

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

November 1, 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/86960368088?pwd=MURNYVpJOXlZY3NpQ2k4UjZINmYrdz09b>
- Dial in: (253) 215-8782
- Meeting ID: 869 6036 8088
- Passcode: 631824

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. Media
 - 2. Other
- B. [Grants to Utilities for Residential Customer Arrearages](#)
- C. [Commencement of District’s Consideration of New PURPA Standards](#)
- D. [2023 Pole Attachment Rates](#)
- E. [Energy Storage Briefing](#)

EXECUTIVE SESSION – Recess into Executive Session to Discuss Current or Potential Litigation With Legal Counsel – Training Center Room 1

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

2. RECOGNITION/DECLARATIONS

- A. [Employee of the Month for November – Carol Biggs](#)

3. COMMENTS FROM THE PUBLIC

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 October 18, 2022, the Special Meeting of October 20, 2022, and the Special Meeting of October 25, 2022](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

5. PUBLIC HEARING

- A. [Continue Public Hearing on the 2023 Proposed Budget](#)

6. PUBLIC HEARING AND ACTION

- A. [Consideration of a Resolution Declaring a Certain Portions of Two Easements Over Property \(Tax Parcel Nos. 27052100400100, 27052100400300, and 27052100400500\) Granted Over Northshore School District Property, Located in Woodinville, Snohomish County, Washington, to be Surplus and Authorizing the Release of the Easements in Accordance With an Exchange Agreement With Washington State Department of Transportation](#)

7. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Department of Commerce Agreement With Snohomish County PUD Under the Utility Arrearages Grant Program](#)

8. [CEO/GENERAL MANAGER REPORT](#)

9. COMMISSION BUSINESS

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

10. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)

[EXECUTIVE SESSION](#) – Recess into Executive Session to Discuss Computer and Telecommunications Security and Risk Assessments - Training Center Room 1

ADJOURNMENT

The next scheduled regular meeting is November 15, 2022

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at 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: November 1, 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



Grants to Utilities for Residential Customer Arrearages

Jeff Feinberg - Senior Manager, Energy Efficiency & Customer Innovations

November 1, 2022

Legislative Framework

- In 2022 the Legislature appropriated \$100M for public and private water, sewer, garbage, electric and natural gas arrearages.
- The funding will be used by utilities to reduce residential customer arrearages **accrued between March 1, 2020, and December 31, 2021.**
- Only customers who have received help from Low Income Home Energy Assistance (LIHEAP), Low Income Home Water Assistance (LIHWAP), and/or rate-payer funded assistance benefits are eligible to receive funding.
- Rate-payer funded assistance programs for our customers include: Income Qualified rate discount, Community Support Program, Agency pledges, Project PRIDE, payment plans, and installment plans.

Process Steps

- 99 Interested Utilities applied by Commerce's deadline of May 27, 2022, and shared first data extracts
- Throughout the summer we provided additional data as requested and participated in workshops with Commerce as they developed the program and requirements under the budget proviso
- Commerce used 4 variables to determine utilities allocation:
 - Each participating utilities proportion of aggregate arrearage
 - Funding totals of utilities customers to reduce arrearages so far
 - Service area detail as it relates to disproportionate environmental health disparities
 - Service area detail as it relates to American community survey poverty data

Next Steps

- Approve contract with Commerce to receive allocation of funding and agree to program/grant requirements
 - Requesting approval for this step during this afternoon's session
- Once allocation amount is finalized, work across teams to develop prioritization and grant amounts for eligible customers
- Distribute funds to customer accounts by December 31, 2022
- Report results and validation to Commerce by March 1, 2023

Questions?



Commencement of District's Consideration of New PURPA Standards

Joe Fina
Acting General Counsel

November 1, 2022



New PURPA Standards

- The Infrastructure Investment and Jobs Act of 2021 (“IIJA”) was enacted on November 15, 2021.
- IIJA amended the Public Utility Regulatory Policy Act of 1978 (“PURPA”) to add two policy standards that state regulatory commissions and non-regulated electric utilities must “consider” for adoption.

Standards for Consideration

- Demand Response Practices
 - Policies, including appropriate rate mechanisms, to promote demand response as a means of mitigating stress on the electric system during periods of high electricity demand if they have not already adopted such policies.
- Electric Vehicle Charging Programs
 - Policies to promote the availability of electric vehicle charging infrastructure, to improve the customer experience for vehicle charging, and to encourage third-party investments in charging infrastructure.

Statutory Deadlines

Consideration of each proposed PURPA policy standard must:

- Commence no later than November 15, 2022.
- Be completed no later than November 15, 2023.

This Is Not a New Process for the District

- The District was initially required to consider the six proposed regulatory standards contained in PURPA 1978.
- The District was subsequently required to consider:
 - four new proposed regulatory standards added to PURPA by the Energy Policy Act of 1992.
 - five new proposed regulatory standards added to PURPA by the Energy Policy Act of 2005.
 - four new proposed regulatory standards added to PURPA by the Energy Independence and Security Act of 2007.

PURPA General Procedural Due Process

Determination of the “appropriateness” of a particular standard must take place, “after public notice and hearing” and must be:

- (1) “in writing”
- (2) “based upon findings included in such determinations and upon evidence presented at the hearing” and
- (3) “available to the public”

Directive 74 – District Specific Procedures

1. District staff develop recommendation for each of the standards
2. Publish a public notice announcing its intent to consider whether to adopt the standard or policy
3. Hold a Public Hearing
 1. Staff presents recommendation
 2. Public comment
4. District staff prepare a proposed resolution for Board approval or disapproval at a subsequent Board meeting
5. Board will take action on the proposed resolution during open public meeting
6. District staff compile a complete record for the District's files that documents the District's consideration and action on the standard or policy

Proposed Timeline

- **Today** - District formally begins “consideration” of the two regulatory standards.
- **First half of 2023** - District staff begin process to review the new regulatory standards and prepare recommendation.
 - Brian Booth – Senior Manager Rates
 - Garrison Marr – Senior Manager Power Supply
 - Shelley Pattison – Senior Manager Strategic Partnerships
- **Late summer/early fall 2023** – Hold hearing
- **Late October/early November 2023** - Formal action by the Board on the two regulatory standards.

Questions?

2023 Pole Attachment Rates

Felicienne Ng, Principal Utility Economist

Beth Haskin, Joint Use and Permits Administrator

November 1, 2022

Prior Presentation December 17, 2019



Purpose and Expectations

- This presentation is to update the Commission on the new pole attachment rates that will go into effect January 1, 2023
- Seeking Commission approval of the new pole attachment rates on November 15, 2022



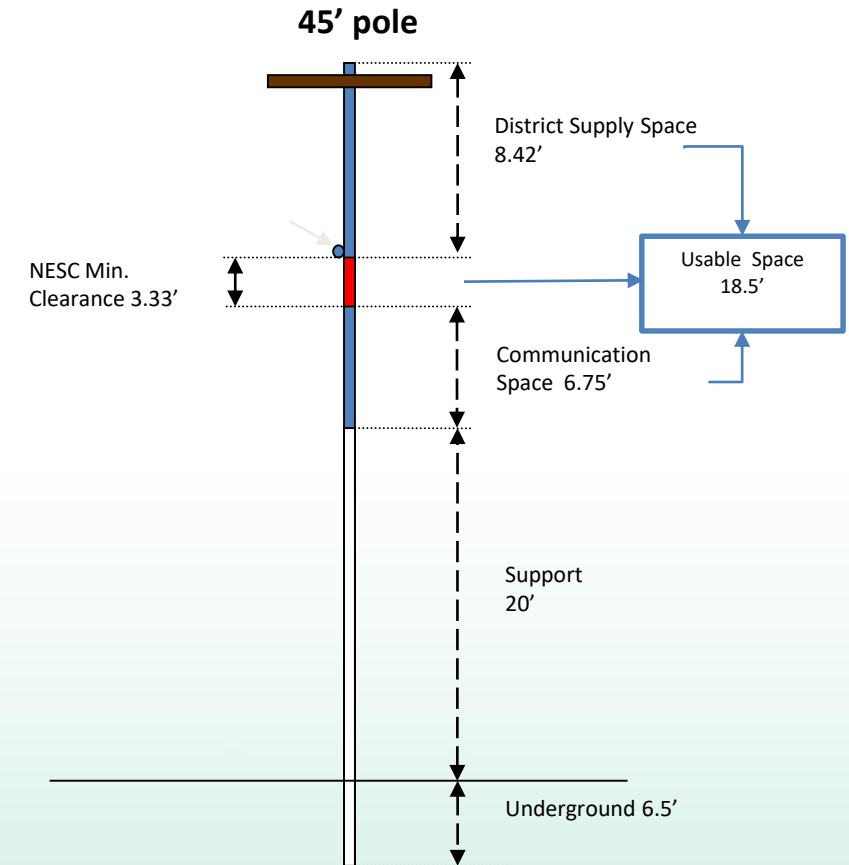
Background

- The District currently has 86,734 attachments
 - 26,957 on District owned poles
 - 59,777 on Jointly owned poles (District's share: 55%)
 - Approx. \$1.7M of revenue in total
- Last rate increase was in 2020
 - Did not update last year due to minimal change
- Pole attachment rates have been reviewed annually since 2018



Rate Methodology

- Washington State Method - RCW 54.04.045
 - Enacted June 2008
 - 50% FCC (Federal Communications Commission) Cable Attachment Method
 - Established in 1978
 - Formula only considers usable space of the pole
 - Intended to provide subsidies for cable attachments to foster growth
 - 50% APPA (American Public Power Association) Shared Cost Method
 - Equal allocation of common space



Snohomish Assumptions

- Space Occupied
 - Standard FCC & APPA assumptions use 1 linear foot per attachment
 - District and attachers have agreed to use ½ linear foot to allow for more attachments
 - This reduces the attachment rate
- Pole Size
 - Standard FCC & APPA assumptions use 37.5ft
 - District uses 45ft
 - This reduces the attachment rate
- Safety Space
 - District did not factor the NESC (National Electrical Safety Code) Safety Space of 3.33ft as 'Unusable Space' - prior agreement with customers
 - This reduces the attachment rate



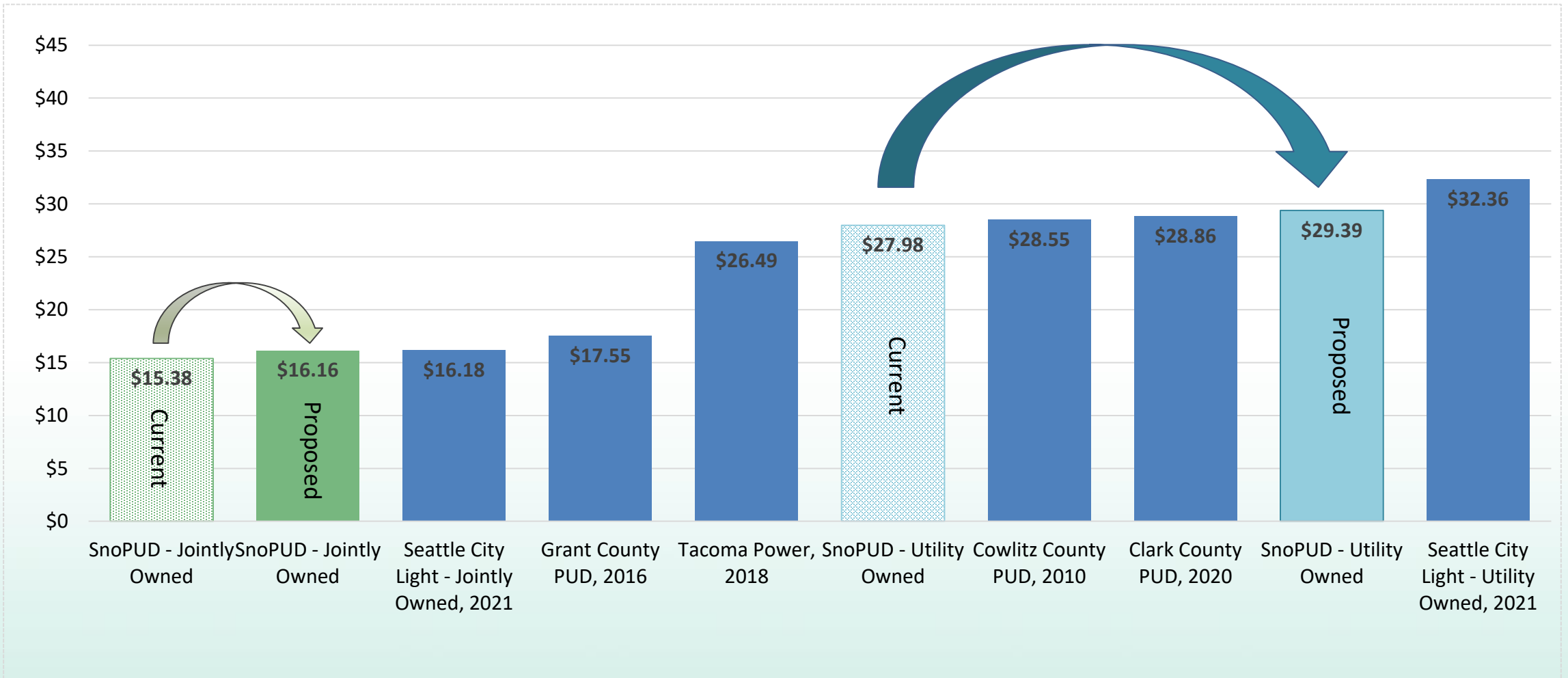
New Rates

	DISTRICT OWNED POLES	JOINTLY OWNED POLES
Current Rate	\$27.98	\$15.38
Proposed Rate	\$29.39	\$16.16
% Change	5%	5%

- Expected annual revenue increase: \$105k
- Attachers were notified of rate increase on July 1, 2022



Rate Comparison



QUESTIONS?



Energy Storage Briefing

Garrison Marr - Senior Manager, Power Supply
Supported by Energy Storage Team
November 1, 2022



Briefing Overview

Agenda

- **Why** Energy Storage
- **What** Energy Storage
- **When** Energy Storage
- **Next Steps: How** Energy Storage

For Commission:

- Informational briefing, no decision needed at this time
- Questions are welcome



Refresher

“WHY” AND “WHEN” ENERGY STORAGE





2021 Integrated Resource Plan

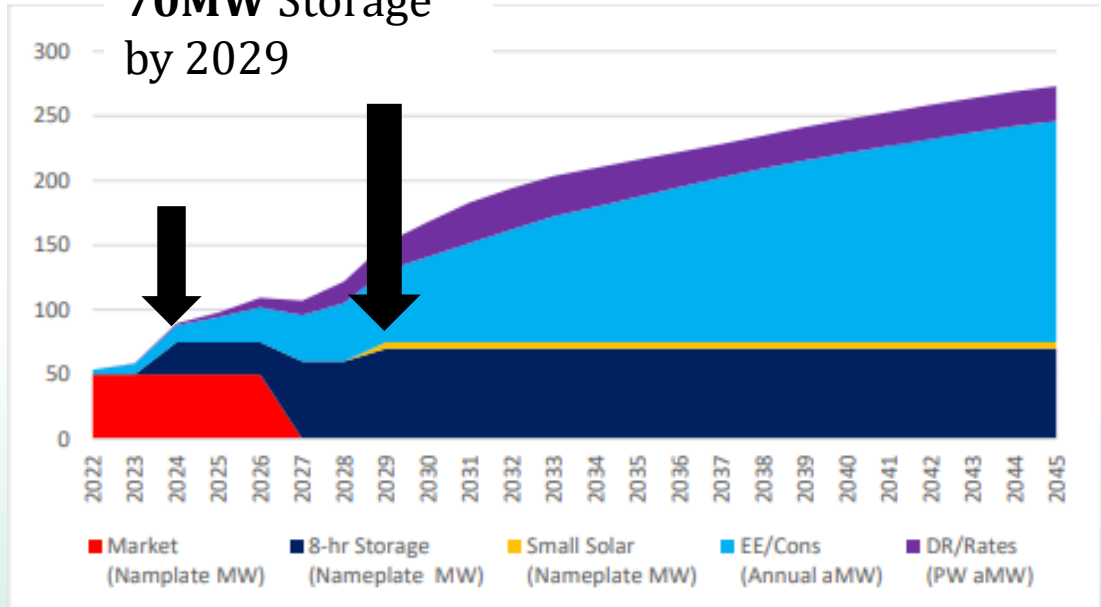
2022-2045 Study Period

Snohomish PUD

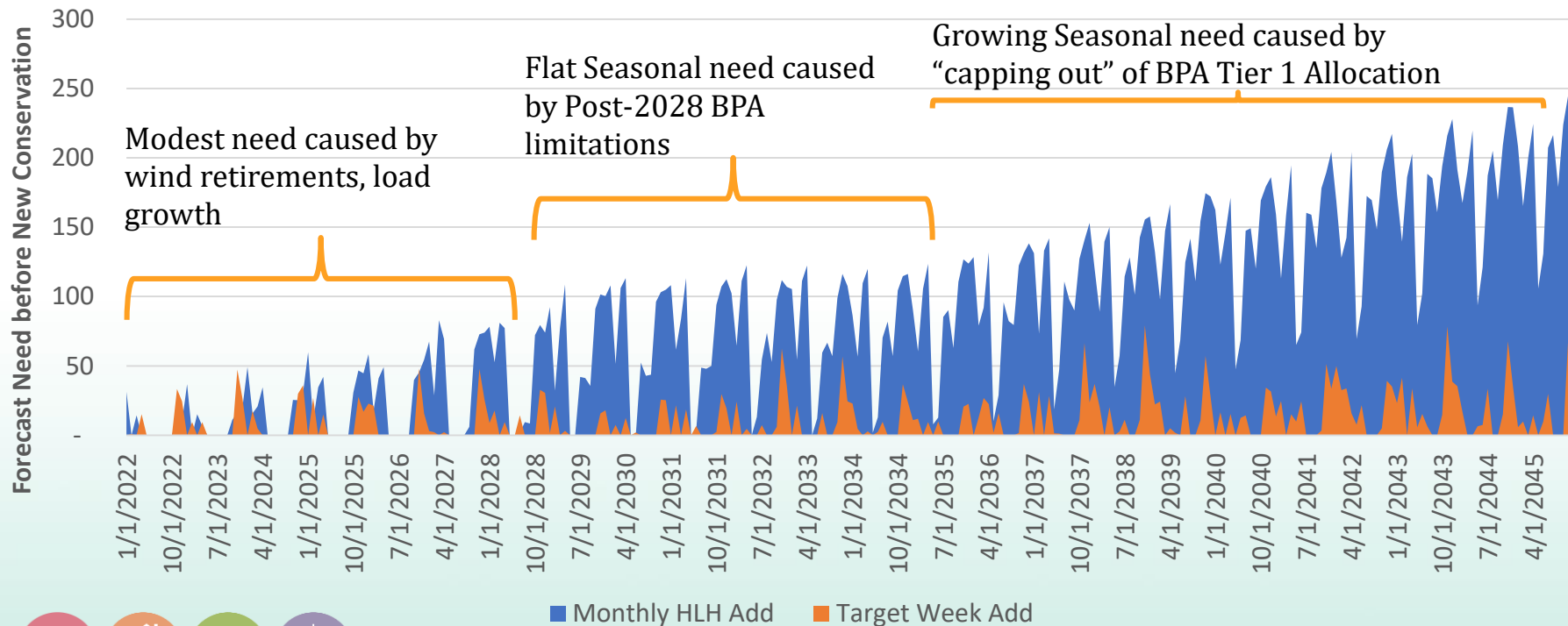
Adopted 12/21/21

Power Supply Department

25MW Storage
by 2024 and
70MW Storage
by 2029



IRP Base Case: Resource Need Type, Timing, Scale and Primary Causation



Regardless of Scenario, Storage is part of preferred strategies as it offers a carbon-free capacity option at scale. ⁶

Figure 6-4 depicts resource additions across scenarios over the first 10 years of the study period.

Figure 6-4

Portfolio Additions in Years 1-10 Across Scenarios

	Market Contract (Nameplate MW)	EE/Cons (Cumulative Annual aMW in Year 10)	8-hr Storage (Nameplate MW)	Local Small Solar (Nameplate MW)	Large Utility-scale Solar (Nameplate MW)	Wind (Nameplate MW)	DR/Rates (Cumulative Peak Week ⁵⁸ aMW in Year 10)
High Electrification	50	77	45	5	0	75	26.2
High Growth	50	78	35	0	50	25	38.1
High Policy	75	81	70	5	0	0	30.9
Less BPA	50	81	70	5	0	0	36.6
High Technology	25	73	45	5	0	50	38.4
Base Case	50	77	70	5	0	0	31.6
Low Growth Case	50	69	60	0	0	0	25.1
High Climate Change	25	77	50	0	0	0	32.2



Storage and the 2021 IRP Action Plan

Action Plan

The 2021 Integrated Resource Plan has identified several near-term actions that enable the PUD to meet the needs of its customers well into the future, even in a rapidly changing environment:

1. **Pursue all cost-effective conservation** and further explore programmatic conservation portfolio optimization, to include consideration of capacity-value, distribution-segment value, and BPA reimbursement.
2. **Pursue acquisition of significant long-duration utility-scale storage** in order to help meet the PUD's capacity needs.
3. **Develop a roadmap to significant, lowest-cost Demand Response programs** leveraging AMI, including dispatchable demand response programs and smart rate constructs. Further explore programmatic demand response portfolio optimization, to include consideration of capacity-value, and distribution-segment value.



When?



- PUD was targeting 25MW of storage by 2024.
- Inflation Reduction Act (IRA) will provide 30% Investor Tax Credit for storage projects with construction started by December 31, 2024*
- Fantastic serendipity that will reduce PUD costs
- **PUD seeks to start construction by 2024, have operational by 2025**

* IRA includes additional consideration for tax credits for storage projects after January 1, 2025, through separate offering



Results of Due Diligence Process

“WHAT” ENERGY STORAGE





PUMPED STORAGE HYDROPOWER SCREENING STUDY

FINAL

PREPARED FOR:
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

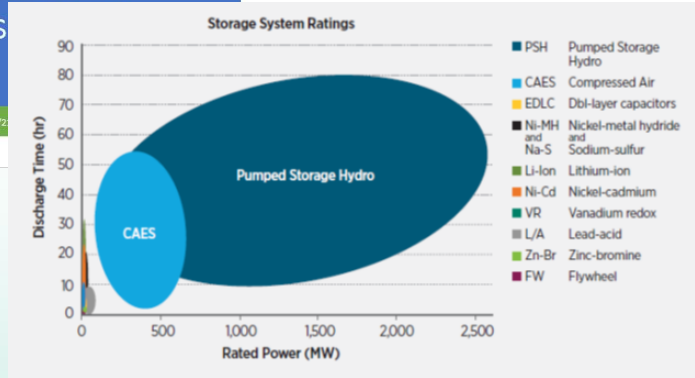
PREPARED BY:
MWH   Stantec

DECEMBER 2016

LAES Phase 1 Deliverables

Snyder, Landon

12/2



Phase 1 Due Diligence: What

- Liquid Air Energy Storage (LAES) and Local Pumped Storage Hydro (LPSH) evaluated
 - Not available until late 2020's (varies by tech)
 - Local Pumped Storage Hydro feasibility analysis continues as potential long-term investment
 - LAES/LPSH offer longer lifespans and larger capacity, however, higher capital investments
- 25MW Lithium-Ion battery identified as earliest available, cost-effective, mature technology.
 - “Down payment” on long-term needs



Energy Storage Strategy must be data-driven and aware of changing environment

- Approach must be flexible, proactive to reduce PUD exposure to capacity market volatility and liquidity issues, and be compatible with resource adequacy needs
- Key environment considerations include:
 - New opportunities with Connect Up and Smart Rates
 - Post-2028 Contract and Product opportunities and risks
 - Coming electrification load
 - Developing resource technologies
 - Organized market developments



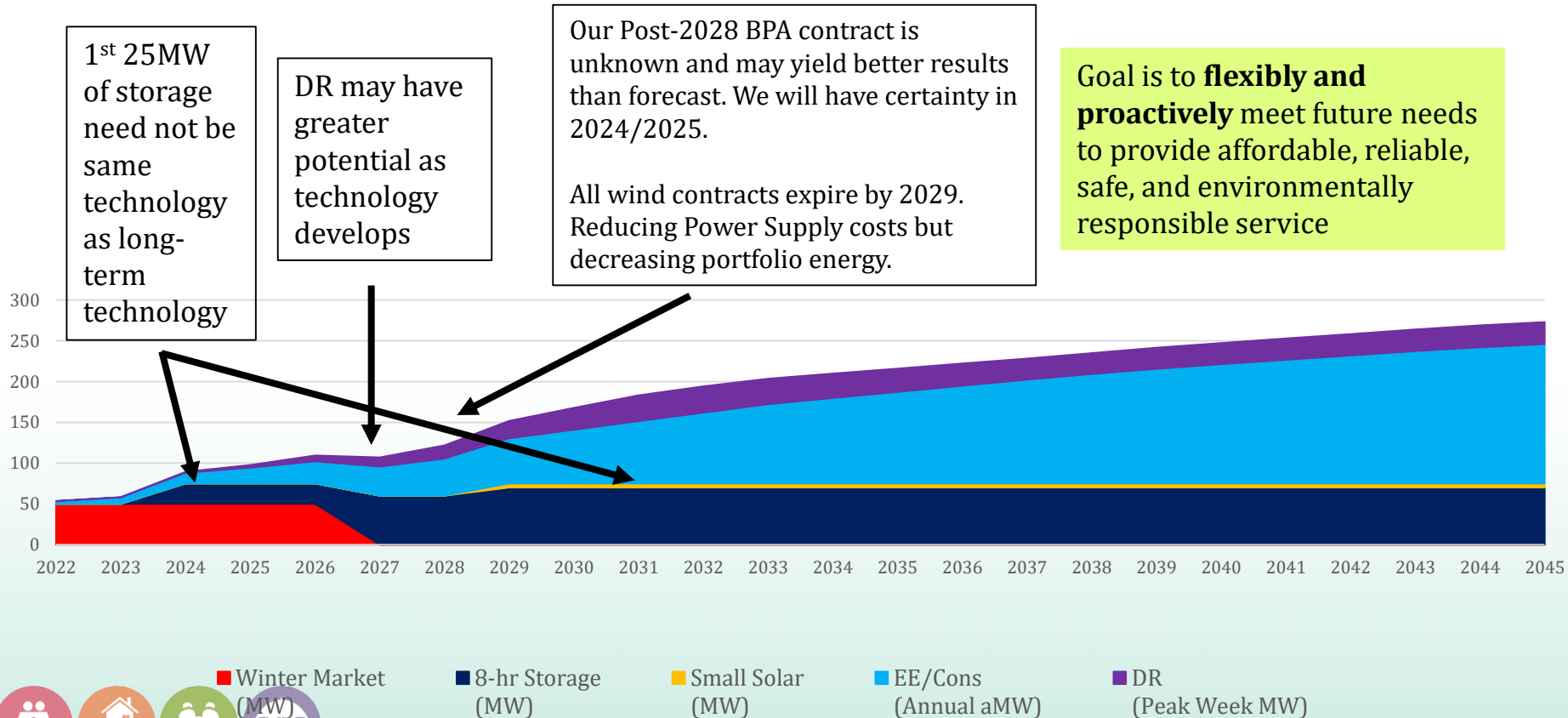
Holistic Resource Strategy

- Pursue 25MW/~100MWh Battery Energy Storage adjacent to existing local infrastructure
 - Builds on existing experience with batteries
 - Most commercially available storage technology
 - Reduces exposure to tight capacity market and leverages existing Transmission and Resource portfolios
- Continue to pursue potential development of Liquid Air Energy Storage (LAES), Local Pumped Storage Hydro (LPSH) in late 2020's
 - As complement to battery investment, and/or in anticipation of batteries end-of-life
- Continue to monitor other potential portfolio solutions to augment the portfolio with clean capacity
 - As a complement to battery investment, and/or in anticipation of batteries end-of-life
 - 2023 IRP Update will provide opportunity to look at emerging opportunities and impact of electrification load forecast on future needs



Long-Term Resource Strategy Considerations

13



“What” Details

- 25MW, 100 MWh Lithium-Ion battery
- Expect asset life and term of ~15 years
- Expect to maximize Investor Tax Credit opportunity
- Across term length:
 - ~\$5-8M/yr depending on structure
 - ~\$7M/yr in Hay Canyon Wind PPA costs roll off starting March 2024
- Development structure will allocate asset risk to third-party and prioritize timeline
- Future RFP will sharpen cost and term information

Next Steps

“HOW” ENERGY STORAGE



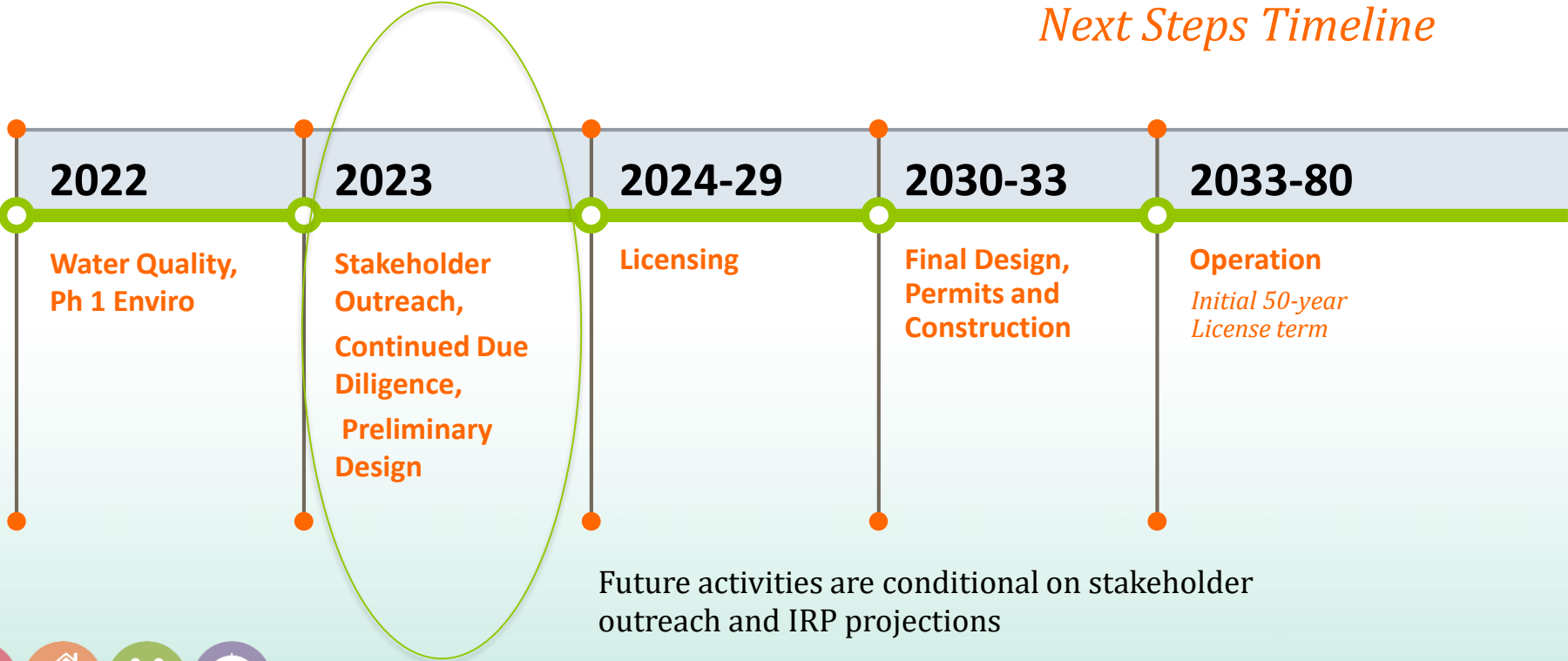
Battery Storage (PUD)

Next Steps Timeline



Local Pumped Storage Hydro

Next Steps Timeline



Next Steps

- Battery
 - Internal work for real estate, permitting, and interconnection
 - RFP targeted By End of Q1 2023
- Continue long-lead Local Pumped Storage Hydro Due Diligence and Feasibility work
- Begin 2023 IRP to identify how electrification load forecast changes (grows) future needs and resource responses



EXECUTIVE SESSION

Tuesday, November 1, 2022

Discussion of Current or Potential Litigation With Legal Counsel –
Approximately 30 Minutes



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 2A

TITLE

Employee of the Month for November – Carol Biggs

SUBMITTED FOR: Recognition/Declarations

Human Resources	Traci Brumbaugh	8626
<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 impact

Carol began her career with the PUD on February 9, 2015, as a Real Estate Service Agent, which is the title she holds today.

Carol will be presented by her manager Maureen Barnes, Manager Real Estate Services.

List Attachments:

Employee Profile

The Sound Transit Link Extension project is arguably one of the largest infrastructure projects that has occurred in the Puget Sound region in decades. This magnitude of a project doesn't happen without support from local agencies and utilities. As a result of her work over the past several years, Carol Biggs has successfully identified and resolved conflicts along the route and negotiated new agreements that not only ensure the District's rights are maintained, but also allow Sound Transit to accomplish their goals. For her tremendous efforts on this project, we are pleased to share that Carol Biggs, Real Estate Service Agent IV, is November's Employee of the Month.

Carol began her career with the PUD on February 9, 2015. In August 2015, Carol began working on the Sound Transit Lynnwood Link Extension. This project extends the light rail along I-5 from the county line up to the Lynnwood Park and Ride.

"A project of this scale and complexity takes patience, an enormous amount of time, excellent communication skills, and the ability to negotiate well," said Guy Payne, AGM Distribution and Engineering. "We are incredibly appreciative of Carol's efforts and grateful to have her on the team."

In addition to working on the Lynnwood Link Extension, Carol reviews all installations on private property and acquires property and property rights as needed for a variety of projects. This includes plats and new customer projects, municipal improvement, and system projects, as well as managing PUD fee-owned properties.

"Although she has a very full plate with work to accomplish, she is consistently a source of knowledge and always checks in on coworkers to offer guidance and help brainstorming any problems that have come up on their jobs," said Maureen Barnes, Manager Real Estate Services.

According to Carol's colleagues, despite the many items in her workload, customers would never know that she is not solely focused on just their job. She treats them all with the utmost attention and dedication.

"Carol is an invaluable resource for our group and we are incredibly lucky to have her," said Heidie Waxham, Agent IV. "She genuinely cares about the well-being of others and extends this to everyone that has the privilege of working with her. She is an amazing listener, has a strong work ethic, adaptable, sincere, witty, sensible, and resourceful."

When asked about her proudest moment at the District, Carol's commitment to her team shines through as an example of why she is deserving of this recognition.

"I'm pretty proud of the work we did to bring the Sound Transit Lynnwood Link to the area, but I'd say my biggest success is the relationships that I've built over the years, not only with my team who are the greatest people ever, but with people from the various PUD departments that Real Estate works with, as well as our customers and outside agencies," said Carol.

Please join us in congratulating Carol Biggs, November's Employee of the Month, and thanking her for her service to the District and Team PUD.

COMMENTS FROM THE PUBLIC



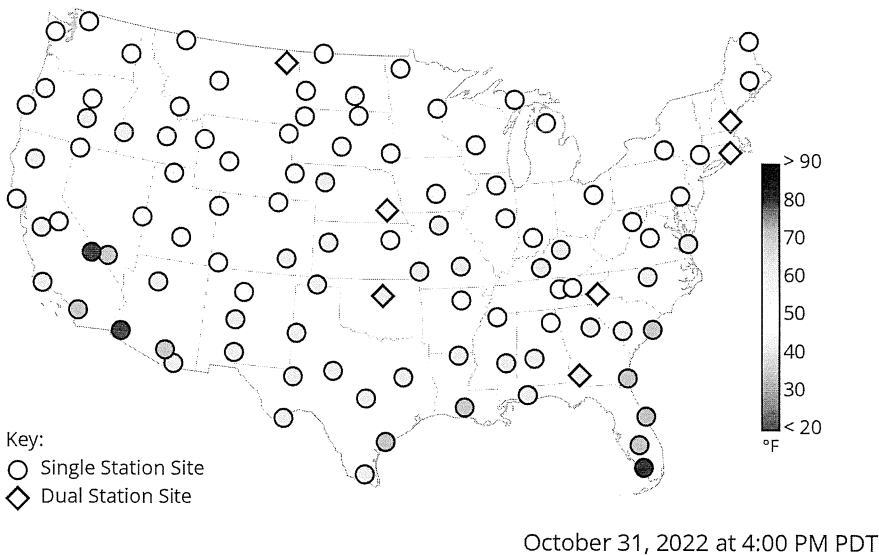
U.S. Climate Reference Network

The **U.S. Climate Reference Network (USCRN)** is a systematic and sustained network of **climate monitoring stations** with sites across the conterminous U.S., Alaska, and Hawaii. These stations use **high-quality instruments** to measure temperature, precipitation, wind speed, soil conditions, and more. Information is available on what is measured and the USCRN station instruments.

The vision of the USCRN program is to provide a **continuous series of climate observations** for monitoring trends in the nation's climate and supporting climate-impact research.

USCRN stations are managed and maintained by the Atmospheric Turbulence and Diffusion Division of the Air Resources Laboratory, NOAA Office of Oceanic and Atmospheric Research. The National Centers for Environmental Information maintains and distributes the USCRN observations and derived climate products.

Site Temperatures



Program Information

USCRN Overview

Detailed Documentation

Datasets

Get Datasets

See Latest Observations

News

Correction to Volumetric Soil...

Updates with Acclima Data

Time Series

Use the options below to compare Contiguous U.S. temperature anomalies of the ClimDiv and USCRN Datasets for the Contiguous U.S.

Parameter:

Average Temperature Anomaly

Time Scale:

1-Month

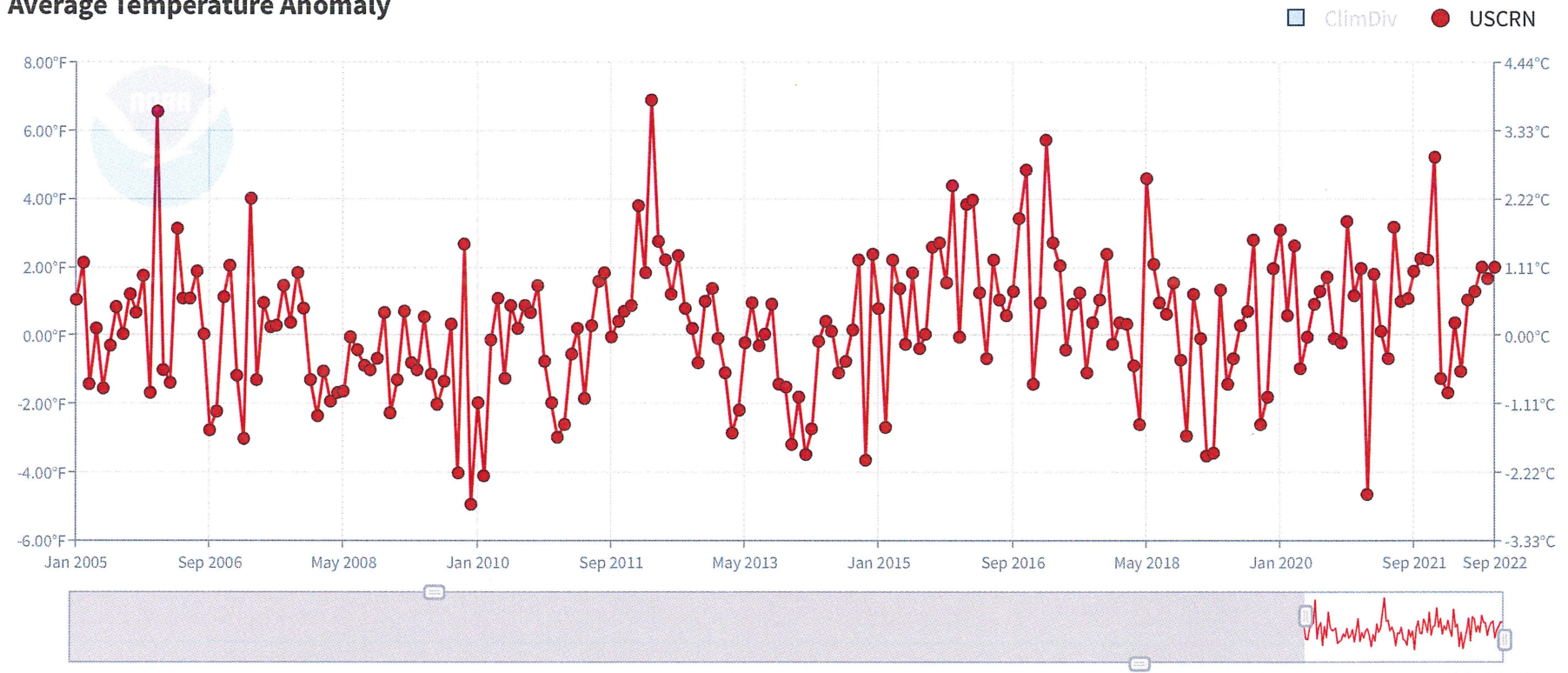
Month:

All Months

Plot

Zoom and pan using the preview pane below the chart. Toggle datasets on/off using the legend.

Average Temperature Anomaly



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 4A

TITLE

Approval of the Minutes for the Regular Meeting of October 18, 2022, the Special Meeting of October 20, 2022, and the Special Meeting of October 25, 2022

SUBMITTED FOR: Consent Agenda

<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 (Information) ☐ Monitoring Report
☐ Policy Discussion
☐ Policy Decision
☒ 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

October 18, 2022

The Regular Meeting was convened by President Tanya Olson at 9:00 a.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; Interim General Counsel Joe Fina; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; other District staff; Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

*** Items Taken Out of Order**

****Non-Agenda Items**

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Media. Media and Public Relations Liaison Kellie Stickney provided an update on the Run for Warmth 5K event.
2. Legislative. Director, Government/External Affairs and Strategy Kim Johnston and Manager, Real Estate Services Maureen Barnes responded to the Board's questions on the report.
3. Other. There were no other updates.

B. Washington State Department of Transportation Easement

Real Estate Services Agent IV Heidi Waxham provided a presentation on a Washington State Department of Transportation Easement.

Next steps would be a Public Hearing and Board consideration of a resolution at the November 1, 2022, Commission meeting.

C. Master Service Agreement (MSA) With Puget Sound Energy (PSE)

Customer and Energy Services Program Manager Sheri Miller and Senior Manager, Energy Efficiency and Customer Innovations Jeff Feinberg provided a presentation on a Master Service Agreement (MSA) with Puget Sound Energy (PSE).

Next Steps would be Board approval at the November 1, 2022, Commission meeting.

D. Bonneville Power Administration (BPA): Post – 2028 Contract Briefing

Senior Manager Power Supply Garrison Marr and Principal Utility Analyst Marie Morrison provided a presentation on the Bonneville Power Administration (BPA) Post - 2028 Contract Briefing.

Next Steps would be to continue collaboration efforts with Public Power Council (PPC) and Bonneville Power Administration (BPA).

The meeting recessed at 10:12 a.m. and reconvened at 10:17 a.m.

E. Climate Commitment Act: Update on Rulemaking

Power Analyst Ian Hunter provided an update on the Climate Commitment Act (CCA) rulemaking.

Next Steps were to provide the Commission with two cost burden calculations for analysis before the end of the year.

The meeting recessed at 10:45 a.m.

RECONVENE REGULAR MEETING

The Regular Meeting was reconvened by President Tanya Olson at 1:30 p.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; Interim General Counsel Joe Fina; Assistant General Managers Pam Baley, Guy Payne (virtually), Brant Wood, and Jason Zyskowski; other District staff; members of the public; Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

*** Items Taken Out of Order**

****Non-Agenda Items**

2. COMMENTS FROM THE PUBLIC

The following public provided comments:

- Steven Keeler, Edmonds, provided documents at places, by reference made a part of the packet.

3. CONSENT AGENDA

A. Approval of Minutes for the Regular Meeting of October 3, 2022

B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations:

None

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

None

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

Professional Services Contract No. CW2249421 with Stillwater Energy, LLC.

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

None

Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

Purchase Order No. 4500079665 with Pape Machinery

Amendments:

None

Sole Source Purchase Recommendations:

Order Agreement No. 4600003615 with McWane Inc.

Emergency Declarations, Purchases and Public Works Contracts:

None

Purchases Involving Special Facilities or Market Condition Recommendations:

None

Formal Bid and Contract Amendments:

Miscellaneous No. CW2242146 with Total Landscape Corporation

PSC No. CW2249410 with ICMA-RC dba MissionSquare Retirement

Contract Acceptance Recommendations:

Public Works Contract No. CW2243956 with R. C. Zeigler Company, Inc.

Public Works Contract No. CW2247868 with Pellco Construction Inc.

- C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers
- D. Consideration of a Resolution Changing the Reporting Relationship of the Clerk of the Board and Amending Resolution No. 5889

A motion unanimously passed approving Agenda Items 3A – Approval of Minutes for the Regular Meeting of October 3, 2022; 3B – Bid Awards, Professional Services Contracts and Amendments; 3C - Consideration of Certification/Ratification and Approval of Checks and Vouchers; and 3D – Resolution No. 6085 changing the reporting relationship of the Clerk of the Board and amending Resolution No. 5889.

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consideration of a Resolution Authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to Execute an Interlocal Agreement With Snohomish County Regarding the Replacement of Water Utilities Associated With the Mountain Loop Highway Bridge 102 Replacement Project

A motion unanimously passed approving Resolution No. 6086 authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to execute an Interlocal Agreement with Snohomish County regarding the replacement of water utilities associated with the Mountain Loop Highway Bridge 102 replacement project.

5. COMMISSION BUSINESS**A. Commission Reports**

The Board reported on Commission related topics.

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

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

The Board confirmed availability for the tentative dates on the Governance Planning Calendar for the Broadband workshops on November 14, 2022, and December 13, 2022.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of October 18, 2022, adjourned at 1:44 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 1st day of November, 2022.

Secretary

President

Vice President

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Special Meeting

October 20, 2022

The Special Meeting was convened by President Tanya Olson at 12:45 p.m. at the Arlington Amazon Distribution Center located at 5002 172nd Street NE, Arlington, Washington. Those attending were Sidney Logan, Secretary; CEO/General Manager John Haarlow; other District staff; and Clerk of the Board Allison Morrison.

AMAZON DISTRIBUTION FACILITY TOUR

President Tanya Olson and Secretary Sidney Logan, along with District staff toured the Arlington Amazon Distribution Center.

ADJOURNMENT

The Special Meeting of October 20, 2022, adjourned at 3:05 p.m.

Approved this 1st day of November, 2022.

Secretary

President

Vice President

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Special Meeting

October 25, 2022

The Special Meeting was convened by President Tanya Olson at 10:22 a.m. Those attending were Sidney Logan, Secretary; CEO/General Manager John Haarlow; Interim General Counsel Joe Fina; Assistant General Managers Guy Payne, and Jason Zyskowski; other District staff; Commission & Executive Services Director Melissa Collins; Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

ARLINGTON MICROGRID RIBBON CUTTING CEREMONY AND TOUR

Assistant General Manager Generation, Power, Rates & Transmission Management Jason Zyskowski provided opening statements and welcomed guests and staff for the Arlington Microgrid Ribbon Cutting Event. CEO/General Manager John Haarlow and Commissioner Sidney Logan provided additional statements giving thanks to local elected officials, vendors, and staff for their support and dedication to the Microgrid project. Principal Engineer Scott Gibson provided a tour of the Microgrid site.

ADJOURNMENT

There being no further discussion, the Special Meeting of October 25, 2022, adjourned at 11:55 a.m.

Approved this 1st day of November, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 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; 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;
None

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 (Pages 2 - 3);
Contracts:
Purchase Order Number 4500080062 with Clary Ford Longview
Outline Agreement Number 4600003656 with Petrocard
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 (Pages 3 - 8);
Miscellaneous No. CW2236357 with Accelerated Innovations, LLC
Miscellaneous No. CW2242658 with Puget Sound Energy
Professional Services Contract No. CW2235869 with USIC Locating Services LLC
dba Onecall Holdings, Inc.
Professional Services Contract No. CW2236354 with Accelerated Innovations
Professional Services Contract No. CW2242397 with Pratt, Day & Stratton PLLC
Professional Services Contract No. CW2244445 with David Evans & Associates, Inc.

Contract Acceptance Recommendations;
None

List Attachments:
November 1, 2022 Report

Cooperative Purchase Recommendations

November 1, 2022

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: Clary Ford Longview \$1,810,000.00

Purchase Order Number: 4500080062

DES Contract 05916

Description of Purchase:

Purchase of 24 Ford vehicles for various District departments, for delivery in 4Q 2023. Cost is currently estimated as Ford has opened a short ordering window in November but not finalized pricing. These vehicles represent fleet additions as well as replacement vehicles for those reaching the end of their service lives.

Project Lead: Mark Stephens, Ext. 5507

Cooperative Purchase Recommendations

November 1, 2022

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: Petrocard

\$749,180.00

Outline Agreement 4600003656

Department of Enterprises (DES) Master Usage Agreement Number K2295, State Contract 08721.

Contract to purchase bulk fuel for storage tanks located at the Operations Center. Fuel to be used for on-site fueling of District vehicles and equipment.

Project lead: Mark Stephens, Ext. 5507

Formal Bid and Contract Amendment(s)
November 1, 2022

MISC No. CW2236357
License and Application
Hosting Agreement
(MySnoPUD)

Contractor/Consultant/Supplier:	Accelerated Innovations, LLC	
Project Leader & Phone No.:	Mridula Sharma	x8322
Amendment No.:	3	
Amendment:	\$933,151.00	

Approximate Original Contract Amount:	\$ 593,750.00	
Present Contract Amount:	\$ 593,750.00	Original Start/End: 2/14/2019 – 2/13/2024
Amendment Amount:	\$ 933,151.00	Present Start/End: 2/14/2019 – 2/13/2024
Approximate New Contract Amount:	\$ 1,526,901.00	New End Date: 2/13/2025

Summary Statement: Staff recommends approval of Amendment No. 3 to increase the contract amount by \$933,151.00 for new and existing functionality and extend the contract term for one year to February 13, 2025.

In 2019 the District implemented a customer self-service (CSS) platform, MySnoPUD, which offers extensive functionality for customers including the ability to review energy and water usage on interactive graphs, payment options, bill presentment, autopay or paperless billing enrollment, and many other features. This amendment covers the related licensing cost for existing functionality and allows the District to continue to add new features.

Upcoming additions include syncing MySnoPUD with vast amounts of interval data from the Connect Up program. The licensing for interval meter data and its presentment to the customer is the primary cost driver for this amendment. Additionally, the amendment allows the District to secure the module for Enhanced Energy Star Portfolio Manager (ESPM), which is crucial for complying with the Washington State Clean Building Act. The ESPM enables the “rolling up” of all meters and/or service points measuring consumption within a building to create a comprehensive and holistic energy perspective, also known as whole-building aggregation.

Summary of Amendments:

Amendment No. 1 dated March 22, 2022 added the Energy Star Portfolio functionality to the platform.

Amendment No. 2 dated May 16, 2022 added the MySnoPUD Mobile App functionality to the platform.

Formal Bid and Contract Amendment(s)
November 1, 2022

MISC No. CW2242658

Master Energy Savings
Administration Agreement
- MSA

Contractor/Consultant/Supplier:	Puget Sound Energy	
Project Leader & Phone No.:	Sheri Miller	Ext. 1690
Amendment No.:	1	
Amendment:	\$1,500,000.00	

Approximate Original Contract Amount:	\$2,000,000.00	
Present Contract Amount:	\$2,000,000.00	Original Start/End: 11/09/20 – 02/28/24
Amendment Amount:	\$1,500,000.00	Present Start/End: 11/09/20 – 02/28/24
Approximate New Contract Amount:	\$3,500,000.00	New End Date: N/A

Summary Statement: Staff recommends approval of Amendment No. 1 to increase the Master Energy Savings Administration Agreement ‘not to exceed’ amount by \$1,500,000.00 to allow continuation of the Small Business Direct Install (SBDI) program and add additional programs.

The Small Business Direct Install (SBDI) program serves a historically underserved market segment: small businesses in Snohomish County defined as having a square footage of 10,000 SF or less. The program partners with Puget Sound Energy (PSE) and works with Willdan to administer small business assessments to determine eligibility, and installations of no cost/ low-cost measures. The program has served a myriad of business types in cities throughout Snohomish County. Success of the program has steadily increased each year as the District can reach an increased number of businesses.

Formal Bid and Contract Amendment(s)
November 1, 2022

PSC No. CW2235869
Underground Utilities
Locating Services

Contractor/Consultant/Supplier:	USIC Locating Services LLC DBA Onecall Holdings, Inc
Project Leader & Phone No.:	Diane Steele x5169
Amendment No.:	4
Amendment:	\$180,000.00

Original Contract Amount: \$1,516,500.00
Present Contract Amount: \$2,823,520.00
Amendment Amount: \$ 180,000.00
New Contract Amount: \$3,003,520.00

Original Start/End: 1/1/19-1/8/21
Present Start/End: 1/1/19-1/8/23
New End Date: 4/8/23

Summary Statement: Staff recommends approval of Amendment No. 4 to increase the contract by \$180,000.00, update labor rates and extend the term to April 8, 2023 for continued support of underground utility locating services.

Summary of Amendments:

Amendment No. 1 dated March 9, 2020 changed project lead from Erin Burke to Diane Steele.

Amendment No. 2 approved by Commission December 15, 2020 extended the contract term to 1/8/23 and added funds of \$1,307,020.00 for continued support.

Amendment No. 3 dated January 27, 2021 assigned the contract from Onecall Holdings Inc DBA USIC Locating Services LLC to USIC Holdings Inc., DBA USIC Locating Services LLC.

Formal Bid and Contract Amendment(s)
November 1, 2022

PSC No. CW2236354

Customer Self-Service and
MyMeter Implementation

Contractor/Consultant/Supplier:	Accelerated Innovations	
Business Lead & Phone No.:	Cathy Patterson	x1747
IT Project Leader & Phone No.:	Mridula Sharma	x8322
Amendment No.:	5	
Amendment:	\$300,000.00	

Original Contract Amount: \$319,500.00
Present Contract Amount: \$319,500.00
Amendment Amount: \$300,000.00
New Contract Amount: \$619,500.00

Original Start/End: 2/13/19 – 12/31/20
Present Start/End: 2/13/19 – 12/31/24
New End Date: 2/13/25

Summary Statement: Staff recommends approval of Amendment No. 5 to extend the contract term to February 13, 2025 (final year) and increase the contract by a not-to-exceed amount of \$300,000.00.

Accelerated Innovations (AI) has proven to be a vibrant partner in improving the District's digital customer experience. Since this contract's inception, District staff and AI have created a state-of-the-art customer self-service portal, My.SnoPUD.com, which is currently being utilized by 70% of all active customers and has approximately 5,000 website interactions per day. Additionally, this partnership has resulted in an exciting mobile app and extensive value-add iterative improvements. This contract amendment allows staff to continue enhancing and adding critical new self-service capabilities such as outage communications, ConnectUp data presentment, a suite of AMI features, Time of Day rate comparison, and enrollment functionality.

Summary of Amendments:

Amendment 1 dated November 30, 2020 modified the scope of work to include ad hoc services after go-live, changed the Project Leader, and extended the contract term to December 31, 2021.

Amendment 2 dated December 15, 2020 changed the Project Leader.

Amendment 3 dated September 27, 2021 extended the contract term to December 31, 2024.

Amendment 4 dated August 29, 2022 changed the hourly rate in the scope of work

Formal Bid and Contract Amendment(s)
November 1, 2022

PSC No. CW2242397

Workmen Compensation Legal and
Litigation Matters

Contractor/Consultant/Supplier:	Pratt, Day & Stratton PLLC
Project Leader & Phone No.:	Branda Andrade Ext. 8657
Amendment No.:	1
Amendment:	\$200,000.00

Original Contract Amount: \$150,000.00
Present Contract Amount: \$150,000.00
Amendment Amount: \$200,000.00
New Contract Amount: \$350,000.00

Original Start/End: 1/4/21 - 12/31/24
Present Start/End: 1/4/21 - 12/31/24
New End Date: N/A

Summary Statement: Counsel is engaged to represent and advise the District in various legal matters and issues pertaining to the District's self-insured worker's compensation program. This includes advising District Human Resources staff and the General Counsel's Office on the full range of worker's compensation issues, including but not limited to claims management, claims processing, providing opinion letters on individual cases as requested, litigation defense and prosecution, Department of Labor 7 industries issues, and other possible employment-related claims arising from workers compensation claims.

Staff recommends approval of Amendment No. 1 to increase contract by \$200,000.00 so that Counsel may continue to advise and represent with processing and management of ongoing worker's compensation issues, claim processing and litigation defense and prosecution. Counsel will represent the District with the Department of Labor and industries issues on employment related claims arising from worker compensation claims.

Formal Bid and Contract Amendment(s)
November 1, 2022

PSC No. CW2244445

Engineering Services for the
AMI Network Project

Contractor/Consultant/Supplier:	David Evans & Associates Inc.	
Project Leader & Phone No.:	Jeff Colon	Ext. 4327
Amendment No.:	3	
Amendment:	\$206,000.00	

Original Contract Amount: \$392,655.00
Present Contract Amount: \$392,655.00
Amendment Amount: \$206,000.00
New Contract Amount: \$598,655.00

Original Start/End: 9/29/2020 – 12/31/2022
Present Start/End: 9/29/2020 – 06/30/2023
New End Date: 12/31/2023

Summary Statement: Staff recommends approval of Amendment No. 3 to increase the David Evans and Associates Inc., contract by \$206,000.00 and to extend the contract term to December 31, 2023 for continuing services in support of the planning, engineering, permitting and project closeout.

Summary of Amendments:

Amendment No. 1 dated April 13, 2022 extended the contract term to June 30, 2022.

Amendment No. 2 dated August 21, 2022 modified Scope of Work to include review and selection of alternate AMI base station sites, preparing permits exhibit drawings and managing permit payments, tracking and closeouts for tower locations.



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 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 1st day of November 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.
REVOLVING FUND			
Customer Refunds, Incentives and Other	1119313 - 1119472	\$35,440.16	2 - 7
Electronic Customer Refunds		\$12,635.01	8 - 11
WARRANT SUMMARY			
Warrants	8070690 - 8070893	\$3,793,166.17	12 - 18
ACH	6033222 - 6033516	\$5,024,198.83	19 - 28
Wires	7002656 - 7002668	\$2,962,893.96	29
Payroll - Direct Deposit	5300000705 - 5300000705	\$3,895,633.02	30
Payroll - Warrants	844765 - 844776	\$27,870.14	30
Automatic Debit Payments	5300000703 - 5300000706	\$2,826,263.09	31
	GRAND TOTAL	\$18,578,100.38	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
10/10/22	1119313	GENE MATTHEWS	\$828.18
10/10/22	1119314	KYLE LEWIS	\$155.85
10/10/22	1119315	MICHAEL TARRANT	\$60.50
10/10/22	1119316	DAVID YOUNG	\$22.52
10/11/22	1119317	BEL SNOHOMISH HOLDINGS LLC	\$174.43
10/11/22	1119318	BEL SNOHOMISH HOLDINGS LLC	\$29.25
10/11/22	1119319	CLAIRE DEIOTTE	\$89.00
10/11/22	1119320	REBECCA BARTLING	\$202.06
10/11/22	1119321	DALE PESEK	\$158.90
10/11/22	1119322	RYAN BILLINGTON	\$105.13
10/11/22	1119323	SHERRY DRENSKI	\$11.28
10/11/22	1119324	LENNAR NORTHWEST INC	\$38.15
10/11/22	1119325	DEREK COFFMAN	\$137.56
10/11/22	1119326	AURORA AGUILAR	\$134.12
10/11/22	1119327	RYAN VERRINDER	\$155.39
10/11/22	1119328	JAWID SATARI	\$315.95
10/11/22	1119329	PAM MCDONNELL	\$125.86
10/11/22	1119330	MELISENDA DIXON	\$103.43
10/11/22	1119331	QUILCEDA CREEK APARTMENTS, LLC	\$72.51
10/11/22	1119332	JUDY RUSSELL	\$316.14
10/11/22	1119333	FAMILY TREE APTS	\$5.62
10/11/22	1119334	JAMIE RICHE	\$78.44
10/11/22	1119335	CHRISTIAN PINGREE	\$133.53
10/11/22	1119336	GARY BACKENSTOSE	\$315.41
10/11/22	1119337	JEANNIE LEOVAO	\$8.38
10/11/22	1119338	VINTAGE AT EVERETT	\$41.40
10/11/22	1119339	JORDAN BORUCK	\$35.28
10/11/22	1119340	MATTHEW SHRINER	\$13.48
10/11/22	1119341	THOMAS ALEXANDRE	\$882.79
10/11/22	1119342	ESSEX MONTERRA LLC	\$15.06
10/11/22	1119343	BRYNNE PLETT	\$130.84
10/12/22	1119344	KAREN JACKSON	\$169.37

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
10/12/22	1119345	JOHN HOWELL	\$45.65
10/12/22	1119346	SHARON HOPKINS	\$7.09
10/12/22	1119347	PUSEY FAMILY LLC	\$210.44
10/12/22	1119348	RAFAEL GUTIERREZ	\$502.61
10/12/22	1119349	ESSEX MONTERRA LLC	\$104.55
10/12/22	1119350	THE FARM BY VINTAGE LP	\$38.53
10/12/22	1119351	CHRISTOPHER GREENSTONE	\$112.70
10/12/22	1119352	MOFEED AWAD	\$20.95
10/12/22	1119353	MICHELLE HANSEN	\$18.33
10/12/22	1119354	JILANLAN JOUTHA	\$2,193.84
10/12/22	1119355	S & G FAMILY CONSTRUCTION LLC	\$243.35
10/12/22	1119356	ADRIENNE HOWELL	\$40.00
10/12/22	1119357	TULALIP TRIBES OF WASHINGTON	\$21.00
10/12/22	1119358	KEVIN ACEVEDO	\$133.49
10/12/22	1119359	TINA FLAHERTY	\$110.00
10/12/22	1119360	JING-JHA XIONG	\$61.26
10/13/22	1119361	ROBERT KRAUSE	\$75.51
10/13/22	1119362	MATTHEW SANTORI	\$21.39
10/13/22	1119363	HOPKINS FAMILY LLC	\$70.99
10/13/22	1119364	LINDA HARTENIAN	\$159.25
10/13/22	1119365	DEVIN EICHSTADT	\$162.84
10/13/22	1119366	ANJELA WARNER	\$50.00
10/13/22	1119367	WILLIAM MCCLAIN	\$3,449.04
10/13/22	1119368	MANOR WAY APARTMENTS LLC	\$34.36
10/13/22	1119369	WILSHIRE EMERALD LLC	\$26.73
10/13/22	1119370	TERI GOBIN	\$320.06
10/13/22	1119371	CAROLYN BOLTON	\$111.98
10/13/22	1119372	SALLY GREENE	\$62.00
10/13/22	1119373	SEAN DESMOND	\$14.08
10/14/22	1119374	MARGARET BUSE	\$49.00
10/14/22	1119375	ERP OPERATING LP	\$51.03
10/14/22	1119376	SIYU XIONG	\$142.04

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
10/14/22	1119377	CHETUEN SIU	\$801.56
10/14/22	1119378	STEPHEN MERKEL	\$115.38
10/14/22	1119379	WOODBROOK INVESTORS LLC	\$25.14
10/14/22	1119380	LENNAR NORTHWEST INC	\$47.98
10/14/22	1119381	LESLEA OLSON	\$113.30
10/14/22	1119382	ALLEN KIRKEBY	\$319.16
10/14/22	1119383	JONATHAN VODILA	\$25.42
10/14/22	1119384	LENNAR NORTHWEST INC	\$16.87
10/14/22	1119385	TRAVELERS HAVEN LLC	\$11.78
10/14/22	1119386	YVONNE BENISCH	\$142.82
10/14/22	1119387	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$32.58
10/14/22	1119388	GAIL DOWDY	\$27.43
10/14/22	1119389	WANDA DUGAN	\$80.11
10/14/22	1119390	SSHI LLC	\$10.03
10/14/22	1119391	JADA MCPHERSON	\$92.55
10/17/22	1119392	M J M CO	\$36.52
10/17/22	1119393	MICHAEL MALOY	\$50.73
10/17/22	1119394	CHRISTINA ROSEMOND	\$7.82
10/17/22	1119395	JUSTIN DAYTON	\$499.48
10/17/22	1119396	MARITA ROMSON	\$72.93
10/17/22	1119397	CAROLYN FORNIA	\$1,000.00
10/17/22	1119398	FSC RIVERSTONE/ALTIA APARTMENTS, LLC	\$5.30
10/17/22	1119399	PULTE HOMES OF WASHINGTON, INC.	\$49.58
10/17/22	1119400	ERIC LUND	\$123.54
10/17/22	1119401	RACHELLE NESTA	\$54.81
10/17/22	1119402	HAMILTON ENG	\$127.70
10/17/22	1119403	JONATHAN CHRISTIAN	\$182.36
10/18/22	1119404	NETSANET TIRUYE	\$146.07
10/18/22	1119405	JEREMY WALKER	\$79.18
10/18/22	1119406	SREIT CASCADIA POINTE LLC	\$5.00
10/18/22	1119407	BRADEN SMITH	\$48.25
10/18/22	1119408	BRADEN SMITH	\$67.83

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
10/18/22	1119409	MATTHEW BORREROS	\$166.97
10/18/22	1119410	RICHU THOMAS	\$145.24
10/18/22	1119411	LYALL HOY	\$16.29
10/18/22	1119412	MARY SIMPSON	\$839.22
10/18/22	1119413	DEBORA RAMALHO BARROS	\$154.99
10/18/22	1119414	HUSEBY HOMES LLC	\$38.80
10/18/22	1119415	2017-2 IH BORROWER LP	\$18.88
10/18/22	1119416	ALI WILLIAMS	\$175.49
10/18/22	1119417	ROLLINS TRUCK RENTAL	\$190.40
10/18/22	1119418	JUAN BOCANEGRA-LEOS	\$154.26
10/18/22	1119419	KALYAN KESIREDDY	\$45.38
10/18/22	1119420	CORNERSTONE HOMES	\$11.31
10/18/22	1119421	BRANDON VEAL	\$113.86
10/18/22	1119422	VERITAS INVESTMENTS LLC	\$293.38
10/18/22	1119423	JEREMIAH BAUMAN	\$21.61
10/19/22	1119424	DEBRA BRIESE	\$517.83
10/19/22	1119425	MARC THOMPSON	\$19.36
10/19/22	1119426	GRAYBAR ELECTRIC CO	\$364.51
10/19/22	1119427	MD ABU SALEH CHOWDHURY	\$89.68
10/19/22	1119428	SUSAN HARRELL	\$120.00
10/19/22	1119429	ANGINETTE HAYMAN	\$143.85
10/19/22	1119430	TIMOTHY MCDONALD	\$23.37
10/19/22	1119431	JACKIE GILBERT	\$118.00
10/19/22	1119432	WENDY SMITH	\$81.90
10/19/22	1119433	DRU TAYLOR	\$142.63
10/19/22	1119434	JR WYATT SCOTT	\$84.28
10/19/22	1119435	MICHAEL BRENBERGER	\$140.59
10/19/22	1119436	WENDY SMITH	\$3,391.53
10/19/22	1119437	PHILLIP LOTHYAN	\$318.37
10/19/22	1119438	STEVEN WAGNER	\$12.02
10/19/22	1119439	GC NET LEASE INVESTORS LLC	\$6,319.32
10/20/22	1119440	ERIC GILLON	\$71.67

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
10/20/22	1119441	JAVIER CASTRO	\$259.51
10/20/22	1119442	ROSE BRIDENSTINE	\$177.67
10/20/22	1119443	PENNY SMITHWICK	\$38.29
10/20/22	1119444	JR CARL HEINZER	\$26.74
10/20/22	1119445	PUGET PARK LLC	\$17.50
10/20/22	1119446	KEYSTONE LAND LLC	\$143.75
10/20/22	1119447	RUTH JOHNSON	\$133.69
10/20/22	1119448	MORNING STAR NW INVESTMENTS INC	\$385.90
10/20/22	1119449	WAYNE LOFTMAN	\$204.90
10/20/22	1119450	CORSTONE CONTRACTORS LLC	\$70.89
10/20/22	1119451	CLARA JOHNSON	\$54.83
10/20/22	1119452	WILLIAMS INVESTMENTS	\$26.87
10/21/22	1119453	JUANITA GIBSON	\$67.07
10/21/22	1119454	SARAH ROGERS	\$120.50
10/21/22	1119455	QUINTIN HURLEY	\$182.62
10/21/22	1119456	PACIFIC RIDGE - DRH, LLC	\$17.09
10/21/22	1119457	GREEN ACRES PARK	\$16.85
10/21/22	1119458	PACIFIC RIDGE - DRH, LLC	\$47.99
10/21/22	1119459	PACIFIC RIDGE - DRH, LLC	\$42.25
10/21/22	1119460	LAURIE OWENS	\$36.61
10/21/22	1119461	LARON WILLIAMS	\$16.93
10/21/22	1119462	MAPLE COURT APTS 2010 LLC	\$8.43
10/21/22	1119463	PACIFIC RIDGE - DRH, LLC	\$23.51
10/21/22	1119464	ELISE HARTENIAN	\$78.94
10/21/22	1119465	VENKATA GOTTUMUKKALA	\$116.59
10/21/22	1119466	MARLA BOWMAN	\$91.77
10/21/22	1119467	GREEN ACRES PARK	\$16.85
10/21/22	1119468	SU MING CHANG	\$7.50
10/21/22	1119469	MICHELA SAINATO	\$222.79
10/21/22	1119470	PAMELA WATERBURY	\$178.31
10/21/22	1119471	PULTE HOMES OF WASHINGTON, INC.	\$70.23
10/21/22	1119472	RAINIER PROPERTY MANAGEMENT CO	\$42.69

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount

Total: \$35,440.16

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
10/11/22	000523394812	ARYANA VILLAFUERTE	\$128.28
10/11/22	000523394813	KENDAL KIPPEN	\$124.39
10/11/22	000523394814	NICOLAS SMITH	\$92.31
10/11/22	000523394815	KELVIN CHRISTIAN	\$89.22
10/11/22	000523394816	SIMRAN BHATIA	\$64.83
10/11/22	000523394817	ERIK KIGER	\$78.13
10/11/22	000523394818	LAUREN SARTORI	\$155.37
10/11/22	000523394819	NALAISHA JOHNSON	\$89.66
10/11/22	000523394820	KIARA SARAVIA ALVAREZ	\$144.06
10/11/22	000523394821	JESSE PULLEN	\$140.41
10/11/22	000523394822	BRIONNA TYNER	\$147.27
10/11/22	000523394823	BRYAN SIU	\$254.89
10/11/22	000523394824	KELVIN CHRISTIAN	\$134.98
10/11/22	000523394825	FRANCIELY SANTOS	\$118.51
10/11/22	000523394826	SAMUEL DEJESUS	\$8.17
10/11/22	000523394827	DAESHAWN SCOTT	\$19.68
10/11/22	000523394828	ANN KIM	\$110.85
10/11/22	000523394829	BRETT KELLY	\$78.26
10/11/22	000523394830	MICHAEL MITCHELL	\$30.56
10/11/22	000523394831	ALLISON BERE	\$65.09
10/11/22	000523394832	PENGFEI TAN	\$27.63
10/11/22	000523394833	JI SEO	\$21.38
10/11/22	000523394834	AARON RONNING	\$291.14
10/11/22	000523394835	HYLTON BUIJS	\$29.88
10/11/22	000523394836	VICTOR GEHLEN	\$8.48
10/11/22	000523394837	JON WORCH	\$92.06
10/12/22	000523402525	CAMERON MAIN	\$260.67
10/12/22	000523402526	JOSHUA DINIZ	\$128.59
10/12/22	000523402527	ELLIOTT MARTINEZ	\$188.09
10/13/22	000523411161	MICHAEL LESPERANCE	\$137.46
10/13/22	000523411162	PAUL SIRES	\$138.16
10/13/22	000523411163	CARLOS PENAHERRERA	\$67.47

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
10/13/22	000523411164	CASEE-LEE DAVIS	\$55.31
10/13/22	000523411165	CARMEN LINDBLOM	\$144.39
10/13/22	000523411166	SANG PARK	\$60.26
10/13/22	000523411167	JENNY LANDAVERDE	\$150.00
10/13/22	000523411168	KEEGAN BAGBY	\$93.62
10/13/22	000523411169	BAILEY CONNOLLY	\$81.29
10/13/22	000523411170	DESTINY EVANS-MILLER	\$100.11
10/13/22	000523411171	THEODORE ALLEN	\$49.35
10/13/22	000523411172	RODNEY MASON II	\$12.76
10/13/22	000523411173	AMY POTTER	\$41.99
10/13/22	000523411174	CAMRON EMERY	\$141.78
10/13/22	000523411175	RODNEY MASON II	\$57.99
10/13/22	000523411176	MARY KENT	\$92.76
10/13/22	000523411177	CHRISTINE REDNER	\$126.02
10/13/22	000523411178	COLLEEN MARZLUFF	\$73.19
10/13/22	000523411179	SHALYN SPIVEY	\$24.48
10/13/22	000523411180	BRETT HOWE	\$13.02
10/13/22	000523411181	JON BLANK	\$922.65
10/14/22	000523420653	CHRISTOPHER HOLTON	\$141.28
10/14/22	000523420654	AMANDA PITTMAN	\$138.64
10/14/22	000523420655	ALEXANDRA INGRAM	\$35.64
10/14/22	000523420656	KEEGAN RILEY	\$96.77
10/14/22	000523420657	SERGIO RAMIREZ	\$75.79
10/14/22	000523420658	CONNER MILNE	\$116.08
10/14/22	000523420659	WILLIAM YOHO	\$156.20
10/14/22	000523420660	GARRETT HALSEY	\$78.55
10/14/22	000523420661	WENDY RIVERA GARCIA	\$44.06
10/14/22	000523420662	ADRIANNA WHEELER	\$47.29
10/14/22	000523420663	LILIYA BALATSKY	\$66.72
10/14/22	000523420664	GAYLE WERGELAND	\$48.79
10/14/22	000523420665	JENNIFER GUTZMER	\$131.55
10/14/22	000523420666	MARK DELONG	\$29.69

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
10/14/22	000523420667	SIDDHESWARAN PERIATHAMBI	\$12.26
10/14/22	000523420668	CATHERINE CHULICK	\$100.00
10/14/22	000523420669	JESSE VICTORS	\$22.11
10/14/22	000523420670	GARRETT HALSEY	\$84.42
10/14/22	000523420671	DARLENE MORGENSEN	\$9.19
10/14/22	000523420672	PEI CHING LEE	\$72.27
10/17/22	000523437220	ABDELKADER BELGACEM	\$160.00
10/17/22	000523437221	ABDELKADER BELGACEM	\$51.26
10/17/22	000523437222	LUIS CORREA CASTRO	\$7.45
10/17/22	000523437223	FAITH HARTMARK	\$152.90
10/17/22	000523437224	JOSEPH KIERE	\$30.98
10/17/22	000523437225	CHOP LAN	\$86.81
10/17/22	000523437226	ANTHONY ANDERSON	\$407.00
10/17/22	000523437227	YO KIM	\$20.83
10/18/22	000523446138	LEXIE CHRISTIAN	\$88.10
10/18/22	000523446139	SAMUEL VILLANUEVA	\$140.77
10/18/22	000523446140	KELLY OBERST	\$34.71
10/18/22	000523446141	NATHAN RULE	\$154.60
10/18/22	000523446142	KELLY OBERST	\$152.61
10/18/22	000523446143	MARK ROSS	\$113.01
10/18/22	000523446144	TANYA FREY	\$56.62
10/18/22	000523446145	GEORGE KOVAL	\$59.36
10/18/22	000523446146	TABITHA OVERSTREET	\$50.60
10/19/22	000523454282	ABRAHAM HANSEN	\$124.24
10/19/22	000523454283	BREANA LAMBKE	\$153.65
10/19/22	000523454284	SAMANTHA MATTHEWS	\$128.40
10/19/22	000523454285	MACKENZIE FRYMAN	\$48.13
10/19/22	000523454286	PANPAN ZHENG	\$139.60
10/19/22	000523454287	DEVIN PORTER	\$53.72
10/19/22	000523454288	CLAUDIA ELIAS	\$15.90
10/19/22	000523454289	JAKOB JOHNSTON	\$55.69
10/19/22	000523454290	SUSAN DOYER	\$96.90

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
10/20/22	000523462368	CARINA GREEN	\$663.59
10/20/22	000523462369	JAYLEN FREEMAN	\$215.56
10/20/22	000523462370	KAMIN MCVICKER	\$621.76
10/20/22	000523462371	BHARAT PANNALA	\$59.54
10/21/22	000523470548	SILAS AEMMER	\$1,276.52
Total:			\$12,635.01

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/11/22	8070690	COMCAST	\$3,504.20
10/11/22	8070691	COMMUNITY TRANSIT	\$2,480.11
10/11/22	8070692	NW FIBER, LLC, DBA ZIPLY FIBER	\$5,923.00
10/11/22	8070693	MOUNTAIN LOOP PROPERTY GROUP LLC	\$2,332.00
10/11/22	8070694	AAA MONROE ROCK CORP	\$170.45
10/11/22	8070695	CNA SURETY COMPANY	\$50.00
10/11/22	8070696	CITY OF EDMONDS	\$637.16
10/11/22	8070697	CITY OF EVERETT	\$123.90
10/11/22	8070698	GLOBAL RENTAL COMPANY INC	\$4,670.75
10/11/22	8070699	CORE & MAIN LP	\$5,061.62
10/11/22	8070700	MUKILTEO WATER & WASTEWATER DIST	\$206.48
10/11/22	8070701	GENUINE PARTS COMPANY	\$2,952.97
10/11/22	8070702	OLYMPIC VIEW WATER SEWER	\$126.12
10/11/22	8070703	CENTURYLINK COMMUNICATIONS LLC	\$2,348.71
10/11/22	8070704	REPUBLIC SERVICES INC	\$278.15
10/11/22	8070705	ROBERT HALF INTERNATIONAL INC	\$5,547.10
10/11/22	8070706	SILVER LAKE WATER & SEWER DISTRICT	\$125.00
10/11/22	8070707	SOUND PUBLISHING INC	\$91.14
10/11/22	8070708	TALLEY INC	\$2,415.93
10/11/22	8070709	UNITED SITE SERVICES OF NEVADA INC	\$33.06
10/11/22	8070710	UNUM LIFE INSURANCE CO OF AMERICA	\$37,698.84
10/11/22	8070711	OLDCASTLE PRECAST INC	\$18,326.93
10/11/22	8070712	WAGNER SMITH EQUIPMENT CO	\$374.15
10/11/22	8070713	DOBBS HEAVY DUTY HOLDINGS LLC	\$3,505.49
10/11/22	8070714	BICKFORD MOTORS INC	\$922.05
10/11/22	8070715	DMC POWER INC	\$12,885.29
10/11/22	8070716	DMH INDUSTRIAL ELECTRIC INC	\$6,080.77
10/11/22	8070717	EHT INC	\$8,500.00
10/11/22	8070718	RYAN SCOTT FELTON	\$64.78
10/11/22	8070719	HI LINE HELICOPTERS INC	\$8,203.08
10/11/22	8070720	GARY D KREIN	\$769.30
10/11/22	8070721	NW TRANSMISSION INC	\$1,573.55

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/11/22	8070722	REX ELECTRIC SERVICE INC	\$2,598.35
10/11/22	8070723	TOTAL LANDSCAPE CORP	\$12,091.05
10/11/22	8070724	WASHINGTON STATE	\$5,200.00
10/11/22	8070725	WAVE BUSINESS SOLUTIONS	\$1,275.00
10/11/22	8070726	THE PAPE GROUP INC	\$3,809.11
10/11/22	8070727	FSX INC	\$1,153.95
10/11/22	8070728	CAMPBELL NISSAN EVERETT INC	\$252.76
10/11/22	8070729	WARD INDUSTRIAL PROCESS AUTOMATION	\$2,098.17
10/11/22	8070730	WASHINGTON STATE DEPT OF HEALTH	\$110,086.80
10/11/22	8070731	OCCUPATIONAL HEALTH CENTERS OF WA P	\$503.00
10/11/22	8070732	WILLDAN ENERGY SOLUTIONS	\$1,989.05
10/11/22	8070733	BERKSHIRE ASSOCIATES INC	\$4,500.00
10/11/22	8070734	CADMAN MATERIALS INC	\$2,232.93
10/11/22	8070735	BHC CONSULTANTS LLC	\$14,330.83
10/11/22	8070736	PERFORMANCE VALIDATON INC	\$352.50
10/11/22	8070737	UNIVERSAL PROTECTION SERVICE LP	\$2,196.78
10/11/22	8070738	CONCENTRIC LLC	\$3,330.06
10/11/22	8070739	ACCESS INFO INTERMEDIATE HLDNG I LL	\$2,226.90
10/11/22	8070740	RELUMINATION LLC	\$156.11
10/11/22	8070741	SCG ATLAS BELLA TERRA LLC	\$1,153.00
10/11/22	8070742	THOMAS A LITTLE	\$2,000.00
10/11/22	8070743	GROENEVELD LUBRICATION	\$9,483.01
10/13/22	8070744	T-MOBILE WEST LLC	\$6,136.61
10/13/22	8070745	ARGUS PACIFIC INC	\$3,335.00
10/13/22	8070746	D HITTLE & ASSOCIATES INC	\$3,140.00
10/13/22	8070747	CITY OF EVERETT	\$86.48
10/13/22	8070748	ISLAND COUNTY	\$205.50
10/13/22	8070749	ISLAND COUNTY	\$206.50
10/13/22	8070750	ISLAND COUNTY	\$205.50
10/13/22	8070751	GENUINE PARTS COMPANY	\$273.56
10/13/22	8070752	PUGET SOUND ENERGY INC	\$209.06
10/13/22	8070753	REPUBLIC SERVICES INC	\$316.44

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/13/22	8070754	ROBERT HALF INTERNATIONAL INC	\$10,727.01
10/13/22	8070755	SEAHURST ELECTRIC CO INC	\$1,863.20
10/13/22	8070756	SEAHURST ELECTRIC CO INC	\$347.21
10/13/22	8070757	SEAHURST ELECTRIC CO INC	\$159.00
10/13/22	8070758	UNITED SITE SERVICES OF NEVADA INC	\$136.70
10/13/22	8070759	STATE OF WASHINGTON	\$9,573.08
10/13/22	8070760	STATE OF WASHINGTON	\$300.00
10/13/22	8070761	AABCO BARRICADE CO INC	\$5,758.76
10/13/22	8070762	BICKFORD MOTORS INC	\$1,497.94
10/13/22	8070763	COMPRESSED AIR SYSTEMS LLC	\$274.80
10/13/22	8070764	DIRECTV LLC	\$186.98
10/13/22	8070765	EVERGREEN ID SYSTEMS LLC	\$1,913.03
10/13/22	8070766	FBN ENTERPRISES INC	\$5,940.00
10/13/22	8070767	GARY D KREIN	\$1,538.60
10/13/22	8070768	RMG ENTERPRISE SOLUTIONS INC	\$19,408.34
10/13/22	8070769	SKOTDAL MUTUAL LLC	\$220.00
10/13/22	8070770	ZIPPER GEO ASSOCIATES LLC	\$11,104.75
10/13/22	8070771	GARTNER GROUP INC	\$138,432.24
10/13/22	8070772	ALAN MCCLINTOCK	\$1,895.78
10/13/22	8070773	COMCAST CORPORATION	\$514.06
10/13/22	8070774	AMERICAN AIR FILTER CO INC	\$785.12
10/13/22	8070775	PNG MEDIA LLC	\$708.00
10/13/22	8070776	RC ZEIGLER COMPANY INC	\$10,120.95
10/13/22	8070777	CXTEC INC	\$3,558.92
10/13/22	8070778	KENDALL DEALERSHIP HOLDINGS LLC	\$82,359.40
10/13/22	8070779	THE PAPE GROUP	\$957.64
10/13/22	8070780	NORTHWEST METAL CRAFT INC	\$5,500.00
10/13/22	8070781	MOBILIZZ INC	\$6,223.39
10/13/22	8070782	CITY OF SNOHOMISH	\$798.34
10/18/22	8070783	CITY OF GRANITE FALLS	\$259.00
10/18/22	8070784	CALABRIA ELECTRIC	\$3,059.00
10/18/22	8070785	MIDVALE SIGNAL INC	\$1,193.40

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/18/22	8070786	TIM WYNN	\$2,985.00
10/18/22	8070787	CHEMSTATION SEATTLE LLC	\$925.03
10/18/22	8070788	CITY OF DARRINGTON	\$6,077.60
10/18/22	8070789	CITY OF EVERETT	\$515,132.89
10/18/22	8070790	FEDERAL EXPRESS CORP	\$23.03
10/18/22	8070791	GLOBAL RENTAL COMPANY INC	\$15,998.45
10/18/22	8070792	VOID	\$0.00
10/18/22	8070793	CORE & MAIN LP	\$3,048.13
10/18/22	8070794	CITY OF MARYSVILLE	\$160,947.37
10/18/22	8070795	CITY OF MOUNTLAKE TERRACE	\$53,638.93
10/18/22	8070796	GENUINE PARTS COMPANY	\$192.09
10/18/22	8070797	US BANK/POWEREX	\$164,246.00
10/18/22	8070798	PUGET SOUND ENERGY INC	\$11,029.77
10/18/22	8070799	REPUBLIC SERVICES INC	\$1,102.78
10/18/22	8070800	RIVERSIDE TOPSOIL INC	\$1,233.09
10/18/22	8070801	SEAHURST ELECTRIC CO INC	\$66,341.83
10/18/22	8070802	SEAHURST ELECTRIC CO INC	\$67,638.59
10/18/22	8070803	SKAGIT LAW GROUP PLLC	\$3,203.50
10/18/22	8070804	SNOHOMISH COUNTY	\$2,824.22
10/18/22	8070805	SOUND PUBLISHING INC	\$58.80
10/18/22	8070806	SOUTHWIRE COMPANY LLC	\$856.01
10/18/22	8070807	SUBURBAN PROPANE	\$98.91
10/18/22	8070808	CITY OF SULTAN	\$25,107.51
10/18/22	8070809	UNIVERSAL LANGUAGE SERVICE INC	\$44.05
10/18/22	8070810	STATE OF WASHINGTON	\$772.50
10/18/22	8070811	STATE OF WASHINGTON	\$908.19
10/18/22	8070812	STATE OF WASHINGTON	\$59.80
10/18/22	8070813	WESCO GROUP INC	\$523.37
10/18/22	8070814	ALDERWOOD WATER & WASTEWATER DISTRI	\$267.38
10/18/22	8070815	AMI COMMUNICATIONS INC	\$6,034.00
10/18/22	8070816	CITY OF ARLINGTON	\$107,820.85
10/18/22	8070817	ASTROF CONCRETE HARDWARE & RENTAL	\$256.07

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/18/22	8070818	BICKFORD MOTORS INC	\$2,035.95
10/18/22	8070819	CITY OF BOTHELL	\$106,953.10
10/18/22	8070820	CITY OF BRIER	\$14,846.93
10/18/22	8070821	CITY OF EDMONDS	\$116,694.37
10/18/22	8070822	JEFFREY HATHAWAY	\$48.30
10/18/22	8070823	CITY OF INDEX	\$408.57
10/18/22	8070824	VOID	\$0.00
10/18/22	8070825	LAKE STEVENS SEWER DIST	\$134.64
10/18/22	8070826	CITY OF MONROE	\$81,356.56
10/18/22	8070827	RUBATINO REFUSE REMOVAL INC	\$1,263.74
10/18/22	8070828	SNOHOMISH COUNTY	\$8,317.25
10/18/22	8070829	PUBLIC UTILITY DIST NO 1 OF	\$5,334.58
10/18/22	8070830	CITY OF STANWOOD	\$27,926.31
10/18/22	8070831	T-MOBILE USA INC	\$1,370.00
10/18/22	8070832	TOWN OF WOODWAY	\$4,715.79
10/18/22	8070833	CITY OF GRANITE FALLS	\$14,020.26
10/18/22	8070834	BEAR COMMUNICATIONS INC	\$366.42
10/18/22	8070835	PACIFIC LOGGING LLC	\$640.70
10/18/22	8070836	WAVE BUSINESS SOLUTIONS	\$1,275.00
10/18/22	8070837	ELECTROLAB LIMITED	\$5,600.00
10/18/22	8070838	THE PAPE GROUP INC	\$168,863.41
10/18/22	8070839	CITY OF EVERETT	\$535,097.85
10/18/22	8070840	ARAMARK UNIFORM & CAREER APPAREL GR	\$5,125.95
10/18/22	8070841	THE PAPE GROUP INC	\$620.09
10/18/22	8070842	NORTHWEST FIBER LLC	\$7,615.21
10/18/22	8070843	WASHINGTON STATE DOT	\$651.87
10/18/22	8070844	CADMAN MATERIALS INC	\$1,546.16
10/18/22	8070845	QUEEN CITY SHEET METAL & ROOFING IN	\$107,546.63
10/18/22	8070846	BRAND INDUSTRIAL SERVICES INC	\$3,236.56
10/18/22	8070847	SALINAS SAWING & SEALING INC	\$718.04
10/18/22	8070848	UNIVERSAL PROTECTION SERVICE LP	\$2,143.20
10/18/22	8070849	UFP WESTERN DIVISION INC	\$4,473.97

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/18/22	8070850	THE PAPE GROUP	\$136.41
10/18/22	8070851	JONATHAN KRAJCAR	\$440.00
10/18/22	8070852	MOHAWK LIFTS LLC	\$73,829.41
10/18/22	8070853	EVERGREEN STATE SHEET METAL INC	\$2,650.00
10/18/22	8070854	GB ENTERPRISES OF WASHINGTON LLC	\$640.00
10/18/22	8070855	CITY OF LYNNWOOD	\$163,241.72
10/18/22	8070856	CITY OF MUKILTEO	\$72,318.58
10/18/22	8070857	SEATTLE GALVANIZING COMPANY INC	\$268.11
10/18/22	8070858	CITY OF SNOHOMISH	\$34,217.19
10/18/22	8070859	STILLY RIVER MECHANICAL INC	\$6,950.00
10/20/22	8070860	SMOOTS DEVELOPMENT INC	\$13,976.48
10/20/22	8070861	GROUP 14 TECHNOLOGIES INC	\$6,705.76
10/20/22	8070862	EMERALD SPRINGS NORTH LLC	\$8,962.13
10/20/22	8070863	GLOBAL RENTAL COMPANY INC	\$7,033.60
10/20/22	8070864	CITY OF GOLD BAR	\$6,972.80
10/20/22	8070865	CITY OF GOLD BAR	\$854.83
10/20/22	8070866	GOLDEN HARVEST INC	\$17,668.63
10/20/22	8070867	CITY OF MARYSVILLE	\$943.75
10/20/22	8070868	GENUINE PARTS COMPANY	\$1,675.38
10/20/22	8070869	OLYMPIC VIEW WATER SEWER	\$26.24
10/20/22	8070870	PUGET SOUND ENERGY INC	\$3,807.31
10/20/22	8070871	CITY OF ARLINGTON	\$1,190.48
10/20/22	8070872	RIVERSIDE TOPSOIL INC	\$20.00
10/20/22	8070873	ROBERT HALF INTERNATIONAL INC	\$7,644.51
10/20/22	8070874	SCOTT ENGINEERING INC	\$39,929.97
10/20/22	8070875	SIX ROBBLEES INC	\$64.87
10/20/22	8070876	TEECO PRODUCTS INC	\$3,248.29
10/20/22	8070877	STATE OF WASHINGTON	\$5,452.00
10/20/22	8070878	WESCO GROUP INC	\$1,608.93
10/20/22	8070879	BICKFORD MOTORS INC	\$579.35
10/20/22	8070880	CUMMINS INC	\$240.14
10/20/22	8070881	GARY D KREIN	\$769.30

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
10/20/22	8070882	CITY OF LAKE STEVENS	\$90,579.29
10/20/22	8070883	CITY OF LAKE STEVENS	\$55,718.69
10/20/22	8070884	PACIFIC COAST MEMORIALS INC	\$192.33
10/20/22	8070885	RUBATINO REFUSE REMOVAL INC	\$4,434.46
10/20/22	8070886	STANWOOD REDI MIX INC	\$732.56
10/20/22	8070887	ENERGY CAPITAL SOLUTIONS LLC	\$13,800.99
10/20/22	8070888	PACIFIC RIDGE - DRH LLC	\$21,600.00
10/20/22	8070889	FERGUSON ENTERPRISES LLC	\$263.23
10/20/22	8070890	ARROW INSULATION INC	\$2,350.00
10/20/22	8070891	GRANITE CONSTRUCTION COMPANY	\$365.57
10/20/22	8070892	MUKILTEO SCHOOL DISTRICT NO 6	\$5,789.00
10/20/22	8070893	R&L GLASS INSTALLATION	\$500.00
Total:			\$3,793,166.17

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/11/22	6033222	ALS GROUP USA CORP	\$339.00
10/11/22	6033223	JACO ANALYTICAL LAB INC	\$583.20
10/11/22	6033224	MOTOR TRUCKS INTL & IDEALEASE INC	\$899.65
10/11/22	6033225	NORTH COAST ELECTRIC COMPANY	\$1,217.38
10/11/22	6033226	NORTHSTAR CHEMICAL INC	\$966.00
10/11/22	6033227	RM YOUNG COMPANY INC	\$1,545.86
10/11/22	6033228	ROMAINE ELECTRIC CORP	\$229.79
10/11/22	6033229	RWC INTERNATIONAL LTD	\$2,634.65
10/11/22	6033230	SCHWEITZER ENGINEERING LAB INC	\$1,476.46
10/11/22	6033231	SISKUN INC	\$2,291.77
10/11/22	6033232	STELLAR INDUSTRIAL SUPPLY INC	\$7,815.76
10/11/22	6033233	STELLA-JONES CORPORATION	\$32,413.47
10/11/22	6033234	PRATT DAY & STRATTON PLLC	\$10,156.25
10/11/22	6033235	TACOMA SCREW PRODUCTS INC	\$43.86
10/11/22	6033236	TK ELEVATOR CORPORATION	\$889.10
10/11/22	6033237	TOPSOILS NORTHWEST INC	\$1,423.18
10/11/22	6033238	UNITED PARCEL SERVICE	\$248.21
10/11/22	6033239	VAN NESS FELDMAN LLP	\$2,425.00
10/11/22	6033240	WEST COAST PAPER CO	\$3,156.33
10/11/22	6033241	WESTERN FACILITIES SUPPLY INC	\$1,574.07
10/11/22	6033242	WETLAND RESOURCES INC	\$1,960.00
10/11/22	6033243	WILLIAMS SCOTSMAN INC	\$2,680.31
10/11/22	6033244	ZONES INC	\$1,623.39
10/11/22	6033245	ALLIED ELECTRONICS INC	\$358.05
10/11/22	6033246	BENEFITFOCUS COM INC	\$12,952.87
10/11/22	6033247	BRAKE & CLUTCH SUPPLY INC	\$388.12
10/11/22	6033248	COLEHOUR & COHEN INC	\$15,176.05
10/11/22	6033249	THE COMPLETE LINE LLC	\$108.80
10/11/22	6033250	EDGE ANALYTICAL INC	\$1,971.42
10/11/22	6033251	GENERAL PACIFIC INC	\$790.36
10/11/22	6033252	LENZ ENTERPRISES INC	\$42,901.61
10/11/22	6033253	LI IMMIGRATION LAW PLLC	\$390.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/11/22	6033254	LONE MOUNTAIN COMMUNICATIONS LLC	\$11,960.00
10/11/22	6033255	ELECTRICAL TRAINING ALLIANCE	\$789.66
10/11/22	6033256	NORTHWEST CASCADE INC	\$1,210.60
10/11/22	6033257	NORTHWEST HANDLING SYSTEMS INC	\$821.61
10/11/22	6033258	LOUIS F MATHESON CONSTRUCTION INC	\$388.44
10/11/22	6033259	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$260.75
10/11/22	6033260	SOUND SAFETY PRODUCTS CO INC	\$727.71
10/11/22	6033261	TECH PRODUCTS INC	\$420.50
10/11/22	6033262	ULINE INC	\$526.96
10/11/22	6033263	STATE OF WASHINGTON	\$18,174.48
10/11/22	6033264	WEX BANK	\$78,113.53
10/11/22	6033265	ALTEC INDUSTRIES INC	\$4,330.82
10/11/22	6033266	ANIXTER INC	\$388,952.14
10/11/22	6033267	SEMAPHORE CORP	\$618.75
10/11/22	6033268	THE GOODYEAR TIRE & RUBBER CO	\$2,443.51
10/11/22	6033269	CG ENGINEERING PLLC	\$1,885.00
10/11/22	6033270	TRAFFIC CONTROL PLAN CO OF WA LLC	\$875.00
10/11/22	6033271	NORTH COUNTY OUTLOOK INC	\$405.00
10/11/22	6033272	EQUINOX RESEARCH & CONSULTING	\$1,167.14
10/11/22	6033273	LANE POWELL PC	\$2,429.00
10/11/22	6033274	HARNISH GROUP INC	\$3,467.98
10/11/22	6033275	OPENSQUARE HOLDINGS	\$4,997.29
10/11/22	6033276	OAC SERVICES INC	\$4,378.62
10/11/22	6033277	ARCHECOLOGY LLC	\$630.00
10/11/22	6033278	WILLIS TOWERS WATSON US LLC	\$3,297.00
10/11/22	6033279	ALAN L MONSON	\$197.82
10/11/22	6033280	PACHECOS LANDSCAPING LLC	\$7,641.56
10/11/22	6033281	ERIC LONGFELLOW	\$260.00
10/11/22	6033282	BREEZE FREE INC	\$1,100.00
10/11/22	6033283	STILLY RIVER MECHANICAL INC	\$2,650.00
10/11/22	6033284	CM AIR PROS LLC	\$27,800.00
10/11/22	6033285	CHERI NELSON	\$42.50

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/11/22	6033286	CASEY WRIGHT	\$71.03
10/11/22	6033287	SCOTT SPAHR	\$455.00
10/11/22	6033288	MELISSA COLLINS	\$223.26
10/11/22	6033289	BRIAN BOOTH	\$1,015.93
10/11/22	6033290	EMILY MYERS	\$904.16
10/11/22	6033291	JOHN HAARLOW	\$878.05
10/11/22	6033292	ADAM CORNELIUS	\$305.95
10/11/22	6033293	JONATHAN JONES	\$2,359.31
10/11/22	6033294	ROBERT BEIDLER	\$341.17
10/11/22	6033295	KEVIN DAVIS	\$39.70
10/12/22	6033296	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$177.49
10/12/22	6033297	MOTOR TRUCKS INTL & IDEALEASE INC	\$899.39
10/12/22	6033298	NORTH COAST ELECTRIC COMPANY	\$3,397.55
10/12/22	6033299	STELLAR INDUSTRIAL SUPPLY INC	\$375.72
10/12/22	6033300	TOPSOILS NORTHWEST INC	\$129.38
10/12/22	6033301	UNITED PARCEL SERVICE	\$102.38
10/12/22	6033302	CELLCO PARTNERSHIP	\$1,325.31
10/12/22	6033303	EVERETT SAFE & LOCK INC	\$747.27
10/12/22	6033304	NORTHWEST CASCADE INC	\$2,381.30
10/12/22	6033305	RICHARDSON BOTTLING COMPANY	\$30.45
10/12/22	6033306	SOUND SAFETY PRODUCTS CO INC	\$1,788.79
10/12/22	6033307	TRIANGLE ASSOCIATES INC	\$1,762.75
10/12/22	6033308	TYNDALE ENTERPRISES INC	\$10,941.90
10/12/22	6033309	ANIXTER INC	\$252.72
10/12/22	6033310	ICONIX WATERWORKS INC	\$5,742.39
10/12/22	6033311	MOBILE SOLUTIONS SVCS HOLDINGS LLC	\$8,523.90
10/12/22	6033312	HARNISH GROUP INC	\$2,384.92
10/12/22	6033313	AGISSAR CORPORATION	\$3,395.91
10/12/22	6033314	FLEET SERVICE VEHICLE REPAIR LLC	\$279.93
10/12/22	6033315	WELLNESS BY WISHLIST INC	\$38.22
10/12/22	6033316	COHEN VENTURES INC	\$43,759.98
10/12/22	6033317	JASON ZYSKOWSKI	\$788.29

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/13/22	6033318	ASPLUNDH TREE EXPERT LLC	\$32,140.67
10/13/22	6033319	ASSOCIATED PETROLEUM PRODUCTS INC	\$37,273.88
10/13/22	6033320	CENTRAL WELDING SUPPLY CO INC	\$57.30
10/13/22	6033321	FASTENAL COMPANY	\$261.12
10/13/22	6033322	MOTOR TRUCKS INTL & IDEALEASE INC	\$225.48
10/13/22	6033323	NELSON DISTRIBUTING INC	\$3,439.63
10/13/22	6033324	NORTHWEST POWER POOL CORP	\$1,443.33
10/13/22	6033325	TOPSOILS NORTHWEST INC	\$388.14
10/13/22	6033326	WILLIAMS SCOTSMAN INC	\$2,088.13
10/13/22	6033327	COLEHOUR & COHEN INC	\$5,505.09
10/13/22	6033328	EDGE ANALYTICAL INC	\$339.90
10/13/22	6033329	LENZ ENTERPRISES INC	\$694.69
10/13/22	6033330	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$370.41
10/13/22	6033331	SOUND SAFETY PRODUCTS CO INC	\$1,459.10
10/13/22	6033332	GRAYBAR ELECTRIC CO INC	\$214.02
10/13/22	6033333	ALTEC INDUSTRIES INC	\$1,554.65
10/13/22	6033334	SEMAPHORE CORP	\$87,680.42
10/13/22	6033335	FINANCIAL CONSULTING SOLUTIONS GROU	\$417.50
10/13/22	6033336	WORKLOGIX MANAGEMENT INC	\$3,000.00
10/13/22	6033337	EIP COMMUNICATIONS I LLC	\$5,295.18
10/13/22	6033338	OPENSQUARE HOLDINGS	\$19,059.11
10/13/22	6033339	SAN JUAN MARINE FREIGHT & SERVICES	\$4,800.00
10/13/22	6033340	FORMA CONSTRUCTION COMPANY	\$114,099.52
10/13/22	6033341	ADP INC	\$12,018.07
10/13/22	6033342	AMERICAN CRAWLSPACE & PEST SERVICES	\$976.00
10/13/22	6033343	STILLY RIVER MECHANICAL INC	\$2,650.00
10/13/22	6033344	STEVEN WEAVER	\$1,001.66
10/13/22	6033345	SIRENA FOTHERGILL	\$1,491.04
10/13/22	6033346	MATTHEW HOFFMAN	\$90.02
10/13/22	6033347	SHEILA CRAWFORD	\$112.52
10/14/22	6033348	COMMERCIAL FILTER SALES & SERVICE	\$220.28
10/14/22	6033349	DOBLE ENGINEERING CO	\$163.80

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/14/22	6033350	MR TRUCK WASH INC	\$2,113.85
10/14/22	6033351	SISKUN INC	\$268.16
10/14/22	6033352	CELLCO PARTNERSHIP	\$4,090.36
10/14/22	6033353	LENZ ENTERPRISES INC	\$1,229.40
10/14/22	6033354	CLEAN CRAWL INC	\$1,080.00
10/14/22	6033355	COZY HEATING INC	\$2,650.00
10/14/22	6033356	EMERALD CITY ENERGY INC	\$200.00
10/14/22	6033357	WILLIAM MEYER	\$525.50
10/14/22	6033358	AARON JANISKO	\$1,432.00
10/14/22	6033359	KEITH BINKLEY	\$66.80
10/14/22	6033360	SHELLEY PATTISON	\$1,234.11
10/14/22	6033361	KRISTI STERLING	\$1,455.08
10/14/22	6033362	LEROY GREENMAN	\$203.50
10/14/22	6033363	BRYAN GREGORY	\$494.00
10/14/22	6033364	ANDREW PARTINGTON	\$763.18
10/14/22	6033365	PAUL KISS	\$1,308.38
10/14/22	6033366	MIGUEL MENA ENCARNACION	\$278.50
10/17/22	6033367	ALS GROUP USA CORP	\$200.20
10/17/22	6033368	AVISTA CORPORATION	\$12,875.00
10/17/22	6033369	COMMERCIAL FILTER SALES & SERVICE	\$574.41
10/17/22	6033370	DOBLE ENGINEERING CO	\$273.00
10/17/22	6033371	LAMINATED WOOD SYSTEMS INC	\$158,087.85
10/17/22	6033372	MOTOR TRUCKS INTL & IDEALEASE INC	\$555.15
10/17/22	6033373	MR TRUCK WASH INC	\$813.26
10/17/22	6033374	NELSON DISTRIBUTING INC	\$1,493.06
10/17/22	6033375	PERKINS COIE LLP	\$81.90
10/17/22	6033376	PORTLAND GENERAL ELECTRIC CO	\$28,980.00
10/17/22	6033377	ROMAINE ELECTRIC CORP	\$515.27
10/17/22	6033378	SAP INDUSTRIES INC	\$2,340.00
10/17/22	6033379	SISKUN INC	\$2,572.76
10/17/22	6033380	TOPSOILS NORTHWEST INC	\$1,164.42
10/17/22	6033381	TOYOTA TSUSHO MATERIAL HANDLING AME	\$463.06

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/17/22	6033382	TFS ENERGY LLC	\$925.00
10/17/22	6033383	TULLETT PREBON AMERICAS CORP	\$1,000.00
10/17/22	6033384	WASTE MANAGEMENT OF WASHINGTON INC	\$1,542.66
10/17/22	6033385	WW GRAINGER INC	\$1,091.52
10/17/22	6033386	OTC GLOBAL HOLDINGS LP	\$1,440.50
10/17/22	6033387	AARD PEST CONTROL INC	\$141.77
10/17/22	6033388	ABC LEGAL SERVICES INC	\$40.00
10/17/22	6033389	OTC GLOBAL HOLDINGS LP	\$750.00
10/17/22	6033390	COLEHOUR & COHEN INC	\$127,541.14
10/17/22	6033391	EDGE ANALYTICAL INC	\$1,642.85
10/17/22	6033392	KEMP WEST INC	\$380,889.29
10/17/22	6033393	LENZ ENTERPRISES INC	\$503.40
10/17/22	6033394	BRIAN DAVIS ENTERPRISES INC	\$987.83
10/17/22	6033395	ELECTRICAL TRAINING ALLIANCE	\$9,777.90
10/17/22	6033396	NORTHWEST CASCADE INC	\$330.50
10/17/22	6033397	RICHARDSON BOTTLING COMPANY	\$46.63
10/17/22	6033398	ALTEC INDUSTRIES INC	\$5,764.66
10/17/22	6033399	ANIXTER INC	\$925,002.50
10/17/22	6033400	CAPITAL ARCHITECTS GROUP PC	\$3,400.50
10/17/22	6033401	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,050.00
10/17/22	6033402	US DEPARTMENT OF ENERGY BONNEVILLE	\$1,644.00
10/17/22	6033403	FORMA CONSTRUCTION COMPANY	\$50,332.08
10/17/22	6033404	PUMPTech HOLDINGS LLC	\$30,397.20
10/17/22	6033405	CONSTELLATION ENERGY CORP	\$40,604.50
10/17/22	6033406	SNOHOMISH VALLEY ROOFING INC	\$9,212.85
10/17/22	6033407	INTRNTL SWAPS & DERIVATIVES	\$5,562.00
10/17/22	6033408	RICHARD FLURY	\$383.58
10/17/22	6033409	SHAINA JOHNSON	\$195.00
10/17/22	6033410	KYLE LEGARE	\$700.50
10/17/22	6033411	MATTHEW NEHRING	\$20.00
10/17/22	6033412	LUCAS STEVENS	\$540.45
10/17/22	6033413	MAXINE SELIN	\$116.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/17/22	6033414	LIBERTY MUTUAL GROUP INC	\$15,865.72
10/18/22	6033415	HOWARD INDUSTRIES INC	\$37,827.58
10/18/22	6033416	MR TRUCK WASH INC	\$1,846.32
10/18/22	6033417	ROMAINE ELECTRIC CORP	\$869.33
10/18/22	6033418	STELLAR INDUSTRIAL SUPPLY INC	\$6,397.47
10/18/22	6033419	TOPSOILS NORTHWEST INC	\$258.76
10/18/22	6033420	WESTERN FACILITIES SUPPLY INC	\$161.27
10/18/22	6033421	WILLIAMS SCOTSMAN INC	\$989.80
10/18/22	6033422	ALLIED ELECTRONICS INC	\$33.50
10/18/22	6033423	BRAKE & CLUTCH SUPPLY INC	\$647.79
10/18/22	6033424	COLEHOUR & COHEN INC	\$2,050.00
10/18/22	6033425	DESIGNER DECAL INC	\$1,007.23
10/18/22	6033426	HOGLUNDS TOP SHOP INC	\$3,533.30
10/18/22	6033427	KEMP WEST INC	\$50,922.85
10/18/22	6033428	LENZ ENTERPRISES INC	\$4,077.21
10/18/22	6033429	ROHLINGER ENTERPRISES INC	\$2,824.55
10/18/22	6033430	SOUND SAFETY PRODUCTS CO INC	\$261.01
10/18/22	6033431	WALTER E NELSON CO OF WESTERN WA	\$2,797.06
10/18/22	6033432	WESTERN SAFETY PRODUCTS INC	\$190.40
10/18/22	6033433	ALTEC INDUSTRIES INC	\$609.35
10/18/22	6033434	THE GOODYEAR TIRE & RUBBER CO	\$2,439.32
10/18/22	6033435	BALLARD HARDWARE & SUPPLY INC	\$534.77
10/18/22	6033436	NORTH COUNTY OUTLOOK INC	\$405.00
10/18/22	6033437	DIAMOND VOGEL INC	\$415.80
10/18/22	6033438	CHERI NELSON	\$20.00
10/18/22	6033439	PHILIP SCOUGALE	\$129.50
10/19/22	6033440	ALS GROUP USA CORP	\$145.00
10/19/22	6033441	AUTOMATED ENERGY INC	\$600.00
10/19/22	6033442	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$103,649.52
10/19/22	6033443	NORTH COAST ELECTRIC COMPANY	\$507.65
10/19/22	6033444	PROLEC-GE WAUKESHA INC	\$1,094,219.35
10/19/22	6033445	STAR RENTALS INC	\$3,129.10

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/19/22	6033446	TOPSOILS NORTHWEST INC	\$517.52
10/19/22	6033447	STATE OF WASHINGTON	\$8,476.13
10/19/22	6033448	WEST COAST PAPER CO	\$2,936.53
10/19/22	6033449	THE COMPLETE LINE LLC	\$646.21
10/19/22	6033450	DESIGNER DECAL INC	\$8,366.14
10/19/22	6033451	EDGE ANALYTICAL INC	\$1,892.11
10/19/22	6033452	GENERAL PACIFIC INC	\$6,671.95
10/19/22	6033453	LENZ ENTERPRISES INC	\$322.89
10/19/22	6033454	LONGS LANDSCAPE LLC	\$612.51
10/19/22	6033455	PELLCO CONSTRUCTION INC	\$22,321.98
10/19/22	6033456	WALTER E NELSON CO OF WESTERN WA	\$9,815.57
10/19/22	6033457	GRAYBAR ELECTRIC CO INC	\$1,423.82
10/19/22	6033458	ALTEC INDUSTRIES INC	\$70.73
10/19/22	6033459	ANIXTER INC	\$36,643.96
10/19/22	6033460	THE GOODYEAR TIRE & RUBBER CO	\$27,455.69
10/19/22	6033461	STEVE INGRUM	\$325.00
10/19/22	6033462	VERONICA BLUBAUGH	\$50.01
10/19/22	6033463	LIBERTY MUTUAL GROUP INC	\$888.54
10/20/22	6033464	ASPLUNDH TREE EXPERT LLC	\$30,089.15
10/20/22	6033465	ASSOCIATED PETROLEUM PRODUCTS INC	\$44,607.36
10/20/22	6033466	FASTENAL COMPANY	\$296.18
10/20/22	6033467	HOWARD INDUSTRIES INC	\$77,046.50
10/20/22	6033468	IBEW LOCAL 77	\$76,948.91
10/20/22	6033469	ROMAINE ELECTRIC CORP	\$636.74
10/20/22	6033470	SONSRAY MACHINERY LLC	\$268.10
10/20/22	6033471	STELLAR INDUSTRIAL SUPPLY INC	\$477.24
10/20/22	6033472	TACOMA SCREW PRODUCTS INC	\$27.48
10/20/22	6033473	TOPSOILS NORTHWEST INC	\$258.76
10/20/22	6033474	UNITED PARCEL SERVICE	\$243.60
10/20/22	6033475	VAN NESS FELDMAN LLP	\$24,995.00
10/20/22	6033476	WESSPUR TREE AND EQUIPMENT INC	\$2,316.91
10/20/22	6033477	WILLIAMS SCOTSMAN INC	\$4,437.06

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/20/22	6033478	B&L UTILITY INC	\$7,715.30
10/20/22	6033479	EDGE ANALYTICAL INC	\$226.60
10/20/22	6033480	KEMP WEST INC	\$13,937.30
10/20/22	6033481	LENZ ENTERPRISES INC	\$1,372.81
10/20/22	6033482	NORTHWEST CASCADE INC	\$141.00
10/20/22	6033483	PACIFIC MOBILE STRUCTURES INC	\$128.34
10/20/22	6033484	RICHARDSON BOTTLING COMPANY	\$45.21
10/20/22	6033485	ROHLINGER ENTERPRISES INC	\$662.83
10/20/22	6033486	SOUND SAFETY PRODUCTS CO INC	\$2,491.62
10/20/22	6033487	OFFICE OF THE SECRETARY OF STATE	\$2,517.50
10/20/22	6033488	GRID SOLUTIONS US LLC	\$186,950.40
10/20/22	6033489	PUGET SOUND HARDWARE INC	\$557.30
10/20/22	6033490	BREEZE FREE INC	\$1,500.00
10/20/22	6033491	REFINED CONSULTING GROUP	\$5,300.00
10/20/22	6033492	WILLIAM MEYER	\$383.15
10/20/22	6033493	SUSAN WATERMAN	\$143.99
10/20/22	6033494	CARLOS TOSTADO	\$297.50
10/20/22	6033495	SCOTT PACKEBUSH	\$284.76
10/20/22	6033496	SHARON REIJONEN	\$752.81
10/20/22	6033497	STEPHANIE STROM	\$97.35
10/20/22	6033498	TROY HAUGSTAD	\$336.76
10/20/22	6033499	JESSICA SPAHR	\$546.14
10/20/22	6033500	MRIDULA SHARMA	\$1,075.50
10/20/22	6033501	MARK BABB	\$325.50
10/20/22	6033502	JEFFREY COLON	\$889.37
10/20/22	6033503	JEFF OGILVIE	\$187.00
10/20/22	6033504	DANIEL NYACHUBA	\$288.98
10/20/22	6033505	KATHERINE WILSON	\$306.37
10/21/22	6033506	SNOHOMISH COUNTY SOCIETY OF	\$2,700.00
10/21/22	6033507	CELLCO PARTNERSHIP	\$1,694.04
10/21/22	6033508	TRICO COMPANIES LLC	\$53,217.62
10/21/22	6033509	JA HANSEN COMPANY	\$467.08

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/21/22	6033510	SNOHOMISH VALLEY ROOFING INC	\$442.50
10/21/22	6033511	EMERALD CITY ENERGY INC	\$600.00
10/21/22	6033512	AA REMODELING LLC	\$750.00
10/21/22	6033513	GS HEATING & COOLING LLC	\$2,650.00
10/21/22	6033514	ZACHARY SCOTT	\$2,590.28
10/21/22	6033515	JEFFREY FINCH	\$357.50
10/21/22	6033516	DAMON SPRAGUE	\$914.16

Total: \$5,024,198.83

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
10/18/22	7002656	US DEPARTMENT OF ENERGY	\$90,576.86
10/19/22	7002657	CRAWFORD & COMPANY	\$13,426.42
10/20/22	7002658	PUBLIC UTILITY DIST NO 1 OF CHELAN	\$240,040.00
10/20/22	7002659	THE ENERGY AUTHORITY INC	\$3,125.00
10/20/22	7002660	PUGET SOUND ENERGY INC	\$58,572.00
10/20/22	7002661	CITY OF SEATTLE	\$259,040.67
10/20/22	7002662	CITY OF TACOMA WASHINGTON	\$24,675.00
10/20/22	7002663	HAMPTON LUMBER MILLS-WA INC	\$80,653.42
10/20/22	7002664	ICMA-RC	\$190,930.03
10/20/22	7002665	LL&P WIND ENERGY INC	\$333,655.53
10/20/22	7002666	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$37,751.09
10/20/22	7002667	ICMA-RC	\$517,643.82
10/20/22	7002668	AVANGRID RENEWABLES HOLDINGS INC	\$1,112,804.12
Total:			\$2,962,893.96

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
10/20/22	5300000705	PUD EMPLOYEES - DIRECT DEPOSIT	\$3,895,633.02
10/21/22	844765 - 844776	PUD EMPLOYEES - WARRANTS	\$27,870.14

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
10/10/2022	5300000702	WELLNESS BY WISHLIST INC	\$818.75
10/12/2022	5300000703	STATE OF WA DEPT OF RETIR	\$1,890,101.32
10/14/2022	5300000704	WELLNESS BY WISHLIST INC	\$11,904.31
10/20/2022	5300000705	ADP INC	\$900,583.83
10/21/2022	5300000706	WELLNESS BY WISHLIST INC	\$19,187.60
10/21/2022	5300000707	WELLNESS BY WISHLIST INC	\$3,667.28

Total: \$2,826,263.09



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 5A

TITLE:

Continue Public Hearing on the 2023 Proposed Budget

SUBMITTED FOR: Public Hearing

Finance Division

Department

Sarah Bond

Contact

8448

Extension

Date of Previous Briefing:

October 3, 2022

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) ... a non-delegable, statutorily assigned Board duty as defined under RCW54.16.080 ... budget.

The 2023 Proposed Budget was introduced at a public hearing on October 3, 2022 and the hearing was continued to November 1, 2022 for a more detailed presentation of the proposed budgets for the Electric and Water Systems. We will be presenting the 2023 Proposed Budget in two parts: first on November 1, 2022 and the second part on November 15, 2022. Today's presentation will focus on the Electric and Water Systems Proposed Budget including retail and wholesale energy sales. The budget hearing will continue November 15, 2022 to consider potential change to the 2023 Proposed Budget along with a presentation of the Electric and Water Systems 5-year forecast and reserve projections. The Board is scheduled to consider adoption of the 2023 Proposed Budget at the December 6, 2022 Regular meeting.

List Attachments:

2023 Proposed Budget Presentation

2023 Budget Public Hearing

November 1, 2022

Previous presentation, October 3, 2022

Presented by

Scott Jones, Chief Financial Officer

Sarah Bond, Budget and Financial
Planning Manager



Energizing Life in Our Communities!

Purpose of Presentation

**To present the second of three
public budget hearings for the
2023 Proposed Budget.**

**This presentation is for information
and discussion only,
Board approval of the
2023 Budget will be
requested
December 6, 2022**

NOTICE OF PUBLIC HEARING ON PROPOSED 2023 BUDGET

NOTICE IS HEREBY GIVEN that the proposed preliminary budget of Public Utility District No. 1 of Snohomish County, Washington, for the calendar year 2023 has been filed with the Commission of said Public Utility District No. 1 at its office at 2320 California Street, Everett, Washington, and may be examined there by requesting a copy from the Clerk of the Board.

FURTHER, MONDAY, OCTOBER 3, 2022, at the hour of 1:30 p.m., at 2320 California Street, Everett, Washington and/or at a publicly noticed video conference meeting, if appropriate, is set as the date, time, and place for said public hearing on the proposed budget, at which time any citizen may appear and be heard for or against the whole or any part thereof.

DATED this 16th day of August 2022.


Tanya Olson, President


Rebecca Wolfe, Vice-President


Sidney Logan, Secretary

To be Published: September 20, 2022
September 27, 2022

— Presentation Agenda



- Budget Comparison
- Customer, Loads, and Rates
- Operating Revenues
- Operating Expenditures
- Capital Expenditures



- Operating Expenditures
- Capital Expenditures

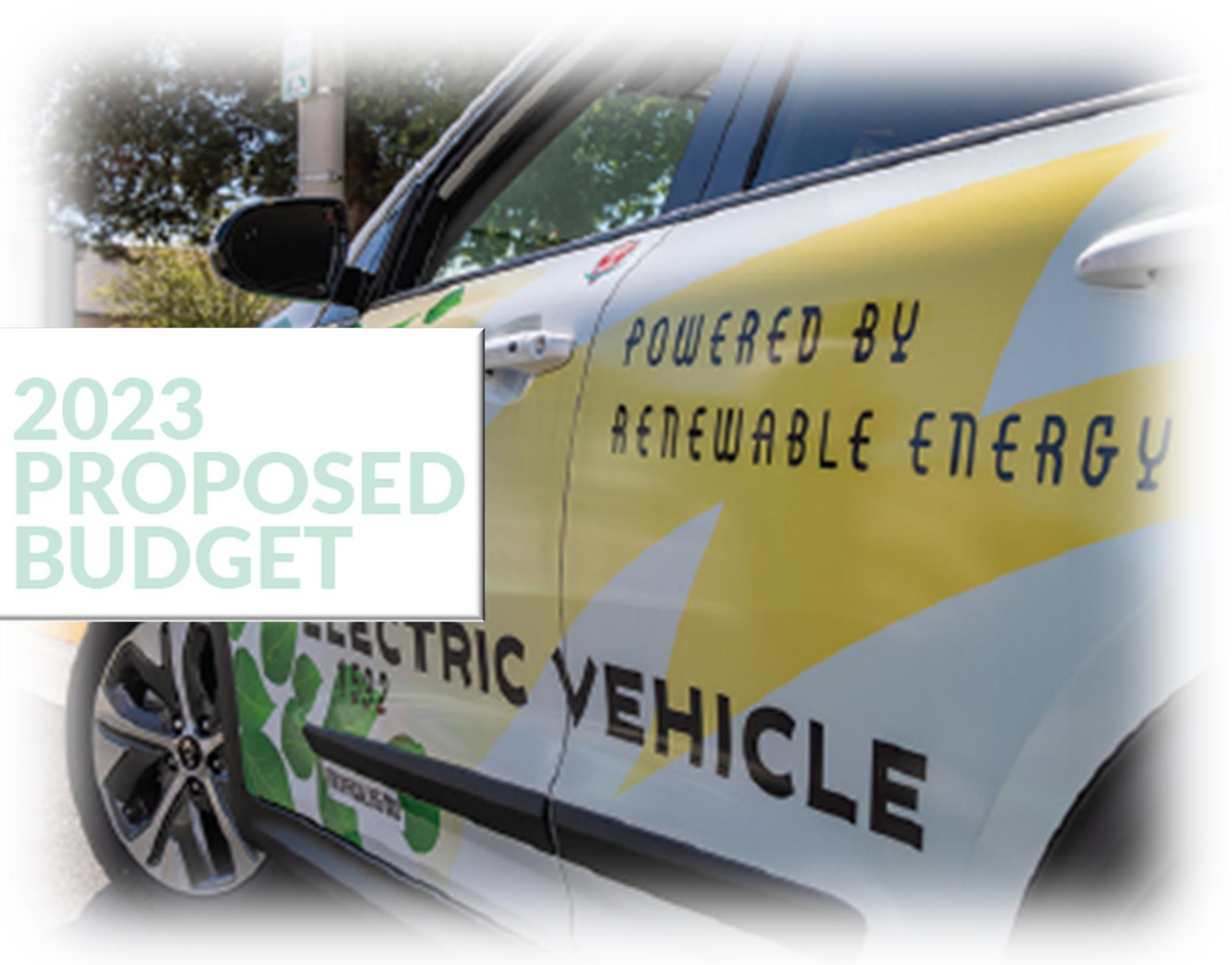


- Driving Factors
- Operating Revenues
- Operating Expenditures
- Capital Expenditures





2023 PROPOSED BUDGET



Electric System Budget Comparison

Many changes have occurred in our fiscal environment since our previous 2023 forecast (November 2021) including market prices, supply chain issues and significant inflation and other cost increases.

(\$000's)	2022 Budget	2023 Previous Forecast	2023 Proposed Budget
Operating Revenues			
Energy Retail Sales	\$ 624,652	\$ 639,803	\$ 649,664
Energy Wholesale Sales	45,931	47,353	59,979
Other Operating Revenues	36,622	36,883	33,660
Total Operating Revenues	\$ 707,205	\$ 724,038	\$ 743,304
Operating Expenses			
Purchased Power	\$ 325,237	\$ 330,086	\$ 342,716
Operations & Maintenance	246,781	248,062	267,551
Taxes	38,901	39,831	40,470
Depreciation Expense	59,433	60,919	61,216
Total Operating Expenses	\$ 670,351	\$ 678,898	\$ 711,953
Net Operating Income	\$ 36,853	\$ 45,141	\$ 31,350
Other Income & Expense	6,740	3,937	12,298
Interest Charges	(17,608)	(18,249)	(18,177)
Contributions	32,867	30,628	30,809
Net Income	\$ 58,853	\$ 61,456	\$ 56,280
Other Expenditures			
Capital Expenditures	\$ 153,125	\$ 162,481	\$ 162,948
Debt Service Principal	11,550	11,550	12,054



Electric System Customer Profile

The District has a very diverse and stable customer base which is substantially residential.

The 2023 Retail Revenue Budget is \$650M.

Commercial Customers

(~35,000)

36% of Load

\$215M

Residential Customers

(~340,000)

57% of Load

\$400M

Industrial Customers

(76)

6% of Load

\$31M

Ten Largest Customers



Fred Meyer



The Electric System's
ten largest customers
in terms of revenues
account for ~10% of
retail energy sales

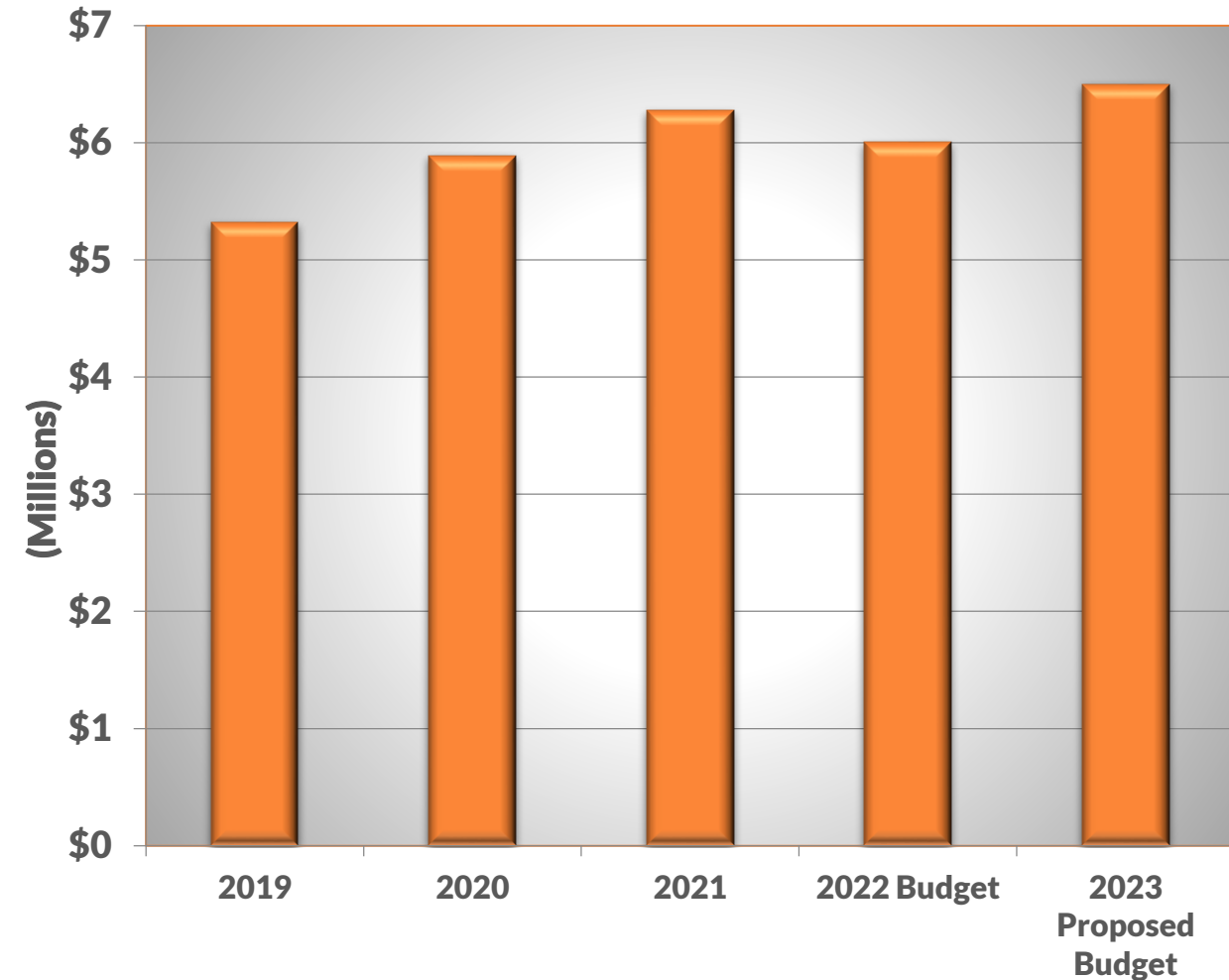


The District provides bill discounts to income qualified customers.

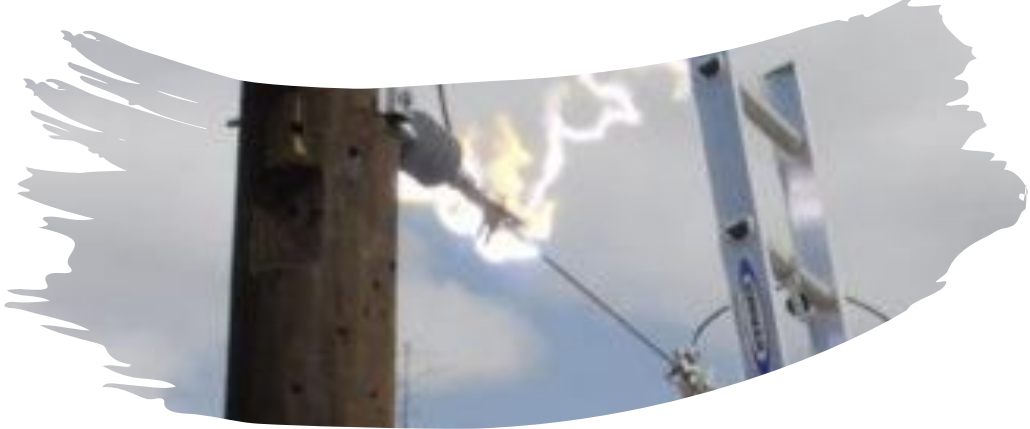
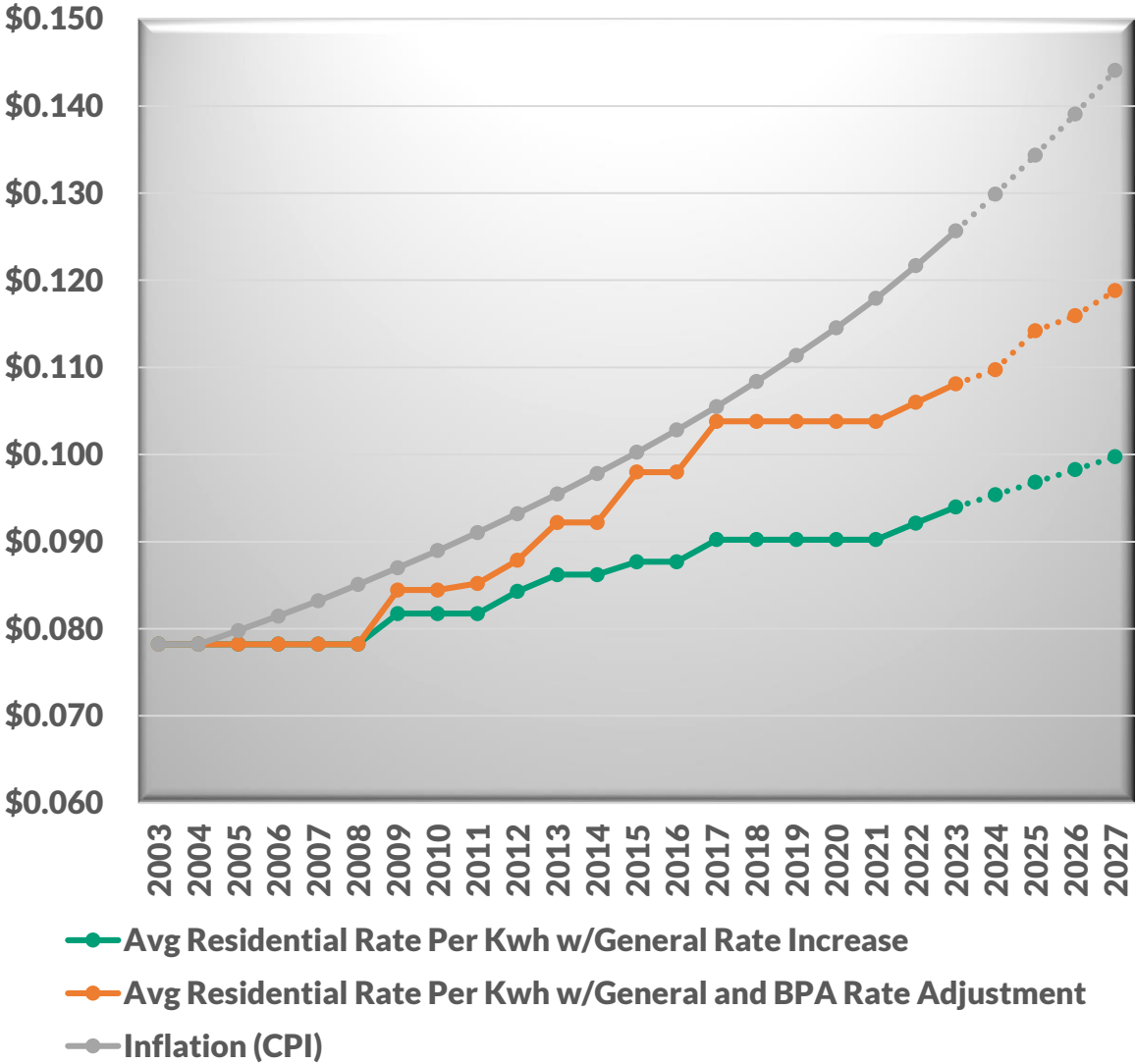
This discount program is reflected in the budget as a reduction in retail sales – the total estimated impact on the District budget in 2023 is \$6.5M based on expected participation levels.



Income Qualified Discount Program



2023 Rate Change








The District has reduced costs where possible and plans to use current bond proceeds to minimize rate impacts despite significant inflation and other cost pressures.

The 2023 Budget includes a 2% rate adjustment effective April 1, 2023, subject to Board approval.

Peer Utility Rate Proposals

Our peer utilities are also experiencing growth, cost increases, new technologies, and inflation issues putting pressure on their rates

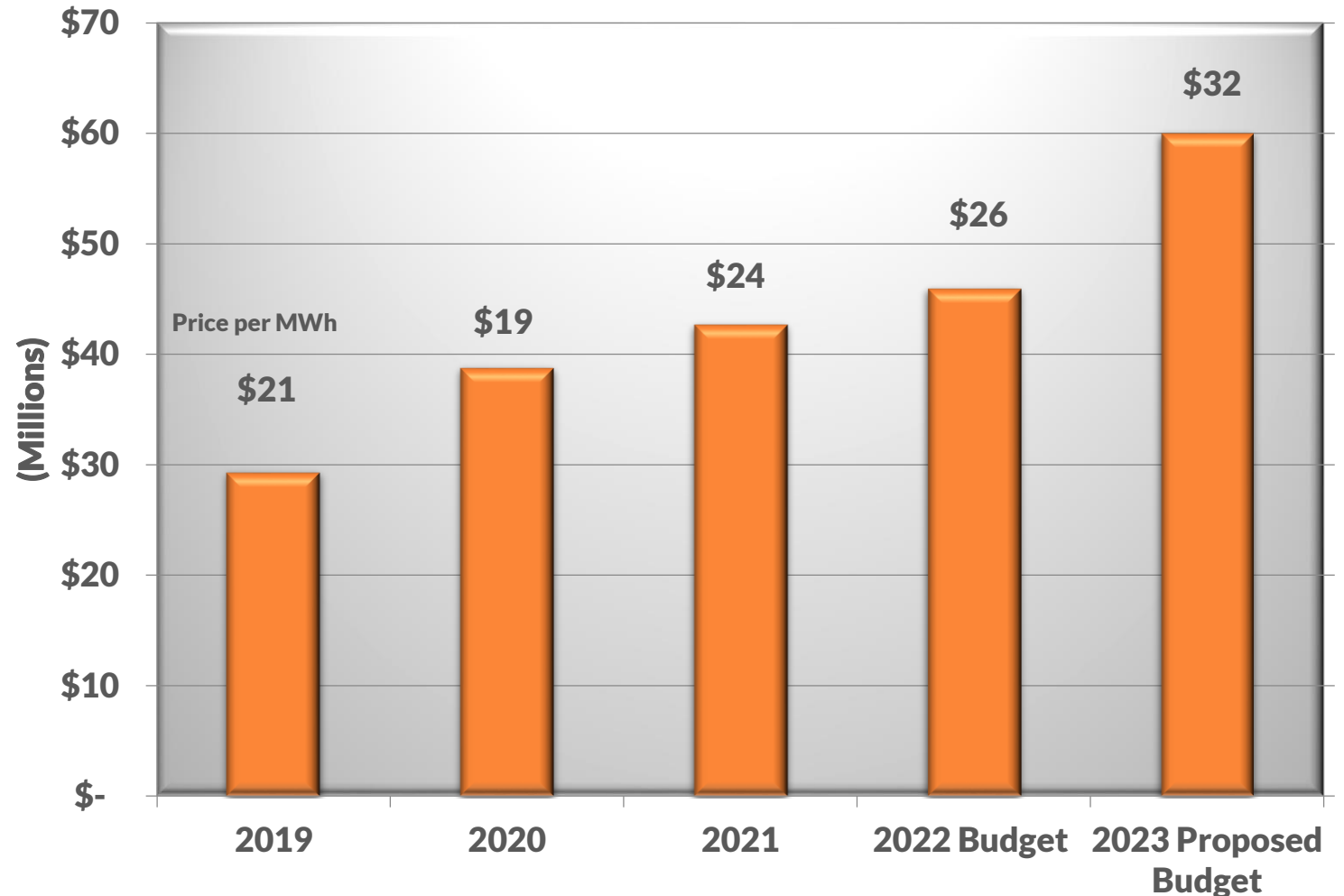
	Adopted 2021	Adopted 2022	Proposed 2023	Proposed 2024
 <p>SNOHOMISH PUD <i>Energizing Life In Our Communities</i></p>	0.0%	1.5%	2.0%	1.5%
 <p>Grant PUD</p>	0.0%	0.0%	3.0%	2.5%
 <p>TACOMA POWER <small>TACOMA PUBLIC UTILITIES</small></p>	1.5%	2.0%	3.5%	3.5%
 <p>Seattle City Light</p>	0.0%	2.1%	4.5%	4.5%
 <p>P.U.D. CHELAN COUNTY</p>	3.0%	3.0%	3.0%	3.0%

Wholesale Power Sales

When the District has purchased or generated more power than it needs for its own customers, it sells the excess on the market to other utilities.

Market prices are expected to remain higher than historical average in 2023.

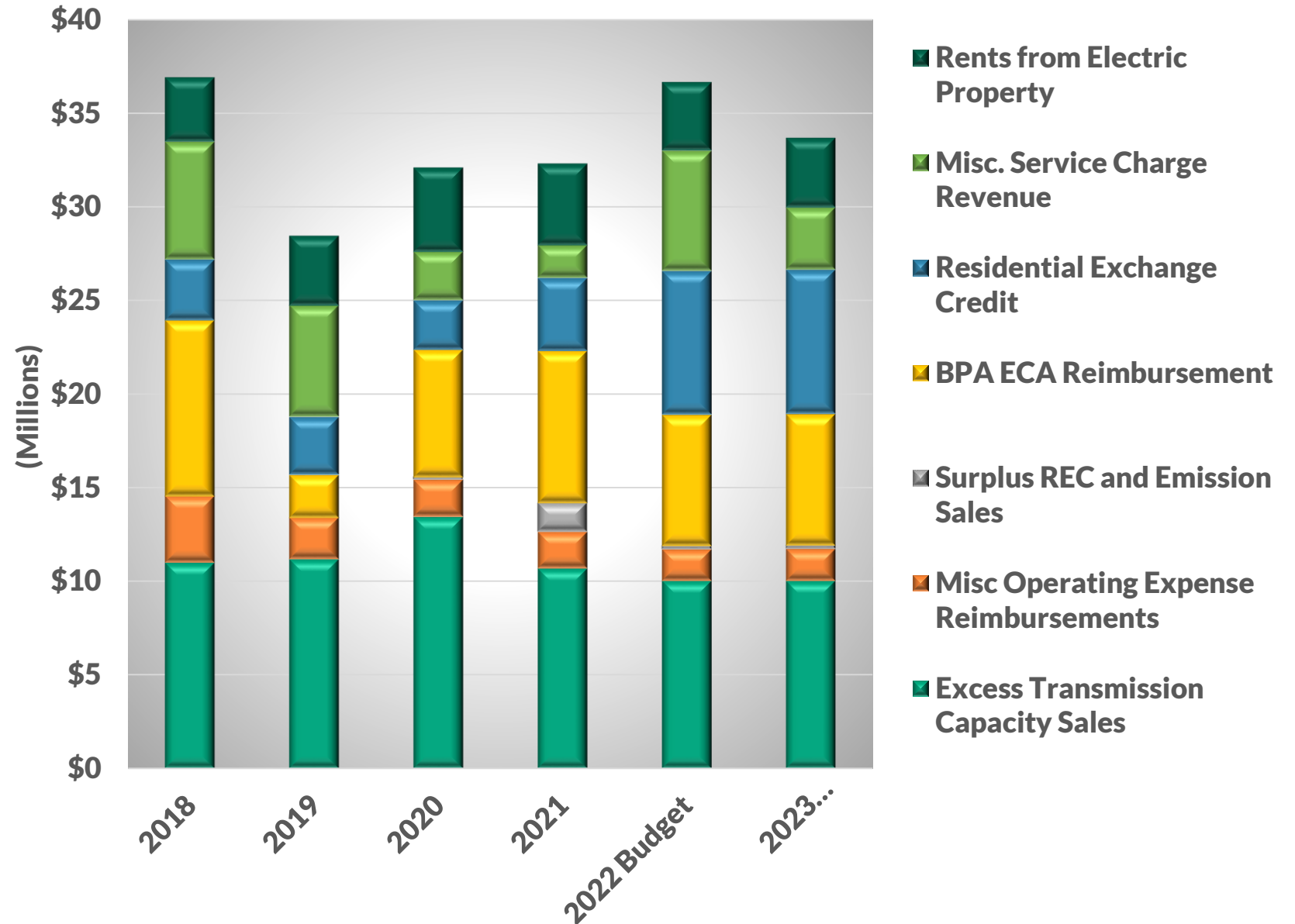
**2023 Proposed Budget
\$60M**



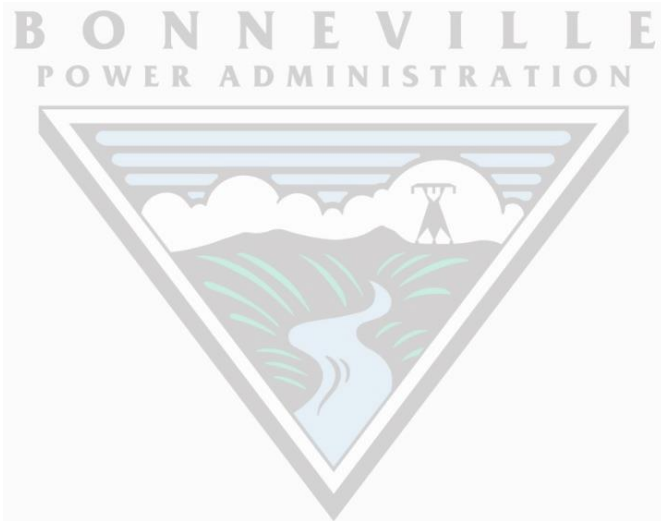
Other Operating Revenues

**2023 Proposed Budget
\$33.7M**

Other operating revenues are budgeted to be slightly less in 2023 due to lower expected service charge revenues



BPA Power Costs



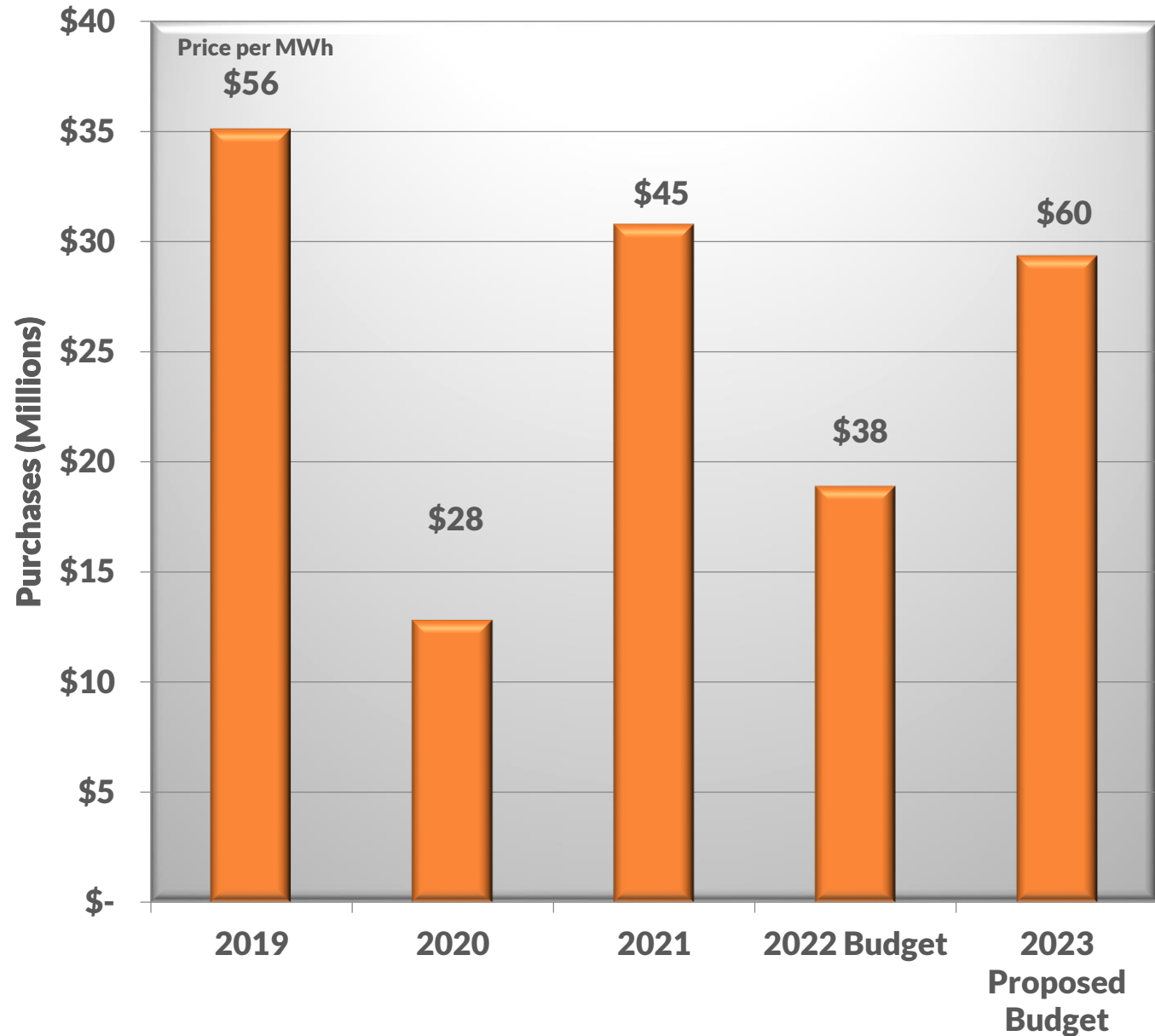
	(\$Millions)				
	2019	2020	2021	2022 Budget	2023 Proposed Budget
BPA Block	\$ 111	\$ 106	\$ 105	\$ 105	\$ 111
BPA Slice	136	129	130	130	130
Slice True-Up	(1)	(5)	-	-	-
Financial Reserves Policy Funding	-	2	-	-	-
BPA REP Settlement	(7)	-	-	-	-
Total BPA Power Costs	\$ 239	\$ 232	\$ 235	\$ 236	\$ 242

BPA costs are expected to increase in 2023 due to higher loads. In addition, the District forecasts a 6% increase in Block purchases and a slight increase in Slice purchases due to the change in BPA's firm critical water methodology.

There is no Financial Reserves Policy funding for 2023.

Market Purchases

**2023 Proposed Budget
\$29.3M**



Our power portfolio is focused on minimizing our market risk, however extreme weather or other economic conditions can impact the market price the District has to pay.

The 2023 Proposed Budget reflects higher than average market prices.



White Creek Wind Project



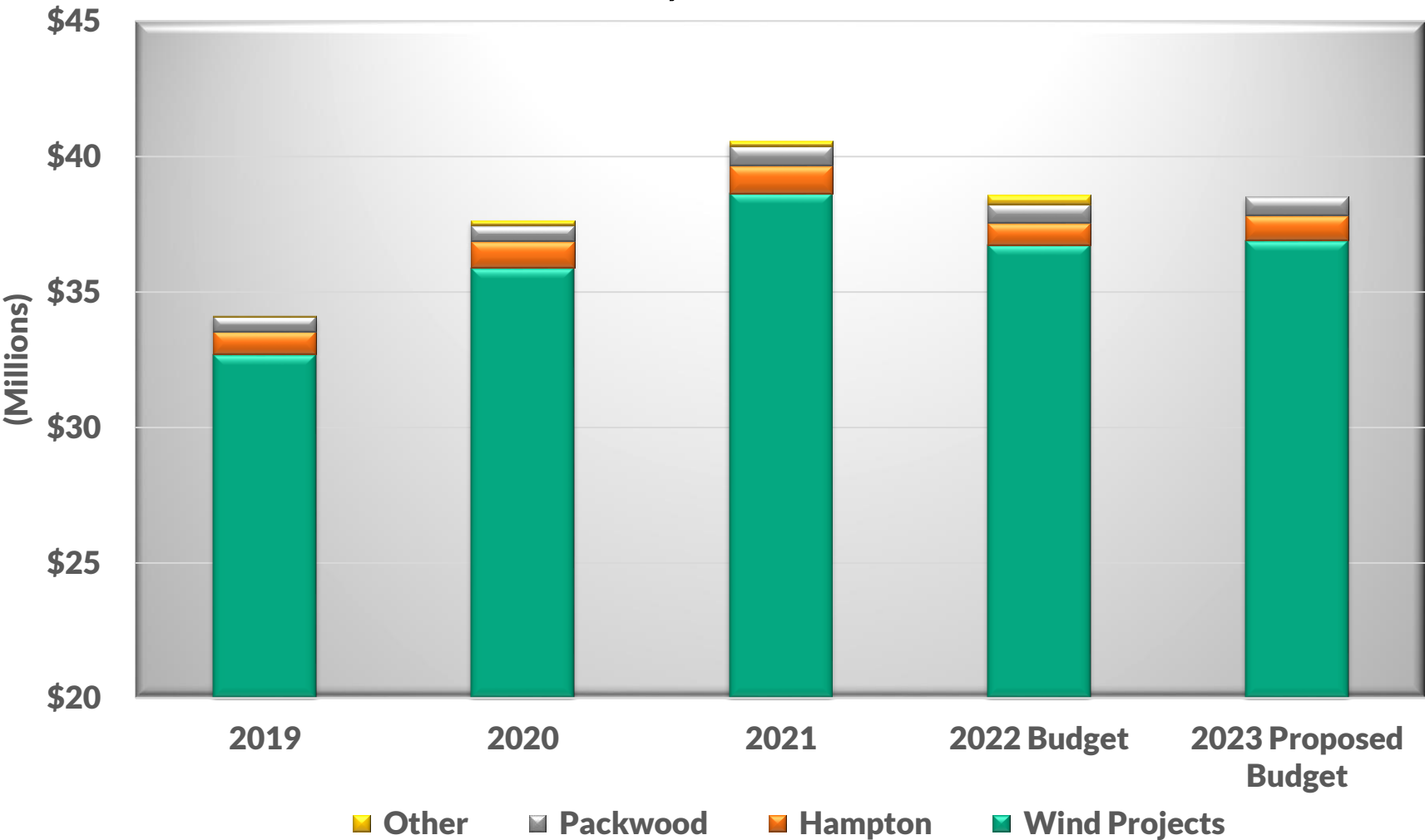
Hampton Lumber Mill



Packwood Hydro

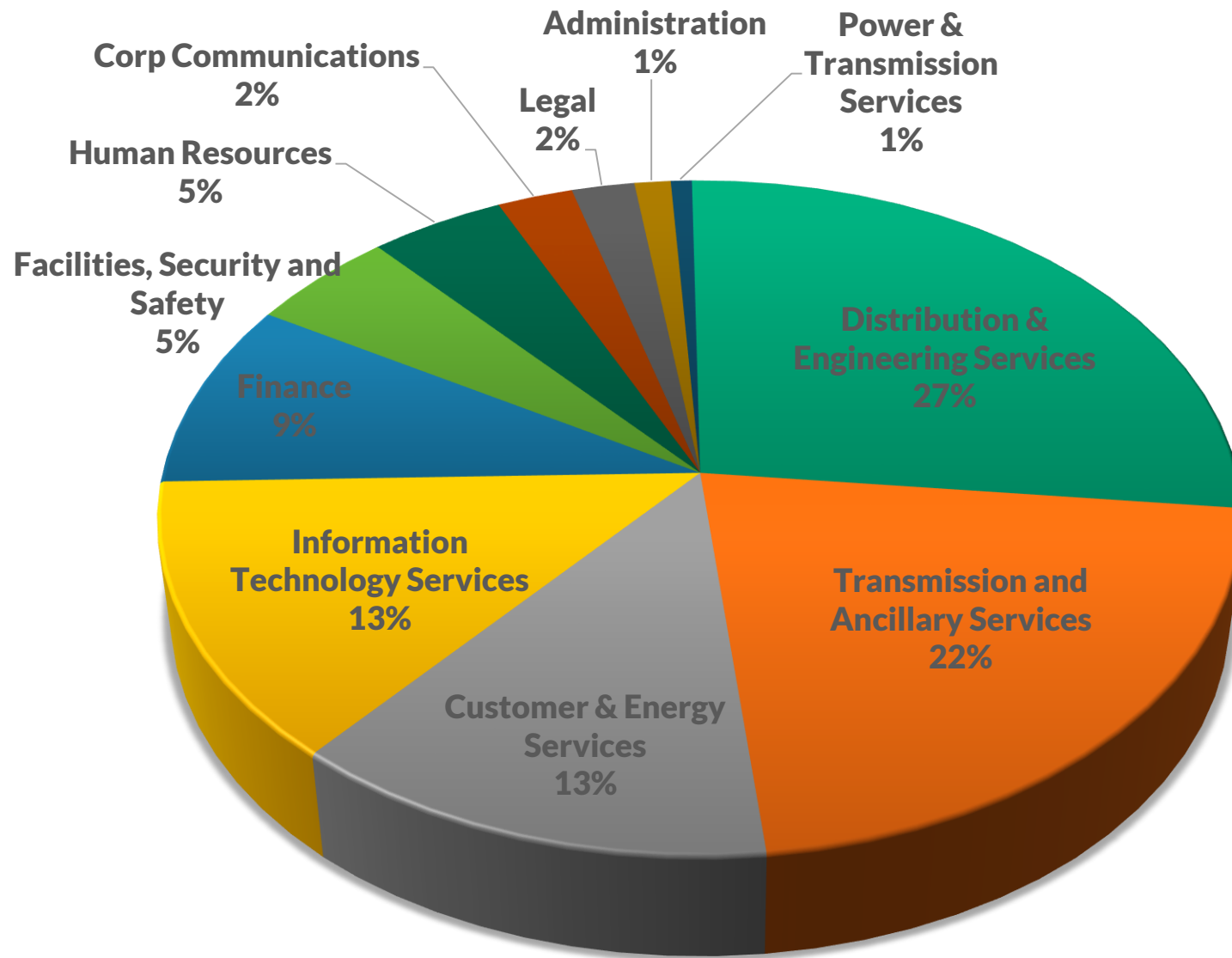
Renewable Power Purchases

**2023 Proposed Budget
\$38.5M**



Operating and Maintenance by Division

**2023 Proposed Budget
\$268M**



Customer and Reliability Focused Programs



The District employs Customer Service Representatives and other support staff to provide excellent service

**2023 Proposed Budget:
\$16.8M**

Funding ensures that the District can respond quickly to minor and major storms, as well as other restoration work

**2023 Proposed Budget:
\$10.2M**

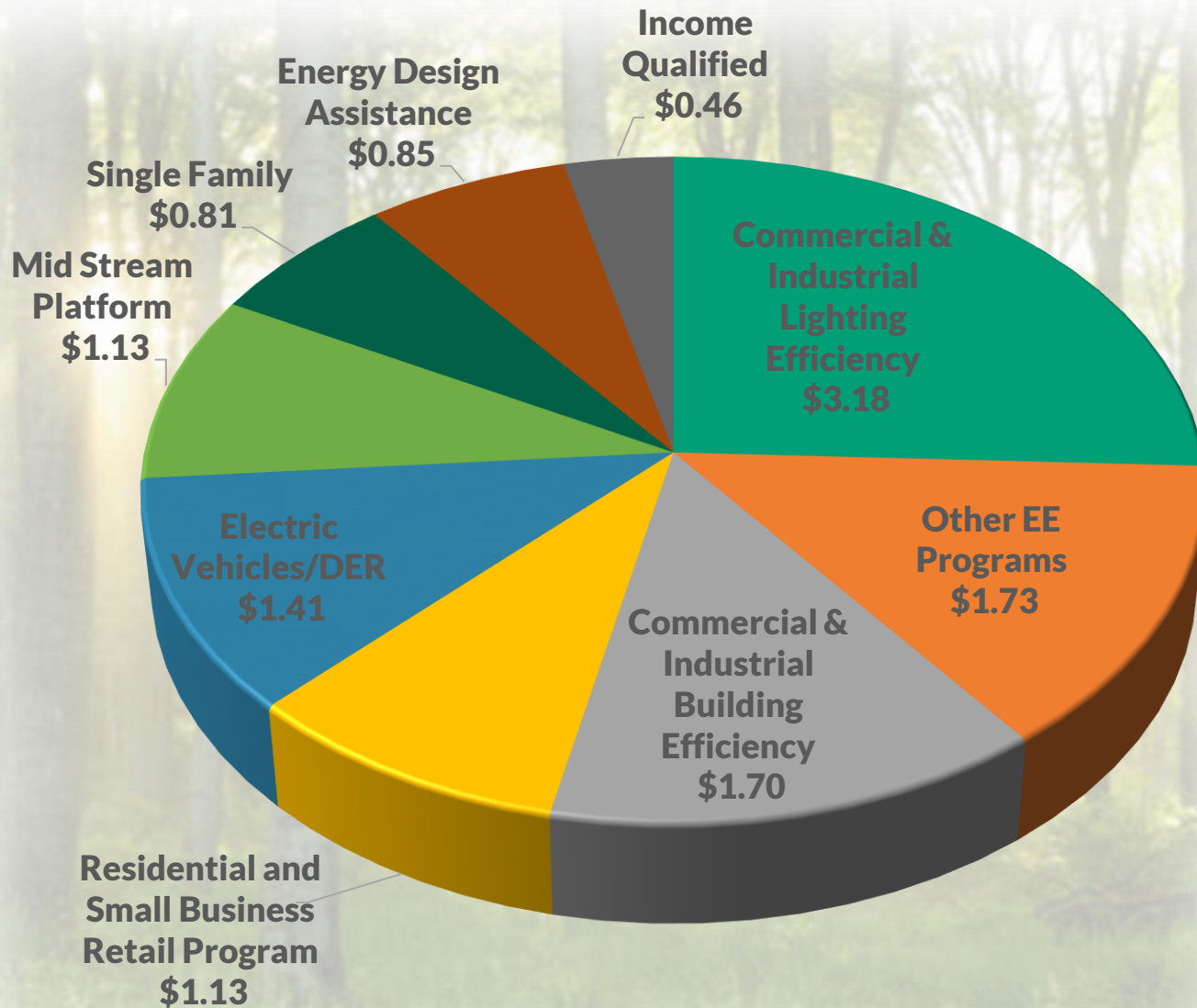


The budget includes funding to increase reliability by maintaining vegetation on over 600 miles of distribution and transmission lines

**2023 Proposed Budget:
\$9.7M**

Energy Efficiency Programs

**2023 Proposed Budget
\$12.3M**



A portion of the Operating and Maintenance budget is dedicated to Energy Efficiency programs and initiatives designed to help customers conserve energy and lower their bills.

Approximately \$7M will be reimbursed by BPA.

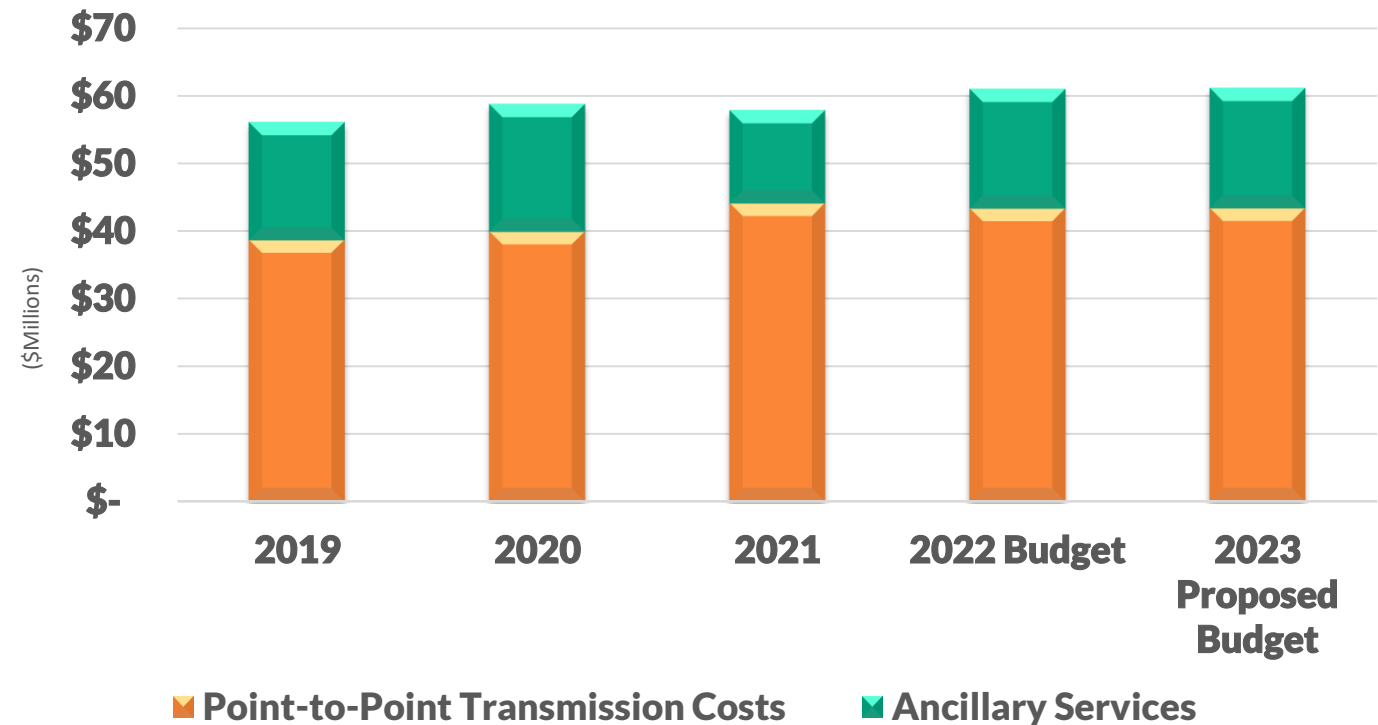


The District Purchases Point-to-Point (PTP) Transmission to serve customer load and market surplus energy.

Ancillary Services are purchased to support grid reliability associated with its load and resources.

Transmission and Ancillary Services

**2023 Proposed Budget
\$62.5M**



Capital Expansion Program

**2023 Proposed Budget
\$10.6 M**



Sky Valley Substation

This program includes planning, design, and construction for several Electric System expansion projects.

These are major infrastructure additions to our electrical system.

Capital Asset Program

**2023 Proposed Budget
\$30.7M**

**This program
continuously
improves the
system's efficiency
and reliability by
replacing old or
worn equipment**

Pole Relocations



Pole Replacements



**Hat Island Cable
Replacement**

Vehicle and equipment replacement allows opportunity to leverage safety, technology and efficiency improvements



Funding in the budget replaces aged vehicles and equipment reaching the end of their useful lives to ensure safe operation and optimal efficiency.

Replacements are planned to prevent extensive maintenance costs and downtime.

Transportation and Equipment

**2023 Proposed Budget
\$9M**



Alternative Fuel and EV options are considered in all vehicle replacement decisions

Customer Service Program

2023 Proposed Budget \$33.4M



Edgecomb Bank 2 Transformer

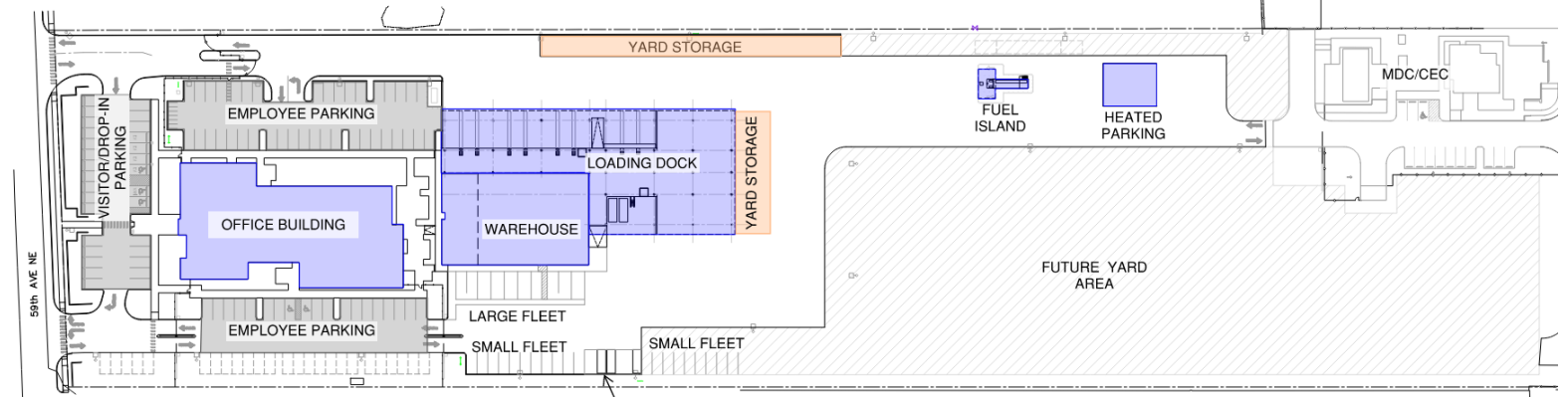
This program includes new customer connections including transformers, meters and all customer work covered under the District Line Extension Regulations.

This includes overhead and underground services, reimbursable customer work requests, large customer projects and primary and secondary line extensions.

Facilities Capital

North County Office Rendering

**The 2023
Proposed Budget
includes \$30M for
construction of
the replacement
of the North
County office,
funded primarily
through bond
proceeds**



Connect Up Program

**2023 Proposed Budget
\$18.7M**

This program includes the development and implementation of new meter technology as a priority for the utility's future.

The 2023 Proposed Capital budget includes funding for completing our communication system buildout, launching our IT solution and initial deployment of our meter solution.





2023
PROPOSED
BUDGET



Generation System Operating Expenditures

(\$000's)

Operating Expenses

Operating & Maintenance Expenses

Taxes

Depreciation

Total Operating Expenses

2022 Budget

2023
Proposed
Budget

\$	10,044	\$	9,559
	98		98
	6,067		6,041
\$	<u>16,208</u>	\$	<u>15,698</u>

Generation System Operating Expenditures include funding for completion of ongoing major construction programs from 2022 as well as continuing long-term strategic planning for generation system and habitat stability and reliability

Generation System Capital Expenditures

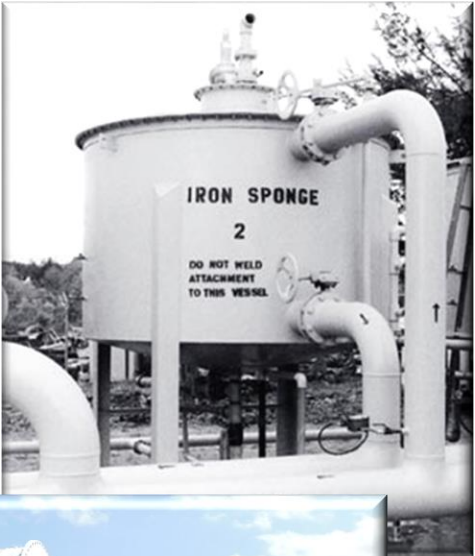
2022 Budget	2023 Proposed Budget
-------------	----------------------------

(\$000's)

Capital Expenditures	\$ 4,784	\$ 5,845
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Generation Capital Expenditures include funding for upgrading and modernizing our Hydro Plants as well as continuous improvements at Qualco

Qualco gas scrubber improvements



Replacement of end-of-life cone valves at the Jackson Hydroelectric project



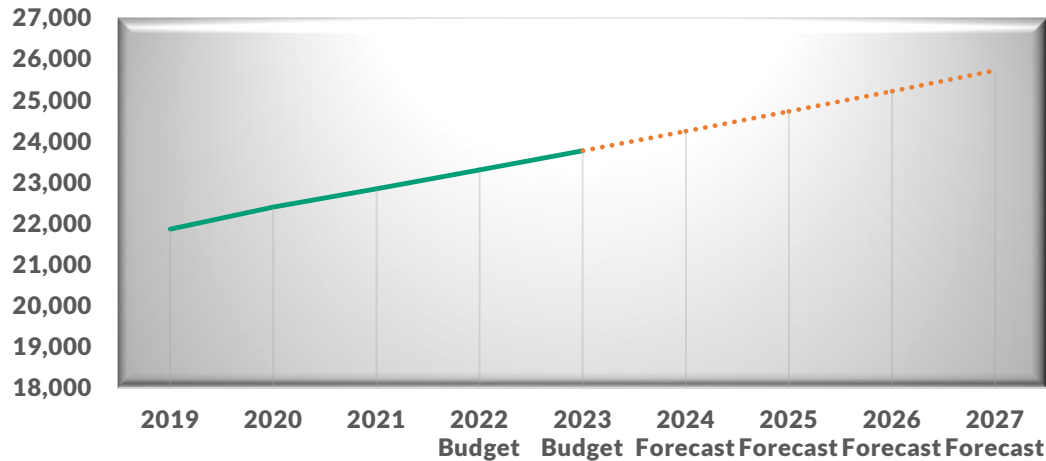


2023 PROPOSED BUDGET



Water System Driving Factors

Number of Customers



Growth

The Water System Service area is one of the fastest growing in Snohomish County. Growth means that more water needs to be purchased and more assets maintained.

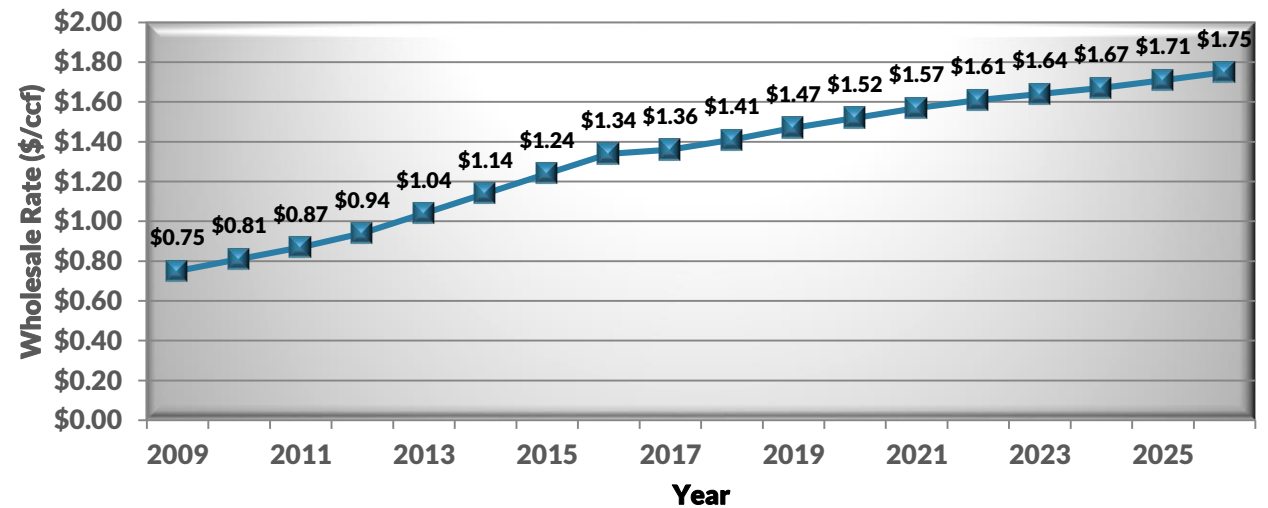
The 2023 Budget assumes a 1.5% growth in customers.

The Cost of Water

Approximately 23% of the operating expenditures are purchased water and most of that water comes from the City of Everett.

The 2023 Budget reflects a 2% wholesale rate increase from the City of Everett.

City of Everett Wholesale Rate (\$/ccf)



Peer Utility Water Rate Proposals

Our peer water utilities are also experiencing growth and infrastructure cost increases, supply chain impacts, new technologies, and inflation as rate pressures

Adopted 2021	Adopted 2022	Proposed 2023	Proposed 2024
-----------------	-----------------	------------------	------------------



**SNOHOMISH
PUD**
Energizing Life In Our Communities

0.0%	1.8%	2.5%	3.0%
------	------	------	------



**Seattle
Public
Utilities**

0.0%	2.9%	4.7%	3.6%
------	------	------	------



**Skagit
PUD**
PUBLIC UTILITY DISTRICT

5.0%	5.0%	5.0%	5.0%
------	------	------	------



T
TACOMA PUBLIC UTILITIES

1.5%	2.0%	4.2%	4.2%
------	------	------	------



**CROSS VALLEY
WATER DISTRICT**

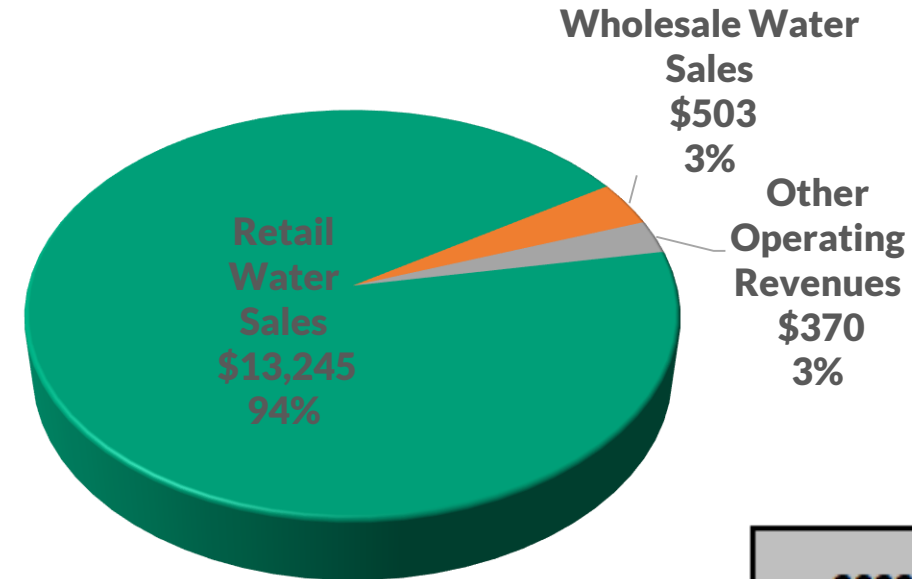
6.0%	6.0%	6.0%	6.0%
------	------	------	------

Rates effective January 1 of the noted year except for Snohomish PUD 2022 adjustment which was effective April 1, 2022

Water System Operating Revenues

The Water Retail sales number includes a general rate increase effective January 1, 2023, subject to public hearing and Board approval to help address rising inflation, supply chain issues, and City of Everett wholesale rate increases.

Several cities contract to purchase water from the PUD. Revenues are higher than 2022 levels due to higher anticipated sales.



(\$000's)

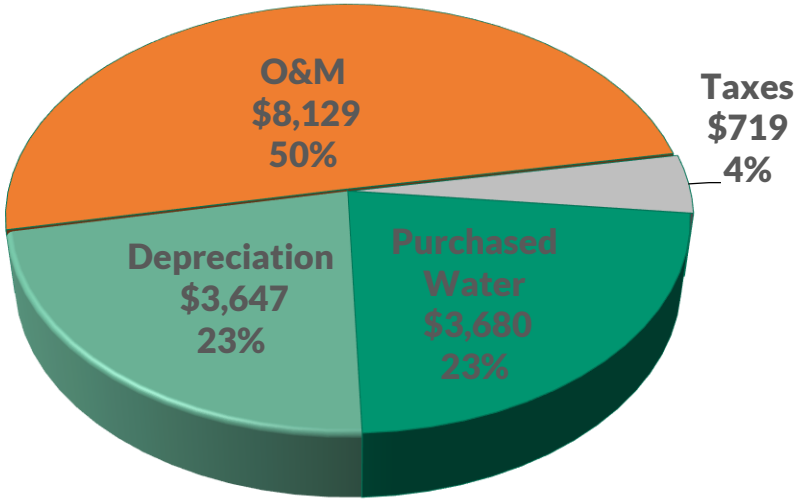
Operating Revenues

Water Retail Sales
Water Wholesale Sales
Other Operating Revenues
Total Operating Revenues

	2022 Budget	2023 Proposed Budget
Water Retail Sales	\$ 13,135	\$ 13,246
Water Wholesale Sales	496	503
Other Operating Revenues	379	370
Total Operating Revenues	\$ 14,010	\$ 14,119

Water System Operating Expenditures

	2022 Budget	2023 Proposed Budget
Operating Expenses		
Purchased Water	\$ 3,352	\$ 3,680
Operating & Maintenance	7,327	8,129
Taxes	712	719
Depreciation	3,334	3,647
Total Operating Expenses	\$ 14,725	\$ 16,175

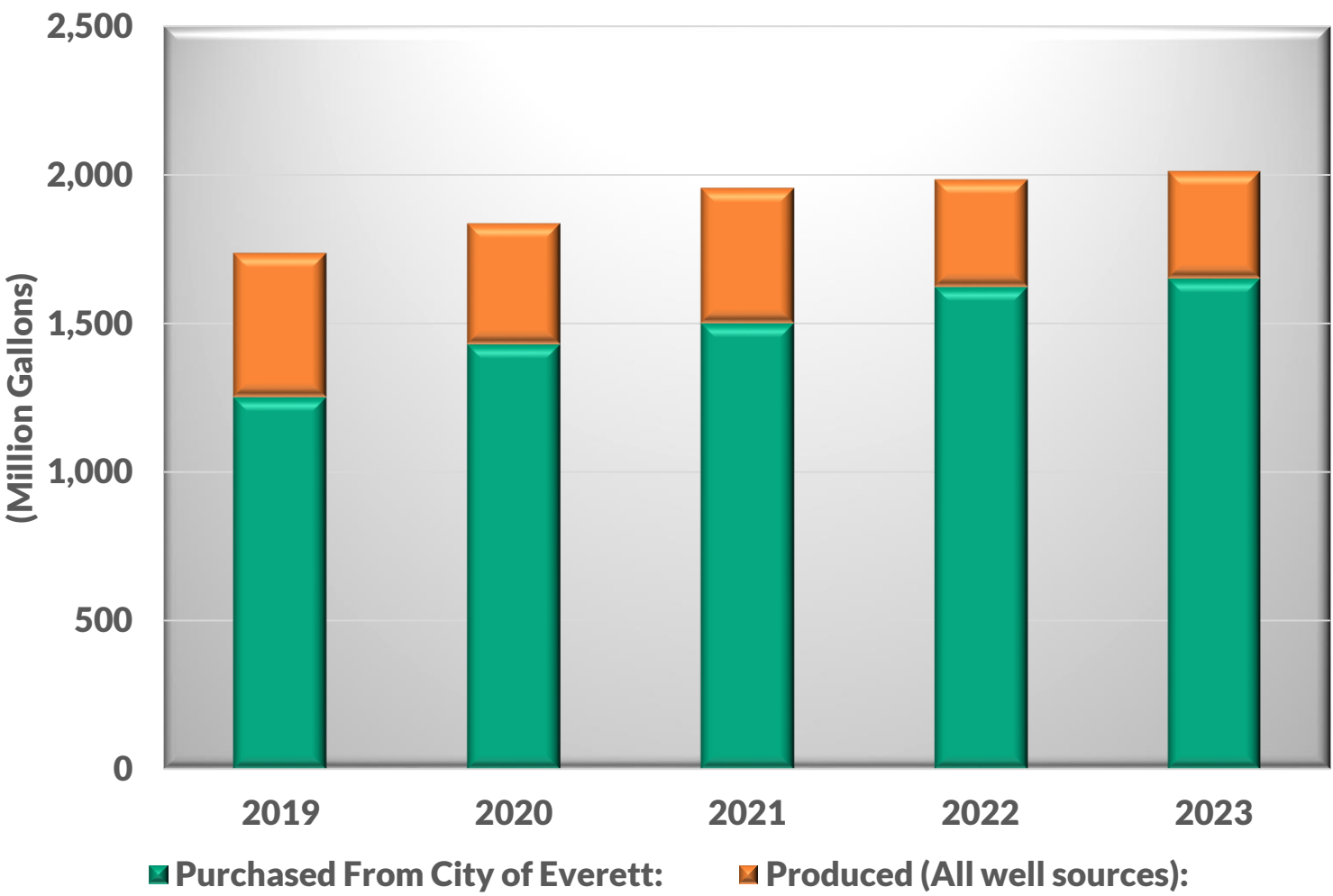


Purchased Water expenditures reflect a 1.5% customer growth, 1.5% demand growth and 58% capacity of the Lake Stevens Well in addition to an 2% increase in Water Costs from the City of Everett.

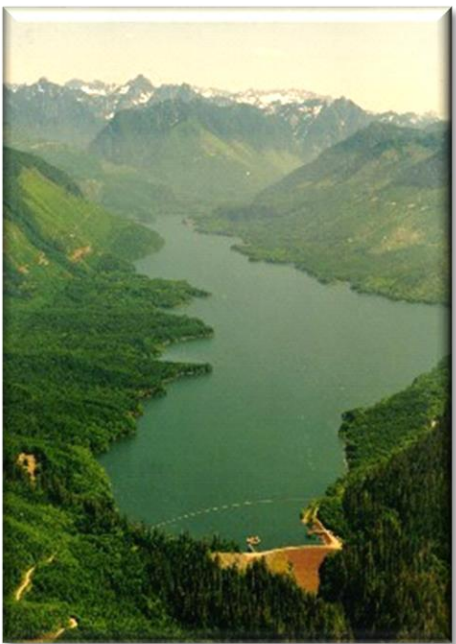
Operating and Maintenance expenditures reflect ~\$400K in increased costs from Electric System for shared services and information technology systems.

Sources of Water

Water Purchased vs. Produced



Lake Stevens Well



Spada Lake/City of Everett Source

Water Capital – Lake Stevens Service Area

Water AMI Conversion \$3.1M

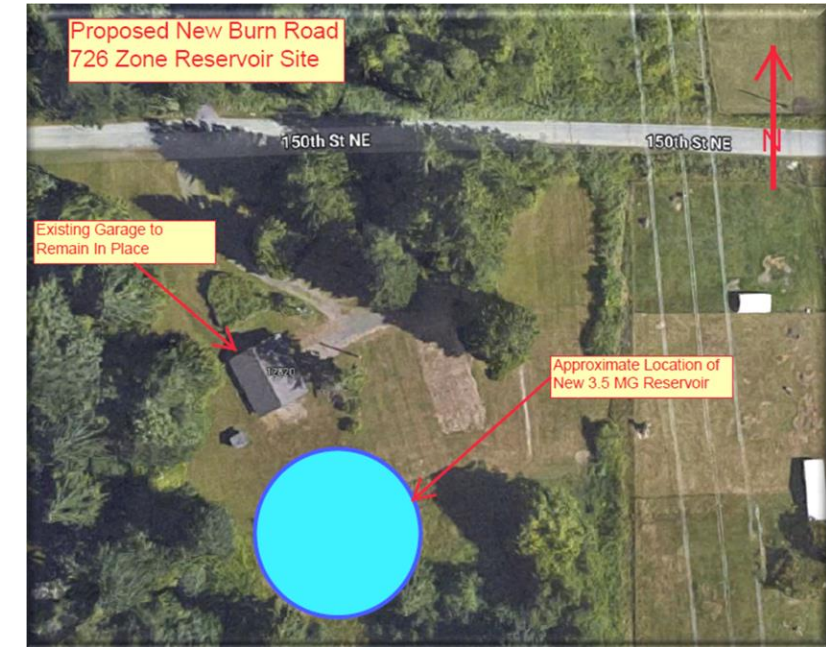


**Main Extensions
\$1.75M**

**Main Replacements
\$1.1M**



**Lake Stevens Treatment Plant Corrosion Control
Optimization \$500K**



Burn Road Reservoir \$284K

Water Capital Warm Beach/Kayak



**Kayak Reservoir
\$2.1M**



Warm Beach Water Treatment Plant Improvements \$1.5M



2023 Budget Public Hearing Remaining Schedule

November 15, 2022 – Continue the 2023 Budget Hearing

- Proposed changes
- Five-year forecasts and reserves

December 6, 2022 – Request approval of the 2023 Budget



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 6A

TITLE

Consideration of a Resolution Declaring a Certain Portions of Two Easements Over Property (Tax Parcel Nos. 27052100400100, 27052100400300, and 27052100400500) Granted Over Northshore School District Property, Located in Woodinville, Snohomish County, Washington, to be Surplus and Authorizing the Release of the Easements in Accordance With an Exchange Agreement With Washington State Department of Transportation

SUBMITTED FOR: Public Hearing and Action

Real Estate Services	Heidie Waxham	4408
Department	Contact	Extension
Date of Previous Briefing:	<u>10/18/2022</u>	
Estimated Expenditure:	<u>N/A</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 checked="" type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description, GP-3(4)(F)(1) a non-delegable statutorily assigned Board Duty to authorize acquisition . . . and the disposition of certain properties and payment therefore.

The District has two distribution easements over Northshore School District property. The easement area described in each easement is an “as-built” description and not a surveyed legal description.

The Northshore School District is in the process of dedicating and transferring portions of the property to Washington State Department of Transportation (“WSDOT”). As part of that process, WSDOT has surveyed the area where the District’s facilities are located and is requesting that the District release its interests in easements in exchange for a new distribution easement granted by WSDOT that contains a surveyed legal descriptions of the easement areas.

District staff recommends that the easements be declared surplus to the needs of the District and released in exchange for the replacement easement in accordance with the proposed exchange agreement with WSDOT.

List Attachments:

- Resolution
- Attachment 1
- Attachment 2
- Attachment 3

RESOLUTION NO. _____

A RESOLUTION Declaring a Certain Portions of Two Easements Over Property (Tax Parcel Nos. 27052100400100, 27052100400300, and 27052100400500) Granted Over Northshore School District Property, Located in Woodinville, Snohomish County, Washington, to be Surplus and Authorizing the Release of the Easements in Accordance With an Exchange Agreement With Washington State Department of Transportation

WHEREAS, Public Utility District No. 1 of Snohomish County District (“District”) has two distribution easements (Auditor’s File Nos. 201906060304 and 201910090489) (“Easements”) (Attachments 1 and 2) over Northshore School District property, Snohomish County, Washington, (Tax Parcel Nos. 27052100400100, 27052100400300, and 27052100400500) (“Property”); and

WHEREAS, the easement area described in each Easement is an “as-built” description and not a surveyed legal description; and

WHEREAS, the Northshore School District is in the process of dedicating and transferring portions of the Property to Washington State Department of Transportation (“WSDOT”); and

WHEREAS, as part of that process, WSDOT has surveyed the area where the District’s facilities are located and is requesting that the District release its interests in the Easements in exchange for a new distribution easement (“Replacement Easement”) granted by WSDOT that contains a surveyed legal descriptions of the easement areas; and

WHEREAS, District staff recommends that the Easements be declared surplus to the needs of the District and released in exchange for the Replacement Easement in accordance with the proposed exchange agreement with WSDOT (“Exchange Agreement”) (Attachment 3); and

WHEREAS, the Commission held a public hearing to consider declaring the District Easements surplus to the needs of the District and to consider releasing the Easements in exchange for the Replacement Easement in accordance with Exchange Agreement; and

WHEREAS, based upon the information presented and recommendation of staff, the Commission of Public Utility District No. 1 of Snohomish County finds that the District Easements described in Attachments 1 and 2:

1. Are no longer necessary, material to, and useful in the District's operations to the extent the easement areas in the Easements exceed the surveyed legal description of the easement areas in the Replacement Easement.
2. Are not required for continued public utility service to the extent the easement areas in the Easements exceeds the surveyed legal description of the easement areas in the Replacement Easement.
3. Should be released in exchange for the Replacement Easement in accordance with the Exchange Agreement (Attachment 3).

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County that:

1. The District's interest in the Easements (Attachments 1 and 2) are surplus to the District's needs to the extent the easement areas in the Easements exceed the surveyed legal description of the easement areas in the Replacement Easement.
2. The Manager of the District's Real Estate Services Department, or her designee, is authorized to execute the Exchange Agreement in substantially the form attached as Attachment 3 and take all other reasonable and necessary actions to release the Easements to the extent the easement areas in the Easements exceed the surveyed legal description of

the easement areas in the Replacement Easement; and that the final form of the Exchange Agreement and other documents related to the release of the Easements shall be subject to the review and approval of the District's General Counsel or her designee.

PASSED AND APPROVED this 1st day of November, 2022.

President

Vice-President

Secretary

ATTACHMENT 1

Resolution No. _____

Attachment 1

Page 1 of 5

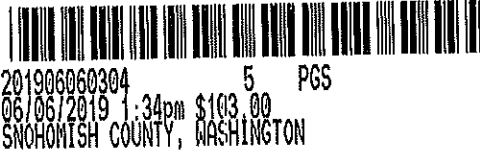
**NO EXCISE TAX
REQUIRED**

JUN 06 2019

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS



E- 61977
WO# 100021864

DISTRIBUTION EASEMENT

Grantor ("Owner"): Northshore School District No. 417

Grantee: Public Utility District No. 1 of Snohomish County
Frontier Communications Northwest, Inc.

Short Legal Description: Ptn. SE ¼ Sec. 21, T27N, R05E, W.M.

Tax Parcel No: 27052100400100, 27052100400500, 27052100400300

THIS DISTRIBUTION EASEMENT ("Easement") is made this 3rd day of June, 2019, by and between Northshore School District No. 417, a Washington School District, ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of

Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the Grantee's electrical facilities located approximately as shown on Exhibit "B", attached hereto and by this reference made a part hereof, and specifically located as actually installed. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

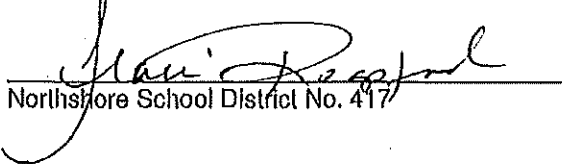
10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):

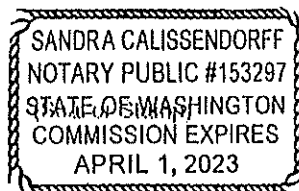

Northshore School District No. 417

(REPRESENTATIVE ACKNOWLEDGMENT)

State of WA

County of Shelhamish

I certify that I know or have satisfactory evidence that Traci Rogstad
signed this instrument, on oath stated that (he/she/they) (was/wore) authorized to execute the instrument and
acknowledged it as the Director of NSD Capital Projects to be
the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 6/3/2019

Signature of Sandra Calissendorff
Notary Public
Title Notary Public

My appointment expires 4/1/2023

EXHIBIT "A"

PARCEL A:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THAT PORTION LYING WITHIN THE COUNTY ROAD;
AND EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE EAST LINE
OF SAID SECTION 21 FOR 55 FEET; THENCE SOUTH 45°00'00" WEST 77.78 FEET; THENCE EAST
ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 21, 55 FEET TO THE POINT OF BEGINNING.

PARCEL B:

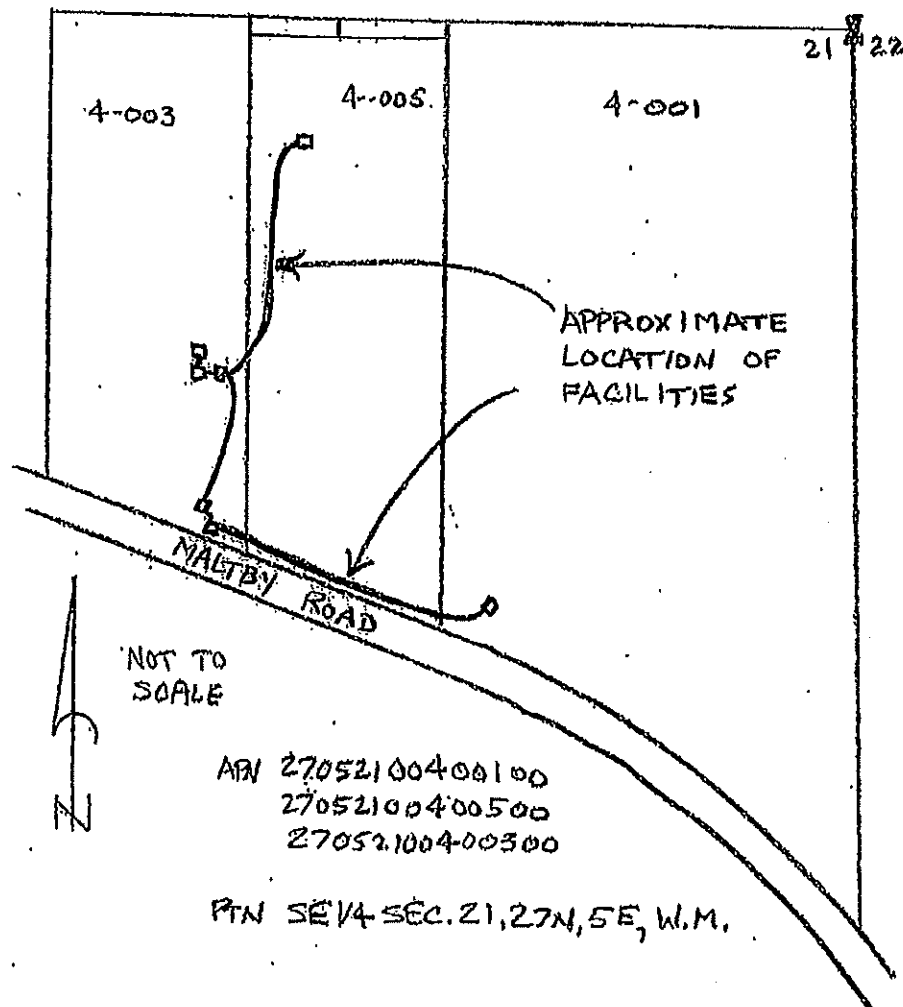
THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., LYING
NORTH OF THE COUNTY ROAD.

PARCEL C:

THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 5
EAST, W.M., LYING NORTH OF THE COUNTY ROAD.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT "B"



ATTACHMENT 2

**NO EXCISE TAX
REQUIRED**

OCT 09 2019

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

SEA



201910090489 4 PGS
10/09/2019 2:40pm \$106.50
SNOHOMISH COUNTY, WASHINGTON

E- 62211
WO# 100021864

DISTRIBUTION EASEMENT

Grantor ("Owner"): Northshore School District No. 417
Grantee: Public Utility District No. 1 of Snohomish County
Frontier Communications Northwest, Inc.
Short Legal Description: Pln. SE ¼ Sec. 21, T27N, R05E, W.M.
Tax Parcel No: 27052100400100

THIS DISTRIBUTION EASEMENT ("Easement") is made this 2nd day of October 2019, by and between Northshore School District No. 417, a Washington School District, ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THAT PORTION LYING WITHIN THE COUNTY ROAD;
AND EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE EAST LINE OF SAID SECTION 21 FOR 55 FEET; THENCE SOUTH 4500'00" WEST 77.78 FEET; THENCE EAST ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 231, 55 FEET TO THE POINT OF BEGINNING.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the Grantee's electrical facilities located approximately as shown on Exhibit "A", attached hereto and by this reference made a part hereof, and specifically located as actually installed. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

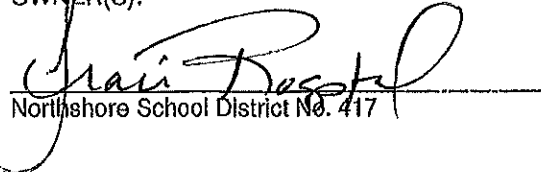
10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):

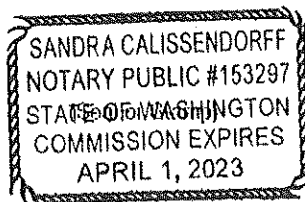

Northshore School District No. 417

(REPRESENTATIVE ACKNOWLEDGMENT)

State of WA

County of Snohomish

I certify that I know or have satisfactory evidence that Traci Rogstad
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the Director of Capital Projects to be
the free and voluntary act for the uses and purposes mentioned in the instrument.

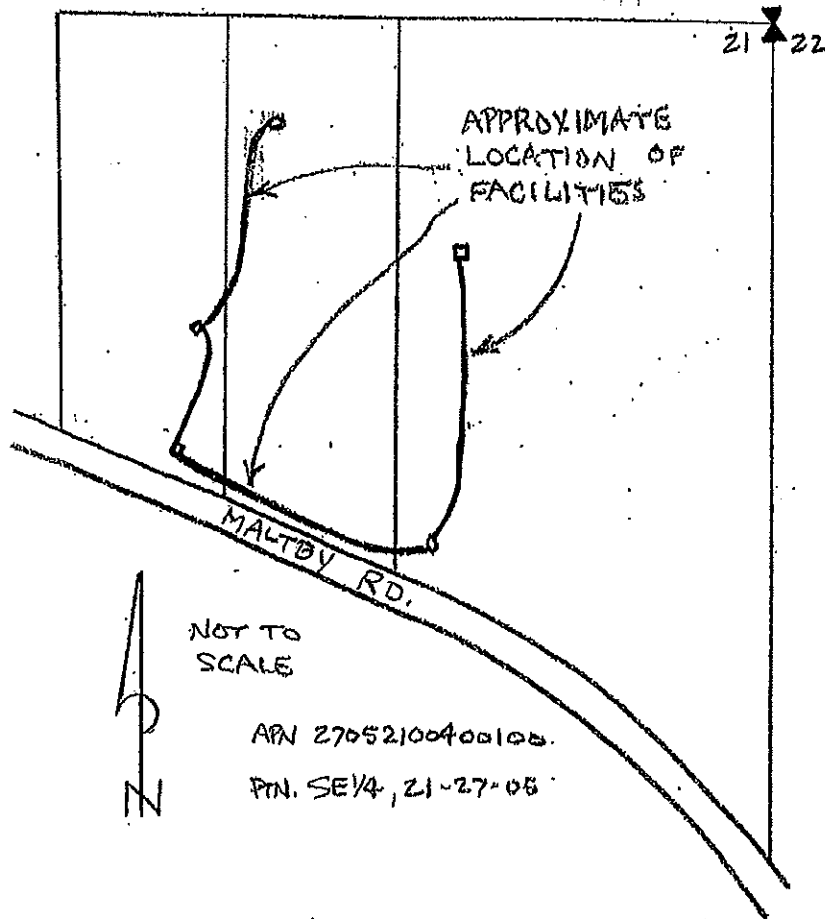


Dated: 10/2/2019

Signature of Sandra Calissendorff
Notary Public
Title Notary Public

My appointment expires 4/1/2023

EXHIBIT "A"



After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Exchange Agreement

Reference Number of Related Document: 201906060304; 201910090489

*Grantors: Public Utility District No. 1 of Snohomish County; Northwest Fiber, LLC;
ZiPLY Fiber; Frontier Communications Northwest, Inc.*

Grantee: State of Washington, Department of Transportation

*Legal Description: Ptn of the NE¼ of the SE¼, Section 21, T27N, R5E, WM, Snohomish
County*

Additional Legal Description is on Page 6 of Document.

*Assessor's Tax Parcel Numbers: Ptns 27052100400100, 27052100400300,
27052100400400, 27052100400500, 27052100400800*

EXCHANGE AGREEMENT

State Route 524, Jct. SR 527 to Jct. SR 9

This EXCHANGE AGREEMENT is made and entered into by and between the **State of Washington, acting by and through its Department of Transportation**, hereinafter referred to as the "State", and PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Washington State municipal corporation, and NORTHWEST ZIPLY, LLC, a Delaware limited liability company, d/b/a ZIPLY FIBER and formerly known as FRONTIER COMMUNICATIONS NORTHWEST, INC., a Washington corporation, hereinafter referred to as the "Easement Holders":

EXCHANGE AGREEMENT

WITNESSETH:

WHEREAS, on the date of this Exchange Agreement, the Easement Holders have delivered to the State Partial Releases of Easement releasing those certain Distribution Easements under Auditor File Numbers 201906060304 and 201910090489 which releases any rights of the Easement Holders in the real property located in Snohomish County, State of Washington;

AND WHEREAS, in consideration for the above-mentioned Partial Releases of Easement, the Easement Holders have agreed to accept the grant of a new Easement to themselves, their successors or assigns on a tract of State-owned land located in Snohomish County, identified in the State's records as Inventory Control No. 1-31-16917 and described as follows:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

NOW THEREFORE, it is agreed that:

1. The Releases of Easement, of even date with this Exchange Agreement, are expressly incorporated in and by this reference made a part of this Exchange Agreement.
2. The State will obtain and deliver to the Easement Holders the State's Easement, substantially conforming to the sample easement attached as Exhibit B, conveying rights to said State-owned tract of land as soon as said tract is available for conveyance.

It is understood and agreed that delivery of this Exchange Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of

EXCHANGE AGREEMENT

Washington, by and through its Department of Transportation, by its authorized agent.

Dated _____, 20____

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Washington State
municipal corporation

By: _____
MAUREEN BARNES, Manager
Real Estate Services

NORTHWEST FIBER, LLC,
D/B/A ZIPLY FIBER:

By: _____
Name: _____
Title: _____
Date: _____

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: _____
Synthia Armstrong, Northwest Region
Real Estate Services Manager,
Authorized Agent

Date: _____

STATE OF WASHINGTON)
)
) : §
County of _____)

Notary Seal

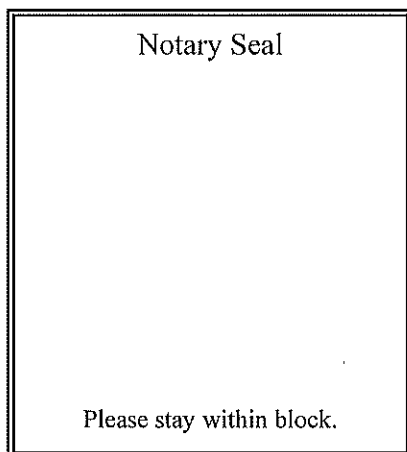
Please stay within block.

EXCHANGE AGREEMENT

STATE OF _____) : §
County of _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be a (Member/Manager) of NORTHWEST FIBER, LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (he/she) is authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary (print name) _____
 Notary Public in and for the State of _____,
 residing at _____
 My commission expires _____

EXCHANGE AGREEMENT

EXHIBIT A (I.C. # 1-31-16917)

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 65+45 on the SR 524 line survey of SR 524, Jct. SR 527 to Jct. SR 9 and 50 feet northeasterly therefrom; thence South 69°54'14" East parallel with said line survey a distance of 68.05 feet to the beginning of a curve to the right, the center of which bears South 20°05'46" West 1,482.69 feet; thence southeasterly along the arc of said curve a distance of 7.37 feet to the beginning of a non-tangent curve to the left, the center of which bears North 20°22'52" East 40 feet; thence northeasterly along the arc of said curve a distance of 35.85 feet to a point opposite HES 64+39.95 on said line survey and 65.35 feet northeasterly therefrom; thence South 44°04'34" West a distance of 23.89 feet to a point opposite HES 64+48.82 on said line survey and 43.30 feet northeasterly therefrom; thence South 71°42'07" West a distance of 13.05 feet to a point opposite HES 64+58.65 on said line survey and 35.03 feet northeasterly therefrom; thence North 83°40'08" West a distance of 58.48 feet to a point opposite HES 65+15 on said line survey and 21 feet northeasterly therefrom; thence North 69°54'14" West a distance of 30 feet, more or less, to a point opposite HES 65+45 on said line survey and 21 feet northeasterly therefrom; thence North 20°05'46" East a distance of 29 feet, to the point of beginning.

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 524, Jct. SR 527 To Jct. SR 9, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval October 27, 1995, revised April 5, 2007 (*this date to be updated upon completion of this plan revision*).

EXCHANGE AGREEMENT

EXHIBIT B

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Easement
Reference Number of Related Document: N/A
Grantor: State of Washington, Department of Transportation
Grantees: Public Utility District No.1 of Snohomish County
Legal Description: Ptn of NE ¼ of the SE ¼ of Section 21, T27N, R05E, W.M.
Assessor's Tax Parcel Number: 27052100400100

E A S E M E N T
(Non-Exclusive)

SR 524, Jct. SR 527 To Jct. SR 9

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of the terms and conditions as set forth in that certain *(Insert utility or exchange agreement information here)*, do hereby convey unto Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation and Ziply Fiber Northwest LLC, a foreign limited liability company, Grantee, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, grantee-owned communication

EXCHANGE AGREEMENT

EXHIBIT B (continued)

wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following described real property situated in Snohomish County, State of Washington:

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 65+45 on the SR 524 line survey of SR 524, Jct. SR 527 to Jct. SR 9 and 50 feet northeasterly therefrom; thence South 69°54'14" East parallel with said line survey a distance of 68.05 feet to the beginning of a curve to the right, the center of which bears South 20°05'46" West 1,482.69 feet; thence southeasterly along the arc of said curve a distance of 7.37 feet to the beginning of a non-tangent curve to the left, the center of which bears North 20°22'52" East 40 feet; thence northeasterly along the arc of said curve a distance of 35.85 feet to a point opposite HES 64+39.95 on said line survey and 65.35 feet northeasterly therefrom; thence South 44°04'34" West a distance of 23.89 feet to a point opposite HES 64+48.82 on said line survey and 43.30 feet northeasterly therefrom; thence South 71°42'07" West a distance of 13.05 feet to a point opposite HES 64+58.65 on said line survey and 35.03 feet northeasterly therefrom; thence North 83°40'08" West a distance of 58.48 feet to a point opposite HES 65+15 on said line survey and 21 feet northeasterly therefrom; thence North 69°54'14" West a distance of 30 feet, more or less, to a point opposite HES 65+45 on said line survey and 21 feet northeasterly therefrom; thence North 20°05'46" East a distance of 29 feet, to the point of beginning.

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 524, Jct. SR 527 To Jct. SR 9, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval October 27, 1995, revised April 5, 2007 (*this date to be updated upon completion of this plan revision*).

EXCHANGE AGREEMENT

EXHIBIT B (continued)

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

Should this non-exclusive easement cease to be used for the above described purposes this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee, its heirs, successors, or assigns, agrees to execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

The Grantee, its heirs, successors, or assigns, will shall protect, save, and hold harmless the Grantor, its agents, and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this easement. The Grantee, its successors, or assigns, further agrees to defend the Grantor, its agents, or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this easement. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor, or its agents, and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents, or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees, and/or any other person.

EXCHANGE AGREEMENT

EXHIBIT B
(continued)

The Grantee, on behalf of itself and its successors, or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required exclusively for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____,
20____.

STATE OF WASHINGTON,
DEPARTMENT OF TRANSPORTATION
– GRANTOR

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM GRANTEE:

By: _____

EXCHANGE AGREEMENT

EXHIBIT B
(continued)

STATE OF WASHINGTON)

) : ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington,
residing at _____

My Appointment Expires _____



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 7A

TITLE

Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Department of Commerce Agreement With Snohomish County PUD Under the Utility Arrearages Grant Program

SUBMITTED FOR: Items for Individual Consideration

Energy Services and Customer Innovation Jeff Feinberg 1840
Department *Contact* *Extension*
Date of Previous Briefing: _____
Estimated Expenditure: _____ Presentation Planned ☒

ACTION REQUIRED:

- | | | |
|--|-------------------------------------|--|
| <input checked="" 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 type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Ends Policy: E4 (4.4) Low income customers receive assistance

In 2022, the legislature appropriated \$100 million for public and private water, sewer, garbage, electric and natural gas utilities arrearages. Throughout the pandemic, District staff worked with lawmakers, the Governor's office, and Commerce to develop the Utility Arrearages Grant Program along with other stakeholders as a means to leverage federal dollars to support utility customers that had been adversely affected by the Covid 19 Pandemic.

The funding will be used by utilities to reduce residential customer arrearages accrued between March 1, 2020, and December 31, 2021. Only customers who have received help from the Low Income Home Energy Assistance (LIHEAP) and Low Income Household Water Assistance (LIWAP) programs or rate payer funded benefits are eligible to receive funding per the Budget Proviso. The District will enter into a grant agreement with Commerce to receive our allocation of the \$100M appropriation. Once we receive our allocation, we will have until December 31, 2022, to prioritize and distribute funds to eligible customer accounts. PUD will report back to Commerce by March 1, 2023, a summary of households served.

List Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute a Department of Commerce Agreement With Snohomish County PUD Under the Utility Arrearages Grant Program

WHEREAS, in 2022, the Washington Legislature appropriated \$100 million for public and private water, sewer, garbage, electric and natural gas arrearages; and

WHEREAS, the Washington State Department of Commerce (“Commerce”) has established a Utility Arrearages Grant Program (“Grant Program”) that utilities may opt into to receive funding to reduce customer arrearages accrued between March 1, 2020 and December 31, 2021; and

WHEREAS, the District and Commerce have negotiated an agreement under the Grant Program whereby Commerce will provide the District funding subject to the District meeting certain requirements; and

WHEREAS, utilities receiving funding under the Grant Program must disburse funds to customer accounts by December 31, 2022; and

WHEREAS, the Board of Commissioners of the District finds that it would be in the best interest of the District and its ratepayers to enter into such agreement to receive arrearages funding.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Public Utility District No.1 of Snohomish County, Washington, hereby authorizes the CEO/General Manager or authorized designee to execute the Utility Arrearages Grant Program Agreement, substantially in the form in the attached Exhibit A.

Resolution No. _____

-2-

PASSED AND APPROVED this 1st day of November, 2022.

President

Vice-President

Secretary



Federal General Grant with

Please enter the Entity/Business Name of Grantee

through

Commerce Energy Division

Grant Number:

Please enter Grant Number

For

Utility Arrearages Grant Program

Dated: Please enter start date of grant

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	4
SPECIAL TERMS AND CONDITIONS.....	5
1. ACKNOWLEDGEMENT OF FEDERAL FUNDING.....	5
2. GRANT MANAGEMENT.....	5
3. COMPENSATION.....	5
4. BILLING PROCEDURES AND PAYMENT.....	5
5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION.....	6
6. FRAUD AND OTHER LOSS REPORTING	6
7. ORDER OF PRECEDENCE	6
8. JURY TRIAL WAIVER	ERROR! BOOKMARK NOT DEFINED.
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS.....	7
2. ACCESS TO DATA.....	7
3. ADVANCE PAYMENTS PROHIBITED.....	8
4. ALL WRITINGS CONTAINED HEREIN.....	8
5. AMENDMENTS	8
6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35	8
7. ASSIGNMENT.....	8
8. ATTORNEYS’ FEES	8
9. AUDIT	8
10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS.....	8
11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.....	9
12. CONFLICT OF INTEREST.....	10
13. COPYRIGHT PROVISIONS	10
14. DISPUTES	11
15. DUPLICATE PAYMENT.....	11
16. GOVERNING LAW AND VENUE	11
17. INDEMNIFICATION	12
18. INDEPENDENT CAPACITY OF THE GRANTEE.....	12
19. INDIRECT COSTS	12
20. INDUSTRIAL INSURANCE COVERAGE	12
21. LAWS	12
22. LICENSING, ACCREDITATION AND REGISTRATION.....	12
23. LIMITATION OF AUTHORITY	12
24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	13
25. PAY EQUITY.....	13
26. POLITICAL ACTIVITIES	13
27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS.....	13
28. PUBLICITY	14

29.	RECAPTURE.....	14
30.	RECORDS MAINTENANCE	14
31.	REGISTRATION WITH DEPARTMENT OF REVENUE	15
32.	RIGHT OF INSPECTION	15
33.	SAVINGS	15
34.	SEVERABILITY.....	15
35.	SITE SECURITY.....	15
36.	SUBGRANTING.....	15
37.	SURVIVAL.....	16
38.	TAXES.....	16
39.	TERMINATION FOR CAUSE	16
40.	TERMINATION FOR CONVENIENCE.....	16
41.	TERMINATION PROCEDURES.....	16
42.	TREATMENT OF ASSETS	17
43.	WAIVER	18
ATTACHMENT A: SCOPE OF WORK		19
ATTACHMENT B: BUDGET		22

Face Sheet

Grant Number: <Insert Number>

<Select Division, Board, or Commission> <Insert Unit or Office>
 <Insert Program(s) and/or Project(s)>

☒ Subrecipient
☐ Contractor

1. Grantee <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Grantee Doing Business As (as applicable) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Grantee Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail> </div> <div style="width: 35%;"> <Insert mailing address> <Insert physical address> <Insert location> </div> </div>	
5. Grant Amount <Insert \$ Total>	6. Funding Source Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date <Insert date>	8. End Date <Insert date>
9. Federal Funds (as applicable) <Insert \$ amount>	Federal Agency: <Insert name>	<u>ALN</u> <Insert number>	<u>Indirect Rate</u> <Insert indirect rate>
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. UEI # <Insert number>
14. Grant Purpose The purpose of this contract is to provide funding for public and private water, sewer, garbage, electric, and natural gas utilities to address low-income customer arrearages compounded by the COVID-19 20 pandemic and the related economic downturn that were accrued between March 1, 2020, and December 31, 2021.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - <insert title>, Attachment "B" – <insert title>, Attachment "C" – <insert title>, <etc.>			
FOR GRANTEE _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: XXXX
Federal Award Identification Number (FAIN): XXXX
Total amount of the federal award: \$XXXXXX
Awarding official: XXXX (XXX) XXX-XXXX

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. < > awarded by <Federal Granting Agency> . Points of view in this document are those of the author and do not necessarily represent the official position or policies of the <Federal Granting Agency> . Grant funds are administered by the <COMMERCE Program> , Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$ _____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Grants Management System.

If required, the attachments to the invoice request in the Commerce Grants Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number _____. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

In the event that funding provided under this grant is used for any other reason than the purpose stated in Section 14 of the Face Sheet, the Grantee must repay all grant funds that were not expended for that purpose (i.e. to address low-income customer arrearages), plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the program funded. Repayment shall be pursuant to Section 29 (Recapture) of the General Terms and Conditions.

5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

6. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings,

conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. **AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

10. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration,

amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Grantee selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures

and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant.

COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Section 128 (199), 2022 Supplemental Operating Budget proviso states:

\$100,000,000 of the coronavirus state fiscal recovery fund federal appropriation is provided solely for grants for public and private water, sewer, garbage, electric, and natural gas utilities to address low-income customer arrearages compounded by the COVID-19 20 pandemic and the related economic downturn that were accrued between March 1, 2020, and December 31, 2021.

- (a) By May 27, 2022, each utility that wishes to participate, must opt-in to the grant program by providing the department the following information:
 - i. Current arrearage balances for residential customers as of March 31, 2022; and
 - ii. Available information on arrearage balances of low-income customers, including customers who received assistance from the low-income home energy assistance program, low-income water assistance program, or ratepayer-funded assistance programs between April 1, 2020, and March 31, 2022, as of March 31, 2022. If a utility does not have access to information regarding customer participation in these programs, the department must distribute funding to the community action program serving the same service area as the utility instead of the utility.
- (b) In determining the amount of funding each utility may receive, the department must consider:
 - i. Each participating utility's proportion of the aggregate amount of arrearages among all participating utilities;
 - ii. Utility service areas that are situated in locations experiencing disproportionate environmental health disparities;
 - iii. American community survey poverty data; and
 - iv. Whether the utility has leveraged other fund sources to reduce customer arrearages.
- (c) The department may retain up to one percent of the funding provided in this subsection to administer the program.
- (d) Each utility shall disburse funds directly to customer accounts by December 31, 2022. Funding shall only be distributed to customers that have participated in the low-income home energy assistance program, low-income water assistance program, or ratepayer-funded assistance programs.
- (e) Utilities may, but are not required to, work with other utilities or use community action agencies to administer these funds following the eligibility criteria for the low-income home energy assistance program and the low income household water assistance program.
- (f) By March 1, 2023, each utility who opted into the grant program must report to the department, utilities and transportation commission, and state auditor on how the funds were utilized and how many customers were supported.
- (g) Utilities may account for and recover in rates administrative costs associated with the disbursement of funds provided in this subsection.

Tasks and Deliverables

Grantee must ensure that funding is only distributed to customers that have participated in the low-income home energy assistance program, low-income water assistance program, or ratepayer-funded assistance programs. As used within this Contract, “low-income customers” are customers who fall within the Impacted/Disproportionately Impacted table listed below.

Task 1: Report Scoping

In this task Grantee will review the current State and Local Recovery Funds (SLRF) guidance for reporting and responsibilities.

Review the reporting guidelines within this link: [Utility-Moratorium - Washington State Department of Commerce](#)

1. Grantees will be asked to respond in the Smartsheet link provided by Commerce.
 - a. What Impacted and/or Disproportionately Impacted population does this project primarily serve?
 - b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.
 - i. Grantee will report from the following options:

	Impacted	Disproportionately Impacted
Assistance to Households	<ul style="list-style-type: none"> Low- or-moderate income households or populations⁹ Households that experienced unemployment Households that experienced increased food or housing insecurity Households that qualify for certain federal programs¹⁰ For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify) 	<ul style="list-style-type: none"> Low-income households and populations¹¹ Households and populations residing in Qualified Census Tracts Households that qualify for certain federal programs¹² Households receiving services provided by Tribal governments Households residing in the U.S. territories or receiving services from these governments For services to address educational disparities, Title I eligible schools¹³ Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)

⁹ Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

¹⁰ For Impacted households, these programs are Children’s Health Insurance Program (“CHIP”); Childcare Subsidies through the Child Care and Development Fund (“CCDF”) Program; Medicaid; National Housing Trust Fund (“HTF”), for affordable housing programs only; Home Investment Partnerships Program (“HOME”), for affordable housing programs only.

¹¹ Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

¹² For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families (“TANF”), Supplemental Nutrition Assistance Program (“SNAP”), Free- and Reduced-Price Lunch (“NSLP”) and/or School Breakfast (“SBP”) programs, Medicare Part D Low-Income

Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

¹³ For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

Task 2: Promoting equitable outcomes

Please describe how your jurisdiction's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. In addition, please explain how your jurisdiction's overall equity strategy translates into the specific services or programs offered by your jurisdiction.

Please also describe any constraints or challenges that impacted project success in terms of increasing equity.

1. Grantees will be asked to respond in the Smartsheet link provided by Commerce.

Task 3: Expenditure Reporting

1. All Grantees are required to submit Project and Expenditure Reports with each invoice submitted for payment.
 - a. Grantees must submit a detailed expenditure report of all expenses (totaling the requested reimbursement amount) and backup invoice documentation. The expenditure report/ledger must include:
 - i. Adopted budgets
 - ii. Dates of expenditures
 - iii. Expense categories
 - b. Number of households with unpaid service bills.
 - i. Number of months
 - ii. Arrearage amount
2. Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments: Each Grantee shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than \$50,000.

Attachment B: Budget



BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 8

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: November 1, 2022

Agenda Item: 9A

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
- ☐ Policy Discussion
- ☐ Policy Decision
- ☐ Statutory

☒ Incidental
(Information)

☐ Monitoring Report

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: November 1, 2022

Agenda Item: 9B

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

November 2022

November 9:

Economic Alliance of Snohomish County – State of the Station

Everett, WA 12:00 p.m. – 2:00 p.m.

(Logan)

November 16 - 18:

Public Power Council/PNUCC Annual Meetings

Portland, OR

(Wolfe/Logan)

November 2022

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 September	YTD Results through September
Operating Revenues		
Energy Retail Sales	\$ 466,958	\$ 467,105
Energy Wholesale Sales	36,595	63,308
Other Operating Revenues	27,466	22,408
Total Operating Revenues	\$ 531,019	\$ 552,822
Operating Expenses		
Purchased Power	\$ 240,853	\$ 253,033
Operations & Maintenance	183,208	187,895
Taxes	29,037	30,392
Depreciation	44,575	45,300
Total Operating Expenses	\$ 497,673	\$ 516,620
Net Operating Income	\$ 33,346	\$ 36,202
Interest Income & Other	5,055	(5,741)
Interest Charges	(13,236)	(8,597)
Contributions	24,650	19,040
Net Income	\$ 49,815	\$ 40,904
Capital Expenditures	\$ 119,788	\$ 81,453

ELECTRIC SYSTEM HIGHLIGHTS THROUGH SEPTEMBER

- While Energy Retail Sales remain comparable to budget, Energy Wholesale Sales continue to be significantly higher than budget due to surplus power and favorable market prices.
- Other Operating Revenues are lower than budget due to delaying re-implementation of late and disconnection fees.
- Purchased Power expenses reflect market purchases from higher spring loads, later snowpack runoff into hydropower, and volatility in market prices.
- Operations & Maintenance expenses reflect ongoing inflationary, supply chain, and labor pressures. These variances are partially offset by underspending in some contracts.
- The net impact of Interest Income and Charges (which include debt amortization, interest costs, interest income, and mark-to-market adjustments) is comparable to budget.
- Capital spending is behind budget due to several project delays. The pace of spending is expected to increase during 4Q of 2022.



2022 BUDGET AND PROJECTION EXPECTATIONS

- Energy Retail Sales are projected to be higher than budget based on the trend of customer electric loads. Weather uncertainty could materially impact results.
- Energy Wholesale Sales should be significantly higher than budget as a result of surplus power and forecasted higher wholesale prices.
- Other Operating Revenues will be underbudget at year-end due to less than budgeted late and disconnect fees.
- Purchased Power expenditures are expected to be higher than budget based on market purchases through September. Year-end spend is very dependent on unanticipated weather and market price volatility.
- Operations & Maintenance expenditures are expected to be over budget due to ongoing inflation, supply chain, and labor pressures.
- Capital Expenditures are forecasted to be under budget due to project deferrals. See pages 3-4 for additional information on selected projects.

(\$000's)

2022 Budget	2022 Projection
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Operating Revenues

Energy Retail Sales	\$ 624,652	\$ 633,799
Energy Wholesale Sales	45,931	72,644
Other Operating Revenues	36,622	30,195
Total Operating Revenues	\$ 707,204	\$ 736,638

Operating Expenses

Purchased Power	\$ 325,237	\$ 330,278
Operations & Maintenance	246,781	252,191
Taxes	38,901	40,257
Depreciation	59,433	60,159
Total Operating Expenses	\$ 670,352	\$ 682,885

Net Operating Income

Interest Income & Other	6,740	167
Interest Charges	(17,419)	(12,649)
Contributions	32,867	25,808
Net Income	\$ 59,041	\$ 67,080

Capital Expenditures	\$ 156,254	\$ 138,398
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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:** Civil construction is complete for the Harbour Pointe substation upgrade and the addition of a second transformer to Edgecomb substation to support new loads. Construction is ongoing for the new Sky Valley substation. Electrical assembly begins in Q4 for all three projects. Seven of the 2022 substation System Reliability projects are complete, one more under construction, and one starting in October. **The Brightwater protection upgrade is complete.** Five other major substation projects are currently in the design phase. 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. Fiber to Qualco is in process, splicing is complete, and circuits will be turned on next month. The City of Everett installed a fiber extension to their water filtration plant where we will connect a leased circuit. An RFP has been issued and is currently under review to replace our radio vendor.
- **Distribution Overhead and Underground Line Projects:** Material constraints in 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 334 BO poles were replaced through mid-September. Undergrounding of the District's facilities through the City of Lynnwood's 196th St SW project was substantially completed at the end of August. Ongoing distribution projects include the Ballinger Substation 5th 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 236th St NE relocation project, the County's 43rd Ave SE and 36th Ave W relocation projects, and the Amazon commercial project in Arlington. Energization of three Sound Transit/Lynnwood Link Traction Power Substations was anticipated before the end of the year. However, Light Rail project delays have pushed this timeline into early 2023.
- **Transmission Projects:** Approximately 30 B.O poles have been replaced. A portion of the Sky Valley project is under construction; the other portion is still waiting for an easement on Oaks ST and a permit from the City of Monroe. Crews are working on the installation of the second circuit under build on 132nd ST SE.
- **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 estimate for the initial delivery of Sensus meters is the end of 2Q or beginning of 3Q of 2023. The Meter Exchange vans (2023 models) are being assembled with the majority arriving at the end of 2022. Systems Integration Testing Phase 1 (SIT 1) is complete with SIT 2 testing 30% complete. Though vendor testing delays have pushed out system go-live to June 12, 2023, this timing is still in line with our meter installation plans. The AMI Network Project has installed 58 base stations (on schedule) and continues to analyze recent Radio Frequency design updates from Sensus for 10 remaining base station sites.**
- **Transportation:** Supply chain issues have made it difficult to forecast; due to recent delivery date adjustments for some of our orders, we now estimate to spend the entire \$10M budget for the year.

FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS CONTINUED

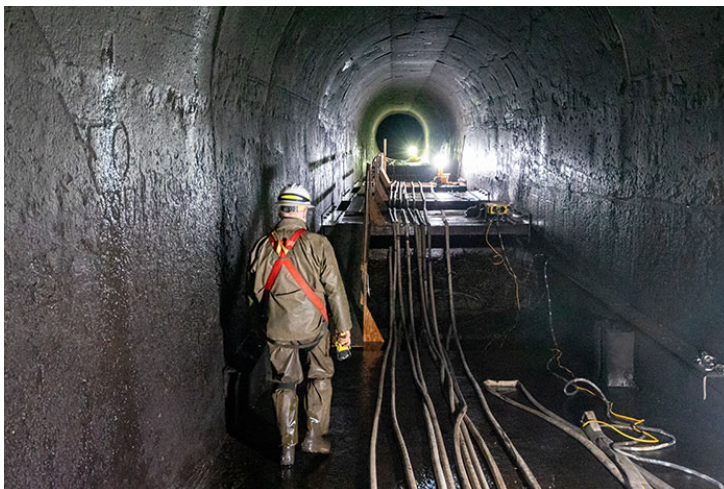
Facilities

- **North County Community Office:** Site work has begun, and Faber Construction is digging for the office building footings. Over the next month they will start forming work for the footings and pouring concrete. Below is a picture of the site work.



Generation

- **Jackson Powerhouse Tenant Improvements:** TRICO Companies LLC has completed installation of the concrete block fire-rated wall and the associated fire-stop insulation and continues wall framing and rough-in of plumbing, heating, ventilation and air conditioning, and electrical systems. The project remains on schedule for an early 2023 move-in.
- **Qualco Biogas-Electric Generation Project:** All major construction at Qualco is complete and the new 675-kW thermal generating system has been commissioned and is in service, effective September 7, 2022.



(\$000's)

	YTD Budget through September	YTD Results through September
Operating Revenues		
Water Retail Sales	\$ 9,851	\$ 10,848
Water Wholesale Sales	372	537
Other Operating Revenues	284	310
Total Operating Revenues	\$ 10,507	\$ 11,695
Operating Expenses		
Purchased Water	\$ 2,781	\$ 2,783
Operations & Maintenance	5,475	5,325
Taxes	559	585
Depreciation	2,501	2,525
Total Operating Expenses	\$ 11,316	\$ 11,218
Net Operating Income	\$ (809)	\$ 477
Interest Income & Other	68	(250)
Interest Charges	(274)	80
Contributions	3,862	2,315
Net Income	\$ 2,847	\$ 2,622
Capital Expenditures	11,162	6,692



WATER SYSTEM HIGHLIGHTS THROUGH SEPTEMBER

- Water Retail Sales are running slightly ahead of budget due to a warmer than expected summer.
- Water Wholesale Sales reflect higher than budgeted sales to the cities of Arlington and Granite Falls through September.
- Contributions are lower than budget reflecting less development activity.
- Capital expenditures are behind budget expectations based on delays in our Water AMI conversion project and permitting and material availability delays associated with our main replacement and treatment plant improvements budgeted for 2022. Capital spend is expected to be slightly under budget by year end based on these delays.

(\$000's)

	YTD Budget through September	YTD Results through September
Operating Revenues		
Wholesale Sales	20,348	20,739
Other Operating Revenues	-	201
Total Operating Revenues	\$ 20,348	\$ 20,940
Operating Expenses		
Operations & Maintenance	7,533	7,972
Taxes	73	78
Depreciation	4,550	4,299
Total Operating Expenses	\$ 12,156	\$ 12,349
Net Operating Income	\$ 8,192	\$ 8,591
Interest Income & Other	531	(300)
Interest Charges	(3,372)	(1,657)
Contributions	37	108
Net Income	\$ 5,388	\$ 6,742
Capital Expenditures	3,588	3,305

GENERATION SYSTEM HIGHLIGHTS THROUGH SEPTEMBER

- Operations & Maintenance expenditures are higher than budget due to the timing of spending on some large maintenance projects.
- Capital expenditures are under budget primarily due to timing and schedules of Jackson projects and should be close to budget by year-end.





BUSINESS OF THE COMMISSION

Meeting Date: November 1, 2022

Agenda Item: 10A

TITLE

Governance Planning Calendar

SUBMITTED FOR: Governance Planning

Commission

Department

Allison Morrison

Contact

8037

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

- Broadband

Governance Planning Calendar – 2022

November 1, 2022

Morning Session:

- Media
- Pole Attachment Rates Update
- ~~Net Billing Pilot Extension~~ (moved to December 6)
- Energy Storage Update
- Commencement of District's Consideration of New PURPA Standards

Afternoon Session:

- Public Hearing:
 - Continue Public Hearing on the 2023 Proposed Budget
- Public Hearing and Action:
 - WSDOT Easement
- Governance Planning Calendar

November 14, 2022

Special Meeting:

- Broadband

Governance Planning Calendar – 2022

November 15, 2022

Morning Session:

- Community Engagement
- Legislative
- Dish Network MLA
- Connect Up Quarterly Update
- **SNO911 MLA**

Afternoon Session:

- Public Hearing:
 - Continue Public Hearing on the 2023 Proposed Budget
- Public Hearing and Action:
 - Pole Attachment Rates
 - Net Billing Pilot Extension
- Monitoring Report:
 - 3rd Quarter Financial Conditions and Activities Monitoring Report
- Adopt Regular Commission Meeting Dates for the Year 2023
- Governance Planning Calendar

December 6, 2022

Morning Session:

- Media
- Finance Audit Activity
- 2023-2027 Strategic Plan Approval
- **Net Billing Pilot Extension**

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

Governance Planning Calendar – 2022

December 13, 2022

Special Meeting:

- Broadband

December 20, 2022

Morning Session:

- Community Engagement
- Legislative
- 2023 Rate Discussion

Afternoon Session:

- Public Hearing and Action:
 - Disposal of Surplus Property - 1st Quarter
 - Confirm Final Assessment Roll for LUD No. 65
 - **Net Billing Pilot Extension**
- Adopt 2023 Governance Planning Calendar

Governance Planning Calendar – 2022

2022 Year-at-a-Glance Calendar

January

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
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30	31					

February

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27	28					

March

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27	28	29	30	31		

April

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May

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22	23	24	25	26	27	28
29	30	31				

June

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26	27	28	29	30		

July

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24	25	26	27	28	29	30
31						

August

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September

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October

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23	24	25	26	27	28	29
30	31					

November

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20	21	22	23	24	25	26
27	28	29	30			

December

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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****

EXECUTIVE SESSION

Tuesday, November 1, 2022

At the Conclusion of the Afternoon Session of the Regular Meeting

Discussion of Computer and Telecommunications Security Risk Assessments -
Approximately 90 minutes.