27/22	1117330	HAELEY ALBIN	\$65.87
5/27/22	1117331	CHRISTINA DUNBAR	\$94.22

### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
5/27/22	1117332	TAQUERIA CALIFORNIA LLC	\$146.28
5/27/22	1117333	JADE TOWER	\$33.68
5/27/22	1117334	ANGELA SANDERS	\$39.92
5/27/22	1117335	OAK RIDGE PARTNERS LLC	\$51.89
5/27/22	1117336	2501 COLBY PROSPER I LLC	\$17.50
5/27/22	1117337	2501 COLBY PROSPER I LLC	\$7.29
5/27/22	1117338	BOBBY WOLFORD TRUCKING AND	\$120.40
5/27/22	1117339	JSP LATITUDE LLC	\$137.50
Total:			\$90,229.81

## Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
5/9/22	000204332953	FRANCIS TANG	\$146.02
5/9/22	000204332954	EDWIN COLLINS	\$44.05
5/9/22	000204332955	ANDREW PRITCHARD	\$101.22
5/9/22	000204332956	EDWIN COLLINS	\$153.06
5/9/22	000204332957	LIUXUN SUN	\$16.51
5/9/22	000204332958	CHRISTOPHER CUVELIER	\$165.07
5/9/22	000204332959	BRANDY THOMASON	\$88.43
5/9/22	000204332960	NANCY LEECK	\$36.70
5/9/22	000204332961	CHRISTOPHER BUTTERFIELD	\$757.78
5/10/22	000204340604	FLAVIO VENEGAS	\$147.30
5/10/22	000204340605	ARIANA CUMBA	\$149.66
5/10/22	000204340606	CHRISTINE HOFKE	\$5.95
5/10/22	000204340607	CHRISTINE HOFKE	\$40.00
5/10/22	000204340608	MICHAEL JACOB	\$44.64
5/10/22	000204340609	CHRISTINE HOFKE	\$50.00
5/10/22	000204340610	LAURA SANFORD	\$109.08
5/10/22	000204340611	MICHAEL JACOB	\$135.51
5/10/22	000204340612	CHRISTINE HOFKE	\$36.39
5/10/22	000204340613	DONNA DUFRANE	\$74.49
5/10/22	000204340614	COREY MAGYAR	\$100.37
5/10/22	000204340615	JOSHUA BAEVER	\$13.36
5/10/22	000204340616	ANGELES CEJA	\$64.63
5/10/22	000204340617	TRAVIS FISCHER	\$203.58
5/10/22	000204340618	JAMES GUINN	\$142.00
5/10/22	000204340619	RONALD ROY	\$15.26
5/10/22	000204340620	DURGA MARINI	\$101.93
5/10/22	000204340621	JOHN BELL	\$152.45
5/10/22	000204340622	MARLENE LOSEY	\$401.00
5/10/22	000204340623	LAURIE TILTON	\$66.00
5/11/22	000204348717	BRENDAN HIRST	\$127.86
5/11/22	000204348718	KALIA LITTLEJOHN	\$189.68
5/11/22	000204348719	WARREN STEWART	\$113.51

## Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
5/11/22	000204348720	KAY IRWIN	\$11.23
5/11/22	000204348721	JOHN BROWN	\$37.67
5/11/22	000204348722	KAREN CRITZ	\$121.59
5/11/22	000204348723	TAWNYA STOUT	\$87.59
5/11/22	000204348724	NAVNEET MEHTA	\$103.67
5/12/22	000204356030	JOHN MATTA	\$135.46
5/12/22	000204356031	ANDREW BOYOVICH	\$137.18
5/12/22	000204356032	COOPER CONNELLY	\$86.82
5/12/22	000204356033	BRANDON MURRAY	\$87.41
5/12/22	000204356034	LIYUAN WANG	\$16.29
5/12/22	000204356035	WILLIAM HALL	\$207.89
5/12/22	000204356036	THERESE QUINN	\$54.89
5/12/22	000204356037	JASON MILES	\$233.56
5/13/22	000204363947	ALEXANDER RIVERA	\$98.16
5/13/22	000204363948	DAN WATSON	\$71.02
5/13/22	000204363949	MICHELE D'ERCOLE	\$46.60
5/13/22	000204363950	BRIAN FARRELL	\$17.21
5/13/22	000204363951	BENJAMIN SCARBOROUGH	\$104.66
5/13/22	000204363952	AUTUMN IRONS	\$42.20
5/13/22	000204363953	ZEHAO LU	\$49.62
5/13/22	000204363954	AMANDA PHUNG	\$101.10
5/13/22	000204363955	DYLAN LANE	\$34.01
5/13/22	000204363956	JOHN GREGORY	\$58.57
5/13/22	000204363957	ALIA CHERTUDE	\$22.96
5/13/22	000204363958	KEBBA TOURAY	\$42.17
5/17/22	000204388731	CHUJUI KUO	\$111.84
5/17/22	000204388732	JENNAH WHITNEY	\$207.48
5/17/22	000204388733	CHUJUI KUO	\$127.12
5/17/22	000204388734	MARA PHOU	\$75.41
5/17/22	000204388735	LEILANI HOWES	\$79.46
5/17/22	000204388736	BECKIE THIBEAULT	\$22.20
5/17/22	000204388737	KAY IRWIN	\$70.04



## Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
5/17/22	000204388738	MARK YARBOUGH	\$50.04
5/17/22	000204388739	MARK APPIAHNTI	\$145.04
5/18/22	000204397371	PUSHKER SAHAI	\$54.17
5/18/22	000204397372	MICHAEL SAUL	\$26.09
5/18/22	000204397373	OSCAR MARTINEZ	\$95.27
5/18/22	000204397374	KARLY GOFF	\$8.81
5/18/22	000204397375	MICHAEL ALDRICH	\$76.38
5/18/22	000204397376	KIRK WILLIS	\$19.77
5/18/22	000204397377	BRANDON BUSH	\$104.01
5/18/22	000204397378	DALE AUUVIL	\$72.67
5/18/22	000204397379	EMERSON FULTON	\$248.00
5/18/22	000204397380	KAELAN MORALES	\$107.91
5/18/22	000204397381	BYRON GALARRAGA	\$338.71
5/18/22	000204397382	KATHRYN DAVIDSON	\$114.35
5/18/22	000204397383	ZAYBA KHALID	\$257.38
5/18/22	000204397384	WOLDEGEBRIEL MENGESHA	\$127.09
5/18/22	000204397385	DERIC SIMMONS	\$174.84
5/19/22	000204404855	ETHAN PYPER	\$156.68
5/19/22	000204404856	STEPHANNIE ALEGRIA	\$156.36
5/19/22	000204404857	KARL CHAMPION	\$13.14
5/20/22	000204413026	ISABELLA CALDWELL	\$87.00
5/20/22	000204413027	MATTHEW BURKE	\$59.39
5/20/22	000204413028	VISHAL SOOD	\$984.74
5/20/22	000204413029	MATTHEW BURKE	\$100.00
5/20/22	000204413030	OTTO DOELLING	\$142.43
5/20/22	000204413031	MICHELLE GARRETT	\$109.48
5/20/22	000204413032	JACKSON PIERCE	\$33.62
5/20/22	000204413033	RAMONA BRODLAND	\$78.28
5/20/22	000204413034	HADDY JAH	\$115.50
5/20/22	000204413035	KA MAN CHEUNG	\$10.16
5/23/22	000204425496	KAITLYN FELDER	\$72.36
5/23/22	000204425497	CASEY RAMIREZ	\$129.23

## Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
5/23/22	000204425498	HAYLIE WILKINSON	\$27.83
5/23/22	000204425499	LASSAAD DARNAOUI	\$14.49
5/23/22	000204425500	LORA ALCANTARA	\$21.79
5/24/22	000204434478	JUAN MIRANDA	\$156.03
5/24/22	000204434479	ANGEL SILVA	\$117.23
5/24/22	000204434480	MARVIN MARTINEZ ALTAMIRANO	\$91.67
5/24/22	000204434481	JONATHAN DECKER	\$140.52
5/24/22	000204434482	CYNTHIA DANLEY	\$66.74
5/24/22	000204434483	OLIVIA BURTON	\$10.19
5/24/22	000204434484	CARLTON MADSEN	\$32.06
5/24/22	000204434485	DEBBIE BERG	\$47.35
5/24/22	000204434486	GREGORY GARY	\$47.32
5/25/22	000204443724	ANDREW LUCKIE	\$89.88
5/25/22	000204443725	YONATAN YILMA	\$118.25
5/25/22	000204443726	SARAH WYATT	\$95.89
5/25/22	000204443727	KELLI TOBAR	\$70.87
5/25/22	000204443728	KRISTI AUBERT	\$145.82
5/25/22	000204443729	CHRIS BUSCHER	\$17.61
5/25/22	000204443730	STUART YAROSS	\$6.39
5/25/22	000204443731	LOIS WALTERS	\$44.41
5/25/22	000204443732	ANDREW LUCKIE	\$15.73
5/25/22	000204443733	HUNG TRAN	\$38.58
5/25/22	000204443734	RONALD SANKEY	\$35.97
5/25/22	000204443735	CHRISTOPHER ALEXANDER	\$62.48
5/25/22	000204443736	DEANNA DITMARSGREEN	\$24.57
5/27/22	000204459284	ISABEL HERNANDEZ	\$42.99
5/27/22	000204459285	MICHAEL HUMTHREY	\$33.63
5/27/22	000204459286	MADISON THOMAS	\$69.60
5/27/22	000204459287	SAMBO BAN	\$46.65
5/27/22	000204459288	AMY GESSEL	\$24.11
5/27/22	000204459289	ISABEL HERNANDEZ	\$53.41
5/27/22	000204459290	ZAKARIA HAZRAT	\$229.78

## Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
5/27/22	000204459291	ALEXANDRA CREEKMORE	\$23.89
5/27/22	000204459292	MICHAEL HUMTHREY	\$51.07
5/27/22	000204459293	MARTIN BRADLEY	\$6.19
5/27/22	000204459294	ISABEL HERNANDEZ	\$41.53
5/27/22	000204459295	AMY GESSEL	\$73.66
5/27/22	000204459296	GREGORY HEASTON	\$92.16
5/27/22	000204459297	BRITTANY GROSS	\$17.00
5/27/22	000204459298	ROBINSON CASTELLANO	\$29.30
5/27/22	000204459299	ROBINSON CASTELLANO	\$170.00
5/27/22	000204459300	THORLOFF PETERSON	\$77.75
5/27/22	000204459301	WALTER SELFRIDGE	\$73.86
5/27/22	000204459302	SAMIR SHAH	\$10.23
5/27/22	000204459303	GORDON MERCIER	\$489.76
5/27/22	000204459304	KAREN FOWLER	\$66.64
5/27/22	000204459305	ABILASH SEKAR	\$69.98
5/27/22	000204459306	GEORGE LLEWELLYN	\$449.26
5/27/22	000204459307	BRITTANY GROSS	\$29.77
5/27/22	000204459308	MICAH THOMAS	\$85.34
5/27/22	000204459309	XAVIER TATARKIEWICZ	\$54.41
5/27/22	000204459310	JESSICA MACK	\$61.37
5/27/22	000204459311	RON MEIER	\$35.24
5/27/22	000204459312	MINDA BOGGS	\$187.62
5/27/22	000204459313	ABDELAZIZ DOUCH	\$179.00

**Total: \$15,380.34**

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/10/22	8068632	CITY OF EVERETT	\$2,042.19
5/10/22	8068633	CORE & MAIN LP	\$8,100.75
5/10/22	8068634	ISLAND COUNTY	\$205.50
5/10/22	8068635	KAMAN FLUID POWER LLC	\$3,897.71
5/10/22	8068636	GENUINE PARTS COMPANY	\$736.13
5/10/22	8068637	ROBERT HALF INTERNATIONAL INC	\$3,352.00
5/10/22	8068638	SALISH NETWORKS INC	\$480.29
5/10/22	8068639	SILVER LAKE WATER & SEWER DISTRICT	\$87.60
5/10/22	8068640	SHI INTERNATIONAL CORP	\$15,882.59
5/10/22	8068641	SNOHOMISH COUNTY COUNCIL OF THE	\$6,485.44
5/10/22	8068642	SNOHOMISH COUNTY COUNCIL OF THE	\$2,700.00
5/10/22	8068643	UNUM LIFE INSURANCE CO OF AMERICA	\$38,526.84
5/10/22	8068644	STATE OF WASHINGTON	\$4,265.50
5/10/22	8068645	WESCO GROUP INC	\$528.79
5/10/22	8068646	AIR COMMODITIES INC	\$7,143.50
5/10/22	8068647	BICKFORD MOTORS INC	\$317.61
5/10/22	8068648	CAR WASH ENTERPRISES INC	\$47.00
5/10/22	8068649	DIRECTV LLC	\$189.98
5/10/22	8068650	ENGINUIITY ADVANTAGE LLC	\$2,666.00
5/10/22	8068651	NELSON TRUCK EQUIPMENT CO INC	\$50,852.74
5/10/22	8068652	NVL LABORATORIES INC	\$316.80
5/10/22	8068653	SKOTDAL MUTUAL LLC	\$200.00
5/10/22	8068654	SNOHOMISH COUNTY	\$11,031.71
5/10/22	8068655	T-MOBILE USA INC	\$1,637.68
5/10/22	8068656	ZIPPER GEO ASSOCIATES LLC	\$1,729.09
5/10/22	8068657	JANET ANDERSON OR CRYSTAL RAINWATER	\$22.46
5/10/22	8068658	AMERICAN AIR FILTER CO INC	\$345.61
5/10/22	8068659	PNG MEDIA LLC	\$354.32
5/10/22	8068660	OCCUPATIONAL HEALTH CENTERS OF WA P	\$286.00
5/10/22	8068661	WRIKE INC	\$3,267.65
5/10/22	8068662	FLYNN RESTAURANT GROUP LP	\$3,963.00
5/10/22	8068663	SUPERIOR SEPTIC SERVICE LLC	\$469.37

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/10/22	8068664	KENDALL DEALERSHIP HOLDINGS LLC	\$18.96
5/10/22	8068665	THE PAPE GROUP	\$42.29
5/10/22	8068666	MICHAEL T MORGAN	\$3,712.49
5/10/22	8068667	BRIAN L MURRIL	\$15,560.00
5/10/22	8068668	JOHN YASKUS	\$1,564.00
5/10/22	8068669	MARY WICKLUND	\$20.60
5/13/22	8068670	AT&T CORP	\$559.77
5/13/22	8068671	BOSWORTH PRIMARY ROAD ASSOC	\$248.78
5/13/22	8068672	CAMANO WATER ASSN	\$155.60
5/13/22	8068673	CLATSKANIE PEOPLES UTILITY DISTRICT	\$975.00
5/13/22	8068674	DUNN LUMBER CO INC	\$786.61
5/13/22	8068675	EQUIFAX INFORMATION SERVICES LLC	\$451.33
5/13/22	8068676	CITY OF EVERETT	\$190,146.95
5/13/22	8068677	GLOBAL RENTAL COMPANY INC	\$3,516.80
5/13/22	8068678	CITY OF MARYSVILLE	\$1,856.61
5/13/22	8068679	GENUINE PARTS COMPANY	\$3,195.40
5/13/22	8068680	VOID	\$0.00
5/13/22	8068681	PUGET SOUND ENERGY INC	\$427.75
5/13/22	8068682	REPUBLIC SERVICES INC	\$311.32
5/13/22	8068683	RIVERSIDE TOPSOIL INC	\$325.00
5/13/22	8068684	SNOHOMISH COUNTY	\$10.00
5/13/22	8068685	SNOHOMISH COUNTY	\$4,395.73
5/13/22	8068686	SHI INTERNATIONAL CORP	\$17,412.86
5/13/22	8068687	SOUND PUBLISHING INC	\$196.98
5/13/22	8068688	STATE OF WASHINGTON	\$300.00
5/13/22	8068689	STATE OF WASHINGTON	\$8,447.89
5/13/22	8068690	WESCO GROUP INC	\$20.79
5/13/22	8068691	DOBBS HEAVY DUTY HOLDINGS LLC	\$54.54
5/13/22	8068692	AAA OF EVERETT FIRE	\$44.45
5/13/22	8068693	BICKFORD MOTORS INC	\$52.88
5/13/22	8068694	BRIM TRACTOR COMPANY INC	\$16,790.49
5/13/22	8068695	ECODOCX LLC	\$100,000.00

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/13/22	8068696	GREATER EDMONDS CHAMBER OF COMMERCE	\$3.45
5/13/22	8068697	NATIONAL BARRICADE CO LLC	\$3,883.38
5/13/22	8068698	NVL LABORATORIES INC	\$44.85
5/13/22	8068699	PACIFICORP	\$33,600.00
5/13/22	8068700	QUALITY STAKE AND LATH	\$666.80
5/13/22	8068701	RUBATINO REFUSE REMOVAL INC	\$707.64
5/13/22	8068702	SNOHOMISH COUNTY	\$1,164.41
5/13/22	8068703	SNOHOMISH COUNTY	\$170.00
5/13/22	8068704	SUBNET SOLUTIONS INC	\$24,500.00
5/13/22	8068705	ZIPPER GEO ASSOCIATES LLC	\$960.00
5/13/22	8068706	CITY OF EVERETT	\$779.40
5/13/22	8068707	GRAY & OSBORNE INC	\$15,138.86
5/13/22	8068708	ENERGY CAPITAL SOLUTIONS LLC	\$14,686.37
5/13/22	8068709	HARNISH GROUP INC	\$934.15
5/13/22	8068710	NORTHWEST FIBER LLC	\$10,224.09
5/13/22	8068711	CADMAN MATERIALS INC	\$573.54
5/13/22	8068712	QUEEN CITY SHEET METAL & ROOFING IN	\$39,457.09
5/13/22	8068713	KENDALL DEALERSHIP HOLDINGS LLC	\$29.18
5/13/22	8068714	US BANK/BROOKFIELD RENEWABLE	\$32,661.00
5/13/22	8068715	REY F PALACOL	\$360.00
5/13/22	8068716	ANDREW JONATHAN SCHUCK	\$360.00
5/13/22	8068717	THE BARTELL DRUG COMPANY	\$51.52
5/13/22	8068718	GB ENTERPRISES OF WASHINGTON LLC	\$708.00
5/13/22	8068719	LUMENAL LIGHTING LLC	\$886.18
5/13/22	8068720	PUGET SOUND KIDNEY CENTERS	\$12,436.00
5/13/22	8068721	RESOUND ENERGY LLC	\$1,925.34
5/17/22	8068722	MCIMETRO ACCESS TRANS. SERV. CO	\$159,900.58
5/17/22	8068723	ESTFIN LLC	\$5,536.74
5/17/22	8068724	SCHMIDT FAMILY ELECTRIC	\$364.00
5/17/22	8068725	DEVIN G PETERSON	\$796.00
5/17/22	8068726	ANIXTER INC	\$87.92
5/17/22	8068727	PRYOR LEARNING SOLUTIONS INC	\$3,600.00



## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/17/22	8068728	CITY OF DARRINGTON	\$7,111.87
5/17/22	8068729	CITY OF GOLD BAR	\$7,917.68
5/17/22	8068730	CITY OF GOLD BAR	\$359.44
5/17/22	8068731	KENT D BRUCE	\$9,306.70
5/17/22	8068732	CITY OF LYNNWOOD	\$1.78
5/17/22	8068733	CITY OF MARYSVILLE	\$169,148.43
5/17/22	8068734	CITY OF MOUNTLAKE TERRACE	\$64,869.68
5/17/22	8068735	GENUINE PARTS COMPANY	\$347.32
5/17/22	8068736	PACIFIC NW SCALE CO INC	\$1,639.50
5/17/22	8068737	PACIFIC SAFETY SUPPLY INC	\$3,472.84
5/17/22	8068738	US BANK/POWEREX	\$726,228.79
5/17/22	8068739	PUGET SOUND ENERGY INC	\$766.58
5/17/22	8068740	CITY OF ARLINGTON	\$868.88
5/17/22	8068741	REPUBLIC SERVICES INC	\$926.99
5/17/22	8068742	CITY OF SULTAN	\$26,663.33
5/17/22	8068743	TALLEY INC	\$1,467.86
5/17/22	8068744	WESCO GROUP INC	\$1,459.81
5/17/22	8068745	AAA OF EVERETT FIRE	\$657.64
5/17/22	8068746	ALDERWOOD WATER & WASTEWATER DISTRI	\$33.66
5/17/22	8068747	CITY OF ARLINGTON	\$98,911.40
5/17/22	8068748	BICKFORD MOTORS INC	\$1,188.98
5/17/22	8068749	CITY OF BOTHELL	\$95,484.03
5/17/22	8068750	CITY OF BRIER	\$14,887.05
5/17/22	8068751	COMCAST HOLDINGS CORPORATION	\$20,880.50
5/17/22	8068752	EBEY HILL HYDROELECTRIC INC	\$1,745.06
5/17/22	8068753	CITY OF EDMONDS	\$131,751.23
5/17/22	8068754	FINE FAMILY LLC	\$6,168.71
5/17/22	8068755	HYDROLOGY NORTHWEST INC	\$1,691.79
5/17/22	8068756	CITY OF INDEX	\$943.97
5/17/22	8068757	CITY OF LAKE STEVENS	\$90,151.37
5/17/22	8068758	CITY OF LAKE STEVENS	\$32,234.93
5/17/22	8068759	LAKE STEVENS SEWER DIST	\$113.52

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/17/22	8068760	CITY OF MONROE	\$74,488.08
5/17/22	8068761	ROOSEVELT WATER ASSN INC	\$110.75
5/17/22	8068762	CITY OF STANWOOD	\$24,449.01
5/17/22	8068763	TOWN OF WOODWAY	\$4,729.83
5/17/22	8068764	CITY OF GRANITE FALLS	\$11,764.88
5/17/22	8068765	LAMAR TEXAS LTD PARTNERSHIP	\$6,165.00
5/17/22	8068766	PACIFIC PUBLIC MEDIA	\$2,795.00
5/17/22	8068767	KAISER FOUNDATION HEALTH PLAN OF WA	\$689.00
5/17/22	8068768	CITY OF EVERETT	\$572,623.41
5/17/22	8068769	MCWANE INC	\$20,771.22
5/17/22	8068770	OCCUPATIONAL HEALTH CENTERS OF WA P	\$27.00
5/17/22	8068771	LEGACY TAPPING INC	\$3,629.70
5/17/22	8068772	WASHINGTON STATE DOT	\$503.86
5/17/22	8068773	CHEMSCAN INC	\$40,946.46
5/17/22	8068774	DANIEL J LEONARD	\$55,000.00
5/17/22	8068775	METER READING HOLDING I CORP	\$4,441.94
5/17/22	8068776	KENDALL DEALERSHIP HOLDINGS LLC	\$682.03
5/17/22	8068777	UNIVERSAL PROTECTION SERVICE LP	\$1,035.60
5/17/22	8068778	BAXTER AUTO PARTS INC	\$898.52
5/17/22	8068779	THE PAPE GROUP	\$2,473.94
5/17/22	8068780	TERRY BLACKER	\$3,198.00
5/17/22	8068781	CITY OF LYNNWOOD	\$170,804.22
5/17/22	8068782	CITY OF MUKILTEO	\$75,756.90
5/17/22	8068783	CITY OF SNOHOMISH	\$42,243.91
5/17/22	8068784	BUDDERFLY INC	\$925.00
5/20/22	8068785	VERIZON WIRELESS	\$9,789.05
5/20/22	8068786	LENNAR NORTHWEST INC	\$243.00
5/20/22	8068787	CLEAR WIRELESS LLC	\$6,575.38
5/20/22	8068788	LIFETIME HOME LLC	\$5,479.98
5/20/22	8068789	DAVID FRITSCHEN	\$2,000.00
5/20/22	8068790	MY INTERIOR PRO INC	\$96.00
5/20/22	8068791	R & M K PROPERTIES	\$3,150.00

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/20/22	8068792	COLBY FORD	\$5.50
5/20/22	8068793	COMCAST HOLDING CORPORATION	\$366.86
5/20/22	8068794	LEXISNEXIS RISK DATA MANAGEMENT INC	\$32.97
5/20/22	8068795	BEACON PUBLISHING INC	\$660.00
5/20/22	8068796	GENUINE PARTS COMPANY	\$1,768.34
5/20/22	8068797	REPUBLIC SERVICES INC	\$348.31
5/20/22	8068798	SIX ROBBLEES INC	\$184.43
5/20/22	8068799	SKAGIT LAW GROUP PLLC	\$2,132.50
5/20/22	8068800	SKILLSOFT CORPORATION	\$18,053.61
5/20/22	8068801	SOUND PUBLISHING INC	\$5,696.56
5/20/22	8068802	TALLEY INC	\$1,509.54
5/20/22	8068803	UNITED SITE SERVICES OF NEVADA INC	\$2,692.40
5/20/22	8068804	US BANK NA	\$3,613.46
5/20/22	8068805	OLDCASTLE PRECAST INC	\$28,891.13
5/20/22	8068806	WESCO GROUP INC	\$174.11
5/20/22	8068807	DOBBS HEAVY DUTY HOLDINGS LLC	\$3,243.76
5/20/22	8068808	BICKFORD MOTORS INC	\$1,169.07
5/20/22	8068809	CROSS VALLEY WATER DISTRICT	\$126.20
5/20/22	8068810	D & G BACKHOE INC	\$185,598.19
5/20/22	8068811	CITY OF EDMONDS	\$275.00
5/20/22	8068812	ENGINUIITY ADVANTAGE LLC	\$2,666.00
5/20/22	8068813	KING BROADCASTING COMPANY	\$11,000.00
5/20/22	8068814	NATIONAL BARRICADE CO LLC	\$870.13
5/20/22	8068815	NELSON TRUCK EQUIPMENT CO INC	\$152,558.22
5/20/22	8068816	OAK HARBOR FREIGHT LINES INC	\$1,495.01
5/20/22	8068817	PLASTIC DIP MOLDINGS INC	\$1,192.20
5/20/22	8068818	PROLAND SERVICES INC	\$5,117.00
5/20/22	8068819	RODLAND MOTOR COMPANY	\$17,823.00
5/20/22	8068820	SIEMENS INDUSTRY INC	\$12,097.79
5/20/22	8068821	CITY OF STANWOOD	\$1,453.46
5/20/22	8068822	WELLSPRING FAMILY SERVICES	\$2,837.52
5/20/22	8068823	COMCAST CORPORATION	\$514.06

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/20/22	8068824	CRITICAL INSIGHT INC	\$3,700.00
5/20/22	8068825	PACIFIC LOGGING LLC	\$7,500.00
5/20/22	8068826	THE PAPE GROUP INC	\$23,668.88
5/20/22	8068827	S-R BROADCASTING INC	\$396.00
5/20/22	8068828	HARNISH GROUP INC	\$1,920.16
5/20/22	8068829	LANDIS GYR TECHNOLOGY INC	\$874.41
5/20/22	8068830	GEO TEST SERVICES INC	\$1,520.80
5/20/22	8068831	GREEN DOT CONCRETE	\$568.36
5/20/22	8068832	ARAMARK UNIFORM & CAREER APPAREL GR	\$4,456.26
5/20/22	8068833	NORTHWEST CRANE INSPECTION INC	\$625.00
5/20/22	8068834	BRINKS INC	\$3,282.77
5/20/22	8068835	CRAWFORD & COMPANY	\$6,768.00
5/20/22	8068836	NORTHWEST FIBER LLC	\$7,469.68
5/20/22	8068837	PSC CUSTOM LLC	\$1,549.56
5/20/22	8068838	CADMAN MATERIALS INC	\$873.96
5/20/22	8068839	PERFORMANCE VALIDATON INC	\$987.00
5/20/22	8068840	CLARY LONGVIEW LLC	\$30,058.24
5/20/22	8068841	KENDALL DEALERSHIP HOLDINGS LLC	\$110.63
5/20/22	8068842	UNIVERSAL PROTECTION SERVICE LP	\$1,035.60
5/20/22	8068843	ACCESS INFO INTERMEDIATE HLDNG I LL	\$1,048.96
5/20/22	8068844	ACCESS INFO INTERMEDIATE HLDNG I LL	\$2,531.39
5/20/22	8068845	THE PAPE GROUP	\$1,077.02
5/20/22	8068846	MODERN MACHINERY CO INC	\$340,049.15
5/20/22	8068847	MONROE CHRISTIAN SCHOOL SOCIETY	\$4,550.00
5/20/22	8068848	BRENNAN HEATING & AC LLC	\$2,500.00
5/20/22	8068849	GB ENTERPRISES OF WASHINGTON LLC	\$515.50
5/20/22	8068850	LUMENAL LIGHTING LLC	\$1,547.21
5/20/22	8068851	RESOUND ENERGY LLC	\$9,215.22
5/20/22	8068852	RESOUND ENERGY LLC	\$26,349.14
5/24/22	8068853	AWARDS OF PRAISE	\$158.64
5/24/22	8068854	CCH INCORPORATED	\$789.47
5/24/22	8068855	DISH NETWORK	\$82.77

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/24/22	8068856	GLOBAL RENTAL COMPANY INC	\$2,967.30
5/24/22	8068857	ALM MEDIA LLC	\$1,287.30
5/24/22	8068858	LOWES COMPANIES INC	\$663.06
5/24/22	8068859	GENUINE PARTS COMPANY	\$80.02
5/24/22	8068860	VERIZON CONNECT NWF INC	\$14,662.50
5/24/22	8068861	NW TANK & ENVIRONMENTAL SERVICES IN	\$1,378.00
5/24/22	8068862	PUGET SOUND ENERGY INC	\$1,068.15
5/24/22	8068863	ROBERT HALF INTERNATIONAL INC	\$6,575.00
5/24/22	8068864	SIX ROBBLEES INC	\$478.97
5/24/22	8068865	SKAGIT LAW GROUP PLLC	\$315.00
5/24/22	8068866	SOUND PUBLISHING INC	\$158.76
5/24/22	8068867	SOUND SECURITY INC	\$568.84
5/24/22	8068868	REFINITIV US LLC	\$5,323.56
5/24/22	8068869	WEST PUBLISHING CORPORATION	\$10,338.54
5/24/22	8068870	BICKFORD MOTORS INC	\$232.77
5/24/22	8068871	D & G BACKHOE INC	\$4,934.38
5/24/22	8068872	GREATER EDMONDS CHAMBER OF COMMERCE	\$2.76
5/24/22	8068873	THE HO SEIFFERT COMPANY	\$3,130.00
5/24/22	8068874	ENGINUIITY ADVANTAGE LLC	\$2,666.00
5/24/22	8068875	EDS MCDUGALL LLC	\$330.00
5/24/22	8068876	HI LINE HELICOPTERS INC	\$5,431.50
5/24/22	8068877	GARY D KREIN	\$769.30
5/24/22	8068878	NELSON TRUCK EQUIPMENT CO INC	\$1,277.41
5/24/22	8068879	NORTHWEST TRAILS INC	\$4,662.40
5/24/22	8068880	PACIFIC PUBLISHING CO INC	\$730.80
5/24/22	8068881	SIEMENS INDUSTRY INC	\$16,000.00
5/24/22	8068882	CROWN CASTLE INTERNATIONAL CORP	\$6,245.30
5/24/22	8068883	VERTIV CORPORATION	\$6,603.07
5/24/22	8068884	OCCUPATIONAL HEALTH CENTERS OF WA P	\$90.50
5/24/22	8068885	SNOHOMISH COUNTY 911	\$5,924.95
5/24/22	8068886	NORTHWEST FIBER LLC	\$6,284.64
5/24/22	8068887	KENDALL DEALERSHIP HOLDINGS LLC	\$58.30

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/24/22	8068888	PACHECOS LANDSCAPING LLC	\$5,430.16
5/24/22	8068889	THE BARTELL DRUG COMPANY	\$40.02
5/24/22	8068890	CITY OF MARYSVILLE	\$1,000.00
5/27/22	8068891	CASTLE DWELLERS INC	\$1,830.89
5/27/22	8068892	LGI HOMES LLC	\$96.00
5/27/22	8068893	LEIF HELLEREN CONSTRUCTION	\$2,291.38
5/27/22	8068894	TAM NGUYEN	\$2,000.00
5/27/22	8068895	JJ SABASTIAN LLC	\$3,493.13
5/27/22	8068896	ROBINETT BROTHERS CONSTRUCTION LLC	\$2,000.00
5/27/22	8068897	CITY OF ARLINGTON	\$3,881.17
5/27/22	8068898	CITY OF ARLINGTON	\$4,241.96
5/27/22	8068899	BENTLEY SYSTEMS INC	\$58,414.05
5/27/22	8068900	CDW LLC	\$368.27
5/27/22	8068901	COMCAST HOLDING CORPORATION	\$355.67
5/27/22	8068902	GLOBAL RENTAL COMPANY INC	\$17,254.30
5/27/22	8068903	CITY OF MONROE	\$1,354.22
5/27/22	8068904	CITY OF MOUNTLAKE TERRACE	\$6,386.25
5/27/22	8068905	SCADA AND CONTROLS ENGINEERING INC	\$5,280.00
5/27/22	8068906	SIX ROBBLEES INC	\$9.29
5/27/22	8068907	SNOHOMISH COUNTY	\$10.00
5/27/22	8068908	SNOHOMISH COUNTY	\$10.00
5/27/22	8068909	SNOHOMISH COUNTY	\$10.00
5/27/22	8068910	SNOHOMISH COUNTY	\$1,615.00
5/27/22	8068911	SOUND PUBLISHING INC	\$49.98
5/27/22	8068912	SUBURBAN PROPANE	\$641.45
5/27/22	8068913	UNITED SITE SERVICES OF NEVADA INC	\$975.83
5/27/22	8068914	STATE OF WASHINGTON	\$300.00
5/27/22	8068915	WESCO GROUP INC	\$1,029.19
5/27/22	8068916	ALDERWOOD WATER & WASTEWATER DISTRI	\$115.84
5/27/22	8068917	BICKFORD MOTORS INC	\$248.17
5/27/22	8068918	DIRECTV LLC	\$100.99
5/27/22	8068919	PROVEN COMPLIANCE SOLUTIONS INC	\$1,855.00

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/27/22	8068920	RUBATINO REFUSE REMOVAL INC	\$7,284.28
5/27/22	8068921	SOCIETY FOR HUMAN RESOURCE	\$25,180.00
5/27/22	8068922	WORDEN SAFETY PRODUCTS LLC	\$110.00
5/27/22	8068923	HDR ENGINEERING INC	\$3,806.68
5/27/22	8068924	COASTAL COMMUNITY BANK	\$1,134.00
5/27/22	8068925	HARNISH GROUP INC	\$5,692.79
5/27/22	8068926	REXEL USA INC	\$50.00
5/27/22	8068927	WORK TRUCK DIRECT INC	\$508.19
5/27/22	8068928	LIZ DICKSON	\$2,208.20
5/27/22	8068929	REMOTE MEDICINE INC	\$40,193.52
5/27/22	8068930	UNIVERSAL PROTECTION SERVICE LP	\$828.48
5/27/22	8068931	FREMONT ANALYTICAL INC	\$200.00
5/27/22	8068932	JOLENE AMBER MANI	\$1,822.00
5/27/22	8068933	CIRCUIT BREAKER SALES LLC	\$13,221.00
5/27/22	8068934	MUNEER AL-RAMAHY	\$1,409.00
5/27/22	8068935	RONALD J BLACKER	\$4,505.00
5/27/22	8068936	GLASS BY LUND INC	\$650.00
5/27/22	8068937	NORDSTROM HEATING & AIR INC	\$2,650.00
5/27/22	8068938	SUPERIOR GLASS INSTALLATIONS INC	\$2,200.00

**Total: \$4,880,344.74**



## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/9/22	6030151	CENTRAL WELDING SUPPLY CO INC	\$1,350.81
5/9/22	6030152	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$1,463.36
5/9/22	6030153	DAVID EVANS & ASSOCIATES INC	\$15,996.60
5/9/22	6030154	FASTENAL COMPANY	\$290.42
5/9/22	6030155	HOWARD INDUSTRIES INC	\$89,344.30
5/9/22	6030156	NELSON DISTRIBUTING INC	\$616.54
5/9/22	6030157	ROMAINE ELECTRIC CORP	\$989.05
5/9/22	6030158	RWC INTERNATIONAL LTD	\$861.33
5/9/22	6030159	VAN NESS FELDMAN LLP	\$4,798.00
5/9/22	6030160	WEST COAST PAPER CO	\$12,901.94
5/9/22	6030161	WW GRAINGER INC	\$86.64
5/9/22	6030162	CELLCO PARTNERSHIP	\$1,507.62
5/9/22	6030163	LELAND R DART	\$900.00
5/9/22	6030164	DAVIS DOOR SERVICE INC	\$5,477.93
5/9/22	6030165	DESIGNER DECAL INC	\$13,188.00
5/9/22	6030166	EVERETT SAFE & LOCK INC	\$39.16
5/9/22	6030167	GENERAL PACIFIC INC	\$113,345.60
5/9/22	6030168	HD FOWLER COMPANY INC	\$12,255.21
5/9/22	6030169	LENZ ENTERPRISES INC	\$538.52
5/9/22	6030170	LI IMMIGRATION LAW PLLC	\$1,481.25
5/9/22	6030171	MT HOOD FASTENER CO	\$217.95
5/9/22	6030172	NORTHWEST CASCADE INC	\$155.50
5/9/22	6030173	RICOH USA INC	\$287.94
5/9/22	6030174	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$1,062.47
5/9/22	6030175	SOUND SAFETY PRODUCTS CO INC	\$6,639.17
5/9/22	6030176	TRIANGLE ASSOCIATES INC	\$16,437.05
5/9/22	6030177	STATE OF WASHINGTON	\$7,720.25
5/9/22	6030178	GRAYBAR ELECTRIC CO INC	\$369.46
5/9/22	6030179	ALTEC INDUSTRIES INC	\$239.26
5/9/22	6030180	ANIXTER INC	\$131,872.37
5/9/22	6030181	CG ENGINEERING PLLC	\$5,980.00
5/9/22	6030182	JR MERIT INC	\$19,090.84

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/9/22	6030183	MURRAYSMITH INC	\$1,608.69
5/9/22	6030184	AA REMODELING LLC	\$800.00
5/9/22	6030185	WASHINGTON ENERGY SERVICES COMPANY	\$2,650.00
5/9/22	6030186	GARRISON MARR	\$344.68
5/9/22	6030187	CINDY DAYLEY	\$746.98
5/10/22	6030188	ALS GROUP USA CORP	\$85.00
5/10/22	6030189	HOWARD INDUSTRIES INC	\$101,650.90
5/10/22	6030190	STELLAR INDUSTRIAL SUPPLY INC	\$5,545.14
5/10/22	6030191	GORDON TRUCK CENTERS INC	\$318.57
5/10/22	6030192	WILLIAMS SCOTSMAN INC	\$216.22
5/10/22	6030193	AARD PEST CONTROL INC	\$388.52
5/10/22	6030194	ALLIED ELECTRONICS INC	\$227.75
5/10/22	6030195	EDGE ANALYTICAL INC	\$249.00
5/10/22	6030196	KEMP WEST INC	\$2,930.75
5/10/22	6030197	LONGS LANDSCAPE LLC	\$17,679.68
5/10/22	6030198	NORTHWEST CASCADE INC	\$752.50
5/10/22	6030199	ROHLINGER ENTERPRISES INC	\$373.13
5/10/22	6030200	WETHERHOLT & ASSOCIATES INC	\$1,753.50
5/10/22	6030201	ALTEC INDUSTRIES INC	\$2,520.10
5/10/22	6030202	MALLORY SAFETY AND SUPPLY LLC	\$12,659.41
5/10/22	6030203	DRIVELINES NW INC	\$233.39
5/10/22	6030204	NORTH COUNTY OUTLOOK INC	\$405.00
5/10/22	6030205	CENVEO WORLDWIDE LIMITED	\$2,531.11
5/10/22	6030206	JULIE MAINSTONE	\$22.24
5/10/22	6030207	GIUSEPPE FINA	\$548.42
5/10/22	6030208	JOHN HIEB	\$1,198.15
5/10/22	6030209	SHEILA CRAWFORD	\$842.58
5/11/22	6030210	ALS GROUP USA CORP	\$120.00
5/11/22	6030211	CERIUM NETWORKS INC	\$373.66
5/11/22	6030212	ROMAINE ELECTRIC CORP	\$1,211.92
5/11/22	6030213	RWC INTERNATIONAL LTD	\$1,727.55
5/11/22	6030214	S&C ELECTRIC COMPANY	\$175,134.99

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/11/22	6030215	SEAHURST ELECTRIC CO INC	\$49,384.53
5/11/22	6030216	PROLEC-GE WAUKESHA INC	\$65,426.08
5/11/22	6030217	UNITED PARCEL SERVICE	\$180.00
5/11/22	6030218	WASHINGTON ST NURSERY & LANDSCAPE A	\$990.00
5/11/22	6030219	ALLIED ELECTRONICS INC	\$386.36
5/11/22	6030220	BRAKE & CLUTCH SUPPLY INC	\$330.54
5/11/22	6030221	GENERAL PACIFIC INC	\$4,912.86
5/11/22	6030222	HERRERA ENVIRONMENTAL CONSULTANTS I	\$353.84
5/11/22	6030223	LENZ ENTERPRISES INC	\$453.20
5/11/22	6030224	LOUIS F MATHESON CONSTRUCTION INC	\$22,299.15
5/11/22	6030225	SOUND SAFETY PRODUCTS CO INC	\$1,224.51
5/11/22	6030226	TRIANGLE ASSOCIATES INC	\$10,301.49
5/11/22	6030227	GRAYBAR ELECTRIC CO INC	\$14,525.04
5/11/22	6030228	MAGNUM POWER LLC	\$5,620.79
5/11/22	6030229	ANIXTER INC	\$57,239.40
5/11/22	6030230	HCL AMERICA INC	\$123,045.50
5/11/22	6030231	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
5/11/22	6030232	EQUINOX RESEARCH & CONSULTING	\$11,176.59
5/11/22	6030233	MURRAYSMITH INC	\$2,894.00
5/11/22	6030234	OAC SERVICES INC	\$1,098.17
5/11/22	6030235	BORDER STATES INDUSTRIES INC	\$148,362.31
5/11/22	6030236	BREEZE FREE INC	\$600.00
5/11/22	6030237	STILLY RIVER MECHANICAL INC	\$2,500.00
5/11/22	6030238	WASHINGTON ENERGY SERVICES COMPANY	\$6,000.00
5/11/22	6030239	SEATOWN ELECTRIC HEATING & AIR CORP	\$1,500.00
5/11/22	6030240	JULIE MAINSTONE	\$22.00
5/11/22	6030241	ZACHARY OLSON	\$407.00
5/11/22	6030242	BARBARA BURKE	\$681.02
5/11/22	6030243	JACOB DUNN	\$468.69
5/12/22	6030244	ASPLUNDH TREE EXPERT LLC	\$34,589.86
5/12/22	6030245	CENTRAL WELDING SUPPLY CO INC	\$420.21
5/12/22	6030246	ECKSTROM INDUSTRIES INC	\$2,753.78

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/12/22	6030247	FASTENAL COMPANY	\$296.18
5/12/22	6030248	HOWARD INDUSTRIES INC	\$41,130.08
5/12/22	6030249	INTERWEST CONSTRUCTION INC	\$194,162.49
5/12/22	6030250	MOSS ADAMS LLP	\$15,700.00
5/12/22	6030251	MOTOR TRUCKS INTL & IDEALEASE INC	\$565.36
5/12/22	6030252	PETROCARD INC	\$2,481.28
5/12/22	6030253	RWC INTERNATIONAL LTD	\$608.71
5/12/22	6030254	STELLAR INDUSTRIAL SUPPLY INC	\$2,595.82
5/12/22	6030255	TOPSOILS NORTHWEST INC	\$3,363.88
5/12/22	6030256	WEST COAST PAPER CO	\$4,154.22
5/12/22	6030257	WW GRAINGER INC	\$69.21
5/12/22	6030258	EDGE ANALYTICAL INC	\$264.00
5/12/22	6030259	GENERAL PACIFIC INC	\$5,363.49
5/12/22	6030260	HOGLUNDS TOP SHOP INC	\$505.54
5/12/22	6030261	MORGAN SOUND	\$222.55
5/12/22	6030262	RICOH USA INC	\$3,210.45
5/12/22	6030263	ULINE INC	\$636.24
5/12/22	6030264	GRAYBAR ELECTRIC CO INC	\$843.25
5/12/22	6030265	ANIXTER INC	\$703.36
5/12/22	6030266	MOBILE SOLUTIONS SVCS HOLDINGS LLC	\$8,014.50
5/12/22	6030267	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
5/12/22	6030268	THE SISNEY GROUP LLC	\$4.37
5/12/22	6030269	BORDER STATES INDUSTRIES INC	\$38,197.87
5/12/22	6030270	BREEZE FREE INC	\$1,100.00
5/12/22	6030271	CM HEATING INC	\$4,300.00
5/12/22	6030272	HP INC	\$10,440.50
5/12/22	6030273	ENERGY WORKS LLC	\$1,500.00
5/12/22	6030274	COHEN VENTURES INC	\$29,846.75
5/12/22	6030275	BRIE'N MILLER	\$131.04
5/13/22	6030276	ALS GROUP USA CORP	\$85.00
5/13/22	6030277	MR TRUCK WASH INC	\$1,949.63
5/13/22	6030278	LOUIS F MATHESON CONSTRUCTION INC	\$15,151.06

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/13/22	6030279	LITE-ON TECHNOLOGY USA INC	\$114.24
5/13/22	6030280	ORSI LESSEE LLC	\$14,131.80
5/13/22	6030281	THE ADT SECURITY CORPORATION	\$37,349.39
5/13/22	6030282	PAMELA HALDI	\$790.01
5/13/22	6030283	HUGH GIBSON	\$1,434.10
5/13/22	6030284	CATHERINE PATTERSON	\$724.24
5/13/22	6030285	JANNE AVATARE	\$75.00
5/13/22	6030286	ALLISON MORRISON	\$105.00
5/13/22	6030287	JESSICA KRUTENAT	\$9.36
5/13/22	6030288	LIBERTY MUTUAL GROUP INC	\$56,033.36
5/16/22	6030289	CENTRAL WELDING SUPPLY CO INC	\$1,530.36
5/16/22	6030290	MOBILE MINI INC	\$662.09
5/16/22	6030291	MR TRUCK WASH INC	\$791.28
5/16/22	6030292	NORTHSTAR CHEMICAL INC	\$244.00
5/16/22	6030293	S&C ELECTRIC COMPANY	\$8,268.88
5/16/22	6030294	WESTERN FACILITIES SUPPLY INC	\$762.40
5/16/22	6030295	AARD PEST CONTROL INC	\$141.77
5/16/22	6030296	CHAMPION BOLT & SUPPLY INC	\$647.19
5/16/22	6030297	COLEHOUR & COHEN INC	\$6,686.60
5/16/22	6030298	GENERAL PACIFIC INC	\$310.71
5/16/22	6030299	BRIAN DAVIS ENTERPRISES INC	\$32,377.54
5/16/22	6030300	NORTHWEST CASCADE INC	\$309.05
5/16/22	6030301	BEN-KO-MATIC CO	\$224.76
5/16/22	6030302	ROHLINGER ENTERPRISES INC	\$5,123.49
5/16/22	6030303	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$281.13
5/16/22	6030304	SOUND SAFETY PRODUCTS CO INC	\$3,653.08
5/16/22	6030305	STOEL RIVES LLP	\$8,941.00
5/16/22	6030306	ANIXTER INC	\$4,676.67
5/16/22	6030307	SEATTLE NUT & BOLT LLC	\$3,769.57
5/16/22	6030308	CONSOLIDATED PRESS LLC	\$32,947.02
5/16/22	6030309	TRAFFIC CONTROL PLAN CO OF WA LLC	\$700.00
5/16/22	6030310	LUCID SOFTWARE INC	\$314.70

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/16/22	6030311	ARNETT INDUSTRIES LLC	\$3,026.52
5/16/22	6030312	ROLLUDA ARCHITECTS	\$48,424.06
5/16/22	6030313	WELLNESS BY WISHLIST INC	\$32.34
5/16/22	6030314	ECO ENVIRONMENTAL SERVICES INC	\$13,595.04
5/16/22	6030315	HILARY ALLWORTH	\$882.04
5/16/22	6030316	YULIYA SENNIKOV	\$31.60
5/17/22	6030317	AVISTA CORPORATION	\$43,199.00
5/17/22	6030318	EUGENE WATER & ELECTRIC BOARD	\$1,025.00
5/17/22	6030319	HOWARD INDUSTRIES INC	\$139,586.19
5/17/22	6030320	INTERCONTINENTAL EXCHANGE HOLDINGS	\$3,307.00
5/17/22	6030321	NORTH COAST ELECTRIC COMPANY	\$396.73
5/17/22	6030322	PUGET SOUND ENERGY INC	\$1,209.98
5/17/22	6030323	STELLAR INDUSTRIAL SUPPLY INC	\$5,065.25
5/17/22	6030324	TFS ENERGY LLC	\$925.00
5/17/22	6030325	TULLETT PREBON AMERICAS CORP	\$1,000.00
5/17/22	6030326	GORDON TRUCK CENTERS INC	\$31.57
5/17/22	6030327	OTC GLOBAL HOLDINGS LP	\$1,205.00
5/17/22	6030328	BP ENERGY CO	\$22,510.96
5/17/22	6030329	OTC GLOBAL HOLDINGS LP	\$1,025.00
5/17/22	6030330	COLEHOUR & COHEN INC	\$128,903.29
5/17/22	6030331	DUNLAP INDUSTRIAL HARDWARE INC	\$586.54
5/17/22	6030332	EDGE ANALYTICAL INC	\$293.00
5/17/22	6030333	GENERAL PACIFIC INC	\$3,519.57
5/17/22	6030334	HOGLUNDS TOP SHOP INC	\$521.55
5/17/22	6030335	BRIAN DAVIS ENTERPRISES INC	\$5,396.09
5/17/22	6030336	QUALCO ENERGY	\$7,256.48
5/17/22	6030337	RICHARDSON BOTTLING COMPANY	\$166.06
5/17/22	6030338	SOUND SAFETY PRODUCTS CO INC	\$271.02
5/17/22	6030339	ALTEC INDUSTRIES INC	\$16,314.59
5/17/22	6030340	ANIXTER INC	\$890.19
5/17/22	6030341	ICONIX WATERWORKS INC	\$24,258.51
5/17/22	6030342	NORTH COUNTY OUTLOOK INC	\$405.00

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/17/22	6030343	RESOURCE INNOVATIONS INC	\$11,310.40
5/17/22	6030344	INFOSOL INC	\$450.00
5/17/22	6030345	LISTEN AUDIOLOGY SERVICES INC	\$7,410.00
5/17/22	6030346	THE ADT SECURITY CORPORATION	\$472.57
5/17/22	6030347	CONOCOPHILLIPS COMPANY	\$752,963.20
5/18/22	6030348	DAVID EVANS & ASSOCIATES INC	\$1,482.90
5/18/22	6030349	HOWARD INDUSTRIES INC	\$8,226.02
5/18/22	6030350	MR TRUCK WASH INC	\$2,868.39
5/18/22	6030351	SISKUN INC	\$1,757.74
5/18/22	6030352	GORDON TRUCK CENTERS INC	\$384.85
5/18/22	6030353	BRAKE & CLUTCH SUPPLY INC	\$1,282.73
5/18/22	6030354	DESIGNER DECAL INC	\$1,958.97
5/18/22	6030355	DUNLAP INDUSTRIAL HARDWARE INC	\$166.17
5/18/22	6030356	GENERAL PACIFIC INC	\$39,018.90
5/18/22	6030357	NORTHWEST CASCADE INC	\$1,044.25
5/18/22	6030358	SENSUS USA INC	\$4,319.18
5/18/22	6030359	TECH PRODUCTS INC	\$1,048.72
5/18/22	6030360	TRIANGLE ASSOCIATES INC	\$1,727.00
5/18/22	6030361	TYNDALE ENTERPRISES INC	\$10,479.28
5/18/22	6030362	GRAYBAR ELECTRIC CO INC	\$178.20
5/18/22	6030363	ALTEC INDUSTRIES INC	\$58.69
5/18/22	6030364	ANIXTER INC	\$52,670.26
5/18/22	6030365	RESOURCE INNOVATIONS INC	\$123,600.00
5/18/22	6030366	SHERELLE GORDON	\$4,512.52
5/18/22	6030367	ADP INC	\$11,875.78
5/19/22	6030368	IBEW LOCAL 77	\$73,948.18
5/19/22	6030369	OFFICE OF THE SECRETARY OF STATE	\$2,540.00
5/19/22	6030370	REXEL USA INC	\$304.02
5/19/22	6030371	WELLNESS BY WISHLIST INC	\$5,320.08
5/19/22	6030372	AMERICAN CRAWLSPACE & PEST SERVICES	\$898.00
5/19/22	6030373	BREEZE FREE INC	\$900.00
5/19/22	6030374	CLEAN CRAWL INC	\$810.00



## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/19/22	6030375	CM HEATING INC	\$3,300.00
5/20/22	6030376	ALS GROUP USA CORP	\$85.00
5/20/22	6030377	ASPLUNDH TREE EXPERT LLC	\$36,577.13
5/20/22	6030378	CERIUM NETWORKS INC	\$1,153.95
5/20/22	6030379	FASTENAL COMPANY	\$261.12
5/20/22	6030380	HOWARD INDUSTRIES INC	\$127,233.44
5/20/22	6030381	MOTOR TRUCKS INTL & IDEALEASE INC	\$370.64
5/20/22	6030382	STELLAR INDUSTRIAL SUPPLY INC	\$2,468.43
5/20/22	6030383	TRENCHLESS CONSTR SVCS LLC	\$15,030.25
5/20/22	6030384	STATE OF WASHINGTON	\$363.31
5/20/22	6030385	WEST COAST PAPER CO	\$888.94
5/20/22	6030386	DOOSAN GRIDTECH INC	\$116,592.91
5/20/22	6030387	EDGE ANALYTICAL INC	\$440.00
5/20/22	6030388	GENERAL PACIFIC INC	\$147,764.23
5/20/22	6030389	GEOENGINEERS INC	\$12,325.75
5/20/22	6030390	GARY PETERSEN	\$14,142.95
5/20/22	6030391	LOUIS F MATHESON CONSTRUCTION INC	\$129.48
5/20/22	6030392	ROHLINGER ENTERPRISES INC	\$13,297.33
5/20/22	6030393	SWC ENTERPRISES LLC	\$2,081.51
5/20/22	6030394	ALTEC INDUSTRIES INC	\$394.37
5/20/22	6030395	FINANCIAL CONSULTING SOLUTIONS GROU	\$727.50
5/20/22	6030396	HARNISH GROUP INC	\$1,606.43
5/20/22	6030397	CM HEATING INC	\$5,950.00
5/20/22	6030398	COZY HEATING INC	\$2,100.00
5/20/22	6030399	HP INC	\$24,397.80
5/23/22	6030400	AVISTA CORPORATION	\$7,472.20
5/23/22	6030401	CENTRAL WELDING SUPPLY CO INC	\$192.31
5/23/22	6030402	HOWARD INDUSTRIES INC	\$14,881.56
5/23/22	6030403	NORTH COAST ELECTRIC COMPANY	\$4,275.08
5/23/22	6030404	RWC INTERNATIONAL LTD	\$93.37
5/23/22	6030405	S&C ELECTRIC COMPANY	\$3,737.30
5/23/22	6030406	SCHWEITZER ENGINEERING LAB INC	\$14,325.47

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/23/22	6030407	STELLAR INDUSTRIAL SUPPLY INC	\$95.03
5/23/22	6030408	STELLA-JONES CORPORATION	\$44,912.99
5/23/22	6030409	UNITED PARCEL SERVICE	\$494.84
5/23/22	6030410	WW GRAINGER INC	\$276.53
5/23/22	6030411	AXIS SURVEYING & MAPPING INC	\$775.00
5/23/22	6030412	BRAKE & CLUTCH SUPPLY INC	\$175.97
5/23/22	6030413	DESIGNER DECAL INC	\$1,285.83
5/23/22	6030414	DICKS TOWING INC	\$222.55
5/23/22	6030415	ECOLIGHTS NORTHWEST LLC	\$295.56
5/23/22	6030416	BEN-KO-MATIC CO	\$2,593.18
5/23/22	6030417	POLY BAG LLC	\$73.47
5/23/22	6030418	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$240.71
5/23/22	6030419	SOUND SAFETY PRODUCTS CO INC	\$5,822.99
5/23/22	6030420	TECH PRODUCTS INC	\$636.80
5/23/22	6030421	ALTEC INDUSTRIES INC	\$16,809.09
5/23/22	6030422	ANIXTER INC	\$89,785.02
5/23/22	6030423	SEATTLE NUT & BOLT LLC	\$4,815.92
5/23/22	6030424	THE GOODYEAR TIRE & RUBBER CO	\$10,366.47
5/23/22	6030425	BNSF RAILWAY COMPANY	\$7,614.34
5/23/22	6030426	TRAFFIC CONTROL PLAN CO OF WA LLC	\$350.00
5/23/22	6030427	REXEL USA INC	\$2,380.42
5/23/22	6030428	MOUSER ELECTRONICS INC	\$34.50
5/23/22	6030429	BORDER STATES INDUSTRIES INC	\$36,047.20
5/23/22	6030430	UTILITY TRAILER & EQUIP SALES NW LL	\$606.77
5/23/22	6030431	SMART SOURCE OF CALIFORNIA LLC	\$56,601.26
5/23/22	6030432	GS HEATING & COOLING LLC	\$3,000.00
5/24/22	6030433	ASPLUNDH TREE EXPERT LLC	\$2,338.14
5/24/22	6030434	FASTENAL COMPANY	\$858.92
5/24/22	6030435	MOTOR TRUCKS INTL & IDEALEASE INC	\$474.42
5/24/22	6030436	STELLAR INDUSTRIAL SUPPLY INC	\$3,328.58
5/24/22	6030437	UNITED PARCEL SERVICE	\$354.97
5/24/22	6030438	BRAKE & CLUTCH SUPPLY INC	\$262.71

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/24/22	6030439	CELLCO PARTNERSHIP	\$80,790.51
5/24/22	6030440	GENERAL PACIFIC INC	\$120.89
5/24/22	6030441	LONGS LANDSCAPE LLC	\$4,363.56
5/24/22	6030442	NORTHWEST LININGS & GEOTEXTILE	\$307.72
5/24/22	6030443	RELIANCE MANUFACTURING CORPORATION	\$1,239.67
5/24/22	6030444	ROHLINGER ENTERPRISES INC	\$7,757.31
5/24/22	6030445	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$451.03
5/24/22	6030446	SENSUS USA INC	\$1,253.63
5/24/22	6030447	WEX BANK	\$81,632.36
5/24/22	6030448	ALTEC INDUSTRIES INC	\$863.45
5/24/22	6030449	ANIXTER INC	\$41,325.85
5/24/22	6030450	REXEL USA INC	\$623.57
5/24/22	6030451	RENTOKIL NORTH AMERICA INC	\$164.85
5/24/22	6030452	CASCADIA LAW GROUP PLLC	\$540.00
5/24/22	6030453	BARNHART CRANE AND RIGGING LLC	\$23,682.36
5/24/22	6030454	AA REMODELING LLC	\$3,750.00
5/24/22	6030455	WASHINGTON ENERGY SERVICES COMPANY	\$3,550.00
5/24/22	6030456	COHEN VENTURES INC	\$125,604.70
5/24/22	6030457	JASON ZYSKOWSKI	\$319.32
5/24/22	6030458	ADAM LEWIS	\$318.25
5/24/22	6030459	JENILEE MARZOLF	\$22.00
5/24/22	6030460	BEAU GARRISON	\$125.00
5/24/22	6030461	BRADLEY HAGGLUND	\$313.25
5/25/22	6030462	HOWARD INDUSTRIES INC	\$55,198.37
5/25/22	6030463	JACO ANALYTICAL LAB INC	\$270.00
5/25/22	6030464	MOTOR TRUCKS INTL & IDEALEASE INC	\$508.76
5/25/22	6030465	NELSON DISTRIBUTING INC	\$101.17
5/25/22	6030466	PTC INC	\$447.31
5/25/22	6030467	ROMAINE ELECTRIC CORP	\$1,171.61
5/25/22	6030468	RWC INTERNATIONAL LTD	\$935.54
5/25/22	6030469	SISKUN INC	\$159.75
5/25/22	6030470	TRENCHLESS CONSTR SVCS LLC	\$59,674.39

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/25/22	6030471	WILLIAMS SCOTSMAN INC	\$1,038.99
5/25/22	6030472	WW GRAINGER INC	\$1,648.50
5/25/22	6030473	ALLIED ELECTRONICS INC	\$55.28
5/25/22	6030474	CELLCO PARTNERSHIP	\$75,918.93
5/25/22	6030475	THE COMPLETE LINE LLC	\$1,485.85
5/25/22	6030476	EDGE ANALYTICAL INC	\$435.00
5/25/22	6030477	POWER ENGINEERS INC	\$9,461.68
5/25/22	6030478	RICOH USA INC	\$5,118.94
5/25/22	6030479	LOUIS F MATHESON CONSTRUCTION INC	\$2,039.31
5/25/22	6030480	SOUND SAFETY PRODUCTS CO INC	\$2,605.07
5/25/22	6030481	HECTOR BRACERO	\$327.90
5/25/22	6030482	ALTEC INDUSTRIES INC	\$36.55
5/25/22	6030483	ANIXTER INC	\$1,907.32
5/25/22	6030484	LISTEN AUDIOLOGY SERVICES INC	\$4,800.00
5/25/22	6030485	THE ADT SECURITY CORPORATION	\$233.54
5/25/22	6030486	COHEN VENTURES INC	\$74,039.84
5/25/22	6030487	ALAN LUNA	\$136.00
5/25/22	6030488	KELLEY COULSON	\$175.00
5/25/22	6030489	BRIAN BOOTH	\$460.21
5/25/22	6030490	JASON COHN	\$587.89
5/25/22	6030491	JOHN HALLE	\$325.00
5/25/22	6030492	LIBERTY MUTUAL GROUP INC	\$36,980.87
5/26/22	6030493	ASPLUNDH TREE EXPERT LLC	\$35,770.21
5/26/22	6030494	DOBLE ENGINEERING CO	\$1,902.60
5/26/22	6030495	HOWARD INDUSTRIES INC	\$20,072.14
5/26/22	6030496	MOTOR TRUCKS INTL & IDEALEASE INC	\$839.60
5/26/22	6030497	RWC INTERNATIONAL LTD	\$1,075.66
5/26/22	6030498	SCHWEITZER ENGINEERING LAB INC	\$4,775.16
5/26/22	6030499	STELLAR INDUSTRIAL SUPPLY INC	\$1,129.13
5/26/22	6030500	TRENCHLESS CONSTR SVCS LLC	\$185,386.40
5/26/22	6030501	VAN NESS FELDMAN LLP	\$6,348.00
5/26/22	6030502	WW GRAINGER INC	\$16.20

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/26/22	6030503	ALLIED ELECTRONICS INC	\$165.95
5/26/22	6030504	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$1,068.66
5/26/22	6030505	DUNLAP INDUSTRIAL HARDWARE INC	\$3,407.27
5/26/22	6030506	HOGLUNDS TOP SHOP INC	\$1,994.68
5/26/22	6030507	LENZ ENTERPRISES INC	\$232.73
5/26/22	6030508	MILLIMAN INC	\$1,093.51
5/26/22	6030509	DAVID JAMES PERKINS	\$2,200.00
5/26/22	6030510	LOUIS F MATHESON CONSTRUCTION INC	\$393.84
5/26/22	6030511	SNOHOMISH COUNTY	\$45,964.46
5/26/22	6030512	GRAYBAR ELECTRIC CO INC	\$10,754.26
5/26/22	6030513	ALTEC INDUSTRIES INC	\$2,325.01
5/26/22	6030514	ANIXTER INC	\$7,001.92
5/26/22	6030515	US DEPT OF ENERGY BONNEVILLE	\$44,175.00
5/26/22	6030516	CENVEO WORLDWIDE LIMITED	\$2,531.11
5/26/22	6030517	USIC HOLDINGS INC	\$275.00
5/26/22	6030518	RAND WORLDWIDE INC	\$31,140.13
5/26/22	6030519	CLEAN CRAWL INC	\$1,982.00
5/26/22	6030520	CM HEATING INC	\$4,950.00
5/26/22	6030521	HUGH GIBSON	\$855.70
5/26/22	6030522	MICHAEL ST. CLAIR	\$92.00
5/26/22	6030523	JOSIE ANDERSON	\$175.00
5/26/22	6030524	ALEXIS DICKIE	\$1,005.56
5/26/22	6030525	SIDNEY LOGAN	\$445.92
5/26/22	6030526	KIRK PRINDLE	\$908.10
5/27/22	6030527	CENTRAL WELDING SUPPLY CO INC	\$70.02
5/27/22	6030528	CERIUM NETWORKS INC	\$576.98
5/27/22	6030529	FIRSTLINE BUSINESS SYSTEMS INC	\$6,498.39
5/27/22	6030530	HOWARD INDUSTRIES INC	\$135,219.86
5/27/22	6030531	KUBRA DATA TRANSFER LTD	\$35,532.09
5/27/22	6030532	NORTHSTAR CHEMICAL INC	\$2,500.00
5/27/22	6030533	NORTHWEST POWER POOL CORP	\$13,045.17
5/27/22	6030534	NW SUBSURFACE WARNING SYSTEM	\$8,494.65

## Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/27/22	6030535	PETROCARD INC	\$2,940.24
5/27/22	6030536	PITNEY BOWES PRESORT SERVICES LLC	\$228.53
5/27/22	6030537	SEATTLE TIMES COMPANY	\$2,173.59
5/27/22	6030538	STELLAR INDUSTRIAL SUPPLY INC	\$11,796.31
5/27/22	6030539	PRATT DAY & STRATTON PLLC	\$2,687.00
5/27/22	6030540	BACKGROUND INFORMATION SERVICES INC	\$2,366.25
5/27/22	6030541	BENS CLEANER SALES INC	\$1,406.78
5/27/22	6030542	CONFLUENCE ENGINEERING GROUP LLC	\$2,984.00
5/27/22	6030543	NORTHWEST HANDLING SYSTEMS INC	\$2,136.46
5/27/22	6030544	OPEN ACCESS TECHNOLOGY INTL INC	\$846.66
5/27/22	6030545	TRAFFIC CONTROL PLAN CO OF WA LLC	\$700.00
5/27/22	6030546	ATWORK COMMERCIAL ENTERPRISES LLC	\$22,333.36
5/27/22	6030547	DS SERVICES OF AMERICA INC	\$2,579.92
5/27/22	6030548	QCERA INC	\$1,994.00
5/27/22	6030549	BANK OF AMERICA NA	\$366,782.38
5/27/22	6030550	GALAXY 1 COMMUNICATIONS	\$67.04
5/27/22	6030551	JACKAREN CONSULTING	\$19,000.80
5/27/22	6030552	USIC HOLDINGS INC	\$62,543.18
5/27/22	6030553	RESOUND ENERGY LLC	\$3,628.21
5/27/22	6030554	STILLWATER ENERGY LLC	\$10,452.43
5/27/22	6030555	CHILO PLUMLEE	\$102.00
5/27/22	6030556	SUZANNE OVERSVEE	\$223.36
5/27/22	6030557	SHELBY JOHNSON	\$181.35
5/27/22	6030558	TYLER HUMAN	\$125.00
5/27/22	6030559	GARRISON MARR	\$1,165.39
5/27/22	6030560	SHAWN WIGGINS	\$51.50
5/27/22	6030561	KELLAN BULMAN	\$102.00

**Total: \$6,320,806.38**

## Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
5/10/22	7002531	ICMA-RC	\$37,696.78
5/16/22	7002532	US BANK NA	\$1,996,511.85
5/19/22	7002533	ICMA-RC	\$198,301.72
5/19/22	7002534	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$38,664.59
5/19/22	7002535	ICMA-RC	\$538,537.02
5/20/22	7002536	PUBLIC UTILITY DIST NO 1 OF CHELAN	\$347,792.00
5/20/22	7002537	THE ENERGY AUTHORITY INC	\$174,073.00
5/20/22	7002538	PUGET SOUND ENERGY INC	\$172,998.00
5/20/22	7002539	CITY OF SEATTLE	\$376,616.98
5/20/22	7002540	TRANSALTA ENERGY MARKETING US INC	\$481,364.00
5/20/22	7002541	US DEPARTMENT OF ENERGY	\$74,651.00
5/20/22	7002542	CITY OF TACOMA WASHINGTON	\$48,175.00
5/20/22	7002543	HAMPTON LUMBER MILLS-WA INC	\$78,881.71
5/20/22	7002544	AVANGRID RENEWABLES LLC	\$1,664,388.95
5/20/22	7002545	IDAHO POWER COMPANY	\$7,450.00
5/20/22	7002546	LL&P WIND ENERGY INC	\$386,073.44
5/20/22	7002547	WHEAT FIELD WIND POWER PROJECT LLC	\$1,923,168.75
5/20/22	7002548	MACQUARIE ENERGY NORTH AMERICA TRAD	\$2,308,545.00
5/23/22	7002549	US DEPARTMENT OF ENERGY	\$20,506,797.00
5/26/22	7002550	US DEPARTMENT OF ENERGY	\$4,411,563.00

**Total: \$35,772,249.79**



## Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
5/18/22	5300000617	PUD EMPLOYEES - DIRECT DEPOSIT	\$3,791,881.27
5/20/22	844636 - 844648	PUD EMPLOYEES - WARRANTS	\$30,486.39

## Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
5/12/22	5300000614	STATE OF WA DEPT OF RETIR	\$1,899,662.51
5/13/22	5300000615	US POSTAL SVC	\$110,000.00
5/13/22	5300000616	WELLNESS BY WISHLIST INC	\$18,687.42
5/18/22	5300000617	ADP INC	\$886,248.22
5/20/22	5300000618	WELLNESS BY WISHLIST INC	\$16,126.18
5/25/22	5300000619	STATE OF WA DEPT OF RETIR	\$164,832.16
5/26/22	5300000620	STATE OF WA DEPT OF REVEN	\$2,295,847.99
Total:			\$5,391,404.48



## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 5A

### TITLE

Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement with Seattle SMSA Limited Partnership d/b/a Verizon Wireless, Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property

### SUBMITTED FOR: Individual Consideration

<u>Planning Engineering Technical Services</u>	<u>Moe Matthews</u>	<u>5681</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>May 17, 2022</u>	
Estimated Expenditure:		Presentation Planned <input type="checkbox"/>

### ACTION REQUIRED:

- |  |                                     |  |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion               | (Information)                       |  |
| <input type="checkbox"/> Policy Decision                 |                                     |  |
| <input checked="" type="checkbox"/> Statutory            |                                     |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Ends Policy 5. Utilities are provided at the lowest possible cost consistent with sound business principles.*

The District is the owner of various properties and facilities around Snohomish County, including advantageously situated real property, communications and transmission tower space, buildings, distribution/light poles and water tanks, which are of interest to third parties for purposes of installation of their wireless telecommunications facilities.

The District has entered into a number of Master License Agreements with various entities, including Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), to allow for and establish terms and conditions regarding the licensing of wireless communication facilities on District property.

The current Master License Agreement with Verizon Wireless will expire on June 10, 2022. The District and Verizon Wireless have reached a tentative agreement on the terms and conditions of a new license agreement that is reflected in the proposed MLA and subject to the consideration by and approval of the Board of Commissioners.

The proposed MLA would license Verizon Wireless to continue to use District properties and facilities for its wireless telecommunication facilities in exchange for paying the District license fees for such use. The fee/services that the District realizes will benefit the District customers by optimizing a return on public assets. The proposed MLA term is 5 years.

District staff recommend that the Board of Commissioners pass the resolution authorizing execution of a new Master License Agreement with Verizon Wireless.

*List Attachments:*

Resolution

Exhibit A – Verizon Wireless Master License Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement with Seattle SMSA Limited Partnership d/b/a Verizon Wireless, Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property

WHEREAS, Public Utility District No. 1 of Snohomish County, Washington ("District"), is the owner of various properties and facilities around Snohomish County, including advantageously situated real property, communications and transmission tower space, buildings, distribution/light poles, and water tanks, which are of interest to third parties for purposes of installation of their wireless telecommunications facilities; and

WHEREAS, the District has entered into a number of Master License Agreements with various entities, including Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), to allow for and establish terms and conditions regarding the licensing of wireless communication facilities on District property; and

WHEREAS, such Master License Agreements provide additional revenue to the District that enhance the District's ability to be a lower-cost provider/distributor of electricity and to optimize return on public investment in District facilities; and

WHEREAS, the current Master License Agreement with Verizon Wireless will expire on June 10, 2022, and Verizon Wireless is proposing to enter into a new Master License Agreement with the District; and

WHEREAS, after discussions with District representatives, Verizon Wireless is willing to enter into the proposed Master License Agreement attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County, that the proposed Master License Agreement between the District and Verizon Wireless, Inc. is in the best interest of the District, and that the Assistant General Manager, Distribution and Engineering Services, and/or his designee, is hereby authorized to execute said Master License Agreement on behalf of the District in substantially the form attached hereto as Exhibit A; provided that the final form of the Master License Agreement shall be subject to the review and approval of the District’s General Counsel or her designee.

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary



## Applicant Resolution/Authorization

Organization Name (sponsor) \_\_\_\_\_

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) \_\_\_\_\_

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.



3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only—If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only—If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

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

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

## MASTER LICENSE AGREEMENT

This Master License Agreement (“Agreement” or “MLA”), dated as of this \_\_\_\_ day of \_\_\_\_\_, 2022, is made by and between Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“Licensor”), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware Limited Partnership (“Licensee”). Licensor and Licensee may also be referred to herein individually as “Party” or collectively as “Parties.”

### RECITALS

Licensor owns or has other legal rights to certain property (land, improvements to that land, and structures on that land). Licensee wishes to obtain a non-exclusive license to use certain portions of Licensor’s property for purposes of locating unmanned radio communications and direct support equipment, including, but not limited to, transmitters, receivers, antennae, feed lines, combiners, batteries and chargers, all to the extent used to provide FCC-licensed and unlicensed frequencies (collectively, the “Equipment”) on such property. The specific portion of Licensor’s property at each individual location licensed to Licensee will be referred to individually as a “Site” and collectively as the “Sites.” Any ground space reasonably necessary for placement and operation of the Equipment shall be included in the Site licensed to Licensee as described in the Site License Acknowledgment, provided that such ground space may be subject to separate rental fees to the extent specified as part of the applicable Site License Acknowledgment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

### 1. MASTER LICENSE AGREEMENT

This Agreement contains the basic terms and conditions upon which each Site are licensed by Licensor to Licensee. When the Parties agree on the particular terms for a Site, the Parties will execute a completed Site License Acknowledgment (a “SLA”) in the form attached as Exhibit A. Each executed SLA is deemed to be a part of this Agreement. The terms and conditions of the SLA will govern and control if there is a discrepancy or inconsistency between the terms and conditions of any SLA and this Agreement. Licensee may record a memorandum of the SLA. Upon termination of the SLA for any reason, Licensee will record a notice of termination of the SLA if Licensee previously recorded a memorandum of the SLA.

## **2. USE**

Subject to the terms and conditions contained in this Agreement and the SLA relating to the Site, Licensors grants a license to Licensee and Licensee accepts a license from Licensors for the Site(s).

**2.1** A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of the unmanned radio communications equipment ("Equipment") and related Licensee-owned buildings, antennae support structures ("Towers") and utilities, all as more specifically described in the applicable SLA (Equipment and Towers may be individually or collectively referred to as "Communications Facilities"); provided that in no event shall such Equipment and Towers be used for the provision of energy or water management services without the written consent of Licensors; provided, however, that such provision shall be deemed inapplicable to the extent prohibited by state or federal law. Such installation, repair, operation, upgrading, maintenance and removal by Licensee at the Site shall be lawful and in compliance with all applicable laws, orders, ordinances and regulations of federal, state, and local authorities having jurisdiction.

**2.2** Licensee shall, at its sole cost and expense (including the cost of any necessary testing of and/or modifications to Licensors's equipment), install, maintain, remove, upgrade and operate at the Site only the Licensee Communications Facilities specified on the applicable SLA. Licensee must install, operate and maintain the Equipment and Towers in a manner that does not interfere in any way with the existing or future operations on the Site of Licensors or any other existing users of the Site, and in accordance with all applicable requirements set forth in Section 9 hereof. Licensee shall not use or permit any use of a Site that will in any way:

- (a) Conflict with any applicable law, statute, regulation, ordinance, rule, order or other requirement, now or hereafter in effect, of any governmental authority;
- (b) Cause or constitute any nuisance, noxious odors, unsafe condition or waste in or about the Site;
- (c) Interfere with the rights, operations, or disturb the quiet enjoyment of Licensors, other users of the Site, or any other person lawfully on the Site; or
- (d) Except as allowed in Section 14.3, cause a cancellation, increase the premiums for or deductible under, or otherwise affect any fire, casualty, property, liability or other insurance covering the Site.

**2.3** The types of Sites potentially available to Licensee by Licensor include, but are not limited to, transmission towers and/or poles, distribution poles, light standards, communication tower sites, substation sites, raw land, stand pipes, and buildings. Licensor may, at Licensor's option, perform installation, maintenance, and repairs of Licensee's Communications Facilities at Licensor's transmission line tower sites and/or poles, distribution poles and/or light standards in coordination with Licensee at Licensee's sole cost and expense. Licensor has the right to define the level of reasonable coordination required for the installation, maintenance, and repairs of Licensee's Communications Facilities at transmission towers and/or poles, distribution poles, light standards, communication tower sites, substation sites, raw land, stand pipes, and buildings. Such levels of coordination shall be defined within each SLA. Licensor will respond to Licensee's request regarding coordination of the installation of Licensee's Communications Facilities within thirty (30) days after receiving Licensee's request.

**2.4** Licensee acknowledges that the license to use the Site is secondary to Licensor's operations, maintenance, and related activities, which are the primary uses of the Site. Accordingly, if there is a casualty to any of Licensor's equipment on or adjacent to a Site and it is necessary to use the Site for restoration or other activities necessary to ensure such continued Licensor operations, maintenance and related activities, Licensee will arrange to utilize temporary facilities on or off the Site at Licensee's sole expense, as more fully described in Section 17.2 hereof, and shall cooperate, and shall otherwise comply with reasonable requests made by Licensor to the extent necessary to restore or maintain services to Licensor's customers, in the sole discretion of Licensor.

**2.5** Nothing in this Agreement shall prohibit Licensor from entering into agreements with third parties for the use of the Site for communication and other purposes; provided that any radio communication equipment proposed to be installed on the Site shall be subject to requirements substantially equivalent to those set forth in Section 9.4 hereof.

**2.6** Licensor shall, at Licensee's expense, execute such appropriate documents and applications as may be required (i.e., by virtue of Licensor's ownership of or rights in the Site) by any governmental agency with jurisdiction in order for Licensee to obtain the necessary licenses, permits or other approvals from such governmental agency to use the Site as contemplated by this Agreement and the applicable SLA; provided, however, that Licensor shall not under any circumstances be obligated to execute any application or other document that, in Licensor's reasonable judgment, will in any way impair, limit or adversely affect Licensor's rights in or ownership or use of the Site or which creates an unjustifiable liability to Licensor.

**2.7** Notwithstanding anything to the contrary in this Agreement, in all cases in which Licensee erects a Tower on any Site, ownership of such Tower shall immediately transfer to Licensor upon completion of construction, unless otherwise specified by the District in writing. Licensor may in its sole discretion permit co-location of Licensor or other equipment or facilities on such tower; provided that any such third party equipment or facilities shall be subject to requirements substantially equivalent to those set forth in Section 9.4 hereof. All license or other fees resulting from such co-location shall be payable to Licensor unless otherwise specifically agreed in the applicable SLA.

### **3. TERM**

The term of this Agreement ("Initial Term") is five (5) years commencing on the date specified on page 1 of this Agreement ("Effective Date"). Except as otherwise provided in Sections 5.1 and 5.2, the Term for a SLA will commence on the date such SLA is executed by the Licensor ("Commencement Date"), and will terminate concurrent with this Agreement, unless otherwise terminated as provided in this Agreement. Licensee may enter the Site stated in the SLA before the Commencement Date, to the extent such entry is related to engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of Licensee's Communications Facility subject to the conditions addressed in Section 12 "Access to the Site."

### **4. TERMINATION**

**4.1** In addition to any other rights to terminate a SLA or this Agreement, Licensor has the right to terminate a SLA and all of Licensee's rights to the Site upon written notice to Licensee if any Communication Facilities placed on the Site by Licensee unreasonably interferes with any equipment located on the Site, in the sole discretion of Licensor, and Licensee fails to resolve the interference to the satisfaction of Licensor within thirty (30) days of the date of such notice.

**4.2** In addition to any other event of termination of a SLA or this Agreement, Licensee shall have the right to terminate a SLA upon thirty (30) days prior written notice upon the occurrence of any of the following:

- (a) Any certificate, permit, license or approval specified in the SLA is rejected, provided such intent is set forth in the applicable SLA; or
- (b) Any certificate, permit, license or approval specified in the SLA cannot be obtained in a timely fashion, provided such intent is set forth in the applicable SLA; or

- (c) If any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency, provided that Licensee has used its best efforts to keep such certificate, permit, license or approval in force.

**4.3** In addition to any other rights to terminate a SLA or this Agreement, Licensors shall have the right to terminate this Agreement in the event that, because of the existence of this Agreement (individually or in conjunction with other such agreements), any court, regulatory, or governmental entity having jurisdiction issues any final order that Licensors is a "Telecommunications Company" or that Licensors is providing "Telecommunications Service," as defined in any federal or Washington State statute or regulation. Upon receipt of such notice Licensee shall have a reasonable period of time within which to secure alternate facilities and to disconnect and remove all of its property from Licensors's facilities, and this Agreement as well as Licensee's use of Licensors's facilities shall terminate upon the expiration of such period. If such final order specifies an earlier date of termination, then this Agreement shall terminate on the date so specified, unless Licensee is diligently prosecuting in good faith an appeal or other legal challenge to the final order and pending, such appeal or challenge, the effectiveness of such final order is stayed or its applicability to Licensors is otherwise suspended.

**4.4** In addition to any other rights to terminate a SLA or this Agreement, Licensors shall have the right to terminate this Agreement upon notice in advance to Licensee, if the existence of this Agreement (individually or in conjunction with other such agreements) creates an adverse impact upon Licensors's ability to issue tax exempt debt. Upon receipt of such notice, Licensee shall have the right to review with Licensors and its bond counsel the reason(s) for the creation of such adverse impact and to determine, in concert with Licensors, whether the existence thereof can be eliminated by an amendment of the Agreement. In such event Licensors shall, before the effective date of any termination, and if Licensee so elects, negotiate in good faith with Licensee to amend this Agreement to eliminate the adverse impact.

Should Licensors become aware of any pending legislation or regulatory change which is likely to have an adverse impact upon Licensors's ability to issue tax-exempt debt as a result of this Agreement (individually or in conjunction with other such agreements), Licensors shall promptly notify Licensee thereof. Licensee, at its sole cost and expense, may contest such legislation or regulatory action, including rights of legal challenge and appeal to effect elimination of such adverse impact and Licensors shall support such activities of Licensee provided that such support shall not result in any cost or expense to Licensors.

Notwithstanding the foregoing, Licensor retains the right to terminate this Agreement at any time if, in its sole judgment, this Agreement individually or in conjunction with other such agreements creates an adverse impact on its ability to issue tax-exempt debt; however, Licensor agrees that it will not terminate this Agreement until the latest reasonable date as determined by Licensor, so as to afford Licensee as much time as reasonably possible to make arrangements for relocation of its facilities.

In recognition of the importance of this Agreement, Licensor hereby agrees to be reasonable in any determination or exercise of judgment made pursuant to this subsection. Licensor further agrees not to terminate the Agreement if the adverse impact can be eliminated by cancellation of other non-power contracts entered into after the Effective Date of this Agreement.

**4.5** In addition to any other event of termination of a SLA or this Agreement, Licensor shall have the right to terminate any SLA and all of Licensee's rights to the Site upon one (1) year prior written notice.

**4.6** If the Licensee terminates this Agreement, any prepaid Annual Fees (as described in Section 5 below) shall be retained by Licensor along with annual fee payments made through the end of the current term; provided that if such termination is pursuant to Section 9.9 hereof, such Annual Fees will be prorated to the date of such termination. If Licensor terminates this Agreement, any prepaid Annual Fees will be refunded to Licensee on a pro rata basis.

## **5. FEES**

### **5.1 ANNUAL FEE**

The "Annual Fee" shall mean the sum of the annual fees for all Sites as calculated in accordance with the applicable SLAs and the following:

- (a) The Annual Fee shall be due and payable on the first day of the first month following each anniversary of the Effective Date of this Agreement;
- (b) The initial annual fee for each site will be payable on or before the Commencement Date of the SLA and shall be prorated for that initial year to coincide with the anniversary of the Effective Date of this Agreement;
- (c) The annual fee for each Site will continue past any termination of the SLA (and shall be prorated) until all of the Equipment is removed from the Site (except as specified in Sections 21.2 and 21.3) and restoration of the Site has occurred according to the Agreement; and



- (d) With respect to SLAs covering multiple Sites, as more fully described in Section 6.6 hereof, the Commencement Date applicable to each individual Site will be the date of installation of the applicable equipment on such Site, and such annual fee shall be prorated in the first and last year of the installation to coincide with the anniversary of the Effective Date of this Agreement.

## **5.2 RESERVATION FEE**

A nonrefundable Reservation Fee as specified in Exhibit B shall be charged when Licensee wishes Licensors to hold a prospective Site available for Licensee prior to the execution of a SLA for such Site, (i) for purposes of Licensee's obtaining of necessary permits or approvals, conducting of site inspection or testing, or other such preliminary investigation, or (ii) in the event another party submits an application for the same Site. Licensee has thirty (30) days to pay such Reservation Fee once Licensee notifies Licensors of request to hold the Site or in the event another application is submitted for the applicable Site. Such Reservation Fee must be paid within thirty (30) days of the date on which Licensors notifies Licensee of the requirement to pay a Reservation Fee in order to hold the Site. In order to hold the Site, a SLA must be executed with respect to the applicable Site within seventy-five (75) days of the notification of requirement to pay a Reservation Fee. Such deposit shall be applied to the initial installment of annual fee due with respect to such Site and the Commencement Date with respect to such SLA shall be the date of Licensors's acceptance of Licensee's request for reservation of such Site, in the form attached as Exhibit C hereto. If a SLA is not executed within such time period, such deposit will be forfeited and Licensors will be free to market the Site to others; provided that Licensors may, in its sole discretion, agree to hold such Site for one additional seventy-five (75) day period upon the payment of the balance of the annual fee by Licensee. Requests for reservation of a specific Site shall be in the form set forth as Exhibit C attached hereto.

### **5.3 APPLICATION FEE**

With respect to any Site which Licensee is or may be interested in licensing pursuant to this Agreement, Licensor shall provide, at the request of and at no charge to Licensee, general information pertaining to such Site such as its availability, ownership status and/or applicable easement rights, availability of utilities, and Licensor's future plans for usage of the Site to the extent available, and subject to change without notice. Any further request for preliminary information and/or submittal of a proposed SLA regarding such Site shall be accompanied by a nonrefundable application fee in the amount set forth in Exhibit B, which shall cover the average Licensor costs of processing such request for site availability, additional information and/or proposed SLA. Licensee requests to modify existing equipment shall be accompanied by a nonrefundable application fee in the amount set forth in Exhibit B, which shall cover the average Licensor costs to prepare cost estimates, obtain necessary permits, determine construction needs, and other miscellaneous costs related to such modifications.

With respect to the installation of certain low-impact equipment, as further described in Section 2.B of Exhibit B, Licensee will submit a new installation or modification request for equipment to be installed under the applicable SLA, in the form provided by the Licensor. Each such request will be accompanied by a nonrefundable application fee as set forth in subsection 2.B. of Exhibit B, which shall cover the average Licensor costs to review sites for location approval, engineering and construction review along with other miscellaneous costs related to the request.

### **5.4 ADJUSTMENT OF FEES**

The annual fee and application fee for a Site will be adjusted as provided on Exhibit B.

### **5.5 ESCORT AND BUILDING FEES**

Licensee shall reimburse Licensor for any and all reasonable costs and expenses reasonably incurred by Licensor in connection with providing escorts at Site(s) where Licensee does not have 24 hour access to its ground space and in connection with services performed by Licensor at the request of Licensee within thirty (30) days after submittal of a statement of such reasonable costs and expenses and reasonable supporting documentation. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, construction, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other expenses.

## **5.6 INTEREST**

If Licensee fails to pay any fee within thirty (30) days of when due, such amount will bear interest until paid at the rate of one and one-half percent (1.5%) per month or at the highest rate permitted by law, whichever is lower.

## **5.7 LATE FEE**

If Licensee fails to pay any fee within thirty (30) days of when due, Licenser may require that Licensee pay to Licenser a late fee of \$150 per month until the payment is received. The late fee is in addition to the interest Licenser may assess under Section 5.6 of this Agreement.

## **5.8 OTHER AMOUNTS**

Any sums due to Licenser under this Agreement are subject to the interest charges and late fees specified in Sections 5.6 and 5.7 and any other provisions of this Agreement which address License Fees.

## **6. SITE LICENSE APPROVAL**

**6.1** Licensee has the right at its sole cost and expense to erect, maintain, replace and operate at each Site only those Communications Facilities specified on a SLA. Prior to commencing any installation or material alteration of a Site, Licensee must obtain Licenser's written approval of a completed SLA, in the form attached as Exhibit A, for the Site; provided that such approval or disapproval shall be granted in the sole discretion of Licenser. Licensee shall specify its proposed installation of utilities to the Site in the applicable SLA and shall provide Licenser with prior written notice of such installation; provided that if the proposed utility route interferes with Licenser's current or potential future use of the Site, the Licenser may direct the installation to take a specific route and be conducted in a specific manner. Licenser will notify Licensee of its approval or disapproval of a proposed SLA within twenty (20) business days after receipt of the proposed SLA by Licenser, unless otherwise agreed in writing by both Parties. Unless otherwise directed in writing by Licenser, Licensee shall submit each proposed SLA to:

Name: Maureen Matthews  
Manager Joint Use and  
Permits

Address: Public Utility District No. 1  
of Snohomish County  
P.O. Box 1107  
Everett, WA 98206

Phone No. 425-783-5681

Email: Jointuse@snopud.com

**6.2** In the event that Licensor gives its written consent to a proposed SLA or to proposed modifications to an existing SLA, Licensee shall install the Communication Facilities in strict accordance with:

- (a) Such proposed SLA or SLA Amendment;
- (b) The proposed site drawings;
- (c) Any conditions or qualifications specified by Licensor in its consent, including but not limited to the requirement for Licensee to hold community meetings with the affected neighborhood; and
- (d) The provisions of this Agreement, to the extent this Agreement is not inconsistent with the SLA.

**6.3** Licensee shall reimburse Licensor for any and all reasonable costs and expenses reasonably incurred by Licensor in connection with services performed by Licensor at the request of Licensee (whether prior to or after the submittal of a proposed SLA) within thirty (30) days after submittal of a statement of such reasonable costs and expenses and reasonable supporting documentation. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other reasonable and satisfactorily documented expenses.

**6.4** Any structural work on a structure on the Site, or any work involving a material alteration of any portion of the Site, must be approved by Licensor. Licensor may choose to perform the structural analysis itself or may require a structural analysis to be performed by a licensed structural engineer and submitted for a peer review as selected by Licensor, in either case at Licensee's sole cost and expense. For purposes of the foregoing, Licensee's subsequent changing out of Equipment previously installed at a Site with Equipment of substantially the same size in the course of repairs or upgrading of electronic ground equipment within the ground space license area and not involving trenching on Licensor's property will not be deemed to be a material alteration; provided, however, that any changes to equipment on the structure such as increase in the number of antennae or coax at a Site or change in the height or placement of such antennae shall be deemed a material alteration.

**6.5** In the event Licensee shall install or materially alter any Equipment, Communications Facilities or portion thereof on Licensor's property or facilities without obtaining Licensor's written approval of a SLA or SLA Amendment relating to such installation or material alteration, Licensee shall pay, in addition to the fees payable pursuant to Sections 6.3 and 6.4 above, a retroactive monthly charge for each month of such unauthorized installation in the amount set forth in Exhibit B hereto, provided that such amount may be increased from time to time upon at least six (6) months' written notice to Licensee to the extent necessary to reflect any percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index of all items, Base 1982-1984, for the Seattle-Tacoma-Bremerton Metropolitan Statistical Area since the date of execution of the Agreement or the most recent increase in such amount, as appropriate. In addition, Licensee shall immediately submit to Licensor an application for such installation or alteration and, to the extent a mutually acceptable SLA or SLA Amendment cannot be negotiated within a reasonable period of time, shall promptly remove such facilities (or, with respect to materially altered facilities, shall return such altered facilities to the state specified in the original SLA) upon written notice from the Licensor, in accordance with the requirements set forth in Section 21 hereof. In the event Licensee cannot provide documentation satisfactory to Licensor, in Licensor's sole discretion, as to the actual date of such unauthorized installation or alteration, Licensee shall be liable for accrued charges for such installation or alteration for a period of five (5) years preceding the date of discovery by Licensor of such unauthorized installation or alteration.

**6.6** Notwithstanding the foregoing, with respect to low-impact equipment areas further described in Section B.2. of Exhibit B, a single SLA covering multiple locations may be executed.

## **7. SITE ACCEPTANCE**

**7.1** For purposes of Section 7.2 below, Licensee will be deemed to have accepted the Site only at the time Licensee commences installation of the Equipment at the Site pursuant to the SLA approved by Licensor; provided that Licensee's failure to so accept such Site shall not be grounds for termination of the SLA relating to such Site except as provided in Section 4 hereof. Conducting feasibility and cost assessments and other inspections on the Site is not deemed to be acceptance.

**7.2** Acceptance of the Site by Licensee is conclusive evidence that Licensee:

- (a) Accepts the Site as suitable for the purpose for which it is Licensed;
- (b) Accepts the Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and

- (c) Waives all claims against Licensor in respect of defects in the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes, except:
  - (i) As expressly provided otherwise in this Agreement;
  - (ii) To the extent the claim results from the negligent act of Licensor, its employees, agents or contractors; or
  - (iii) If resulting from a known claim by a third party not identified by Licensor in its representations under this Agreement.

**7.3** Licensor does not warrant the suitability of any particular Site for the purposes for which Licensee may desire to use it; nor does Licensor warrant the adequacy of any Site's location, its condition or the condition of any structure or appurtenances for any purpose. Licensee takes each Site "AS IS," "WHERE IS" and "WITH ALL FAULTS."

## **8. PERFORMANCE OF THE WORK**

**8.1** The installation, maintenance, repair, relocation and removal of Communication Facilities and other work performed in connection with this Agreement is collectively referred to herein as the "Work."

**8.2** Except as otherwise agreed upon by the Parties in writing, and subject to the coordination requirements set forth in Sections 2.3 and 12, Licensee shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. All Work will be undertaken at Licensee's sole cost and expense. Licensee shall expeditiously and efficiently perform the Work in accordance with the SLA and the provisions of this Agreement. Licensee shall not independently hire any Licensor employee to perform any of the Work (e.g., other than in the course of his or her employment with Licensor with respect to Work that Licensor agrees to perform for Licensee).

**8.3** Licensee shall perform the Work in a workmanlike and skillful manner and (a) the Communication Facilities will be safe when used in conformance with manufacturers' and installers' guidelines; (b) of first-class quality for Licensee's intended purpose; and (c) in conformance with such license requirements and specifications as Licensor shall from time to time reasonably prescribe after thirty (30) days' written notice and all applicable laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals with jurisdiction thereof pertaining to the construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code and Licensor's specifications.

**8.4** Licensee shall promptly and satisfactorily correct or replace any Work or Communication Facilities found to be defective or not in conformity with the requirements of this Agreement. If Licensee fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, Licensor may, after ten (10) days' written notice to Licensee (or sooner, upon Licensor's determination of an emergency), perform such Work and make such corrections and replacements in coordination with Licensee at Licensee's sole risk and expense and Licensee shall reimburse Licensor for the entire expense thereby incurred.

**8.5** Installation of the Communication Facilities must not adversely affect the structural integrity or maintenance of the Site or any structure or improvement on the Site and the resulting Communication Facilities on the Site shall be reasonably inconspicuous.

**8.6** The Work is subject to preemption by Licensor due to Licensor's work to restore its operations on the Site; however, such preemption shall occur only in an emergency situation, as reasonably determined by Licensor, and with reasonable notice to Licensee (within twenty-four (24) hours) of such emergency. Upon the occurrence of preemption, the annual fee shall be abated on a prorated basis for the duration of the preemption, or Licensee may terminate the SLA upon fifteen (15) days' notice to Licensor.

**8.7** Licensee shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same and will provide a Job Hazardous Analysis report and/or Tower Climbing Certifications upon request.

**8.8** Licensee hereby acknowledges that Licensor employs workers covered by one or more collective bargaining agreements. In the event of any actual or potential labor dispute between Licensor and its workers that is, in whole or in part, based upon or otherwise arises out of the performance of the Work or this Agreement, Licensee will cooperate with Licensor as is reasonable.

**8.9** Licensee shall, at all times, keep the Site reasonably cleared of all rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Licensee shall promptly remove all rubbish, refuse, debris and surplus materials.

**8.10** The Work and the Communication Facilities (i.e., as it relates to the Work) shall at all times be subject to reasonable visual inspection by Licensor. No inspection, delay or failure to inspect, or failure to discover any defect or non-compliance by Licensor shall relieve Licensee of any of its obligations under this Agreement. Licensor may test the Work and the Communication Facilities upon twenty-four (24) hour prior notice to Licensee. Licensee may have a representative present at any testing of the Work and/or the Equipment.

**8.11** Licensee shall notify Licensor promptly in writing when Work is complete.

**8.12** Licensee shall provide "as-builts" to the Licensor within ten (10) days from completion of the Work.

**8.13** Licensee shall give immediate attention to, and shall use reasonable efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating Licensor in any way), all complaints received by Licensee or Licensor from third parties arising out of or in connection with performance of the Work and/or health or safety concerns pertaining to Licensee's Communication Facilities. Licensee shall promptly notify Licensor of all such complaints, identify who the Licensee point of contact is and any action taken (or to be taken) in connection therewith. In handling any complaints, Licensee shall respond to the customer within twenty-four (24) hours of receipt of the complaint and use its best efforts to maintain and promote good public relations for Licensor.

## **9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES**

**9.1** Licensor retains the right to visually inspect Licensee's Communication Facilities at any reasonable time to ensure compliance with Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

**9.2** Each transmitter at the Site will be identified with a copy of the Federal Communications Commission (FCC) compliance documentation, SLA document number, name of person or service agency responsible for repairs, their telephone number, equipment transmit/receive frequencies, and equipment transmit/receive tone frequencies.

**9.3** All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products.

**9.4** Each Party shall install and maintain equipment in compliance with the latest revision and all subsequent revisions of the Western Washington Cooperative Interference Committee (WWCIC) Engineering Standard No. 6, the current version of which is attached as Exhibit D of this Agreement and incorporated herein by reference, and in compliance with all applicable FCC regulations.

**9.5** Subject to Section 9.4 hereof, Licensee agrees to accept any and all interference from Licensor owned or operated systems installed as of the Commencement Date.



**9.6** Licensee shall use its best efforts to resolve, as promptly as possible, technical interference problems caused by Licensee's Equipment with respect to (i) any Licensors owned or operated equipment installed on the Commencement Date; and (ii) any third party equipment legally installed as of the Commencement Date or, with respect to additional Licensee Equipment added to a Site following the Commencement Date with respect to such Site, any Licensors or third-party equipment legally installed as of the date such additional Equipment was installed. If such interference is destructive (as defined by the FCC), such interference must be resolved as soon as possible and if such interference cannot be resolved within twenty-four (24) hours, Licensee shall discontinue its signal until the interference is corrected, even if operating in compliance with FCC regulations. Nondestructive, intermittent interference must be corrected within thirty (30) days or Licensee's signal shall be disconnected until the interference is resolved.

**9.7** Prior to the Commencement Date an intermodulation study shall be performed by the Licensee, and a copy provided to the Licensors, for each transmitter on a specific frequency added by the Licensee to a Site containing other transmitters or in the proximity of other transmitters to the extent that the Licensors determine in its reasonable judgment that potential interference may occur. New transmitters shall be designed to avoid the potential for intermodulation interference.

**9.8** Where Licensee proposes to use systems utilizing spread spectrum emissions at a particular Site, Licensee shall provide Licensors with a site noise floor measurement for the spectrum from 800 MHz to 2400 MHz prior to installation of Licensee's Equipment at the Site, and shall provide Licensors with an additional such measurement within thirty (30) days after such Equipment becomes operational.

**9.9** In the event that radio interference resulting from users other than Licensee (including but not limited to Licensors) is not corrected within thirty (30) days, Licensee may terminate the affected SLA. Licensee shall have the right to request that Licensors make demands for correction of such interference by third parties who are also licensees of Licensors.

## **10. LIENS**

**10.1** Licensee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Licensee. Licensee retains the right to use any Licensee-owned Communications Facility as collateral in financial transactions to the extent that Licensors' rights and interests are not affected.

**10.2** If any lien is filed against the Site as a result of the acts or omissions of Licensee, or Licensee's employees, agents, or contractors, Licensee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensors within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

**10.3** If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, and/or terminate Licensee's rights to the Site(s).

**10.4** Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorney's fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all reasonable disbursements in connection therewith.

## **11. UTILITIES FOR THE SITE**

Licensee shall have the right, at its sole cost and expense, to obtain electrical and telephone service from any utility company that provides such service to the Site, and shall timely pay for all of its utility charges and costs. Licensee may arrange for the installation of a separate meter and main breaker. The exact location of proposed utility routes and the manner of installation will be part of the SLA described in Section 6.1 of this Agreement. In certain situations, when Licensee's Equipment meets certain standards and fixed load criteria it may qualify for non-metered service where metering is deemed impractical by the Licensor.

## **12. ACCESS TO THE SITE**

The following provision shall govern access to the Site by Licensee unless otherwise modified in the applicable SLA:

- (a) For Licensee ground Equipment on Licensor property which is located inside a separately fenced telecommunication compound, Licensee is generally provided unrestricted access through a separate gate into the compound. For Licensee ground equipment on Licensor property which has restricted access, access for non-emergency visits shall only be during business hours (defined as Monday through Friday, 8:00 a.m. to 5:00p.m.) with three (3) business days advance notice to Licensor to arrange for an escort schedule ("Schedule").
- (b) Access to Licensee Equipment on Licensor owned utility poles requires Licensor to access this equipment and perform the work on these structures for the Licensee. Advance coordination and payment for this work is required before the work can be performed and is at Licensee's sole cost and expense.

- (c) Access to Licensee Equipment on Licensor owned communication towers or non-Licensor owned towers on Licensor property requires coordination and authorization by Licensor in advance of Licensee accessing its Equipment on these structures. Access to this Equipment by Licensee is at Licensor's sole discretion. With respect to Sites where Licensee is not authorized to work on the structure, Licensor will access Licensee's Equipment and perform all work at Licensee's sole cost and expense.
- (d) In the event of emergency defined as a natural disaster or other event which could have a material adverse effect on the service provided to Licensee's customers, where Licensee does not have unrestricted access to its ground Equipment, or where the nature of its Equipment requires Licensor to perform the work or requires authorization from Licensor for Licensee to access the Equipment on a structure, Licensee must contact the emergency phone number listed in this agreement to coordinate access with Licensor.
- (e) Access to the Site may be by foot or motor vehicle, including trucks.
- (f) Access to the Site shall be subject to such additional reasonable conditions as may be imposed by Licensor from time to time which shall be identified in the SLA or after twenty (20) days' written notice to Licensee.
- (g) Access to the Site is secondary to Licensor emergency operations and maintenance at the Site.

Licensee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon Licensor (and therefore upon Licensee) by the landlord under any underlying license or license document relating to a particular Site. Licensee agrees to abide by such limitations or restrictions provided that Licensee has been given a copy of such license or license document or has been notified by Licensor of such limitations and restrictions.

### **13. PAYMENT OF FEES AND TAXES**

Licensee shall pay and have the right to appeal or contest at its expense (except as otherwise required by law) all personal property fees and taxes, and any required contributions to a universal service fund, applicable to or incurred in connection with the Work, the Equipment or the Licensee's Communications Facilities of which the Equipment constitutes a part.

## **14. INSURANCE**

### **14.1 REQUIRED INSURANCE OF LICENSEE**

Licensee must, during the term of this Agreement and at its sole expense, obtain and keep in force, the following insurance:

- (a) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon all Communications Facilities in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facilities. The District should be endorsed on the policy as a joint Loss Payee. Licensee may self-insure this coverage; and
- (b) Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits of \$5,000,000 combined single limit for each occurrence and in the aggregate for bodily injury, personal injury and property damage liability, naming Licensor as an additional insured by endorsement; and
- (c) Worker's Compensation and Employer's Liability insurance.

All insurance policies required of Licensee must be taken out with reputable national insurers rated at least A- in the Best Key Rating Guide that are licensed to do business in Washington State. Licensee agrees that certificates of insurance with their appropriate endorsements will be delivered to Licensor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. Licensee must notify Licensor in writing not less than thirty (30) days before any requested material change, reduction in coverage, cancellation, or termination of the insurance.

Licensor and Licensee will each year review the limits for the insurance policies required by this Agreement. Policy limits will be adjusted from time to time to proper and reasonable limits, in accordance with then-current industry standards, but policy limits will not be reduced below those stated above.

### **14.2 NO LIMITATION ON LIABILITY**

The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability of any Party to the other Party.

### **14.3 COMPLIANCE**

Licensee will not do or permit to be done in or about the Site, nor bring or keep or permit to be brought to or kept at the Site, anything that:

- (a) Is prohibited by any insurance policy carried by Licensor covering the Site or any improvements thereon; or
- (b) Will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communications Facility.

Licensor acknowledges and agrees that the installation of the Communications Facility upon the Site in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Licensor's insurers and such premiums contemplate the addition of the Communications Facility.

### **15. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION**

**15.1** Licensee agrees to indemnify, defend, and save harmless Licensor, its officers, and employees from and against any and all claims, losses, damages and expenses, including attorneys' fees, arising out of or in connection with the performance of this Agreement, to the extent that such claim, loss, damage, or expense is attributable to (i) any negligent act or omission or willful misconduct of Licensee or anyone directly or indirectly employed by Licensee, including contractors and subcontractors of Licensee; (ii) any claim of injury or damage resulting from high voltage induction or electromagnetic fields; or (iii) environmental hazards or pollutants transported to, stored on or disposed of on any Site by Licensee.

**15.2** In the event that the Licensee and the Licensor are both negligent, then Licensee's liability for indemnification of the Licensor shall be limited to its contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Licensor, its employees, agents, contractors and/or subcontractors.

**15.3** Licensee waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington); provided, however, that Licensee's waiver of immunity through the provisions of this section extends only to claims against Licensee by Licensor pursuant to this Agreement, and does not include, or extend to, any claims by Licensee's employees directly against Licensee. The Parties hereby acknowledge that this waiver of immunity was expressly negotiated and agreed to by the Parties.

**15.4** Licensee's equipment on Licensor structures involving joint pole ownership will require Licensee to hereby agree to indemnify, defend and hold the joint pole owner, as a co-owner of the licensed facilities and third-party beneficiary of the indemnification provision set forth in the SLA harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of Licensee's Communications Facilities, or the breach of any provision of the SLA, except to the extent attributable to the negligent or intentional act or omission of joint pole owner, its employees, agents or independent contractors. Licensee shall carry insurance, as its sole cost and expense, sufficient to cover its indemnification obligations as set forth above. Licensee shall furnish the joint pole owner with certificates evidencing Licensee's coverage against liability consistent with the insurance requirements and coverage limits stated in Section 14.1. The joint pole owner shall be added as additional insured with respect to such coverage. All policy coverage's must be written on an occurrence basis.

**15.5** The Licensor's inspection or acceptance of any of the Licensee's Work shall not be grounds to avoid any of these covenants of indemnification.

**15.6** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR SHALL NOT HAVE ANY LIABILITY TO LICENSEE FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF LICENSEE FOR SERVICE INTERRUPTIONS, OR INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, THE EXISTENCE OF THE EQUIPMENT AT THE SITE(S), OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE.

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

**15.8** The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **16. ASSIGNMENT**

### **16.1 BY LICENSEE**

Licensee shall not assign this Agreement or any portion of its rights in this Agreement, except as follows:

- (a) to any person or entity that controls, is controlled by or under common control with Licensee (the "Acquiring Affiliate") and provides written notice to Licensors; provided that the Acquiring Affiliate certifies to Licensors in writing (and provides such documents as may be reasonably requested by Licensors to establish) that the Acquiring Affiliate: (i) is assuming all of the obligations of Licensee under this Agreement; and (ii) is ready, willing and able to comply with all of the provisions of this Agreement; and, provided further, that Licensee furnishes to Licensors such information regarding the Communication Facilities affected by such assignment or transfer, if any, as may reasonably be requested by Licensors;
- (b) to Licensee's lender(s) for security purposes in connection with the financing and refinancing, from time to time, by Licensee, provided that upon any transfer pursuant to any foreclosure of such security or any sale or other transfer in lieu of such foreclosure the person or entity acquiring the interests subject to such transfer assumes all of the obligations of Licensee under this Agreement; or
- (c) to any other person or entity with the prior written consent of Licensors, which consent shall not be unreasonably withheld, conditioned or delayed. In any event, no assignment of this Agreement shall relieve Licensee from any of its liabilities or obligations under this Agreement. Subject to the foregoing restrictions on assignments without the prior written consent of Licensors, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors and assigns of the respective Parties hereto.

## **17. MAINTENANCE AND REPAIRS**

### **17.1 LICENSEE'S OBLIGATION**

Licensee must, at all times during the term of any particular SLA, at Licensee's sole cost and expense, keep and maintain the Communications Facilities located by Licensee upon the Site in a structurally safe and sound condition, in good repair and free from visual detractors such as graffiti.

If Licensee does not make such repairs within thirty (30) days after receipt of notice from Licensor requesting such repairs and such repairs are required, then Licensor may, at its option, make the repairs. Licensee, upon receipt of satisfactory documentation, shall pay Licensor on demand Licensor's actual costs in making the repairs, plus Licensor's actual overhead.

If Licensee commences to make repairs within thirty (30) days after any written notice from Licensor requesting such repairs and thereafter continuously and diligently pursues completion of such repair, then the thirty (30) day cure period will extend for an additional sixty (60) days to permit the Licensee to complete said repairs. If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee must immediately correct the safety or use problem, even if a full repair cannot be made at that time, or Licensor may choose to make such repairs at Licensee's expense. Licensee shall obtain approval of the Licensor to access the Site, in accordance with Section 12, and make repairs and will coordinate with Licensor's emergency operations (pursuant to Section 12) and maintenance activities.

## **17.2 LICENSOR'S OBLIGATION**

Licensor must, at all times during the term of any SLA and at Licensor's sole cost and expense, keep and maintain the Site and any improvements located thereon in a structurally sound and safe condition.

If Licensee is unable to use Communications Facilities because of repairs required on the Site or for any other reason not caused by the fault of Licensee, then Licensee may, at its sole cost and expense, immediately erect on the Site or an unused portion of the Site a temporary Communications Facilities, including any supporting structure, while Licensor makes repairs to the Site; provided that (i) Licensee will provide Licensor with prior written notice of the proposed location of such temporary Facilities and an opportunity to inspect such facility upon its completion; (ii) if such proposed location interferes with Licensor's current or potential use of the Site, Licensor may require Licensee to change such proposed location to a more suitable location within or outside of the Site; (iii) Licensor shall proceed diligently to complete such repairs; and (iv) such temporary Communication Facilities will be removed within fifteen (15) days of completion of repairs or replacement of the Site.

If Licensor, after thirty (30) days' prior notice to Licensee, replaces any improvement on the Site that Licensee has attached Equipment to, Licensee is solely responsible for the cost of the transfer of said Equipment to the new improvement.



## **18. COOPERATION AND COORDINATION**

**18.1** Licensee acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by Licensor or others under control of Licensor. Upon the occurrence of any interference, Licensee shall have the right to elect any of the remedies in Section 8.6. If Licensee does not terminate the SLA, Licensee shall fully cooperate and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.

**18.2** If any part of the Work depends upon the results of other work by Licensor or others, Licensee shall, prior to commencing such Work, notify Licensor in writing of any actual or apparent deficiencies or defects in such other work that render it unsuitable for performance of the Work. Failure of Licensee to so notify Licensor shall constitute an acceptance by Licensee of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

## **19. EMERGENCIES**

In the event of an emergency relating to Communication Facilities, Licensee shall immediately contact Licensor at the emergency phone number below immediately take all necessary or appropriate action to correct any safety or use problems, including but not limited to the actions in Section 17.2, even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the Site. The Parties' respective emergency phone numbers are as follows:

Licensor: 425-783-5060  
Licensee: 800-264-6620 Verizon Network Control Center

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

## **20. CASUALTY OR CONDEMNATION OF A SITE; RELOCATION OF FACILITIES**

**20.1** If there is a casualty to any structure upon which the Equipment is located, Licensor will use reasonable efforts to repair or restore the structure within sixty (60) days and, to the extent Licensee has the other necessary rights to do so, Licensee may immediately erect on the Site or a portion of the Site temporary Communications Facilities while Licensor makes repairs to the Site and so long as the temporary Facilities and associated Work do not interfere with Licensor's own restoration. Upon completion of such repair or restoration, Licensee will be entitled to immediately reinstall the Communication Facilities. In the event such repairs or restoration will, in Licensor's reasonable estimation, require more than sixty (60) days to complete, Licensee will be entitled to terminate the applicable SLA upon thirty (30) days' prior written notice.

**20.2** If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then the SLA for the condemned Site will terminate upon transfer of title to the condemning authority, without further liability to either Party under this Agreement. Licensee may pursue a separate condemnation award for the Communication Facilities from the condemning authority provided that such award does not reduce the amount of Licensors' award.

**20.3** If Licensors deems it necessary in its sole discretion to relocate any Licensors facilities to which Licensee's Equipment or Communications Facilities are attached, Lensors shall provide Licensee at least thirty (30) days' written notice of such relocation; provided that in the event of unexpected damage to such Facilities requiring immediate action by Lensors, no prior notice shall be required. Licensee shall either reimburse Lensors for the costs of removal and reinstallation of such Facilities by Lensors, which costs shall be agreed upon in advance by the Parties prior to such removal (unless immediate removal is required due to unexpected damage, as described above), or shall arrange for removal and reinstallation of its Facilities at its sole cost and expense; provided that any such removal by parties other than Lensors shall be subject to any applicable restrictions set forth in the applicable SLA; and provided further that if Licensee does not remove such Facilities in a timely manner and without disruption to Lensors's required schedule, Lensors may remove Licensee's Facilities and Licensee shall be responsible for the costs of such removal.

**20.4** If Lensors is required to substantially relocate a Site and/or make related improvements by competent governmental authority or due to Lensors's operational needs and Licensee has Communication Facilities at said Site, Lensors shall provide Licensee the earliest possible notice prior to such relocation or making improvements and Licensee at its option may terminate the SLA under the provisions of Section 4.2. If Lensors is required to so relocate the Site and Licensee does not terminate the SLA, Licensee shall be solely responsible for the costs of relocation of its Communication Facilities, acquisition of any associated easements, and installation of a like structure as required by Licensee to support Licensee's Equipment to the extent the cost of such structure (due to increased height, use of a steel or laminated pole, etc.) exceeds that which would be required solely for Lensors's facilities on the Site; provided that the amount of such additional cost shall be calculated by the District in its sole discretion.

## **21. SURRENDER OF SITE; HOLDING OVER**

**21.1** Upon the expiration or other termination of a SLA for any cause whatsoever, Licensee must peacefully vacate the applicable Site in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear and casualty and condemnation. Licensee has the right to remove its Communications Facility (exclusive of any Towers, as more fully set forth in Section 2.7 and Section 21.3 hereof) for thirty (30) days after termination. Licensee will repair any damage caused during the removal of the Communication Facility, normal wear and tear excepted.

**21.2** If Licensee continues to hold any Site after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Licensor in writing, constitute and be construed as a month to-month tenancy at a monthly License Fee equal to 1/12th of one hundred twenty-five percent(125%) of the Annual Fee for such SLA and subject to all of the other terms set forth in this Agreement. Licensor shall have the option to require Licensee's removal of all Equipment upon giving thirty (30) days written notice of termination of said month-to-month tenancy. If not so removed, Licensor shall have the option to remove such Equipment and Licensee shall be responsible for all costs and expenses associated with such removal.

**21.3** Upon the expiration of this Agreement following the end of the initial term or any renewal term, Licensee will remove any Licensee-owned Tower(s) remaining on the Site at Licensee's sole expense, unless otherwise directed by Licensor in writing (in which event ownership of such Tower shall automatically transfer to Licensor). If such Tower(s) are not so removed within sixty (60) days of expiration of the Agreement, Licensor shall have the option to remove such Tower(s) and Licensee shall be responsible for all costs and expenses associated with such removal.

## **22. SECURITY AND REMEDIES ON DEFAULT**

### **22.1. SECURITY REQUIREMENT**

The Licensee shall furnish security to the Licensor for the performance of the Licensee's obligations under this Agreement to make any and all payments demanded by the Licensor as due under this Agreement, including without limiting the generality of the foregoing, any wireless antenna annual fees and Licensor's costs of modifying or removing Licensee's Communication Facilities, and Licensor's cost of enforcement under Section 22.5 below.

## **22.2. AMOUNT OF SECURITY**

The amount of the security required with respect to each individual Site shall be equal to the Licensor's estimated cost of removal of all of Licensee's Communication Facilities installed on such Site, plus a reasonable amount for attorney's fees and costs, as specified in the applicable SLA. The required security must be provided prior to execution of any SLA.

## **22.3. FORM OF SECURITY**

The form of the security to be provided by the Licensee may be one, or a combination, of the following: a performance bond from an acceptable surety; a letter of credit; or other reasonably adequate security.

### **(a) Licensor's Approval Required**

In any event, the form and sufficiency of the security proposed by Licensee must be approved by Licensor in its sole discretion. In making its determination as to the adequacy of security, Licensor may require financial statements or other appropriate evidence as to the solvency and financial capability of the surety, guarantor, or financial institution.

### **(b) Performance Bond**

If the Licensee elects to provide a performance bond, such bond shall be issued by a surety satisfactory to Licensor and in a form satisfactory to Licensor. The initial bond shall be for a term of five (5) years; renewal bonds shall be provided by Licensee to Licensor at least two (2) months before expiration of an existing bond. A bond must contain a provision that the surety will pay to Licensor subject to the dollar limits of the bond any sum demanded by Licensor as due under this Agreement, whether or not Licensee contests its liability to pay such sum, and whether or not Licensor exercises or has exercised any option it may have to terminate this agreement. If any such amounts are paid by the surety, Licensee within thirty (30) days after notice of such payment shall provide to Licensor security in the full amount, irrespective of whether or not Licensee contests its liability to Licensor or brings or has brought any legal proceedings or appeals to local, state, or federal regulatory agencies to determine its liability. Failure to restore the security shall constitute a default under this Agreement.

**(c) Defenses Waived**

The security provided by Licensee must include a provision in which the surety, guarantor, or other party providing the security specifically agrees that it will not assert defenses against the claims of the Licensors upon such security. The security provided by Licensee shall be absolute, irrespective of whether or not Licensee contests its liability to Licensors or brings or has brought any legal proceedings or appeals to local, state or federal regulatory agencies to determine its liability.

**22.4. LICENSEE'S EVENTS OF DEFAULT**

The occurrence of any one or more of the following events constitutes an "event of default" by Licensee under the applicable SLA:

- (a)** If Licensee fails to pay after thirty (30) days' written notice from Licensors when due the full amount of any fee or other payment under the applicable SLA, including terms and conditions applicable thereto contained in this Agreement;
- (b)** If Licensee fails to perform or observe any other term of the applicable SLA, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensors; except such thirty (30) day cure period will be extended as reasonably necessary to permit Licensee to complete cure so long as Licensee commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;
- (c)** If Licensee deserts, abandons, or vacates any portion of a Site and fails to maintain any and all Communication Facilities remaining at the Site;
- (d)** If any petition is filed by or against Licensee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Licensee, such petition is not dismissed within ninety (90) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;
- (e)** If a receiver, custodian, or trustee is appointed for Licensee or for any of the assets of Licensee and such appointment is not vacated within sixty (60) days of the date of the appointment; or

- (f) If Licensee becomes insolvent or makes a transfer in fraud of creditors.

## **22.5. LICENSOR'S REMEDIES**

If an event of default occurs and is continuing, Licensor (without notice or demand except as expressly required above) may terminate the applicable SLA by at least five (5) business days written notice to Licensee, in which event Licensee will immediately surrender the applicable Site to Licensor. Licensee shall be liable to Licensor for damages equal to the total of:

- (a) The actual costs of recovering the Site;
- (b) The annual fee earned as of the date of termination, plus interest thereon, as specified in Section 5.6, from the date due until paid;
- (c) The amount by which the annual fee and other benefits that Licensor would have received under the applicable SLA for the remainder of the term under the applicable SLA after the time of award exceeds the amount of the fair market rental value for the remainder of the term of the applicable SLA that Licensee proves could be reasonably avoided, discounted, at the per annum discount rate at the time of award of the Federal Reserve Bank of the federal reserve district where the Site is located plus one percent (1%); and
- (d) All other sums of money and damages, if any, owing by Licensee to Licensor.

If at any time during this Agreement any of the events set forth in (a), (b), or (c) of Section 22.4 have previously occurred with respect to fifteen percent (15%) or more of the SLAs, Licensor, at its sole option, may terminate this Agreement upon thirty (30) days' prior written notice to Licensee. Licensor may elect any one or more of the foregoing remedies with respect to any particular SLA.

## **22.6. LICENSOR'S DEFAULT**

If Licensor defaults in the performance of any of its material obligations with respect to any particular SLA or this Agreement, which default:

- (a) Continues for a period of more than thirty (30) days after receipt of written notice from Licensee specifying such default; or

- (b) Is of a nature to require more than thirty (30) days for remedy and continues beyond such time reasonably necessary to cure (and Licensor has not undertaken procedures to cure the default within such thirty (30) day period and diligently and continuously thereafter pursued such efforts to complete cure),

Then Licensee may, in addition to any other remedy available at law or in equity, at its option upon at least five (5) business days written notice, terminate the applicable SLA.

## **22.7. DUTY TO MITIGATE DAMAGES**

Licensee and Licensor shall endeavor in good faith to mitigate damages arising under this Agreement.

## **23. REPRESENTATIONS AND COVENANTS**

**23.1** Each Party mutually represents and warrants to the other:

- (a) That it has the full right, power and authority to enter into this Agreement and the SLAs;
- (b) That entering into this Agreement and the performance thereof will not violate any laws, ordinances, restrictions, covenants, or other agreements under which said Party is bound; provided, however, that the foregoing is subject to, and will not limit in any way, the rights of Licensor and the obligations of Licensee under Section 22, and provided further that, to the extent the foregoing representation is made by Licensor, such representation will not apply to any violation or breach that is caused by Licensee's failure to obtain and comply with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain the Communication Facilities in accordance with this Agreement; and
- (c) That the persons signing on behalf of the corporation or limited partnership are authorized to do so; and
- (d) That neither Party has had any dealings with any real estate brokers or agents in connection with the negotiation of this Agreement.

**23.2** Licensee represents and warrants:

- (a) That it is a duly organized and existing corporation or limited partnership;
- (b) That it is qualified or will be qualified to do business in Washington State prior to undertaking any activities at the Site that would require the Party to be qualified to do business in said State;
- (c) That it is, and at all times during the term shall be, properly authorized, licensed, organized, equipped and financed to perform the Work and to operate and maintain the Communication Facilities; and
- (d) That it shall be, and operate as, an independent entity (not a contractor, agent or representative of Licensor) in the performance of the Work and the operation of the Communication Facilities. In no event shall Licensee be authorized to enter into any agreements or undertakings for or on behalf of Licensor or to act as or be an agent or representative of Licensor.

**23.3** Licensor represents and warrants, to the best of its knowledge, that it owns good and marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, easement or other legal right of use, in the land on which any Site is located and has rights of access thereto. Licensee has the ultimate responsibility to obtain all necessary authority for Licensee's use of each specific Site. Licensee specifically agrees that it will pay (in addition to all other applicable charges) all easement costs relating to Licensor facilities, to the extent such facilities must be relocated or installed in order to accommodate Licensee's Communication Facilities.

**23.4** Except as specifically set forth in Sections 23 and 24, Licensor makes no warranties, express or implied, including, without limitation, any warranties of habitability or fitness for a particular purpose with regard to any Site.

**24. ENVIRONMENTAL MATTERS**

**24.1** Licensor will notify Licensee, to the best of its knowledge, of all Environmental Hazards on each Site. Nothing in this Agreement or in any SLA will be construed or interpreted to require that Licensee remediate any Environmental Hazards located at any Site unless Licensee or Licensee's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.



**24.2** Licensee will not bring, keep or transport any Environmental Hazards or pollutants to, on or across any Site without Licensors' prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, except that Licensee may keep on the Site substances used in back up power units, such as batteries and diesel generators commonly used in the wireless telecommunications industry. Licensee's use, storage, handling and disposal of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, regulations and other provisions of this Agreement governing such use, storage, handling and disposal. Under no circumstances will Licensee dispose of any Environmental Hazards or pollutants on any Site.

**24.3** The term "Environmental Hazards" means hazardous substances (as defined in RCW Section 70.105D.020(5)), hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 USC Section 1251, et seq.), and any regulations promulgated pursuant thereto. The term "remediate" shall be defined as all actions necessary to satisfy the requirements of the Model Toxics Control Act (RCW Chapter 70.105D) and the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) and any regulations promulgated pursuant thereto.

**24.4** This provision shall survive termination of the Agreement and any particular SLA.

## **25. SUBORDINATION**

**25.1** Licensee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Site or on or against Licensors' interest or estate therein, and any underlying ground license or master license on a particular Site, all without the necessity of having further instruments executed by Licensee to effect such subordination but with respect to any such liens, leases and licenses arising subsequent to the execution of this Agreement only if trustees or mortgagees will not disturb Licensee under this Agreement and the SLAs.

**25.2** Each SLA is subject to any restrictions or other terms or conditions contained in the underlying ground license, master license, easement, license, franchise, permit or other instrument of authorization or conveyance (an "Instrument") with respect to a particular Site. Licensee agrees to commit no act or omission which would constitute a violation of the terms and conditions of any Instrument for a particular Site.

- (a) Licensor shall not be required to obtain any consent required under any Instrument from the landlord or other party to such Instrument for purposes of this Agreement, unless expressly set forth in the SLA.
- (b) If a restriction contained in an Instrument for a particular Site and not set forth on the applicable SLA prevents Licensee from installing, maintaining or operating the Equipment or accessing the Site, Licensee will be entitled to terminate the affected SLA immediately.
- (c) Upon the termination or expiration of any Instrument with respect to a particular Site, the SLA relating to such Site shall automatically terminate without liability to either Party. Licensee acknowledges that many of Licensor's underlying Instruments grant to the property owner the right to terminate such Instruments, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently therewith.
- (d) Upon any sale or other transfer of all or any portion of a Site, the applicable SLA will automatically terminate except to the extent the purchaser or transferee and Licensee enter into an agreement for Licensee's continued use of the Site and release Licensor from any further obligation or liability with respect to the Site. Licensor shall have no obligation to request or obtain such agreement from the purchaser or transferee.
- (e) Licensor will not materially breach the terms or conditions of any Instrument with respect to a particular Site in a manner that causes Licensee to lose its use of the Site.

## **26. PROTECTION OF PROPERTY AND PERSONS**

**26.1** Licensee shall take all reasonable precautions which are necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation and maintenance of its Communication Facilities. Without limiting the generality of the foregoing, Licensee shall erect and maintain such barricades, signs, flags, flashers and other safeguards as are reasonably required from time to time by Licensor. Licensee shall reasonably inspect all goods, materials, tools, Equipment and other items in an attempt to discover any conditions which involve a risk of bodily injury (including death) to persons or a risk of damage to any property or environment.

**26.2** All of Licensor's or third party's property damaged, altered or removed in connection with the performance of the Work or the operation and maintenance of its Communication Facilities shall be promptly repaired, replaced or otherwise restored by Licensee to at least as good quality and condition as existed prior to such damage, alteration or removal.

## **27. COMPLIANCE WITH LAWS**

In the performance of the Work, the operation and maintenance of its Communications Facilities, and the performance of this Agreement, Licensee shall comply and shall ensure that all contractors hired by or acting on behalf of Licensee comply with all applicable:

- (a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- (b) Industry standards and codes; and
- (c) Licensor's standard practices, specifications, rules and regulations which will be provided by Licensor to Licensee on request.

Licensee shall furnish such documents as may be reasonably required by Licensor to effect or evidence compliance. All laws, regulations and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

## **28. PERMITS AND PROTECTION OF EXISTING RIGHTS**

Licensee shall obtain and comply (and shall ensure that all of Licensee's suppliers and subcontractors under contract with it or acting on behalf it comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain its Communication Facilities in accordance with this Agreement. Licensee shall furnish to Licensor such evidence thereof as Licensor may reasonably request. Compliance with this Section 28 shall be the sole responsibility of Licensee and a continuing condition of the use of the Site(s) by Licensee.

## **29. ENTIRE AGREEMENT**

This Agreement and each SLA constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement or any SLA must be in writing and executed by both parties.

### **30. SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement or any SLA shall not affect the other provisions hereof, and this Agreement or SLA shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **31. SURVIVAL**

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this Agreement.

### **32. BINDING EFFECT**

This Agreement and each SLA will be binding on and inure to the benefit of the respective Parties' successors and permitted assignees.

### **33. HEADINGS**

The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or the SLA.

### **34. NON-WAIVER**

The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

### **35. DRAFTING OF AGREEMENT**

The Parties acknowledge and agree that they have been represented by counsel and each of the Parties has participated in the drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any Party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

### **36. NOTICES AND OTHER COMMUNICATIONS**

Any notice, request, approval, consent, instruction, direction or other communication given by either Licensor or Licensee to the other under this Agreement shall be in writing and shall be delivered by both facsimile transmission and first class mail to the individuals denoted below, unless otherwise directed in writing, at the address and facsimile number provided:

For the Licensor:

Name: Maureen Matthews  
Manager Joint Use and  
Permits

Address: Public Utility District No. 1  
of Snohomish County  
P.O. Box 1107  
Everett, WA 98206

Phone No. 425-783-5681

Email: Jointuse@snopud.com

For Licensee:

Name Seattle SMSA d/b/a Verizon Wireless  
Attention: Network Real Estate

Address: 180 Washington Valley Road  
Bedminster, NJ 07921

Delivery

Fax No. N/A  
Phone No. N/A

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice deemed received one (1) business day following deposit with reliable courier, etc.

### **37. GOVERNING LAW AND VENUE**

This Agreement shall be construed under the laws of the State of Washington. The venue for any legal action commenced to enforce any provision of this Agreement shall be Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington.

### **38. FORCE MAJEURE**

If a Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

### **39. TIMELY RESPONSE**

Each Party shall take such prompt action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation of continuing performance of this Agreement.

### **40. EXAMINATION OF RECORDS**

Licensee shall promptly furnish Licensor with such information reasonably related to the Work and its Communication Facilities as may from time to time be reasonably requested by Licensor.

### **41. RISK OF LOSS**

Licensee shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the Equipment, Tower(s) and anything used (or to be used or consumed) in connection with the Work, unless destruction of or damage to its Communication Facilities is caused by an act of negligence solely related to Licensor's activities on the Site.

### **42. REIMBURSEMENT AND PAYMENT**

Licensor shall invoice Licensee for all amounts payable by Licensee to Licensor under this Agreement (including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. Licensee shall pay each such invoice in full within thirty (30) days after Licensee's receipt thereof.

Payment for the estimated cost of the work to be performed by Licensor shall be as provided to Licensee under a separate contract, and no separate invoice shall be required for payment except as provided in such contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**LICENSOR:**

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

\_\_\_\_\_  
Guy Payne, Assistant General Manager  
Distribution & Engineering Services

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

**LICENSEE:**

**Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner**

\_\_\_\_\_

Name: Gordon Cook

Title: Director – Network Engineering, PNW

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

## **Exhibit A**

### **Site License Acknowledgment**

This Site License Acknowledgment ("SLA") dated as of \_\_\_\_\_ ("Commencement Date") is made to the Master License Agreement between Public Utility District No. 1 of Snohomish County, and \_\_\_\_\_. Capitalized terms used in this SLA have the same meaning as such terms in the Master License Agreement unless otherwise indicated.

1. Site Name and/or Number:
  
  
  
  
  
  
  
  
  
  
2. Site Address
  
  
  
  
  
  
  
  
  
  
3. Site Legal Description:
  
  
  
  
  
  
  
  
  
  
4. The Site is:  
☐ Owned by Licensor  
☐ Leased by Licensor (copy of Lease attached)  
☐ Used under easement to Licensor (copy of Easement attached)  
☐ Pole is located in the utility Right of Way
  
5. FCC License Number \_\_\_\_\_ (Copy of License attached)  
Date Issued: \_\_\_\_
  
6. General Description of Facility Licensed (e.g., 20' of space beginning at 100' elevation of existing 140' communications tower):
  
  
  
  
  
  
  
  
  
  
7. Antenna Physical Description (e.g., array of 6 ea. mast antennas, vertically oriented, with steel mounting structure extending approx. 10' from existing lattice tower, at elevation \_\_\_\_\_):
  
  
  
  
  
  
  
  
  
  
8. Electronic Cabinet Physical Description (e.g., 3 ea. cabinets, 3'Wx3'Dx6'H each, elevated from the ground on wooden platform and posts, with power entrance conduits and communications cable conduits):



9. Transmitter Description:

Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_  
Frequency: \_\_\_\_\_  
Bandwidth: \_\_\_\_\_  
Power(ERP): \_\_\_\_\_

10. Utility services:

Power provided by: \_\_\_\_\_  
Telecommunications Landline provided by: \_\_\_\_\_

11. Intermodulation Study Completed and Approved (if applicable):

Licensor Approval (initials): \_\_\_\_\_  
Date: \_\_\_\_\_

12. Initial Site Floor Noise Measurement(if applicable): \_\_\_\_\_; Date: \_\_\_\_\_

13. Drawings Received by Licensor:

**Note: Two (2) sets of as-built construction drawings & photos to be provided upon completion.**

Equipment Layout and Detail: Received (initials): \_\_\_\_\_; Date: \_\_\_\_\_  
Antenna Attachment Detail: Received (initials): \_\_\_\_\_; Date: \_\_\_\_\_  
Site Plans and Elevations: Received (initials): \_\_\_\_\_; Date: \_\_\_\_\_

14. Structural Integrity Study:

Received \_\_\_\_\_ or waived \_\_\_\_\_ by Licensor (initials): \_\_\_\_\_  
Date: \_\_\_\_\_

15. Site Access Details and Provisions:

16. Plan for Minimizing Visual Impact of Equipment at Site:

17. Construction Work requested of Licensor by Licensee:

18. Coordination Provisions between Licensor and Licensee:

19. Annual Fee: \$ \_\_\_\_\_

20. Amount of Security: \$ \_\_\_\_\_

21. Additional Provisions:

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

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

Name: \_\_\_\_\_

Maureen Matthews,

Manager, Joint Use & Permits

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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



## **Exhibit B Fee Schedule**

Capitalized terms used in this Fee Schedule have the same meaning as such terms in the Master License Agreement (“MLA”) unless otherwise indicated.

### **1. Annual Fee**

The Annual Fee applicable to each Site will be negotiated between the Licensor and the Licensee on a site-by-site basis based on the current and projected values of the following factors, as applicable at the time the applicable SLA is executed by the Licensor and the Licensee: location and other site-specific factors; height requirements for proposed Licensee equipment; amount of space used, or rendered unusable by others; the aggregate number of sites proposed to be licensed by the Licensee; and any other factors affecting the interests of the Licensor, in the sole discretion of the Licensor. The Annual Fee with respect to each existing Site will be automatically increased by twenty percent (20%) of the previously year’s Annual Fee at the end of the initial term and each renewal term of the MLA, without further notice by Licensor.

### **2. Application Fee** (as per Section 5.3 of the MLA):

- A. **Standard Fee.** \$ 1,866.24 (except as otherwise provided in subsection B below); provided that such amount shall automatically be increased by twenty percent (20%) at the end of the initial term and each renewal term.
- B. **Low-Impact Equipment Fees.** With respect to Licensee equipment which is small in nature and (i) requires minimal usage space and impact assessment, and (ii) which can be installed with nominal engineering review and installation time and in flexible locations within a targeted area, all as determined in the sole discretion of Licensor, the Application Fee shall be reduced to \$250 per Site; provided that such amount shall automatically be increased by twenty percent (20%) at the end of the initial term and each renewal term. Applications requesting at least fifty such Sites will be reviewed on a case by case basis in order to determine, in the sole discretion of Licensor, whether a reduced application fee is appropriate based on economies of scale.

### **3. Reservation Fee** (as per Section 5.2 of the MLA): fifty percent (50%) of applicable Annual Fee.

**4. Monthly Charge for Unauthorized Installations or Material Alterations** (as per Section 6.5 of the MLA):

- A. All Poles: \$1,000 per pole per month;
- B. All Other Sites: \$1,000 per month.

**EXHIBIT C**  
**RESERVATION OF SITE**

This Request for Reservation of a Site ("Reservation") is made pursuant to Section 5.2 of the Master License Agreement ("MLA") between Public Utility District No. 1 of Snohomish County and ExteNet, Inc.. Capitalized terms used in this Exhibit have the same meaning as such terms in the MLA unless otherwise indicated. The effective date of this Reservation shall be the date of acceptance by the Licensor as specified below.

1. Site Name and Number:
  
  
  
  
  
  
  
  
  
  
2. Site Address:
  
  
  
  
  
  
  
  
  
  
3. Site Legal Description:
  
  
  
  
  
  
  
  
  
  
4. General Description of Facility or Property to be held in reservation for Licensee (e.g., 20' of space beginning at 100' elevation of existing 140' communications Tower):

**[insert company name]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Accepted and Acknowledged by:

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **EXHIBIT D**

### **WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE**

#### **WWCIC ENGINEERING STANDARD #6 REV. C (02-97) FOR RADIO TRANSMITTING AND RECEIVING DEVICES AND FM BROADCAST**

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

1. Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.
2. Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
3. Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.
4. Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.
5. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
6. Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.
7. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz.



**The following engineering standards will be observed:**

1. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver which can re-radiate causing interference.
2. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
3. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
4. Packeted coaxial cable is required. Unjacketed transmission line of any type is prohibited.
5. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
6. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.
7. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
8. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.
9. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.
10. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC TypeAcceptance."
11. It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).
12. Every effort should be made to protect the equipment from lightning damage. Feed- through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

## **INTERFERENCE POLICY STATEMENT**

In the event Radio Interference (RI) occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems.

Involved systems not in full compliance with these standards will be asked to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.

**ATTACHMENT A  
SITE LIST**

Carrier Name	SITE NAME	FACILITY NAME	SITE NUMBER	MLA 20% Increase	MLA EXPIRES
VERIZON WIRELESS	SEAQ GLENWOOD	GLENWOOD SUB		2022	2027
VERIZON WIRELESS	SEA GRANITE FALLS	LAKE BOSWORTH-GROUND SPACE		2022	2027
VERIZON WIRELESS	SEAQ WALKER HILL	WALKER HILL-GROUND SPACE		2022	2027
VERIZON WIRELESS	SEAQ WINTERMUTES			2022	2027
VERIZON WIRELESS	SEA LAKE SERENE	PICNIC POINT SUB		2022	2027
VERIZON WIRELESS	SEA LAKE ROESIGER	THREE LAKES COM TOWER		2022	2027
VERIZON WIRELESS	SEA MANOR	HILLCREST WATER RESERVOIR		2022	2027
VERIZON WIRELESS	SEA JANBO			2022	2027
VERIZON WIRELESS	SEA CLASH	OPERATIONS CENTER		2022	2027
VERIZON WIRELESS	SEA BAGSHAW			2022	2027
VERIZON WIRELESS	SEA VICTORIA HEIGHTS			2022	2027

**Exhibit A1****SITE LIST**

SITE NAME	FACILITY NAME	SITE NUMBER	BOND AMOUNT REQUIRED
SEAQ GLENWOOD	GLENWOOD SUB		\$60,000
SEA GRANITE FALLS	LAKE BOSWORTH-GROUND SPACE		\$30,000
SEAQ WALKER HILL	WALKER HILL-GROUND SPACE		\$30,000
SEAQ WINTERMUTES			\$40,000
SEA LAKE SERENE	PICNIC POINT SUB		\$60,000
SEA LAKE ROESIGER	THREE LAKES COM TOWER		\$60,000
SEA MANOR	HILLCREST WATER RESERVOIR		\$60,000
SEA JANBO			\$40,000
SEA CLASH	OPERATIONS CENTER		\$60,000
SEA BAGSHAW			\$40,000
SEA VICTORIA HEIGHTS			\$40,000



## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 5B

### TITLE

Consideration of a Resolution Approving the Submittal of an Application and Authorization for a Grant from the Washington State Recreation and Conservation Office for the Sultan River Floodplain Activation Construction Project

### SUBMITTED FOR: Items for Individual Consideration

Generation-Natural Resources	Dawn Presler	1709
Department	Contact	Extension
Date of Previous Briefing:	<u>May 17, 2022</u>	
Estimated Expenditure:		Presentation Planned <input type="checkbox"/>

### ACTION REQUIRED:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Decision Preparation       | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion          | (Information)                       |  |
| <input checked="" type="checkbox"/> Policy Decision |                                     |  |
| <input checked="" type="checkbox"/> Statutory       |                                     |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Governance Process, Board Job Description: GP-3 non-delegable, statutorily assigned Board duty*

In 2020, the District applied for and received a \$200,000 grant from the Washington State Recreation and Conservation Office (“RCO”) for the design phase of a project that would enhance and restore portions of the Sultan River floodplain.

The Washington State Recreation and Conservation Office (“RCO”) manages a number of grant programs, including a Salmon Recovery and Puget Sound Acquisition and Restoration grant program, designed to help restore salmon and salmon habitat. After completing the design phase, staff has now developed a project for construction that may qualify for an additional grant from the RCO, with a relatively small matching requirement that could be met with funds managed by the Jackson Project Aquatic Resource Committee from the District. The project cost is estimated at \$765,000. With a \$153,000 match from the Jackson Hydroelectric Project’s Aquatic Resource Committee, the grant funding would be approximately \$612,000.

The Project is entitled the Sultan River Floodplain Activation Construction Project, and it would redistribute flows into the floodplain environment in the lower Sultan River. This is an expansion of an existing side channel network that provides prime rearing habitat.

The intent of the project is constructing a salmon habitat restoration project that will use a combination of physical interventions and flow management to reengage and restore select portions of the Sultan River floodplain. This project is not a requirement of the Jackson Hydroelectric Project license. This effort will continue the District's strategic priority of environmental stewardship and build on the successful completion of the enhanced side channel projects in this area.

The project's scope is for construction, and would include permitting, final design and contract specifications development, update cultural resource survey if needed, project construction and inspection, and revegetation. Landowners have signed the RCO-required acknowledgment forms regarding this project. Besides the District, landowners include two private individuals, City of Sultan, and one corporation. District staff will work with landowners to obtain necessary access to their property for the conduct of this grant work. The work is also on District property.

Unlike most grant application processes, the RCO's process requires that the District's Board approve a Resolution, in the form of the attached Exhibit A to the Resolution, in order to authorize staff to apply for the grant, to agree to the RCO's required terms and conditions, and to authorize execution of a grant agreement.

Staff and legal counsel have reviewed the terms and conditions of the agreement and recommend that the Board approve the Authorization and Resolution requested by the RCO.

Among the terms required by the RCO resolution are agreement to venue in Thurston County, Washington, for any disputes arising out of the Agreement, indemnification of the RCO, payment by means of reimbursement, paying prevailing wages, potentially reviewing the project area for potential cultural resources, and potentially compliance with EPA MWBE goals in procurement.

*List Attachments:*

Resolution

Exhibit A

Attachment A

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION Approving the Submittal of an Application and Authorization for a Grant from the Washington State Recreation and Conservation Office for the Sultan River Floodplain Activation Construction Project

WHEREAS, Public Utility District No. 1 of Snohomish County (the “District”) Generation and Natural Resources staff in 2020 identified a potential grant funding opportunity to design a project to enhance and restore portions of the Sultan River floodplain, that furthers the District’s strategic priority of environmental stewardship and builds on the successful completion by the District of the Sultan River side channel enhancement projects in this area; and

WHEREAS, the Washington State Recreation and Conservation Office (“RCO”) manages a number of grant programs, including a Salmon Recovery and Puget Sound Acquisition and Restoration grant program, designed to help restore salmon and salmon habitat; and

WHEREAS, staff applied for and received a \$200,000 grant from the RCO for the Sultan River Floodplain Activation Design Project, with no matching requirement from the District, to assess feasibility and initiate design for a future salmon habitat restoration project that will use a combination of physical interventions and flow management to reengage and restore select portions of the Sultan River floodplain; and

WHEREAS, now that the preliminary design has been completed, staff has developed the Sultan River Floodplain Activation Construction Project, for the construction of the design phase of the project; and wishes to apply for additional grant funds from the RCO; and

WHEREAS, the Sultan River Floodplain Activation Construction Project cost is estimated at \$765,000, and the District may be eligible for matching funds of \$153,000 from

District funds committed for management by the Jackson Hydroelectric Project's Aquatic Resources Committee, leaving a grant opportunity of \$612,000; and

WHEREAS, the RCO's grant application process requires that the District's Board approve a Resolution, in the form of the attached Exhibit A, in order to authorize staff to apply for the grant, to agree to the RCO's required terms and conditions, and to authorize execution of a grant agreement; and

WHEREAS, staff and the District's legal counsel have reviewed the terms and conditions of the grant agreement and recommend that the Board approve the Resolution attached as Exhibit A as being in the best interest of the District and its customers.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County, Washington, that the Resolution attached as Exhibit A hereto is hereby approved, and District staff identified in Exhibit A are authorized to apply for the grant and execute a grant agreement in accordance with the terms of Exhibit A, as approved by the General Counsel.

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2022.

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President

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Vice-President

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Secretary





## Applicant Resolution/Authorization

Organization Name (sponsor) \_\_\_\_\_

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) \_\_\_\_\_

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

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

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

## Grant applications

Washington State Recreation and Conservation Office (RCO)

[Salmon Recovery and Puget Sound Acquisition and Restoration 2021-2023](#)

Sultan River Floodplain Activation Construction Project

## Request

Total: \$612,000 request from RCO; however, there is a minimum grant match required. The match portion will be borne by the Jackson Project's Jackson Project's Habitat Enhancement Plan Fund as approved by the Jackson Project's Aquatic Resource Committee (ARC) for \$153,000.

## Goal, purpose, scope

The intent of this grant request is to receive funds to construct the project previously designed under the Washington State Recreation and Conservation Office Salmon Recovery and Puget Sound Acquisition and Restoration Grant #20-1306 Sultan River Floodplain Activation Design Project received in 2020 and completed in March 2022.

The intent of the restoration project is to **1) finalize design and permitting and 2) construct a salmon habitat restoration project** that will use a combination of physical interventions and flow management to reengage and restore select portions of the Sultan River floodplain. This effort will continue the District's strategic priority of environmental stewardship and build on the successful completion of the enhanced side channel projects in this area. The proposed project expands upon prior projects from 2012 and 2021 and is informed by the results of those efforts as well. Central to this expansion is the willingness of landowners and the application of state-of-the-art hydraulic modeling during design to address any potential concerns. Of the 16 miles of river downstream of Culmbach Dam, over 80 percent or approximately 13 miles, lies within a confined canyon. The lowermost 3 miles, just upstream of the confluence with the Skykomish River, is an alluvial floodplain. This area, near the town of Sultan, is populated and includes a combination of residential properties, park lands, and agricultural areas. The lower Sultan River has become simplified from a geomorphic perspective due to a reduction in the quantity of large flood flows as a result of project operations. The channel has also lost wood due to past logging practices and removals, residential development, and agricultural practices, and replacement of that wood has been slowed by dam operations. This has impacted the quality and quantity of rearing habitat in the river and especially the lower 3 miles. This issue has been addressed and mitigated by prior restoration efforts; however, those projects identified several opportunities to go above and beyond the previously established mitigation requirements. This effort is not a requirement of the Jackson Hydroelectric Project license. However, it will make use of the Habitat Enhancement Fund to leverage construction of the designed project, pending potential for an additional grant award.

The proposed project will redistribute flow into the floodplain environment within park and agricultural areas and establish a defined path for the return of these flows to the river. The activated, more frequently watered off-channel habitat will provide rearing habitat and refugia during high flow conditions. This is an expansion of an existing side channel network that currently **provides prime rearing habitat for Chinook and coho salmon**. The project will provide increased diversity in spawning / holding habitat important for building resiliency in existing and future salmonid populations.

## Objectives

1. Construct a side channel extension to provide for diverse rearing habitat conditions over a range of hydrologic flow conditions.
2. Construct to effectively expand the range of hydrologic flow conditions over which side channels receive inflow from the main river by manipulating the hydraulic inlet controls.
3. Provide final design for expansion potential off-channel refuge and rearing habitat in side channels. Specific design elements:
  - Increase flow delivery to floodplain by 5-8 cfs during low flow
  - Expansion of active channel and side channel areas by at least 50,000 square feet.
  - Placement of at least six new log structures
  - Placement of boulders in 3-4 discrete locations.
  - Increased substrate diversity over existing conditions.

## Deliverables

1. Final permits for construction activities
2. Contract documents and specifications
3. Constructed project

## Expected Outcomes

Enhanced physical and hydrologic connectivity with floodplain, improved and increased quantity of rearing habitat, high flow refuge, off-channel habitat, wetland benefits, riparian benefits, redirection of surface water could result in recharge of groundwater aquifer.

## Schedule

Summer 2023-December 2023 (if permits received and ability to complete in one in-water work window)

Summer 2023-December 2024 (if additional time is needed)

## Project Lead

Dawn Presler, Sr. Environmental Coordinator  
Keith Binkley, Manager  
Generation – Natural Resources

## General Location Overview – Lower Sultan River, City of Sultan





## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 6

### TITLE

CEO/General Manager's Report

### SUBMITTED FOR: CEO/General Manager Report

CEO/General Manager	John Haarlow	8473
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:		
Estimated Expenditure:		Presentation Planned <input type="checkbox"/>

### ACTION REQUIRED:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Decision Preparation | <input checked="" type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion    | (Information)                                  |  |
| <input type="checkbox"/> Policy Decision      |  |  |
| <input type="checkbox"/> Statutory            |  |  |

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

The CEO/General Manager will report on District related items.

*List Attachments:*  
None

## BUSINESS OF THE COMMISSION

**Meeting Date:** June 7, 2022

**Agenda Item: 7A**

# TITLE

## Commission Reports

**SUBMITTED FOR: Commission Business**

<u>Commission</u>	<u>Allison Morrison</u>	<u>8037</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>

Date of Previous Briefing: \_\_\_\_\_

Estimated Expenditure: \_\_\_\_\_ Presentation Planned ☐

**ACTION REQUIRED:**

- ☐ Decision Preparation      ☒ Incidental      ☐ Monitoring Report  
☐ Policy Discussion      (Information)  
☐ Policy Decision  
☐ Statutory

**SUMMARY STATEMENT:**

The Commissioners regularly attend and participate in meetings, seminars, and workshops and report on their activities.

*List Attachments:*  
None



## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 7B

**TITLE:**

Commissioner Event Calendar

**SUBMITTED FOR: Commission Business**

Commission

Allison Morrison

8037

*Department*

*Contact*

*Extension*

Date of Previous Briefing: \_\_\_\_\_

Estimated Expenditure: \_\_\_\_\_

Presentation Planned ☐

**ACTION REQUIRED:**

- ☒ Decision Preparation  
☐ Policy Discussion  
☐ Policy Decision  
☐ Statutory

☐ Incidental  
(Information)

☐ Monitoring Report

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

The Commissioner Event Calendar is enclosed for Board review.

*List Attachments:*

Commissioner Event Calendar



# Commissioner Event Calendar – 2022

## June 2022

### June 1 - 3:

Public Power Council/PNUCC Meetings

Virtual

(Wolfe/Logan/Olson)

### June 2:

New Employee Orientation Program

Virtual 8:45 a.m. – 9:45 a.m.

(Olson)

### June 10 - 15:

APPA National Conference

Nashville, TN

(Logan)

### June 17:

PPC – Forum of Elected Utility Leaders (FUEL)

Virtual 9:30 a.m. – 11:00 a.m.

(Logan/Wolfe)

### June 30:

Master Builders Seafood Event

Mukilteo, WA

(Wolfe)

## June 2022

# Commissioner Event Calendar – 2022

**July 2022**

**July 2022**

**\*\*For Planning Purposes Only and Subject to Change at any Time\*\***

# Commissioner Event Calendar – 2022

## August 2022

August 3 - 5:

Public Power Council/PNUCC Meetings  
Portland, OR

## August 2022

**\*\*For Planning Purposes Only and Subject to Change at any Time\*\***

# Commissioner Event Calendar – 2022

## September 2022

August 31 – September 2:

Public Power Council/PNUCC Meetings

Virtual

## September 2022

# Commissioner Event Calendar – 2022

## October 2022

October 5 - 7:

Public Power Council/PNUCC Meetings

Virtual

## October 2022

# Commissioner Event Calendar – 2022

## November 2022

November 16 - 18:

Public Power Council/PNUCC Annual Meetings  
Portland, OR

## November 2022

**\*\*For Planning Purposes Only and Subject to Change at any Time\*\***

# Commissioner Event Calendar – 2022

**December 2022**

**December 2022**

**\*\*For Planning Purposes Only and Subject to Change at any Time\*\***

## 2022 Budget, Forecast, and Major Project Status

### Update to Board of Commissioners

	(\$000's)	
	YTD Budget through April	YTD Results through April
<b>Operating Revenues</b>		
Energy Retail Sales	\$ 244,470	\$ 236,837
Energy Wholesale Sales	14,287	18,254
Other Operating Revenues	11,624	10,368
<b>Total Operating Revenues</b>	<b>\$ 270,381</b>	<b>\$ 265,460</b>
<b>Operating Expenses</b>		
Purchased Power	\$ 114,465	\$ 118,399
Operations & Maintenance	83,511	87,663
Taxes	15,096	15,601
Depreciation	19,811	20,106
<b>Total Operating Expenses</b>	<b>\$ 232,883</b>	<b>\$ 241,769</b>
<b>Net Operating Income</b>	<b>\$ 37,498</b>	<b>\$ 23,691</b>
Interest Income & Other	2,247	(4,373)
Interest Charges	(5,882)	(1,186)
Contributions	10,956	9,011
<b>Net Income</b>	<b>\$ 44,819</b>	<b>\$ 27,143</b>
<b>Capital Expenditures</b>	<b>\$ 52,939</b>	<b>\$ 35,851</b>

#### ELECTRIC SYSTEM HIGHLIGHTS THROUGH APRIL

- Energy Retail Sales results appear lower than budget through April due to timing and adjustment to billings; actual consumption was higher than budget due to colder weather.
- Energy Wholesale Sales volumes continue to be higher than expected resulting from surplus BPA Slice and Jackson generation.
- Purchased Power expenditures reflect higher than budgeted volumes and prices for market power purchases.
- Operations & Maintenance expenses reflect continued increases in uncollectible customer payments as well as inflated costs on some materials and equipment.
- Interest Income and Charges are largely impacted by mark-to-market adjustments and a true-up related to debt amortization.
- Capital Expenditures are below budget through April due to the timing of project schedules. Spending is expected to increase in the coming months and reduce this budget variance.





## 2022 BUDGET AND PROJECTION EXPECTATIONS

- Energy Retail Sales are expected to be slightly higher than budget, but weather uncertainty could impact results.
- Energy Wholesale Sales are expected to be over budget by the end of the year based on results through April.
- Purchased Power expenditures are expected to be slightly higher than budget but are very dependent on unanticipated weather and extreme market conditions.
- Operations & Maintenance expenditures are expected to be over budget by the end of the year largely due to supply chain issues.
- Capital Expenditures are currently forecasted to be slightly under budget. See pages 3-4 for additional information on selected projects.

(\$000's)

2022 Budget	2022 Projection
-------------	-----------------

### Operating Revenues

Energy Retail Sales	\$ 624,652	\$ 630,419
Energy Wholesale Sales	45,931	49,898
Other Operating Revenues	36,622	35,366
<b>Total Operating Revenues</b>	<b>\$ 707,204</b>	<b>\$ 715,683</b>

### Operating Expenses

Purchased Power	\$ 325,237	\$ 330,469
Operations & Maintenance	246,781	252,074
Taxes	38,901	39,406
Depreciation	59,433	59,725
<b>Total Operating Expenses</b>	<b>\$ 670,352</b>	<b>\$ 681,674</b>
<b>Net Operating Income</b>	<b>\$ 36,853</b>	<b>\$ 34,008</b>

Interest Income & Other	6,740	3,937
Interest Charges	(17,608)	(17,608)
Contributions	32,867	29,325
<b>Net Income</b>	<b>\$ 58,852</b>	<b>\$ 49,662</b>

Capital Expenditures	\$ 159,383	\$ 158,219
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## FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS

**Yellow** Indicates Change from Previous Report

### Distribution and Engineering

- **Substation, Metering, and Telecom Projects:** The new Twin City Substation has been completed. The Harbour Point substation upgrade has started. Seven other substation projects are scheduled for this year, with one complete and another recently started. Design is ongoing for the 2023 construction of seven system reliability projects (three of which are currently in construction), circuit switcher replacements, and the North Mountain new breaker. Also, other projects are in design and expected to start construction in late 2022 including the addition of a second transformer to Edgecomb to support new loads in North County and the new Sky Valley substation station in the Monroe area. Several fiberoptic projects are being built in 2022 to reduce the risk of a single point of failure. Fiber will also be extended from the Monroe office to Qualco to be used for a future substation.
- **Distribution Overhead and Underground Line Projects:** Material constraints in early 2022 have hampered the release of non-critical underground system work. The Distribution group is focusing efforts on overhead construction including concentrating on the Bad Order (BO) pole program of which 115 BO poles were replaced in the first quarter. Other notable ongoing distribution projects include the City of Lynnwood 196<sup>th</sup> St SW undergrounding project, the Ballinger Substation 5<sup>th</sup> Feeder Circuit tie, the Twin City distribution feeder project, the Sky Valley Distribution feeder project, the SR 530 Franchise relocation project, the Stillaguamish Tribe's 236<sup>th</sup> St NE relocation project, the County's 43<sup>rd</sup> Ave SE relocation project, and the Amazon commercial project in Arlington.
- **Hat Island Cable Replacement:** The design team, along with the support of a team of consultants, is reviewing alternate alignments. Engineering design and permitting of a new alignment is planned to occur in 2022.
- **Connect Up Program:** The Meter Deployment Project conducted Sensus training for Metering/AMI Technologies and placed additional orders for 50K Aclara meters for mitigation purposes. We continue to work with Sensus to mitigate the supply chain issue related to meter microprocessors. The Systems Integration Project approved all design documents on March 28, 2022. This project's Build and Configuration work is in progress but is behind schedule (Utegration is about 6 weeks late), which will most likely impact the start of the Testing and Training stage. Utegration is putting together a change order requesting the scheduling of these milestones. The AMI Network Project has installed 18 out of 141 Base Stations and is on schedule.
- **Transportation:** Projects and capital spend are on track to meet budget of about \$10M for 2022.

### Facilities

- **North County Community Office:** Design is complete and the project is out for bid. Construction is planned to begin this summer and will be completed by early 2024. Budget this year is \$14M.
- **Electric Building Phase 2 Roof Replacement:** Project has been paused until May 2022 due to manufacturer delays with remaining parts. The updated schedule shows substantial completion in mid-August pending receipt of remaining materials.

## FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS CONTINUED

### Generation

- **Jackson Powerhouse Tenant Improvements:** The public works contract award of \$2.3M was approved on May 17, 2022 to TRICO Companies LLC.
- **Qualco Biogas-Electric Generation Project:** The generator and most of the ancillary components have been installed; still waiting on some parts and also completion of fiber optic communications to support system protection requirements. Projection completion is estimated to be at the end of August.





(\$000's)

YTD Budget through April	YTD Results through April
-----------------------------	------------------------------

**Operating Revenues**

Water Retail Sales	\$ 4,378	\$ 4,074
Water Wholesale Sales	165	198
Other Operating Revenues	126	116
<b>Total Operating Revenues</b>	<b>\$ 4,669</b>	<b>\$ 4,388</b>

**Operating Expenses**

Purchased Water	\$ 838	\$ 811
Operations & Maintenance	2,431	2,297
Taxes	215	220
Depreciation	1,111	1,108
<b>Total Operating Expenses</b>	<b>\$ 4,595</b>	<b>\$ 4,436</b>

**Net Operating Income**

Interest Income & Other	30	(155)
Interest Charges	122	(167)
Contributions	1,716	847
<b>Net Income</b>	<b>\$ 1,942</b>	<b>\$ 477</b>

Capital Expenditures	2,552	2,410
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**WATER SYSTEM  
HIGHLIGHTS  
THROUGH  
APRIL**

- Water Retail Sales are running slightly behind budget due to cold, wet weather and a delayed, smaller rate increase than budgeted.
- Water Wholesale Sales reflect higher than budgeted sales to the City of Arlington through April.
- Interest Income and Charges reflect mark-to-market impacts and adjustments to debt amortization.
- Contributions are lower than budget due to less than usual developer activity in the service area.
- Capital Expenditures are aligned with budget expectations and has primarily included spending on two Warm Beach projects; capital spend is expected to be close to budget at year-end.





## BUSINESS OF THE COMMISSION

Meeting Date: June 7, 2022

Agenda Item: 8A

### TITLE

Governance Planning Calendar

### SUBMITTED FOR: Governance Planning

Commission

Allison Morrison

8037

Department

Contact

Extension

Date of Previous Briefing:

Estimated Expenditure:

Presentation Planned ☐

### ACTION REQUIRED:

- ☒ Decision Preparation
- ☐ Policy Discussion
- ☐ Policy Decision
- ☐ Statutory

☐ Incidental  
(Information)

☐ Monitoring Report

### SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Governance Process, Agenda Planning, GP-4: To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda ....*

The Planning Calendar is enclosed for Board review.

*List Attachments:*

Governance Planning Calendar

# Governance Planning Calendar – 2022

## To Be Scheduled

- Compensation Philosophy Discussion

## To Be Scheduled

- ~~Board Training with Ann Macfarlane~~ (scheduled for August 2)

# Governance Planning Calendar – 2022

## June 7, 2022

### Morning Session:

- Media
- Legislative
- ~~North County Community Office Update~~
- ~~City of Lake Stevens Water Parcel Sale~~
- North Mountain Substation Operations & Maintenance
- CEF3 Grants for Feasibility Studies
- Clinton Radio Tower Lease

### Afternoon Session:

- Governance Planning Calendar

## June 21, 2022

### Morning Session:

- Community Engagement
- Connect Up Quarterly Update

### Afternoon Session:

- Public Hearing and Action:
  - Disposal of Surplus Property – 3<sup>rd</sup> Quarter
  - City of Lake Stevens Water Parcel Sale
- Monitoring Report:
  - Asset Protection Monitoring Report
- Governance Planning Calendar

# Governance Planning Calendar – 2022

**July 5, 2022**

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

**July 19, 2022**

Morning Session:

- Community Engagement

Afternoon Session:

- Governance Planning Calendar



# Governance Planning Calendar – 2022

## August 2, 2022

### Morning Session:

- ~~Media~~
- ~~Strategic Plan Review~~ (moved to August 16)
- Board Training with Ann Macfarlane

### Afternoon Session:

- Monitoring Report:  
→ 2<sup>nd</sup> Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

## August 16, 2022

### Morning Session:

- Community Engagement
- Strategic Plan Review

### Afternoon Session:

- 2023 Preliminary Budget – Report of Filing and Notice of Public Hearing
- Governance Planning Calendar

# Governance Planning Calendar – 2022

## September 6, 2022

### Morning Session:

- Media

### Afternoon Session:

- Governance Planning Calendar

## September 20, 2022

### Morning Session:

- Community Engagement
- Connect Up Quarterly Update
- DEI Update

### Afternoon Session:

- Public Hearing and Action:
  - Disposal of Surplus Property – 4<sup>th</sup> Quarter
- Governance Planning Calendar

# Governance Planning Calendar – 2022

## October 3, 2022

### Morning Session:

- Media

### Afternoon Session:

- Public Hearing:
  - Open 2023 Proposed Budget Hearing
- Governance Planning Calendar

## October 5, 2022

### Special Meeting:

- Arlington Microgrid and Clean Energy Center Ribbon Cutting

# Governance Planning Calendar – 2022

**October 18, 2022**

Morning Session:

- Community Engagement
- Energy Risk Management Report
- Water Supply Update

Afternoon Session:

Governance Planning Calendar

# Governance Planning Calendar – 2022

## November 1, 2022

### Morning Session:

- Media

### Afternoon Session:

- Public Hearing:
  - Continue Public Hearing on the 2023 Proposed Budget
- Monitoring Report:
  - 3<sup>rd</sup> Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

## November 15, 2022

### Morning Session:

- Community Engagement

### Afternoon Session:

- Public Hearing:
  - Continue Public Hearing on the 2023 Proposed Budget
- Adopt Regular Commission Meeting Dates for the Year 2023
- Governance Planning Calendar

# Governance Planning Calendar – 2022

## December 6, 2022

### Morning Session:

- Media
- Finance Audit Activity
- Connect Up Quarterly Update

### Afternoon Session:

- Public Hearing and Action:
  - Adopt 2023 Budget
- Monitoring Report:
  - Financial Planning and Budgeting Monitoring Report
- Elect Board Officers for the Year 2023
- Proposed 2023 Governance Planning Calendar

## December 20, 2022

### Morning Session:

- Community Engagement

### Afternoon Session:

- Public Hearing and Action:
  - Disposal of Surplus Property - 1<sup>st</sup> Quarter
  - Confirm Final Assessment Roll for LUD No. 65
- Adopt 2023 Governance Planning Calendar

# Governance Planning Calendar – 2022

## 2022 Year-at-a-Glance Calendar

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

 Holiday

 #

Commission Meetings

\*\*For Planning Purposes Only and Subject to Change at any Time\*\*