

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

December 6, 2022

CONVENE REGULAR MEETING – 8:00 a.m. – Commission Meeting Room

Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link
<https://us06web.zoom.us/j/84305119614?pwd=VUdRWlpwY0lDVkFFTk0rZzA2WXhZUT09>
- Dial in: (253) 215-8782
- Meeting ID: 843 0511 9614
- Passcode: 031529

1. OFFICE OF THE WASHINGTON STATE AUDITOR (SAO)

A. Exit Conference

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

2. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. Media
 - 2. Other
- B. [Audit Activity Update](#)
- C. [Mt. Index River Sites Community Club Access Easement](#)
- D. [Investment Policy Updates](#)
- E. [Pilot Small Distributed Generation Rate Schedule](#)

EXECUTIVE SESSION – Recess into Executive Session to Review the Performance of a Public Employee – Training Center Room 1

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

3. RECOGNITION/DECLARATIONS

A. [Employee of the Month for December – Suzy Oversvee](#)

4. 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 →

5. CONSENT AGENDA

- A. [Approval of Minutes for the Regular Meeting of November 15, 2022](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

6. PUBLIC HEARING AND ACTION

- A. [Consideration of a Resolution Adopting the 2023 Budget for Public Utility District No. 1 of Snohomish County, Washington](#)

7. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [Consideration of a Motion Accepting the Financial Planning and Budgeting Monitoring Report](#)
- B. [Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement With DISH Wireless, LLC., Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property](#)
- C. [Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement With SNO911 and a Memorandum of Understanding With SNO911 and the City of Mountlake Terrace](#)
- D. [Consideration of a Resolution Amending the 2021 Clean Energy Implementation Plan With a Climate Commitment Act Appendix](#)

8. COMMISSION BUSINESS

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [Consideration of Election of Commission Officers for the Year 2023](#)
- D. [2022 Budget, Forecast, and Major Project Status Report – October](#)

9. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)
- B. [Proposed 2023 Governance Planning Calendar](#)

ADJOURNMENT

The next scheduled regular meeting is December 20, 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: December 6, 2022

Agenda Item: 2

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

AUDIT ACTIVITY UPDATE

DECEMBER 6, 2022



Presented by: Julia Anderson, Senior Manager/Controller/Auditor

AUDIT SUMMARY

<u>Audit</u>	<u>Progress</u>	<u>Auditors</u>	<u>Description/Results</u>	<u>Comments</u>
2021 PUD Financial Statements	Complete	Moss Adams	Verification of financial reporting	Unqualified opinion no exceptions noted
2021 Federal Single Audit	Complete	Moss Adams	Verification of eligible costs and proper expenditures	Unqualified opinion no exceptions noted
2022 PUD Financial Statements	In Progress	Moss Adams	Verification of financial reporting	2022 Interim audit work performed the week of November 14-18
VEBA Financial Statements	Complete	Moss Adams	Verification of eligibility, proper claims payment and audit of financial statements	Unqualified opinion no audit comments



AUDIT SUMMARY

<u>Audit</u>	<u>Progress</u>	<u>Auditors</u>	<u>Description/Results</u>	<u>Comments</u>
FEMA Grant Review-April 2014 Oso Landslide (4168)	In progress	State Emergency Management Personnel	Verification of eligible and proper expenditures	State accounting review in progress for final payout
FEMA Grant Review-November 2015 Storm (4249)	Complete	State Emergency Management Personnel	Verification of eligible and proper expenditures	Waiting for close out paperwork
FEMA Grant Review-December 2018 Storm (4418)	In progress	State Emergency Management Personnel	Verification of eligible and proper expenditures	Working with State on payment voucher for FEMA funding
FEMA Grant Review-January 2020 Storm (4539)	In progress	State Emergency Management Personnel	Verification of eligible and proper expenditures	4 Projects obligated with FEMA 2 Mitigation Projects Pending FEMA review



AUDIT SUMMARY

<u>Audit</u>	<u>Progress</u>	<u>Auditors</u>	<u>Description/Results</u>	<u>Comments</u>
FEMA Grant Review-January 2021 Storm (4593)	In Progress	State Emergency Management Personnel	Verification of eligible and proper expenditures	2 Projects Obligated, 1 Project pending development is under final review
FEMA Grant Review-November 2021 Storm (4635)	In Progress	FEMA Region 10 CRC	Verification of eligible and proper expenditures	2 Projects Obligated, 1 Project pending development is under final review – Camano Island costs only
Leasehold Excise Tax Audit	Complete	Washington State Dept of Revenue	Verification of proper payment of leasehold excise tax on rental income	No significant audit adjustments



AUDIT SUMMARY

<u>Audit</u>	<u>Progress</u>	<u>Auditors</u>	<u>Description/Results</u>	<u>Comments</u>
State of Washington 2021 Accountability Audit	Complete	State Auditor's Office	Verification of compliance with State laws and internal policies	2021 audit work was performed in September-October; No findings
State of Washington 2021 CPA Financial Audit Review	Complete	State Auditor's Office	Verification of Financial Statement audit work performed by Moss Adams	No exceptions
State of Washington 2021 CPA Single Audit Review	Complete	State Auditor's Office	Verification of Federal Audit work performed by Moss Adams	No exceptions



AUDIT SUMMARY

<u>Audit</u>	<u>Progress</u>	<u>Auditors</u>	<u>Description/Results</u>	<u>Comments</u>
Clean Energy Transformation Act	Complete	State Auditor's Office	Verification of compliance with the program for the period of January 1, 2019, to December 31, 2021	One exception noted related to reporting requirements
EIA-Energy Conservation Target	Complete	State Auditor's Office	Verification of energy efficiency target measures for the biennial period ending December 31, 2023	Achievement audit work will be performed in 2024
EIA-Energy Conservation Acquisitions	Complete	State Auditor's Office	Verification of energy efficiency target measures for the biennial period ending December 31, 2021	No exceptions noted
EIA-Renewable Energy	Complete	State Auditor's Office	Verification of the renewable energy requirements	No exceptions noted



Mt. Index River Sites Community Club Access Easement

Maureen Barnes, Manager, Real Estate Services
Brad Spangler, Senior Manager Generation
December 6, 2022



Mt. Index River Sites Community Club (MIRCC) Easement

- The purpose of this presentation is to:
 - Inform the Board of an upcoming request to declare surplus a portion of road located across District fee owned land and allow Real Estate Services to execute an easement for access
 - Answer any questions regarding impacts, and long-term maintenance
- Request of the Board is to receive approval to move forward, schedule a Public Hearing, and vote via a Resolution

MIRCC Easement - Background

- The District owns a number of parcels in the Sunset Falls area
- MIRCC is requesting a road easement which is utilized by the property owners for ingress/egress to their parcels
- The total easement area is approximately 1,540 ft or 0.30 of a mile
- The compensation is offset by the mutual benefit of road area maintenance

MIRCC Easement

- The easement will cross through three (3) District owned parcels
- The access easement is within an already established road, which District staff will continue to utilize
- The access easement **will not** grant public access and use rights
- There is a locked gate to gain entry to the subdivision

Visual Depiction



Facts and Next Steps

- No District equipment, facilities, or access will be impacted
- District staff have reviewed and approved this request
- Legal has reviewed and approved the easement language
- Real Estate Services recommends approving this request
- Return to Commission on December 20, 2022, for a Public Hearing and vote on this Resolution

Questions?



Investment Policy Updates

December 6, 2022

Lauren Way, Deputy Treasurer

Angela Johnston, Treasurer

Overview

Purpose

- Brief the Board on proposed changes to the Investment Policy

Board Action Items

- Approve the Investment Policy changes and associated Resolution at the December 20, 2022, Commission Meeting

Background

- Current Investment Policy adopted through Resolution No. 5714 in April 2015
- Policy updates proposed by the Investment Review Committee are to be recommended for action by the Board
- Current proposed updates collaborated with:
 - Investment Advisor, Chandler Asset Management
 - Investment Review Committee
 - Legal

Summary of Proposed Changes

- General and administrative updates to align policy with current operations and industry standards
 - Added maximum callable security constraints
 - Added language pertaining specifically to investment of bond proceeds
 - Added glossary of commonly used investment terms
- Expand authorized asset classes permitted by the Revised Code of Washington 39.59 Public Funds – Authorized Investments
 - Municipal Bonds – maximum 20% total, 5% per issuer
 - Supranational Securities – maximum 10% total, 5% per issuer

Investing in Regional and Socially Responsible Bonds

High quality issuers add diversification to the portfolio providing opportunity for increased returns with minimal risk

- Municipal Bonds
 - State of Washington bonds
 - Local Government bonds within the State of Washington
- Supranational Bonds (AAA)
 - Formed by two or more central governments with the purpose of promoting economic development
 - Investment strategy limited to Washington D.C. based institutions
 - International Bank for Reconstruction and Development
 - International Finance Corporation
 - Inter-American Development Bank

Questions?

Pilot Small Distributed Generation Rate Schedule

December 6, 2022

Brian Booth – Senior Manager of Rates, Economics, & Energy Risk Management

Peter Dauenhauer – Principal Utility Economist

Prior Presentation: March 9, 2021

Agenda and Purpose

- ❑ Background
- ❑ Pilot Goals and Mechanics
- ❑ State of the Pilot
- ❑ Seeking Approval to:
 - ❑ Extend pilot by additional year
 - ❑ Update pricing
 - ❑ Open pilot to general customers



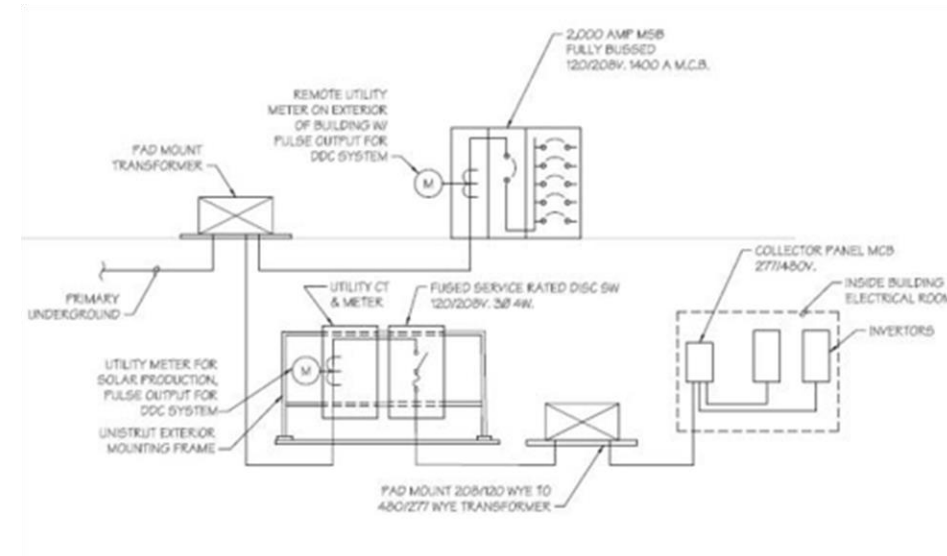
Background

❑ District's Small Renewables Program

- ❑ Applies to parallel Distributed Generation (DG) >100 KW and <2 MW
- ❑ Power Purchased Agreement (PPA), renewed every 1-5 years
 - ❑ All customer produced kWh are purchased by PUD via PPA
 - ❑ Manual agreement and payment processes
- ❑ All incoming power charged standard PUD Rate
 - ❑ Customer DG system is electrically separated from DG customer load

❑ Pilot Small Distributed Generation Rate Schedule

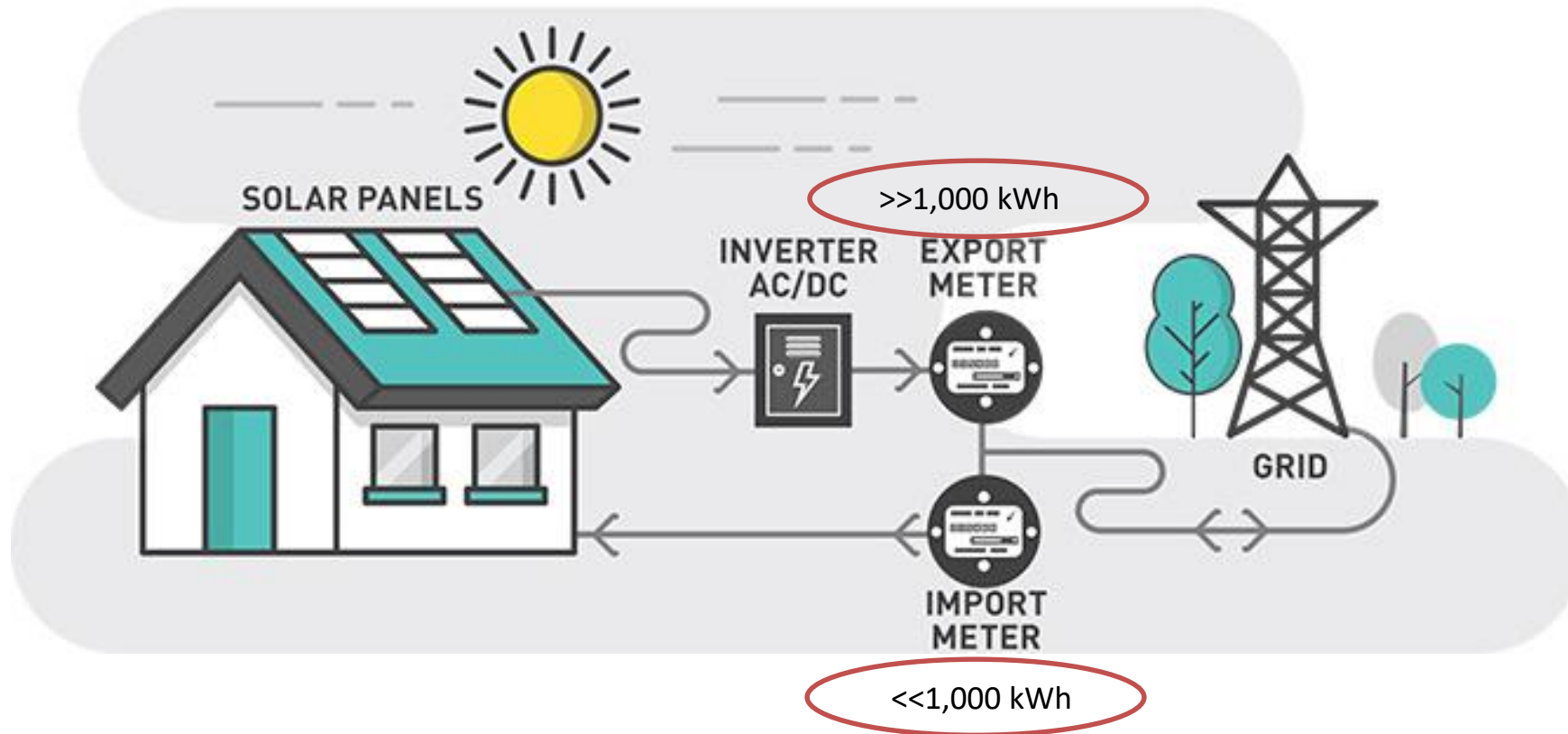
- ❑ Adopted March 19, 2019
 - ❑ Limited availability
 - ❑ Set pricing for all customer generation that flows to the District
 - ❑ Electrically connected to customer load behind the meter
- ❑ March 9, 2021: Pilot extended through the end of 2022



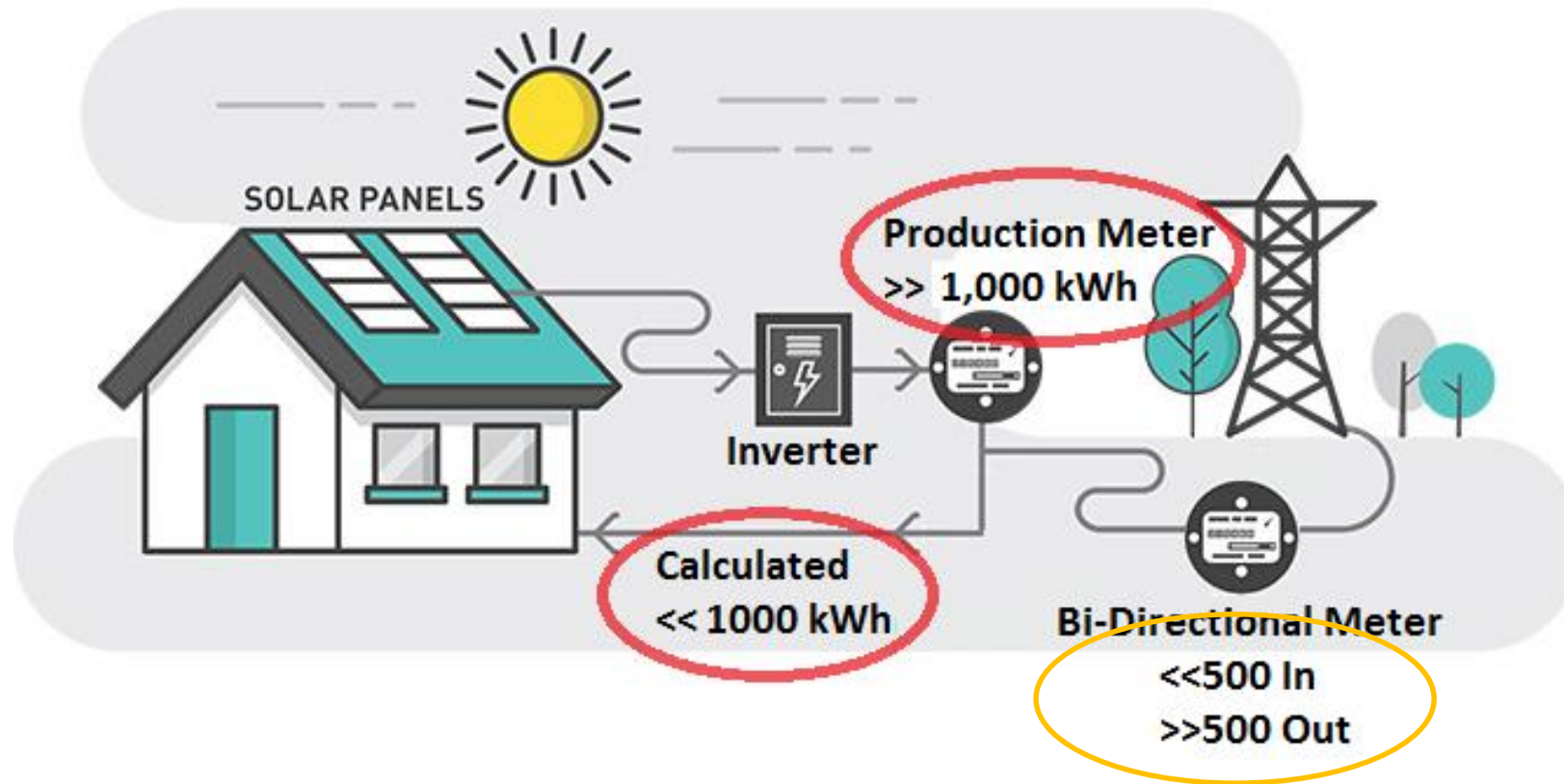
Pilot Goals

- ❑ Addresses solar customers' (>100 KW) desires to net their consumption with their generation
- ❑ Helps the District remain financially balanced
- ❑ Tests a net billing model in limited, not-for-profit market
- ❑ Enhances District's forward-looking community-based solutions
 - ❑ Research of mid-sized Distributed Generation (DG) solutions; data collection, analysis
 - ❑ Simplify District's interconnection process and design for DG >100 kW and <200 kW
 - ❑ Enhance low-income community support

Small Renewables Program Metering Layout



Net Billing Construct



Current Participants

❑ HopeWorks Station LLC / Hope Works

- ❑ 65-unit low-income apartments, plus commercial spaces
- ❑ Net zero goal, tied to State funding for project
- ❑ 193 KW solar photovoltaic (PV)
- ❑ A&R Solar installer
- ❑ Desire to consume kWh generated on site



❑ Berkshire Housing LLC. / Catholic Housing Services

- ❑ 65-unit low-barrier apartments, common areas
- ❑ Everett Safe Streets
- ❑ Net zero goal, tied to State funding for project
- ❑ 199 KW solar PV
- ❑ A&R Solar installer
- ❑ Desire to consume kWh generated on site



State of the Pilot

- ❑ HopeWorks Station began generating in August 2019 and opened its doors to residents in October 2019. Solar PV generation remains a key asset, offsetting building operations costs.
- ❑ Berkshire/Catholic Housing/Clare's Place opened their doors in August 2019 and began generating in May 2020 (delayed by mid-project system design change). Like HopeWorks, the PV helps offset operational costs, greatly adding to ongoing affordability for the not-for-profit owner and residents.
- ❑ Who else might want to participate?
 - ❑ Housing Authorities
 - ❑ Local/Tribal governments
 - ❑ Schools
 - ❑ Mid-to-large sized businesses

Rate Making Notes

- Forecasted Energy Market

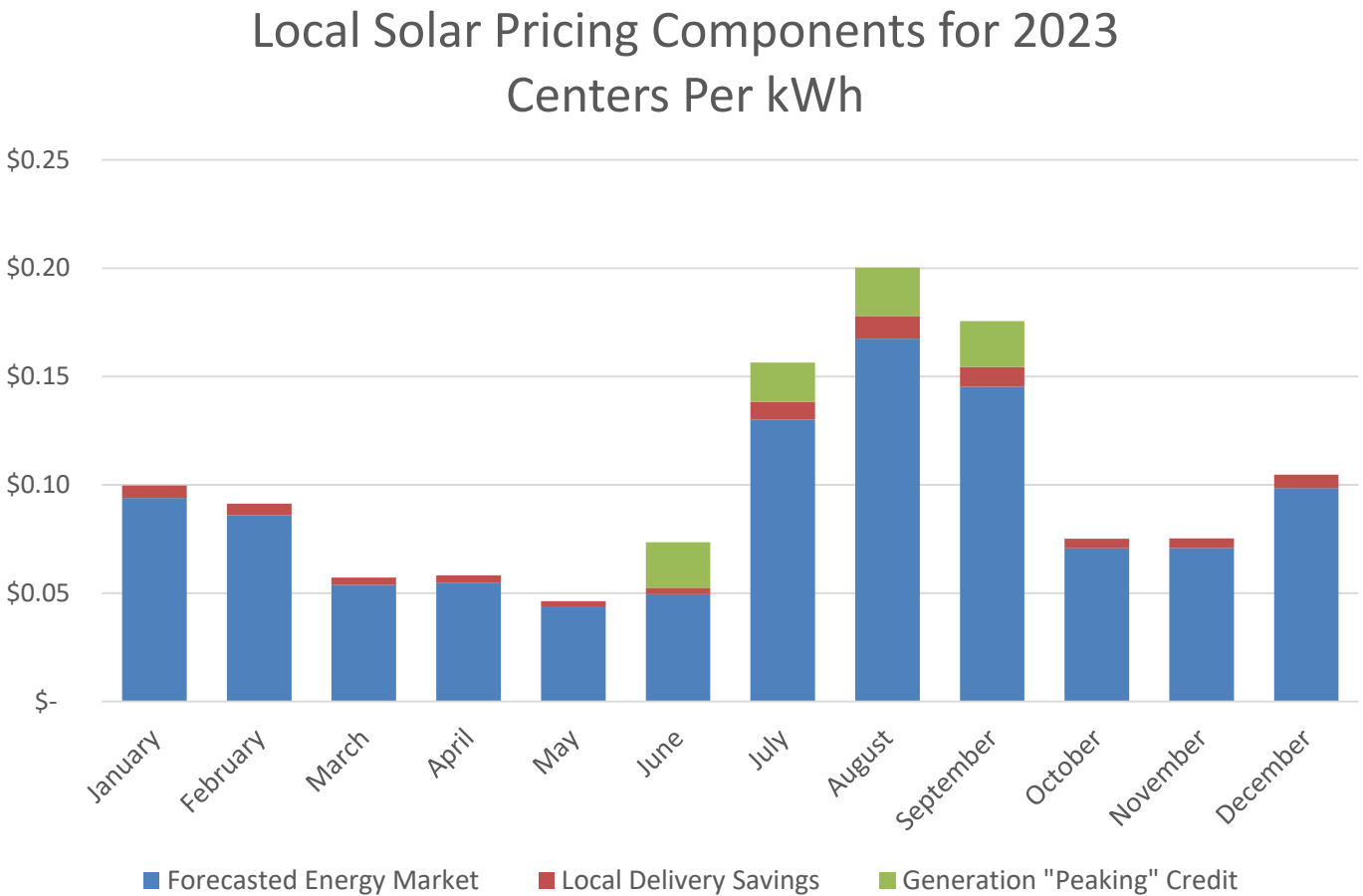
- Heavy Load / Light Load for Net Generation Shape
- Adjusted to Hourly Market Prices vs. Monthly Market

- Local Delivery Savings

- 2.05% Transmission Losses
- 4.15% Distribution Losses

- Generation “On-Peak” Credit

- Based on Integrated Resource Plan
- \$163K / MW-Year, November-February, July-August
- Strong contribution to June 2021 peak Summer day
- No contribution to December 2021 peak Winter day



Next Steps

- ❑ Return on December 20, 2022, for rates hearing
 - ❑ Extend the pilot rate schedule through 2023
 - ❑ Open the pilot up to a limited number of currently-ineligible additional customers
- ❑ If approved, develop a long-term pricing strategy for commission consideration in late 2023
 - ❑ Explore long-term market-based rates, avoided-cost methods, and more!
 - ❑ Stakeholder outreach
- ❑ Special thanks to Doug O'Donnell!
- ❑ Any questions?

EXECUTIVE SESSION

Tuesday, December 6, 2022

Discussion to Review the Performance of a Public Employee – Approximately 30 Minutes



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 3A

TITLE

Employee of the Month for December – Suzy Oversvee

SUBMITTED FOR: Recognition/Declarations

Human Resources	Traci Brumbaugh	8531
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:		
Estimated Expenditure:		Presentation Planned <input checked="" type="checkbox"/>

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

The December 2022 Employee of the Month is Suzanne “Suzy” Oversvee, Senior Customer and Energy Services Program Manager.

Suzy began her career with the PUD on March 3, 2008, as a Utility Analyst in the Energy Efficiency department.

In 2010, she was promoted to Assistant Energy Efficiency Manager for Residential Programs, which was a temporary assignment supported under a government economic stimulus grant called the American Recovery and Reinvestment Act (ARRA).

Suzy was promoted again in 2012, to Energy Efficiency Programs Manager in Community Energy Efficiency. After several transfers and reorganizations, Suzy was promoted in 2019, to Senior Customer and Energy Service Program Manager, the position she holds today.

Suzy will be presented by her manager Shelley Pattison, Senior Manager, Strategic Partnerships.

List Attachments:

Employee Profile

December's Employee of the Month isn't afraid of a challenge. She's not afraid to be a pioneer and tackle a project that's never been attempted before at the District. Her dedication and tenacity have allowed projects such as community solar at the Arlington Microgrid, DC Fast Chargers at the Electric Building and HopeWorks, and the South Everett Community Solar Project to come to fruition. Please join us in congratulating Suzy Oversvee, Senior Customer and Energy Services Program Manager on being our December 2022, Employee of the Month.

This year, the District made significant progress charging ahead to prepare for a future with more electrical vehicles in our service territory. Some of the projects that were completed were the installation of DC Fast Chargers at the Electric Building (EB) and at HopeWorks Station, and en route induction bus chargers for Everett Transit. These types of projects are complex, involve multiple outside partners, managing contractors, overcoming supply chain issues, and securing grant funds to help offset the costs. To be successful on projects like these takes an individual that is well-organized, industrious, and able to build and manage relationships with members of Team PUD, outside agencies, and funding providers. Over the years, Suzy's efforts have allowed the District to energize our community through important and innovative projects such as these.

Suzy began her career with the PUD on March 3, 2008, as a Utility Analyst in the Energy Efficiency Department. In 2010, she was promoted to Assistant Energy Efficiency Manager for Residential Programs, which was a temporary assignment supported under a government economic stimulus grant called the American Recovery and Reinvestment Act (ARRA). Suzy was promoted again in 2012, to Energy Efficiency Programs Manager in Community Energy Efficiency. After several transfers and reorganizations, Suzy was promoted in 2019, to Senior Customer and Energy Service Program Manager, the position she holds today.

"The District and our customers have greatly benefitted from Suzy's ability to keep complex projects organized, on-time, and compliant with the requirements of our grant providers," said Pam Baley, AGM Customer and Energy Services. "Suzy's passion for conservation and our customers is admirable. She consistently demonstrates our values by serving with pride, being willing to rise to challenges, and being committed to teamwork."

Many of the projects that Suzy leads involve extensive internal and external collaboration. Getting the two DC Fast Chargers installed at the EB involved working with employees from Rates, Accounting, Government Relations, Facilities, Engineering, Finance/systems support, Communications, and others. It also involved working with the City of Everett and contractors to overcome engineering and supply-chain challenges.

"Suzy as a person is always kind, respectful, patient, inclusive, and forward thinking," said colleague Sheri Miller, Customer and Energy Services Program Manager. "She carefully looks at all aspects of her work projects, is willing to hear all concerns, and perseveres to move through all the necessary steps for a successful result."

“Suzy's above and beyond efforts with the City of Everett really helped keep the Fast Charger project going, and ultimately get it to the finish line,” said David Popach, Engineer. “One of the bigger challenges we faced was a future bike lane that conflicted with the location of the chargers. Suzy worked closely with the City's team to help find a solution that worked for both parties, ensuring that both sides wouldn't be impacted by either project. Her communication efforts with the City and PUD management got us over what seemed to be an insurmountable roadblock at the time.”

Many of Suzy's team members highlighted that her ability to face roadblocks with patience, diplomacy, and ingenuity, helped her complete projects that at times seemed jammed up beyond saving.

“It's not just Suzy's ability to manage complex projects that makes her deserving of this recognition, it's her ability to do this while lifting up the team members around her,” said Shelley Pattison, Senior Manager Strategic Partnerships. “Suzy brings tenacity, leadership, and patience to her work, and this has allowed her to accomplish the seemingly impossible for our customers.”

Like all good leaders, Suzy couldn't resist the opportunity to acknowledge how her team has contributed to her success, “I'm always so grateful for everyone willing to lean in, particularly when the projects are challenging and not part of what we do every day. I love and appreciate working with so many thoughtful, creative, passionate, and patient teammates who volunteer their time and expertise outside of their day-to-day work to drive positive change at the District and in our community.”

COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 5A

TITLE

Approval of the Minutes for the Regular Meeting of November 15, 2022

SUBMITTED FOR: Consent Agenda

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

List Attachments:

Preliminary Minutes

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Regular Meeting

November 15, 2022

The Regular Meeting was convened by President Tanya Olson at 9:00 a.m. Those attending were Rebecca Wolfe, Vice-President (virtually); Sidney Logan, Secretary; Interim General Counsel Jeff Kallstrom; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones; Chief Information Officer Kristi Sterling; 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.

*** Items Taken Out of Order**

****Non-Agenda Items**

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Legislative. There were no questions on the Legislative report.
2. Other. Senior Manager, Transmission and Distribution System Operations and Engineering Mark Flury and Senior Manager, Regional Design and Construction Services Aaron Janisko provided a presentation at places, by reference made a part of the packet, on the November 2022 Windstorm.

B. Dish Wireless, LLC. Master License Agreement

Joint Use and Permits Administrator Beth Haskin provided a presentation on a Dish Wireless, LLC. Master License Agreement.

The next step would be consideration of a resolution for approval of the agreement at the December 6, 2022, Commission meeting.

C. SNO911 Communications Site Co-Location License Agreement

Manager, Telecommunications Nick Johnston provided a presentation on a SNO911 Communications Site Co-Location License Agreement.

The next step would be consideration of a resolution for approval of the agreement at the December 6, 2022, Commission meeting.

D. Grants to Utilities for Residential Customer Arrearages

Senior Manager, Energy Efficiency and Customer Innovations Jeff Feinberg provided an updated presentation on the Grants to Utilities for Residential Customer Arrearages.

The next steps would be to develop an internal and external communication strategy with

Corporate Communications, allocate grants to eligible customer balances by December 21, 2022, report the results of households served, and final allocation by March 1, 2023.

The meeting recessed at 10:00 a.m. and reconvened at 10:15 a.m.

E. Climate Commitment Act: Cost Burden Forecasting

Senior Manager, Power Supply Garrison Marr provided a presentation reviewing the Climate Commitment Act (CCA) final rules regarding Cost Burden.

The next steps would be to update the established Clean Energy Implementation Plan (CEIP) with an appendix containing a forecasted cost burden that is consistent with current loads and resources that are currently established in the CEIP but incorporates CCA compliance terms.

F. Western Resource Adequacy Program Update

Senior Manager Garrison Marr provided an update on the Western Resource Adequacy Program (WRAP). Included in the presentation was staff's analysis recommendation to wait on WRAP participation.

The next steps would be to return to the Commission in Spring 2023 and to continue operational preparations should the District become a WRAP participant.

G. Connect Up Program Commission Quarterly Update

Program Manager, Kevin Laverling; and the Connect Up cross functional team provided a quarterly update on the Connect Up Program. The presentation included the continued System Integration Testing and Base Station Network Installation, continue the monitoring of the meter delivery forecast to update the Meter Deployment Plans and Meter Exchanger Hiring Plans.

The next steps would be Commission approval of the Z2 Amendment 4 at the December 6, 2022, Commission meeting and Aclara Contract Amendment consideration in January 2023. The next Commission Quarterly Update is scheduled for March 2023.

The meeting recessed at 11:54 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 (virtually); Sidney Logan, Secretary; Interim General Counsel Jeff Kallstrom; Assistant General Managers Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones; Chief Information Officer Kristi Sterling; other District staff; members of the public; Commission & Executive Services Director Melissa Collins; 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**

**Assistant General Manager Distribution & Engineering, Guy Payne recognized PUD crews and staff that worked on storm restoration efforts during the November 2022 Windstorm.

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.
- Alex Kassandra

3. CONSENT AGENDA

- A. Approval of Minutes for the Special Meeting of October 27, 2022, and the Regular Meeting of November 1, 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:

Request for Proposal No. 22-1289-SR with Mercer Health & Benefits LLC

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

Miscellaneous CW2249671 with SuccessFactors, as SAP Company

Miscellaneous Purchase Order Number 4500080349 with Grid Solutions US LLC
dba

GE Renewables Grid LLC ("GE")

Miscellaneous Purchase Order Number 4500080350 with Grid Solutions US LLC
dba

GE Renewables Grid LLC ("GE")

Miscellaneous Purchase Order Number 4500080371 with City of Seattle
Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

Purchase Order Number 4500080162 with Global Rental Company

Amendments:

None

Sole Source Purchase Recommendations:

None

Emergency Declarations, Purchases and Public Works Contracts:

November 4, 2022, Declaration of Major Emergency for a Weather Event

Purchases Involving Special Facilities or Market Condition Recommendations:

None

Formal Bid and Contract Amendments:

Miscellaneous No. CW2223266 with Proofpoint, Inc.

Professional Services Contract No. CW2233244 with Spinal Health Consultants,
Inc.

Professional Services Contract No. CW2241172 with Sherelle Gordon dba
RootWorks

LLC

Professional Services Contract No. CW2247494 with Morgan Lewis & Bockius
LLP

Contract Acceptance Recommendations:

Public Works Contract No. CW2246432 with D & G Backhoe, Inc.

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

Commissioner Wolfe proposed a motion to remove the November 1, 2022, Regular Meeting minutes from the Consent Agenda.

A motion unanimously passed approving the removal of the November 1, 2022, Regular Meeting minutes from the Consent Agenda.

Commissioner Olson continued a motion to approve Agenda items 3A – Approval of Minutes for the Special Meeting of October 27, 2022; 3B - Bid Awards, Professional Services Contracts and Amendments; 3C - Consideration of Certification/Ratification and Approval of District Checks and Vouchers as amended.

A motion unanimously passed approving Agenda items 3A – Approval of Minutes for the Special Meeting of October 27, 2022; 3B – Bid Awards, Professional Services Contracts and Amendments; 3C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers as amended.

Commissioner Olson called for a motion to approve the minutes for the Regular Meeting of November 1, 2022. Commissioner Wolfe made a motion to amend the minutes of the Regular Meeting of November 1, 2022. The Board discussed the motion.

Commissioner Olson called for the vote to amend the minutes as proposed by Commissioner Wolfe.

The motion failed to amend the minutes as proposed by Commissioner Wolfe.
Commissioner Olson: Nay: Commissioner Wolfe: Aye: Commissioner Logan: Nay.

Commissioner Olson continued a motion to approve the minutes of the Regular Meeting of November 1, 2022, as provided in the packet.

A motion unanimously passed approving the minutes of the Regular Meeting of November 1, 2022, as provided in the packet.

4. PUBLIC HEARING

A. Continue Public Hearing on the 2023 Proposed Budget

President Olson opened the public hearing.

Financial Planning Manager Sarah Bond provided a presentation continuing the discussion of the 2023 proposed budget for the electric and water systems 5-year forecast.

The 2023 Budget remaining hearing schedule was as follows:

December 6, 2022
Adoption of the 2023 Budget

A motion unanimously passed continuing the public hearing on the 2023 Proposed Budget to Tuesday, December 6, 2022, at 1:30 p.m. at 2320 California Street in Everett, WA.

5. PUBLIC HEARING AND ACTION

A. Consideration of a Resolution Approving Increased Fees Payable by Licensees of Space on District Utility Poles

President Olson opened the public hearing.

There being no questions from the Board or the public; the public hearing was closed.

A motion unanimously passed approving Resolution No. 6089 approving increased fees payable by licensees of space on District utility poles.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consideration of a motion accepting the 3rd Quarter 2022 Financial Conditions and Activities Monitoring Report

Senior Manager, Controller and Auditor Julia Anderson provided a presentation on the 3rd Quarter 2022 Financial Condition and Activities Monitoring Report.

A motion unanimously passed accepting the 3rd Quarter 2022 Financial Conditions and Activities Monitoring Report.

- B. Consideration of a Resolution Adopting a Plan or System of Additions to and Extensions of the District's Water Utility; Declaring the Intention of the Board of Commissioners to Form Water Local Utility District No. 65 to Carry Out That Plan; and Fixing the Date, Time, and Place for a Public Hearing on Formation of the Proposed Local Utility District and Confirmation of the Assessment Roll

A motion unanimously passed approving Resolution No. 6090 adopting a plan or system of additions to and extensions of the District's Water Utility; declaring the intention of the Board of Commissioners to form Water Local Utility District No. 65 to carry out that plan and fixing the date, time, and place for a public hearing on formation of the proposed Local Utility District and confirmation of the assessment roll.

- C. 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 for the Design and Installation of a Portable, Interactive, Renewable Energy Education Microgrid Display to be Housed at the Arlington Microgrid Clean Energy Technology Center

A motion unanimously passed approving Resolution No. 6091 authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to execute an interlocal agreement with Snohomish County for the design and installation of a portable, interactive, renewable energy education microgrid display to be housed at the Arlington Microgrid Clean Energy Technology Center.

7. 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.

C. Consideration of a Resolution Establishing the Regular Meeting Dates of the Commission for the Year 2023

A motion unanimously passed approving Resolution No. 6092 establishing the regular meeting dates of the Commission for the year 2023.

8. GOVERNANCE PLANNING

A. Governance Planning Calendar

There were no changes to the Governance Planning Calendar.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of November 15, 2022, adjourned at 2:45 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 6th day of December, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 5B

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 (Page 1);
Request for Proposal No. 22-1329-SC with Sturgeon Electric Company, Inc.

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

Professional Services Contract Award Recommendations \$200,000 and Over (Page 2);
Professional Services Contract No. CW2249615 with US Bank, National Association

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

Interlocal Agreements and Cooperative Purchase Recommendations (Page 3);
Contracts:
Outline Agreement Number: 4600003687 with Anixter, Inc.
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 4 - 8);
Professional Services Contract No. CW2239483 with Z2 Solutions LLC
Professional Services Contract No. CW2241732 with Confluence Engineering Group LLC
Professional Services Contract No. CW2242399 with Stoel Rives LLP
Professional Services Contract No. CW2242537 with Robert Half International Inc. dba
Accountemps
Professional Services Contract No. CW2244435 with Goldfarb & Huck, Roth, Riojas
PLLC

Contract Acceptance Recommendations (Page 9);
Public Works Contract No. CW2238556 with JR Merit, Inc.

List Attachments:
December 6, 2022 Report

**Public Works Contract Award Recommendation(s) Over \$25,000
December 6, 2022**

RFP No. 22-1329-SC

Replace 142 Depreciated Poles and
Cables

No. of Bids Solicited:	18	
No. of Bids Received:	4	
Project Leader & Phone No.:	Andrea Nelson	Ext. 4394
Estimate:	\$1,150,000.00	

The project consists of furnishing all labor, tools, equipment, materials, and supplies, as specified, necessary to replace 142 depreciated poles and related cables. The work location is in Snohomish County, Washington.

<u>Contractor</u>	<u>Subtotal (w/o tax)</u>
Award To: Sturgeon Electric Company, Inc.	\$545,208.86
Wilson Construction Company	\$897,839.87
Potelco, Inc.	\$925,739.83
Cannon Constructors LLC	\$1,150,410.49

Summary Statement: Staff recommends award to Sturgeon Electric Company Inc., the low evaluated bidder, in the amount \$545,208.86, plus tax.

**Professional Services Contract Award Recommendation(s) \$200,000 And Over
December 6, 2022**

PSC No. CW2249615
Banking Services

No. of Bids Solicited:	N/A
No. of Bids Received:	Competitive Waiver
Project Leader & Phone No.:	Lauren Way, Ext. 8042
Contract Term:	1/1/2023 – 12/31/2027

Description: The District is in need of depository and other commercial banking related services.

	<u>Consultant</u>	<u>Not-to-Exceed Amount (tax n/a)</u>
Award To:	US Bank, National Association	\$360,000.00

Summary Statement: The District's current five-year contract with US Bank, National Association ("US Bank") expires 12/31/2022. US Bank has provided satisfactory and reliable commercial banking services for the District for several years, with the most recent contract awarded through a competitive request for proposal ("RFP") process completed in 2017.

US Bank currently provides competitive pricing and robust banking products to help streamline the District's banking activities. As a result, US Bank is heavily integrated with the District's internal systems. Accounts payable disbursements, fraudulent control bank files, payment clearing automation, and electronic check processing are a few of the large integrations that the District has with US Bank. In addition to these internal integrations, external payment processors of the District such as Chase Paymentech, Metavante, and Checkfree, as well as customers that pay the District through direct electronic funds transfer, are indirectly integrated with the District's bank.

Due to the satisfactory services provided by US Bank, and above-mentioned costs of transitioning financial institutions, District staff believe it is financially prudent to proceed with a new five-year contract with US Bank. To ensure responsible stewardship of District funds, District staff plans to issue a new RFP for banking services in 2027.

Staff recommends award to US Bank, National Association to provide the required commercial banking services for this new five-year term in the amount not to exceed \$360,000.00

By approval of this award recommendation, the Board authorizes the District's CEO/General Manager or his designee to enter into the necessary agreements with US Bank, National Association in a form approved by General Counsel, for provision of the necessary professional services for a not-to-exceed amount of \$360,000.00, in accordance with the terms and conditions mutually acceptable to the parties.

Cooperative Purchase Recommendations

December 6, 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 recommend approval of the following contracts/amendments:

CONTRACTS:

Awarded Vendor: Anixter, Inc	\$5,879,100.00
Outline Agreement Number: 4600003687	
Sourcewell Contract: 121218-WES	

Description of Purchase: This two-year term requirements contract for underground 1/0, primary and 1100 cable utilizes Anixter/Wesco's pricing structure with Okonite through Sourcewell contract 121218-WES. Cost is currently estimated as pricing for material will be invoiced based on indices at time of shipment.

Project Lead: Zeke Schellberg, Ext. 4313

Formal Bid and Contract Amendment(s)
December 6, 2022

PSC No. CW2239483

Connect Up Program Consulting

Contractor/Consultant/Supplier:	Z2 Solutions LLC
Project Leader & Phone No.:	Kevin Lavering Ext. 8343
Amendment No.:	4
Amendment:	\$2,100,000.00

Original Contract Amount: \$235,000.00

Present Contract Amount: \$3,535,000.00

Amendment Amount: \$2,100,000.00

New Contract Amount: \$5,635,000.00

Original Start/End: 1/22/20 - 12/31/2026

Present Start/End: 1/22/20 - 12/31/2026

New End Date: N/A

Summary Statement: Staff recommends approval of Amendment 4 to modify scope and increase the contract amount by \$2,100,000.00 for a total of \$5,635,000.00.

The initial purpose of the contract was to provide consulting expertise in support of the Planning and Procurement Phases of the Connect Up program. A previous amendment added the Implementation Phase to this agreement. With the Implementation Phase nearing completion, staff have prepared an amendment to add the Deployment Phase to the Consultant's scope of work, fees and schedule. Adding this phase was anticipated by the contract which allows fees and schedule to be determined later. The primary objectives of the Deployment Phase are to conduct and support the meter deployment team and the exchange of meters, provide and confirm network coverage assessments and to validate system testing and acceptance.

Summary of Amendments:

Amendment No. 1 approved by Commission on August 18, 2020, modified scope of work and added \$1,300,000.00.

Amendment No. 2 approved by Commission on August 3, 2021 modified scope of work and added \$2,000,000.00.

Amendment No. 3 dated December 14, 2021, modified scope of work and rate sheet.

Formal Bid and Contract Amendment(s)
December 6, 2022

PSC No. CW2241732
DWSRF Warm Beach Water
Treatment Study

Contractor/Consultant/Supplier:	Confluence Engineering Group LLC	
Project Leader & Phone No.:	Karen	425-309-4901
	Heneghan	425-397-3037
Amendment No.:	2	
Amendment:	\$150,000.00	

Original Contract Amount: \$148,902.00
Present Contract Amount: \$300,000.00
Amendment Amount: \$150,000.00
New Contract Amount: \$450,000.00

Original Start/End: 9/17/20 – 12/31/21
Present Start/End: 9/17/20 – 12/31/22
New End Date: 12/31/25

Summary Statement: Staff recommend approval of Amendment No. 2 to increase the contract by \$150,000.00 and extend the end date to 12/31/25.

The proposed increase in contract amount and time for Confluence Engineering Group are necessary to continue technical support for the treatment facilities located at the Warm Beach water system. Work will include fine-tuning the treatment changes that were implemented for Well 4 in 2022, continuing assistance with follow-up monitoring in the distribution system, optimizing filter backwashing, assisting with response to comments and questions from permitting reviews and as design is finalized for the further facility improvements, and assisting in start-up and monitoring after construction of the further improvements are completed. The extension to the end of 2025 considers that it could take a year or more for water quality to stabilize with pipe materials after start-up of the Well 2 corrosion control treatment.

Summary of Amendments:

Amendment No. 1 approved by the Commission June 15, 2021 increased the contract amount by \$151,098.00 and extend the contract term to 12/31/22 for continued support.

Formal Bid and Contract Amendment(s)
December 6, 2022

PSC No. CW2242399

Legal Services for Employee
Benefits and Deferred
Compensation Issues

Contractor/Consultant/Supplier:	Stoel Rives LLP
Project Leader & Phone No.:	Branda Andrade Ext 8657
Amendment No.:	2
Amendment:	\$150,000.00

Original Contract Amount: \$185,000.00
Present Contract Amount: \$260,000.00
 Amendment Amount: \$150,000.00
New Contract Amount: \$410,000.00

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: Staff recommends approval of Amendment No. 2 to increase contract amount by \$150,000.00 so that Counsel may continue to provide advice and recommendations regarding employee benefits and deferred compensation including retirement, health and other welfare benefits.

Summary of Amendments:

Amendment No 1 approved by the Commission on August 1, 2022 increased contract amount by \$75,000.00 so that Counsel could continue to provide advice and recommendations regarding employee benefits and deferred compensation including retirement, health and other welfare benefits.

Formal Bid and Contract Amendment(s)
December 6, 2022

PSC No. CW2242537

General Accounting
Labor Resources

Contractor/Consultant/Supplier:	Robert Half International Inc. dba Accountemps
Project Leader & Phone No.:	Shawn Hunstock Ext. 8497
Amendment No.:	5
Amendment:	\$100,000.00

Original Contract Amount: \$199,999.00
Present Contract Amount: \$499,999.00
Amendment Amount: \$100,000.00
New Contract Amount: \$549,999.00

Original Start/End: 12/3/20 – 12/31/21
Present Start/End: 12/3/20 – 12/31/22
New End Date: 12/31/23

Summary Statement: Staff recommends approval of Amendment No. 5 to increase the contract amount by \$100,000.00. The increase will accommodate anticipated needs through 2023 and helps the Finance Department maintain continuity during staff vacancies and turnover.

Summary of Amendment:

Amendment No. 1 dated April 26, 2021 extended contract term to December 31, 2022 and added a Senior Accountant Consultant to the scope of work.

Amendment No. 2 approved by the Commission December 21, 2021 increased the contract amount by \$100,000.00 for continued support.

Amendment No. 3 approved by the Commission July 19, 2022 increased the contract amount by \$150,000.00 for continued support.

Amendment No. 4 dated October 31, 2022 change the District Project Leader from Angela Johnston to Shawn Hunstock.

Formal Bid and Contract Amendment(s)
December 6, 2022

PSC No. CW2244435
Employee Litigation

Contractor/Consultant/Supplier:	Goldfarb & Huck, Roth, Riojas PLLC	
Project Leader & Phone No.:	Branda Andrade	Ext 8657
Amendment No.:	3	
Amendment:	\$75,000.00	

Original Contract Amount: \$50,000.00
Present Contract Amount: \$300,000.00
Amendment Amount: \$75,000.00
New Contract Amount: \$370,000.00

Original Start/End: 6/1/21 – 6/1/22
Present Start/End: 6/1/21 – 6/1/24
New End Date: N/A

Summary Statement: Staff recommend approval of Amendment 3 to increase contract amount by \$75,000.00 so that Counsel may continue to advise and represent the District with current employment litigation concerning a former employee and a current employee. Counsel will also advise and represent the District with several tort litigations and other matters as directed by the General Counsel or their designee.

Summary of Amendments:

Amendment No. 1 approved by Commission on October 4, 2021 increased contract amount by \$250,000.00 so that Counsel may continue to advise and represent the District with current employment litigation concerning a former employee and a current employee. Counsel will also advise and represent the District with several tort litigations and other matters as directed by the General Counsel or her designee.

Amendment No. 2 dated April 12, 2022 extend contract to June 1, 2024 so that Counsel may continue to advise and represent the District with current employment claims and litigation concerning a former employee and to advise and represent the District with tort claims, future employment litigations and other matters as directed by the General Counsel or their designee.

Contract Acceptance Recommendations(s)
December 6, 2022

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

PWC No. CW2238556

2019-20 Craft Maintenance Services
For Generation Facilities

Contractor:	JR Merit, Inc.	
Start/End:	10/21/19 – 4/15/22	
Evaluator & Phone No.:	Eric Schneider	Ext. 8624
No. of Amendments:	4	
Retained Fund:	\$63,925.16	

Original Contract Amount: \$456,840.80

Total Amendment Amount: \$821,662.04

Final Contract Amount: \$1,278,502.84

Summary Statement: None.



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 5C

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 6th day of December 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	1119684 - 1120976	\$859,957.54	2 - 42
Electronic Customer Refunds		\$14,504.49	43 - 46
WARRANT SUMMARY			
Warrants	8071095 - 8071357	\$5,509,291.31	47 - 55
ACH	6033855 - 6034255	\$5,409,167.30	56 - 68
Wires	7002677 - 7002699	\$27,761,100.87	69
Payroll - Direct Deposit	5300000724 - 5300000724	\$6,314,670.63	70
Payroll - Warrants	844777 - 844813	\$96,735.35	70
Automatic Debit Payments	5300000718 - 5300000728	\$6,435,398.31	71
	GRAND TOTAL	\$52,400,825.80	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119684	DEREK WARD	\$5,000.00
11/7/22	1119685	LARRY CRONIN	\$1,660.47
11/7/22	1119686	LAURA BALLARD	\$1,768.68
11/7/22	1119687	VICKI FOX	\$1,539.72
11/7/22	1119688	GREG DAVIES	\$2,255.40
11/7/22	1119689	RHONDA GENDRON	\$261.94
11/7/22	1119690	DENNIS GOULD	\$978.18
11/7/22	1119691	JACK NUHSE	\$381.81
11/7/22	1119692	DIANNE FRAZIER	\$866.67
11/7/22	1119693	DELBERT DOTY	\$2,498.79
11/7/22	1119694	JEANINE SANCLEMENTE	\$982.38
11/7/22	1119695	BRYCE RIDDELL	\$2,008.02
11/7/22	1119696	D KNOBBS	\$1,280.34
11/7/22	1119697	ROD MCGILLIVRAY	\$2,087.82
11/7/22	1119698	LAURI HARPER	\$973.62
11/7/22	1119699	CHERI PRUDNICK	\$1,488.06
11/7/22	1119700	JACOB THOMAS	\$1,666.84
11/7/22	1119701	CHRISTINE OLDHAM	\$1,124.55
11/7/22	1119702	TODD SCHRAM	\$1,897.02
11/7/22	1119703	ALANA LITTLE	\$276.78
11/7/22	1119704	ERIN ARGUELLES	\$2,163.78
11/7/22	1119705	RASA RAISYS	\$1,212.12
11/7/22	1119706	BERYL KNAUTH	\$939.96
11/7/22	1119707	JESSICA BERG	\$1,568.52
11/7/22	1119708	YVETTE GOODWIN	\$1,378.62
11/7/22	1119709	LAURENCE MICKELSON	\$803.68
11/7/22	1119710	CORI FASY	\$1,393.95
11/7/22	1119711	BRYAN MIZE	\$620.46
11/7/22	1119712	ARTHUR BUONAMIA	\$1,803.34
11/7/22	1119713	MARK EARLY	\$1,216.80
11/7/22	1119714	AKSHAY SHAH	\$1,183.32
11/7/22	1119715	FLORA CHRISTOPHERSON	\$1,045.59

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119716	WAYNE BEHNER	\$0.18
11/7/22	1119717	RUTH BRANDAL	\$1,197.72
11/7/22	1119718	STEPHANIE BATES	\$2,281.68
11/7/22	1119719	RUSS TILTON	\$1,014.72
11/7/22	1119720	PATRICIA SMITH	\$257.58
11/7/22	1119721	DEBRA CAMPBELL	\$1,355.52
11/7/22	1119722	JERADIAH BAUER	\$1,146.39
11/7/22	1119723	PHILIP SKOOG	\$928.62
11/7/22	1119724	MARK EKMAN	\$1,696.80
11/7/22	1119725	MARK BROCIUS	\$2,243.01
11/7/22	1119726	JADE NG	\$1,802.43
11/7/22	1119727	JR CHARLES PITTMAN	\$1,234.59
11/7/22	1119728	MICAH WESSMAN	\$1,084.86
11/7/22	1119729	TODD BROWN	\$1,097.67
11/7/22	1119730	ELIZABETH PANTLEY	\$577.12
11/7/22	1119731	MARY GAY	\$1,444.80
11/7/22	1119732	SCOTT YANAGIDA	\$1,364.32
11/7/22	1119733	JOSHUA ARMSTRONG	\$1,185.80
11/7/22	1119734	NWI TEAM LLC	\$2,071.98
11/7/22	1119735	JULIA ALLEN	\$1,902.42
11/7/22	1119736	JOHN RANDLE	\$625.68
11/7/22	1119737	EVERETT DE LEON	\$1,848.24
11/7/22	1119738	DANIEL LOKIC	\$896.07
11/7/22	1119739	MANJUNATH VAGADURGI	\$1,733.40
11/7/22	1119740	COURTNEY JACOBSON	\$815.40
11/7/22	1119741	JAMIE EASTERLY	\$812.52
11/7/22	1119742	MIKKA PARK	\$806.82
11/7/22	1119743	CARY BRENCHLEY	\$714.06
11/7/22	1119744	LEONA BENSON	\$1,078.00
11/7/22	1119745	MELISSA GOODWIN	\$956.88
11/7/22	1119746	NANCY ANDERSON	\$1,545.66
11/7/22	1119747	DONALD FLEMING	\$1,550.64

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119748	YEVDOKIYA GLINSKAYA	\$950.71
11/7/22	1119749	ALYSSA STICKNEY	\$1,676.64
11/7/22	1119750	THOMAS DELLAY	\$1,397.52
11/7/22	1119751	REGINA MOORE	\$1,847.79
11/7/22	1119752	SHELLEY MORTINSON	\$1,099.56
11/7/22	1119753	NICHOLAS MILLER	\$1,023.33
11/7/22	1119754	RONALD UHLMAN	\$789.60
11/7/22	1119755	JEFFREY TIMMERMAN	\$1,150.02
11/7/22	1119756	WESLEY FRAZIER	\$2,123.10
11/7/22	1119757	JEFFREY THOMPSON	\$291.20
11/7/22	1119758	JAMES BOWMAN	\$230.58
11/7/22	1119759	NANCY WILLIAMS	\$1,884.96
11/7/22	1119760	DWIGHT BICKEL	\$1,171.26
11/7/22	1119761	FRANCES FORSYTHE	\$1,260.42
11/7/22	1119762	KEVIN SUMMERS	\$1,948.32
11/7/22	1119763	DEBRA NORTHEY	\$1,807.89
11/7/22	1119764	LINCOLN HILL RETIREMENT COMMUNITY	\$9,891.20
11/7/22	1119765	KERRY HORNER	\$1,673.49
11/7/22	1119766	TIFFANY BIDNE	\$897.84
11/7/22	1119767	DOUG HERTZOG	\$1,519.02
11/7/22	1119768	LINDA UPCHURCH	\$1,039.71
11/7/22	1119769	RAINBOW BRIDGE ASSOCIATES LLC	\$146.70
11/7/22	1119770	RANDY PRUDEN	\$1,301.58
11/7/22	1119771	LOREN VAN LOO	\$900.90
11/7/22	1119772	MARGARET FYNN	\$1,784.52
11/7/22	1119773	ERICK OLSON	\$162.18
11/7/22	1119774	MELISSA WHITNEY	\$941.40
11/7/22	1119775	BRETT GRIFFIN	\$1,665.90
11/7/22	1119776	IAN ENDER	\$784.77
11/7/22	1119777	MAKSIM SERGIYENKO	\$956.55
11/7/22	1119778	B9 MF ALDERWOOD PARK LLC	\$23.30
11/7/22	1119779	ADRIAN ALDINGER	\$1,414.98

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119780	LISA COLE	\$1,622.88
11/7/22	1119781	NOEL IMFELD	\$611.94
11/7/22	1119782	KURTIS STORY	\$1,443.96
11/7/22	1119783	LISA PACE	\$753.60
11/7/22	1119784	TODD PULLMAN	\$996.45
11/7/22	1119785	MEGAN BARON	\$1,004.64
11/7/22	1119786	COLIN KREIGER	\$1,131.48
11/7/22	1119787	PAULA COWDREY	\$1,407.63
11/7/22	1119788	MILAN STEFANOVIC	\$726.66
11/7/22	1119789	KATIE LAMA	\$769.23
11/7/22	1119790	III JOHN CRAMER	\$1,854.72
11/7/22	1119791	CRAIG GRUEL	\$1,781.01
11/7/22	1119792	DOUGLAS FREYBERG	\$2,181.96
11/7/22	1119793	KIMBERLY OSTMAN	\$1,060.71
11/7/22	1119794	MICHAEL LEWIS	\$667.80
11/7/22	1119795	PAT DARRAH	\$888.12
11/7/22	1119796	VICTOR LIU	\$699.20
11/7/22	1119797	MARK BEALES	\$1,457.28
11/7/22	1119798	CHRISTINE NAULT	\$1,310.04
11/7/22	1119799	SANDRA RECHEUNGEL	\$724.64
11/7/22	1119800	FRANK LAFAVE	\$948.15
11/7/22	1119801	TERRY LIPPINCOTT	\$975.24
11/7/22	1119802	SYLVIA KESSLER	\$813.54
11/7/22	1119803	TIMOTHY TREPTOW	\$1,324.68
11/7/22	1119804	ABHISHEK SINGH BAGHEL	\$1,003.66
11/7/22	1119805	CHARLES KNOEDLER	\$1,556.73
11/7/22	1119806	TAYLOR GOODHART	\$1,372.14
11/7/22	1119807	ANTON BOGDAN	\$1,376.46
11/7/22	1119808	SARAH MITCHELL	\$1,605.96
11/7/22	1119809	EILEEN BOWEN	\$1,076.32
11/7/22	1119810	MATTHEW ZELLER	\$1,787.10
11/7/22	1119811	ASHLEY MAI	\$1,840.02

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119812	BEN DUBOSE	\$433.12
11/7/22	1119813	GERRY SALVADALENA	\$1,459.71
11/7/22	1119814	STEVE WARNER	\$2,334.36
11/7/22	1119815	THOMAS ISENHART	\$1,463.94
11/7/22	1119816	JAMES SCHRADER	\$2,115.00
11/7/22	1119817	DANIEL CHRISTOFFERSON	\$1,848.24
11/7/22	1119818	RICHARD BENEFIEL	\$1,399.02
11/7/22	1119819	THOMAS SACCO	\$1,894.32
11/7/22	1119820	DONALD GEORGE	\$1,708.14
11/7/22	1119821	NORTH CREEK PRESBYTERIAN CHURCH	\$15,835.68
11/7/22	1119822	CURRAN FRITTS	\$725.76
11/7/22	1119823	JOHN GIBBS	\$585.92
11/7/22	1119824	KIRK NORMAND	\$1,636.02
11/7/22	1119825	LYDIA DOUGLAS	\$910.62
11/7/22	1119826	SEAN LAGHAEIAN	\$968.94
11/7/22	1119827	MD JEFFREY HART	\$1,752.16
11/7/22	1119828	DAVID PARKS	\$1,017.52
11/7/22	1119829	ROBERT MAYO	\$49.50
11/7/22	1119830	NICK ROCCA	\$132.86
11/7/22	1119831	RACHEL JACOBS	\$780.48
11/7/22	1119832	DARLENE CASTLE	\$547.92
11/7/22	1119833	GLENDA KRULL	\$1,429.05
11/7/22	1119834	STEPHANIE HOVERSON	\$1,402.74
11/7/22	1119835	ANNEMARIE GAUDIN	\$698.64
11/7/22	1119836	ROBERT LEWIS	\$989.73
11/7/22	1119837	MARK INGHAM	\$1,055.52
11/7/22	1119838	WILLIAM KINTNER	\$2,078.64
11/7/22	1119839	DAN HINES	\$1,851.30
11/7/22	1119840	KRISTEN BENDIXSEN	\$1,384.32
11/7/22	1119841	KEITH PAPKA	\$1,645.35
11/7/22	1119842	MARYKAY VOSS	\$762.30
11/7/22	1119843	JOHN RUBERO	\$743.82

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119844	KERRY KNIGHT	\$1,830.36
11/7/22	1119845	CHRIS O'CONNOR	\$929.70
11/7/22	1119846	TRACI FONTYN	\$2,201.22
11/7/22	1119847	MAUREEN GRAHAM	\$663.30
11/7/22	1119848	HEATHER PRICE	\$1.62
11/7/22	1119849	JAMES KASSEBAUM	\$2,279.13
11/7/22	1119850	RICK JURKOVIC	\$1,857.66
11/7/22	1119851	ANANDA FARMS, LLC	\$655.52
11/7/22	1119852	DAVID ALLENDER	\$1,661.40
11/7/22	1119853	PEGGY WOOD	\$2,088.24
11/7/22	1119854	STEVE HIMEL	\$1,348.38
11/7/22	1119855	EDWARD BIO	\$490.07
11/7/22	1119856	JAMES DAY	\$1,476.64
11/7/22	1119857	TODD HA	\$1,389.44
11/7/22	1119858	JESSICA FRANK	\$279.51
11/7/22	1119859	RANDALL KING	\$1,390.86
11/7/22	1119860	MONICA BERNSTEIN	\$1,640.73
11/7/22	1119861	YOGITA GARUD	\$336.14
11/7/22	1119862	JOSEPH NAWROCKI	\$802.98
11/7/22	1119863	ERIC JOHNSON	\$1,460.34
11/7/22	1119864	REED GRAPENSTETER	\$1,109.88
11/7/22	1119865	MICHAEL BALL	\$581.58
11/7/22	1119866	CLAY THOMPSON	\$1,275.96
11/7/22	1119867	ALAN HYATT	\$1,140.72
11/7/22	1119868	LAUREL BALLOU	\$443.80
11/7/22	1119869	FAISAL ANJUM	\$1,815.03
11/7/22	1119870	CATALINA ANGEL	\$1,898.40
11/7/22	1119871	SANGITA PATEL	\$1,942.72
11/7/22	1119872	DAVID BEARDSLEY	\$1,710.54
11/7/22	1119873	ALVARO GARAY	\$1,693.08
11/7/22	1119874	JASON RUECKERT	\$1,838.13
11/7/22	1119875	RUSSELL WILLIAMS	\$759.64

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119876	SHELLY BERRY	\$1,445.60
11/7/22	1119877	BRAMBLEMIRE INC	\$1,623.24
11/7/22	1119878	JOE ZAVAGLIA	\$913.68
11/7/22	1119879	PUNNIYA DHARSHAN GANESAN	\$1,043.10
11/7/22	1119880	SANOOP THRIVIKRAMAN NAMPOOTHIRI	\$1,110.69
11/7/22	1119881	VERAX CHEMICAL CO	\$4,187.15
11/7/22	1119882	RUTH SILUE	\$879.66
11/7/22	1119883	KELLY ENGELBRACHT	\$1,323.63
11/7/22	1119884	KAREN ERNST	\$983.01
11/7/22	1119885	KEITH HADFIELD	\$984.48
11/7/22	1119886	WILLIAM MCCLAIN	\$833.84
11/7/22	1119887	JOHN FIRST	\$954.18
11/7/22	1119888	GREG BEAR	\$930.58
11/7/22	1119889	BARBARA BOMARC	\$534.42
11/7/22	1119890	NICHOLAS KELLY	\$970.38
11/7/22	1119891	JEFFREY BLAND	\$3,296.22
11/7/22	1119892	PETER CHRISTENSEN	\$1,900.62
11/7/22	1119893	CHERYL MERCER	\$1,916.88
11/7/22	1119894	DEREK HUNTER	\$837.36
11/7/22	1119895	ANDREW STEVERMER	\$1,267.20
11/7/22	1119896	MARK CHRISTENSEN	\$1,665.00
11/7/22	1119897	JUDY BUSSING	\$1,173.96
11/7/22	1119898	RAMAN AGARWAL	\$783.44
11/7/22	1119899	SUPERIOR GLAZING SOLUTIONS LLP	\$1,094.04
11/7/22	1119900	BHARGHAV SABBINENI	\$1,631.70
11/7/22	1119901	BRET EDWARDS	\$1,824.66
11/7/22	1119902	KEVIN HASKINS	\$1,383.20
11/7/22	1119903	VIGEN ISAKHANYAN	\$636.30
11/7/22	1119904	CHRISTOPHER LUGO	\$550.60
11/7/22	1119905	WENDY KAY	\$1,008.00
11/7/22	1119906	SUSAN SWAFFORD	\$1,454.94
11/7/22	1119907	MARY SHANK	\$1,505.07

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119908	THEODORE BROWN	\$1,185.48
11/7/22	1119909	JENNIFER MURRWEISS	\$1,846.80
11/7/22	1119910	JR FRED BARTEL	\$1,340.85
11/7/22	1119911	MERLIN FORNEY	\$456.96
11/7/22	1119912	ERIN SUTCLIFFE	\$1,594.04
11/7/22	1119913	ROBERT DAVIS	\$1,807.68
11/7/22	1119914	CRAIG ARNO	\$1,196.96
11/7/22	1119915	JACK JESSUP	\$1,637.28
11/7/22	1119916	SAUL CACERES	\$949.86
11/7/22	1119917	GAIL BLACKSTONE	\$2,332.26
11/7/22	1119918	SARAH BECK	\$1,984.08
11/7/22	1119919	MATTHEW RIGGEN	\$1,466.01
11/7/22	1119920	SHARRIEE LADSON	\$810.36
11/7/22	1119921	REBECCA JETTE	\$1,373.94
11/7/22	1119922	DAVID SUNDQUIST	\$1,327.20
11/7/22	1119923	JUDY YORK	\$1,393.14
11/7/22	1119924	BRIANNA BROXSON	\$1,197.72
11/7/22	1119925	GRAHAM ECCLES	\$1,842.84
11/7/22	1119926	NATALIE PELERINE	\$774.56
11/7/22	1119927	TARA BRULEY	\$1,026.90
11/7/22	1119928	SURENDRAN SUBRAMANIAN	\$778.54
11/7/22	1119929	EWEN MACAULAY	\$2,232.72
11/7/22	1119930	KARAMCHAND MUPPIDI	\$884.31
11/7/22	1119931	DAVID BOYER	\$1,695.68
11/7/22	1119932	ERIK NOYD	\$1,448.86
11/7/22	1119933	ROBERT LOWE	\$1,569.42
11/7/22	1119934	JONATHAN HALL	\$1,414.62
11/7/22	1119935	HEATHER PARRISH	\$567.14
11/7/22	1119936	JASON PIERCE	\$1,987.65
11/7/22	1119937	JESSICA GILLESPIE	\$1,318.72
11/7/22	1119938	VERNA SUDBURY	\$1,245.93
11/7/22	1119939	RON PENELERICK	\$1,781.22

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119940	LARS LINDHARDT	\$788.64
11/7/22	1119941	PAT MURPHY	\$1,632.06
11/7/22	1119942	JEREMY PUSAKULICH	\$1,800.96
11/7/22	1119943	HEIDI CONAHAN	\$1,828.68
11/7/22	1119944	LEIGH ANN RUIJTERS	\$1,274.08
11/7/22	1119945	CHRISTY HARRIS	\$889.92
11/7/22	1119946	NICHOLAS THOMPSON	\$1,800.18
11/7/22	1119947	ASHLEY GANSER	\$2,119.53
11/7/22	1119948	CINDY ANSELM	\$1,637.37
11/7/22	1119949	TODD M GRAY	\$1,509.12
11/7/22	1119950	STEPHANIE KOLB	\$836.85
11/7/22	1119951	STEPHANIE HEDMAN	\$540.90
11/7/22	1119952	KATHERINE VANBRUSKIRK	\$1,178.94
11/7/22	1119953	DAVID SWANEY	\$822.78
11/7/22	1119954	MAQBOOL MALIK	\$1,742.08
11/7/22	1119955	EDWARD MADURA	\$1,750.50
11/7/22	1119956	NICHOLAS PEDDY	\$715.76
11/7/22	1119957	JANEE BUSSEY	\$219.06
11/7/22	1119958	MARVIN LONG	\$1,837.50
11/7/22	1119959	JOY MCBRIDE	\$1,128.06
11/7/22	1119960	MEGAN IIAMS-HAUSER	\$451.26
11/7/22	1119961	GEOFF KENWAY	\$595.84
11/7/22	1119962	RYAN SNODGRASS	\$406.84
11/7/22	1119963	JOE BIWER	\$881.82
11/7/22	1119964	MARY SCHROEDER	\$1,047.24
11/7/22	1119965	HUI ZHANG	\$893.34
11/7/22	1119966	CHANDRA PRAKASH GARG	\$1,520.40
11/7/22	1119967	YAN CHEN	\$1,735.02
11/7/22	1119968	CAROL SCHRECK	\$965.70
11/7/22	1119969	SANDRA CENTALA	\$1,426.95
11/7/22	1119970	JASON HOLLAND	\$1,855.44
11/7/22	1119971	NARENDRA SINGH	\$1,437.10

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1119972	MATTHEW PALUCH	\$1,497.42
11/7/22	1119973	DAN STROHL	\$1,241.66
11/7/22	1119974	MICHAEL HALL	\$1,071.54
11/7/22	1119975	SHAWNA LEE	\$1,933.68
11/7/22	1119976	PAIGE LEWIS	\$2,338.35
11/7/22	1119977	ALISON SUTTLES	\$85.84
11/7/22	1119978	DWAYNE HOUSE	\$1,576.89
11/7/22	1119979	THOMAS HARPER	\$1,155.00
11/7/22	1119980	VIKTORIYA FORTYGIN	\$1,594.98
11/7/22	1119981	CHRISTINE JOHNSON - BRITSCH	\$1,691.10
11/7/22	1119982	BRAD ROCHON	\$1,457.46
11/7/22	1119983	LORA HEIN	\$956.55
11/7/22	1119984	RICHARD DEAN	\$1,097.82
11/7/22	1119985	RODNEY COOK	\$1,115.44
11/7/22	1119986	SUSAN OSBORN	\$1,942.02
11/7/22	1119987	LILIA RAKHMET-ZADE	\$1,258.92
11/7/22	1119988	MARY BEATTIE	\$2,172.42
11/7/22	1119989	MATTHEW NGUYEN	\$1,824.69
11/7/22	1119990	CANDICE SMITH	\$1,438.20
11/7/22	1119991	JOHN CARL MARSHALL	\$333.69
11/7/22	1119992	ROBERT GOTTWALD	\$1,833.12
11/7/22	1119993	ROBERT MILLER	\$1,425.12
11/7/22	1119994	CHRISTINE MUONGCHANH	\$513.12
11/7/22	1119995	KAREN FORESTER	\$1,185.12
11/7/22	1119996	SUZANNE LYNN	\$1,914.15
11/7/22	1119997	RICHARD MCGUIRE	\$777.21
11/7/22	1119998	SUSAN MCMANAMEN	\$988.96
11/7/22	1119999	SANDRA OLSON	\$1,404.97
11/7/22	1120000	ANTHONY PEHANICH	\$1,612.80
11/7/22	1120001	CHRISTOPHER OXFORD	\$893.52
11/7/22	1120002	PEGGY CANELL	\$2,385.81
11/7/22	1120003	R ALLEN SAUNDERS	\$1,567.26

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120004	JACQUELINE WOOD	\$1,324.62
11/7/22	1120005	AN NGUYEN	\$706.50
11/7/22	1120006	GLORIA BUNKER	\$2,068.20
11/7/22	1120007	DAVID NIGENDA	\$1,509.90
11/7/22	1120008	JIM KUTZ	\$1,279.62
11/7/22	1120009	DAWNA SANCHEZ	\$863.10
11/7/22	1120010	ERIC ALLAN	\$1,263.24
11/7/22	1120011	JOHN DIVELY	\$661.78
11/7/22	1120012	MARGARET KASE	\$751.59
11/7/22	1120013	DEBRA BASSETT	\$1,485.96
11/7/22	1120014	CATHERINE SANETRA	\$745.74
11/7/22	1120015	ANDY SORGEN	\$930.06
11/7/22	1120016	MICHAEL MC EACHERN	\$193.32
11/7/22	1120017	EDWARD ECKERMAN	\$1,763.58
11/7/22	1120018	WRAY LARSON	\$993.72
11/7/22	1120019	DON CHO	\$1,139.74
11/7/22	1120020	JESSICA ELLERSICK	\$1,129.80
11/7/22	1120021	TERESA FOWLER	\$1,915.83
11/7/22	1120022	ROBERT REICHLE	\$2,205.42
11/7/22	1120023	L DEAN POPPE	\$930.51
11/7/22	1120024	VLADIMIR BORISOV	\$1,693.02
11/7/22	1120025	YVETTE SANCHEZ	\$992.46
11/7/22	1120026	GARY PARKER	\$745.74
11/7/22	1120027	STELLA KEHOE	\$1,624.68
11/7/22	1120028	JAMIE MALLAHAN	\$1,600.38
11/7/22	1120029	ROCHELLE LUBBERS	\$1,560.30
11/7/22	1120030	CATHY FLIRIS	\$898.24
11/7/22	1120031	ANTHONY NGUYEN	\$2,061.36
11/7/22	1120032	STEPHANIE DUNN	\$455.01
11/7/22	1120033	GULSHAN KHARBANDA	\$1,255.38
11/7/22	1120034	PUGET PARK LLC	\$1,271.49
11/7/22	1120035	PEGGY HUGHES	\$911.16

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120036	CHRISTOPHER BEH	\$892.80
11/7/22	1120037	CHUCK SCHUFREIDER	\$1,505.70
11/7/22	1120038	KIMBERLY MARSULA	\$1,083.24
11/7/22	1120039	CHRIS COOK	\$878.76
11/7/22	1120040	CRAIG HAUGSTAD	\$1,274.04
11/7/22	1120041	WENDY JOHNSON	\$1,981.26
11/7/22	1120042	GARY MACDONALD	\$1,382.22
11/7/22	1120043	HARRY LUNDSTROM	\$1,195.92
11/7/22	1120044	HEATH CALKINS	\$1,435.52
11/7/22	1120045	BILL SCHOENBACHLER	\$929.76
11/7/22	1120046	LYNDA REYNOLDS	\$1,997.73
11/7/22	1120047	HARRY CUSTER	\$1,186.92
11/7/22	1120048	PATRICK HAUGSTAD	\$151.56
11/7/22	1120049	MARIA COTE	\$1,716.84
11/7/22	1120050	DOUG MAXFIELD	\$1,809.00
11/7/22	1120051	JEFFREY LEHMAN	\$1,652.49
11/7/22	1120052	DAVID LANDON	\$1,165.08
11/7/22	1120053	ALAN RICE	\$24.13
11/7/22	1120054	AMY SELLS HAIST	\$1,759.86
11/7/22	1120055	PAMELA PILON	\$1,679.58
11/7/22	1120056	JONATHAN LOHRMANN	\$1,620.50
11/7/22	1120057	NOLA BOEHM	\$662.08
11/7/22	1120058	ADAM CLARK	\$1,965.60
11/7/22	1120059	CHRYSTIE SCHMELTER	\$1,386.88
11/7/22	1120060	JEREMY WILMS	\$616.86
11/7/22	1120061	RALEIGH STEIN	\$875.16
11/7/22	1120062	GARRON HAUN	\$735.63
11/7/22	1120063	MARK MAGEE	\$512.32
11/7/22	1120064	DANICA EDGINGTON	\$1,734.30
11/7/22	1120065	SHRADDHA BHARGAVA	\$2,398.20
11/7/22	1120066	ANNA HAALA	\$1,433.34
11/7/22	1120067	RICHARD WILSON	\$1,074.15

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120068	DAVID KNIGHT	\$2,250.15
11/7/22	1120069	GOMO, LLC	\$15.53
11/7/22	1120070	III MILTON RYE	\$943.74
11/7/22	1120071	DONNA ROBERTS	\$1,237.04
11/7/22	1120072	NICK BEAUMONT	\$1,311.68
11/7/22	1120073	DAVID MILLER	\$1,950.84
11/7/22	1120074	MIKE OWEN	\$1,178.94
11/7/22	1120075	LEANN DENINI	\$71.87
11/7/22	1120076	GREG KANEHEN	\$1,096.38
11/7/22	1120077	RANDOLPH BRASFIELD	\$1,817.82
11/7/22	1120078	LINDA PARKER	\$909.00
11/7/22	1120079	ASHLEY GARIBALDI	\$1,325.52
11/7/22	1120080	JOHN TWOHY	\$1,742.72
11/7/22	1120081	GAURAV SHARMA	\$1,098.86
11/7/22	1120082	RACHELL HELLE	\$1,057.14
11/7/22	1120083	TRAVIS STANTON	\$2,455.32
11/7/22	1120084	LEE FREEMAN	\$2,201.43
11/7/22	1120085	JEREMY SCHNEIDER	\$1,614.06
11/7/22	1120086	NEGEEN SMEDLEY	\$875.34
11/7/22	1120087	DOUGLAS ROBECK	\$1,598.73
11/7/22	1120088	ISABEL BULL	\$1,287.90
11/7/22	1120089	SAMANTHA LEE	\$1,598.40
11/7/22	1120090	ROSALINDA SANCHEZ	\$1,173.96
11/7/22	1120091	DIANE CELAYA	\$127.36
11/7/22	1120092	JANETTE RONQUILLO	\$776.58
11/7/22	1120093	MATTHEW STOUTD	\$1,419.81
11/7/22	1120094	DAVID HUMMER	\$1,412.67
11/7/22	1120095	VIPUL AGGARWAL	\$583.24
11/7/22	1120096	SEJIN KIM	\$593.82
11/7/22	1120097	WENDY FORD	\$1,143.66
11/7/22	1120098	KEITH JOHNSON	\$2,441.04
11/7/22	1120099	SHANA SWANSON	\$1,200.60

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120100	PATRICIA RAMEY	\$1,120.50
11/7/22	1120101	PETER MILLIKAN	\$1,125.18
11/7/22	1120102	JOSEPH CATALINI	\$184.96
11/7/22	1120103	ROCKY LANCASTER	\$2,369.85
11/7/22	1120104	SPEEDWAY CHEVROLET	\$6,799.28
11/7/22	1120105	STEVEN GOWEN	\$988.26
11/7/22	1120106	LESTER CAMPBELL	\$1,101.24
11/7/22	1120107	DONALD BOMBERRY	\$1,018.98
11/7/22	1120108	JENNIFER MANSSON	\$610.89
11/7/22	1120109	JEFFERY SCHEMPP	\$758.31
11/7/22	1120110	SLAVIK YAKOBCHUK	\$1,540.56
11/7/22	1120111	LAURI MACE	\$595.44
11/7/22	1120112	CHRIS NASTOS	\$1,085.00
11/7/22	1120113	MICHAEL LEVINE	\$2,180.64
11/7/22	1120114	CHRISTOPHER CONNAIR	\$1,116.18
11/7/22	1120115	MICHAEL LOGES	\$1,242.15
11/7/22	1120116	ANNE BUSH	\$649.08
11/7/22	1120117	NAMITA AGRAWAL	\$1,069.20
11/7/22	1120118	JOSEPH SANDERS	\$1,388.94
11/7/22	1120119	LINDA MEYER	\$1,189.72
11/7/22	1120120	JOHN PROBSTFIELD	\$1,498.84
11/7/22	1120121	TOM CRISP	\$1,559.16
11/7/22	1120122	PEGGY MILLER	\$1,026.90
11/7/22	1120123	GREG BEAR	\$421.96
11/7/22	1120124	TANYA MARKHAM	\$1,310.19
11/7/22	1120125	BRIDGET WISNIEWSKI	\$999.39
11/7/22	1120126	LEIGH BUCHAN HARVEY	\$968.94
11/7/22	1120127	JAMES BALCH	\$1,234.62
11/7/22	1120128	YVONNE CONNELLY	\$1,306.62
11/7/22	1120129	THAO NGUYEN	\$1,756.86
11/7/22	1120130	DAVID JUSSERO	\$1,721.58
11/7/22	1120131	MARK ADAMS	\$1,575.28

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120132	MARK KREUTZ	\$2,152.08
11/7/22	1120133	MELANIE PETERSON	\$502.56
11/7/22	1120134	GUARAVKUMAR GANDHI	\$1,823.85
11/7/22	1120135	SUSANNAH BANFIELD	\$886.86
11/7/22	1120136	BENJAMIN MCMAIL	\$562.86
11/7/22	1120137	MARY MEAD	\$949.68
11/7/22	1120138	GERALD SELDON	\$1,276.92
11/7/22	1120139	MELODIE GARRISON	\$1,846.44
11/7/22	1120140	BENJAMIN MCLAUGHLIN	\$1.08
11/7/22	1120141	JENNIFER ROSS	\$977.92
11/7/22	1120142	SUZANNE OVERSVEE	\$1,704.15
11/7/22	1120143	SUSAN AZNOFF	\$2,237.13
11/7/22	1120144	WILLIAM PAULSON	\$1,655.22
11/7/22	1120145	MARIA GARGARI	\$1,551.06
11/7/22	1120146	HEATHER LESLEA	\$677.25
11/7/22	1120147	TJA LENTZ	\$1,862.28
11/7/22	1120148	JOEL MILLER	\$1,454.94
11/7/22	1120149	SHARON BAMAGE	\$1,527.12
11/7/22	1120150	JAMES WATKINS	\$1,870.47
11/7/22	1120151	KIMBERLEE DANIELSON	\$1,645.20
11/7/22	1120152	STEVEN COTTERILL	\$1,980.51
11/7/22	1120153	DANISE MOISAN	\$127.89
11/7/22	1120154	LESLIE PARRISH	\$992.18
11/7/22	1120155	KELLY WETSCH	\$949.14
11/7/22	1120156	PAUL VIJGEN	\$2,112.66
11/7/22	1120157	DEBBIE CUTTER	\$1,893.99
11/7/22	1120158	WENDELL JOHNSON	\$1,323.52
11/7/22	1120159	LOUIS SAEKOW	\$3,507.84
11/7/22	1120160	ADAM FARNHAM	\$2,055.48
11/7/22	1120161	MARYSVILLE SCHOOL DIST 25	\$1,477.28
11/7/22	1120162	HOWARD HEATH	\$952.77
11/7/22	1120163	HEATHER NORDELL	\$1,636.95

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120164	SANDRA BENNETT	\$730.08
11/7/22	1120165	LARA POHL	\$1,611.33
11/7/22	1120166	JAHTI MANSELLE	\$1,676.64
11/7/22	1120167	KIM DANG	\$820.89
11/7/22	1120168	MATT KAHLER	\$1,753.71
11/7/22	1120169	SEUNG YOO	\$1,494.54
11/7/22	1120170	EMILY WICKS	\$1,746.36
11/7/22	1120171	ARTUR KEDZIERSKI	\$1,827.84
11/7/22	1120172	BRANDON KING	\$1,914.48
11/7/22	1120173	SATYA PULUGURTA	\$1,609.30
11/7/22	1120174	BRANDEN JACOBSEN	\$515.19
11/7/22	1120175	JOHN BOONE	\$1,009.98
11/7/22	1120176	ROBERT COOK	\$1,859.94
11/7/22	1120177	EDDIE OLSON	\$627.48
11/7/22	1120178	CARL THOMPSON	\$1,742.58
11/7/22	1120179	CHAPIN SMITH	\$1,773.45
11/7/22	1120180	MARTIN KORTEKAAS	\$1,817.28
11/7/22	1120181	PATRICIA DAVIS	\$959.04
11/7/22	1120182	RUSSELL OLIVER	\$1,073.92
11/7/22	1120183	PHILIP BLY	\$1,282.26
11/7/22	1120184	MARYSVILLE QUILCEDA MEADOWS	\$134.66
11/7/22	1120185	MICHEL TENNY SMITH	\$895.44
11/7/22	1120186	KIP CARVER	\$1,096.62
11/7/22	1120187	VICTOR GEHLEN	\$956.13
11/7/22	1120188	GEORGE VASIL	\$1,478.52
11/7/22	1120189	ERIK MEYER	\$1,359.12
11/7/22	1120190	LINDA WHITBECK	\$506.10
11/7/22	1120191	DONALD PATE	\$1,387.08
11/7/22	1120192	BRIAN GRANT	\$2,111.97
11/7/22	1120193	WOODLAND GREENS GJJ LLC	\$76.66
11/7/22	1120194	OUTSTANDING CREEKSIDE LLC	\$9.01
11/7/22	1120195	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$86.28

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	1120196	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$43.53
11/7/22	1120197	MICHAEL POLLI	\$1,128.12
11/7/22	1120198	DONALD FAULKNER	\$1,650.39
11/7/22	1120199	ALTES HAUS LLC	\$844.74
11/7/22	1120200	MICHAEL PRIHODA	\$1,668.87
11/7/22	1120201	LOUISE SILVA	\$896.16
11/7/22	1120202	MICHAEL OLEJNICZAK	\$804.30
11/7/22	1120203	ARNOLD LEE	\$936.18
11/7/22	1120204	SUJIT VATTENKY	\$1,621.06
11/7/22	1120205	BRIAN DEMEERLEER	\$1,220.40
11/7/22	1120206	HOPEWORKS SOCIAL ENTERPRISES	\$12,211.20
11/7/22	1120207	ERIC HOFFMAN	\$1,729.80
11/8/22	1120208	POPLAR LANE APTS	\$28.17
11/8/22	1120209	ANNA VONSTAUFFENBERG	\$478.41
11/8/22	1120210	ADJOGO ADOU	\$125.32
11/8/22	1120211	PACIFIC RIDGE - DRH, LLC	\$37.37
11/8/22	1120212	JOSUE OLIVEIRA SILVA	\$100.49
11/8/22	1120213	CORNERSTONE HOMES	\$120.23
11/8/22	1120214	CORNERSTONE HOMES	\$46.63
11/8/22	1120215	CORNERSTONE HOMES	\$42.63
11/8/22	1120216	CORNERSTONE HOMES	\$10.45
11/8/22	1120217	DOBYNS FAMILY LLC	\$5.64
11/8/22	1120218	MICHAL JAMES	\$12.53
11/8/22	1120219	GUY WADE	\$480.16
11/8/22	1120220	DARLA SEEHUSEN	\$106.73
11/8/22	1120221	PAUL JOHNSON	\$187.94
11/8/22	1120222	KENNETH GILDROY	\$9.86
11/8/22	1120223	JASON CORBEILLE	\$110.98
11/8/22	1120224	SHARON CHAN	\$495.29
11/8/22	1120225	ISABELLE DIAZ	\$144.00
11/8/22	1120226	DEEDRA AITCHISON	\$18.54
11/8/22	1120227	WON KUN KIM	\$125.23

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/8/22	1120228	WOODLAND GREENS GJJ LLC	\$24.95
11/8/22	1120229	BRIAN CLARKE	\$121.14
11/8/22	1120230	AARON WILLIAMS	\$32.67
11/8/22	1120231	TLUS RISE LYNNWOOD LIMITED PARTNERSHIP	\$55.24
11/8/22	1120232	SOPHIA DEREZES	\$118.00
11/8/22	1120233	SHARLEE B CLOWER	\$134.02
11/9/22	1120234	JESSE AGNEW	\$47.16
11/9/22	1120235	ESSEX PORTFOLIO, L.P.	\$15.85
11/9/22	1120236	SHARON THOMPSON	\$13.79
11/9/22	1120237	VOID	\$0.00
11/9/22	1120238	MICHAEL CROSS	\$59.37
11/9/22	1120239	R CAROLE BRAND	\$18.70
11/9/22	1120240	AARON CASTLE	\$95.52
11/9/22	1120241	STEPHANIE SNYDER	\$1,396.00
11/9/22	1120242	CITY OF MARYSVILLE	\$34.54
11/9/22	1120243	RAY CURREY	\$2,413.96
11/9/22	1120244	AXIS APARTMENTS LLC	\$8.18
11/9/22	1120245	IBRAHIM EQTEIL	\$18.44
11/9/22	1120246	OLIVER GERMAN	\$12.33
11/9/22	1120247	AUGUSTA GLEN APTS	\$13.10
11/10/22	1120248	KIELY MCFERREN	\$23.17
11/10/22	1120249	FRED CLARK	\$57.93
11/10/22	1120250	WILLIAM KINGSTON	\$1,506.18
11/10/22	1120251	RAY RIDOUT	\$115.86
11/10/22	1120252	SYLVIA KAWABATA	\$57.93
11/10/22	1120253	BARBARA BRADY	\$1,506.18
11/10/22	1120254	CHRISTIE BUETOW	\$868.95
11/10/22	1120255	CURTIS KO	\$23.17
11/10/22	1120256	JAMES MCKNIGHT	\$231.72
11/10/22	1120257	MARGIE OBLANDER	\$115.86
11/10/22	1120258	GEORGE GUTTMANN	\$463.44
11/10/22	1120259	EDWARD FERGUSON	\$23.17

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120260	PETER PIAS	\$1,506.18
11/10/22	1120261	SCOTT EILER	\$289.65
11/10/22	1120262	DIANA CLEMENTSON	\$23.17
11/10/22	1120263	JULIE NYHUS	\$57.93
11/10/22	1120264	JANE GILLILAND	\$11.59
11/10/22	1120265	MONIQUE REICHEL	\$55.04
11/10/22	1120266	TABETHA BENNETT	\$11.59
11/10/22	1120267	RALPH IGAMA	\$57.93
11/10/22	1120268	SABRINA FRIEND	\$463.44
11/10/22	1120269	BRIAN BOOTH	\$115.86
11/10/22	1120270	JOHN GUILFORD	\$579.30
11/10/22	1120271	RICHARD LANG	\$11.59
11/10/22	1120272	JESSE WEEWIE	\$57.93
11/10/22	1120273	MARK JONES	\$23.17
11/10/22	1120274	JAMES HOFF	\$34.76
11/10/22	1120275	JODENE ESHOM	\$23.17
11/10/22	1120276	NANCY JACOBSON	\$57.93
11/10/22	1120277	MARY BALLOU	\$23.17
11/10/22	1120278	PEGGY LYNN	\$57.93
11/10/22	1120279	TIM KLEIN	\$1,506.18
11/10/22	1120280	DAVID JAMES	\$115.86
11/10/22	1120281	DAVID PERKINS	\$115.86
11/10/22	1120282	NANCY SPENCER	\$115.86
11/10/22	1120283	IRENE MCMANUS	\$23.17
11/10/22	1120284	JAMES HONEMAN	\$57.93
11/10/22	1120285	MARK OENS	\$11.59
11/10/22	1120286	DEANN VANWINKLE	\$57.93
11/10/22	1120287	DENNIS BYRNES	\$57.93
11/10/22	1120288	CLIFF GOODELL	\$57.93
11/10/22	1120289	KAY DAVIDSON	\$66.94
11/10/22	1120290	LEON KOS	\$23.17
11/10/22	1120291	TIM MOEBES	\$115.86

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120292	JANICE GOWEN	\$57.93
11/10/22	1120293	LEIV ELLINGSEN	\$46.34
11/10/22	1120294	MELISSA PARDIKE	\$115.86
11/10/22	1120295	KATHLEEN BRIGHT	\$579.30
11/10/22	1120296	ROSS CAREY	\$57.93
11/10/22	1120297	REBECCA DEWATERS	\$11.59
11/10/22	1120298	CHAD JORISSEN	\$11.59
11/10/22	1120299	PANKAJ TAJANE	\$57.93
11/10/22	1120300	ASHLEY DREAGER	\$11.59
11/10/22	1120301	PATRICIA BENFIELD	\$185.38
11/10/22	1120302	MICKI REED	\$11.59
11/10/22	1120303	KYLER FLORES	\$115.86
11/10/22	1120304	SCOTT OETZEL	\$347.58
11/10/22	1120305	ANDREW SMITH	\$741.50
11/10/22	1120306	KRIS COOPER	\$115.86
11/10/22	1120307	BILL SATHER	\$57.93
11/10/22	1120308	MICHAEL PEARCE	\$57.93
11/10/22	1120309	JERI SOLON	\$115.86
11/10/22	1120310	GREGORY SHUMATE	\$173.79
11/10/22	1120311	KAREN JACOBSON	\$115.86
11/10/22	1120312	TAMMY BOWERS	\$115.86
11/10/22	1120313	KIMBERLY OSENBAUGH	\$57.93
11/10/22	1120314	KIM KAUFFMAN	\$463.44
11/10/22	1120315	ROBERT JACOBS	\$12.10
11/10/22	1120316	ELIZABETH KEYES	\$69.52
11/10/22	1120317	KIMBERLY PAGH	\$57.93
11/10/22	1120318	ROBYN MARTIN	\$11.59
11/10/22	1120319	MICHAEL WHITE	\$185.38
11/10/22	1120320	ERICH LISH	\$868.95
11/10/22	1120321	LOW INCOME HOUSING INSTITUTE	\$13.48
11/10/22	1120322	BARBARA PIPER	\$115.86
11/10/22	1120323	KEVIN WALSH	\$57.93

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120324	CABRYN TAYLOR	\$11.59
11/10/22	1120325	LOUIS RUSH	\$57.93
11/10/22	1120326	JUNJI YAMAMOTO	\$57.93
11/10/22	1120327	ELLEN BEAUMONT	\$57.93
11/10/22	1120328	AMANDA MURPHY	\$57.93
11/10/22	1120329	TAMMI DOLL-STOREY	\$57.93
11/10/22	1120330	TERESA LENOX	\$57.93
11/10/22	1120331	GREG LONG	\$23.17
11/10/22	1120332	WARREN MENZIE	\$11.59
11/10/22	1120333	CYNTHIA TOMIK	\$57.93
11/10/22	1120334	ROBIN DELEUW	\$11.59
11/10/22	1120335	SHARON SALYER	\$57.93
11/10/22	1120336	DANIEL SELSOR	\$23.17
11/10/22	1120337	JOSHUA PARK	\$115.86
11/10/22	1120338	ISAIAS GARCIA	\$117.87
11/10/22	1120339	KITTIE TUCKER	\$115.86
11/10/22	1120340	NAOMI BALTUCK	\$1,448.25
11/10/22	1120341	SEAN LARGE	\$34.76
11/10/22	1120342	GEORGE LOCKEMAN	\$92.69
11/10/22	1120343	ADAM CARL	\$57.93
11/10/22	1120344	DENNIS REESE	\$57.93
11/10/22	1120345	T HENDRICKSON	\$579.30
11/10/22	1120346	PATRICIA FOGARTY CRAMER	\$115.86
11/10/22	1120347	JUNE HAMILTON	\$115.86
11/10/22	1120348	BOB HILLMANN	\$579.30
11/10/22	1120349	WAYNE BLEDSOE	\$57.93
11/10/22	1120350	MIKE CROSS	\$57.93
11/10/22	1120351	BILL KOENIG	\$23.17
11/10/22	1120352	WENDELL TOBIASON	\$57.93
11/10/22	1120353	MICHAEL VAN WINKLE	\$11.59
11/10/22	1120354	JANNA GROSS	\$208.55
11/10/22	1120355	REBECCA WOLFE	\$57.93

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120356	PATRICIA PRENTICE	\$57.93
11/10/22	1120357	CRAIG BENJAMIN	\$868.95
11/10/22	1120358	MARTINE ZOER	\$57.93
11/10/22	1120359	SUSAN SCHREYER	\$11.59
11/10/22	1120360	THAI NGUYEN	\$57.93
11/10/22	1120361	JAMES WALTER JACOBSON	\$46.34
11/10/22	1120362	MARK BABB	\$1,042.74
11/10/22	1120363	DAVID HEWITT	\$96.75
11/10/22	1120364	GREGORY MATTSON	\$23.17
11/10/22	1120365	LANCE FRALICK	\$115.86
11/10/22	1120366	KEN DYER	\$34.76
11/10/22	1120367	SERGIO MELENDEZ CAINA	\$34.76
11/10/22	1120368	JENNIFER BERGER	\$57.93
11/10/22	1120369	JO METZGER	\$57.93
11/10/22	1120370	BRIAN BODE	\$23.17
11/10/22	1120371	JANET CANNON	\$57.93
11/10/22	1120372	BEVERLY WAUGH	\$23.17
11/10/22	1120373	DANIEL MCNULTY	\$1,309.22
11/10/22	1120374	NEIL SMITH	\$34.76
11/10/22	1120375	JEFF DUDA	\$57.93
11/10/22	1120376	JIMMY HOLLADAY	\$57.93
11/10/22	1120377	DEBORAH CLARK	\$11.59
11/10/22	1120378	TRENT LOWE	\$69.52
11/10/22	1120379	JASON HANSON	\$23.17
11/10/22	1120380	JUDITH LOWELL	\$115.86
11/10/22	1120381	L ANN WASHBURN	\$11.59
11/10/22	1120382	PAUL NYENHUIS	\$57.93
11/10/22	1120383	WILLIAM BROOKS	\$23.17
11/10/22	1120384	CANDY MONSON	\$57.93
11/10/22	1120385	SUZANNE DURGAN	\$115.86
11/10/22	1120386	ROBBI MEDAK	\$23.17
11/10/22	1120387	KELLY BRONSON	\$23.17

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120388	GEORGE VAUGHN	\$57.93
11/10/22	1120389	GARY LINTZ	\$57.93
11/10/22	1120390	GERALD ALBERS	\$1,158.60
11/10/22	1120391	IRMGARD MANNING	\$115.86
11/10/22	1120392	SUSAN MAHONEY	\$57.93
11/10/22	1120393	WENDY WESTBY	\$1,100.67
11/10/22	1120394	ERIK THOMPSON	\$289.65
11/10/22	1120395	JONATHAN BROCKMAN	\$11.59
11/10/22	1120396	VICKI DORWAY	\$46.34
11/10/22	1120397	SANDRA DISTELHORST	\$57.93
11/10/22	1120398	JOHN NORTON	\$46.34
11/10/22	1120399	DONA MCGOWAN	\$231.72
11/10/22	1120400	HOPEWORKS SOCIAL ENTERPRISES	\$5,086.26
11/10/22	1120401	DEBORAH PFEIFER	\$11.59
11/10/22	1120402	KATIE TORRES	\$57.93
11/10/22	1120403	CHRIS KISELA	\$57.93
11/10/22	1120404	EVAN NEBEKER	\$57.93
11/10/22	1120405	EDMONDS SENIOR CENTER	\$289.65
11/10/22	1120406	DOMINIQUE SCALIA	\$868.95
11/10/22	1120407	BRIANA EDWARDS	\$347.58
11/10/22	1120408	ARLENE RUCKER	\$57.93
11/10/22	1120409	KIERAN EDMUNDSON	\$57.93
11/10/22	1120410	KURT LANGE	\$347.58
11/10/22	1120411	DWAIN COLBY	\$57.93
11/10/22	1120412	ARTHUR SMITH	\$11.59
11/10/22	1120413	GARY PROCTOR	\$289.65
11/10/22	1120414	CYNTHIA NELSON	\$57.93
11/10/22	1120415	ANDY LEE	\$1,506.18
11/10/22	1120416	RANDY LIND	\$347.58
11/10/22	1120417	FRAN BUNTTING	\$1,506.18
11/10/22	1120418	RICHARD WILSON	\$11.59
11/10/22	1120419	TRAVIS OLSON	\$69.52

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120420	EDWIN KNIGHT	\$11.59
11/10/22	1120421	DANIEL DUBEAU	\$57.93
11/10/22	1120422	WILLIAM WAGENSELLER	\$57.93
11/10/22	1120423	KATHERINE THOMPSON	\$57.93
11/10/22	1120424	ELIZABETH REED	\$23.17
11/10/22	1120425	SHARON EDDY	\$11.59
11/10/22	1120426	AMY KINDRED	\$11.59
11/10/22	1120427	RICHARD ARKLEY	\$695.16
11/10/22	1120428	DAVID THOMAS	\$868.95
11/10/22	1120429	LAURA TACKABERRY BARKER	\$23.17
11/10/22	1120430	SPENCER ATWOOD	\$115.86
11/10/22	1120431	TULALIP TRIBES LEASING	\$24.38
11/10/22	1120432	STEVE FRANSON	\$115.86
11/10/22	1120433	FRED VAN GORKOM	\$498.20
11/10/22	1120434	KEVIN BROOKS	\$11.59
11/10/22	1120435	ELIZABETH RIEMER	\$115.86
11/10/22	1120436	J SKELLY	\$46.34
11/10/22	1120437	JILL REASONER	\$11.59
11/10/22	1120438	LIN FELTON	\$57.93
11/10/22	1120439	CHRISTOPHER KENYON	\$57.93
11/10/22	1120440	EDIE WALKER	\$34.76
11/10/22	1120441	AMY CAMPBELL	\$115.86
11/10/22	1120442	SANGEETHA SARAN	\$69.52
11/10/22	1120443	MARY GAGE	\$46.34
11/10/22	1120444	STEVE HERSCH	\$1,158.60
11/10/22	1120445	ERIC FROLAND	\$57.93
11/10/22	1120446	CARSON TAVENNER	\$11.59
11/10/22	1120447	CAROL LYCETTE	\$34.76
11/10/22	1120448	JACKIE SPECHT	\$115.86
11/10/22	1120449	KRISTIN SHEA	\$57.93
11/10/22	1120450	LILLIAN BAY	\$11.59
11/10/22	1120451	CHRISTINE FREEMAN	\$46.34

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120452	MARIO BETITA	\$115.86
11/10/22	1120453	BILLY MURRAY	\$115.86
11/10/22	1120454	CATHERINE FARREY	\$57.93
11/10/22	1120455	SUSAN KRAMER	\$57.93
11/10/22	1120456	JANET HADA	\$57.93
11/10/22	1120457	MARY SELIG	\$115.86
11/10/22	1120458	CAROL PETTIJOHN	\$57.93
11/10/22	1120459	ARLENE JIMENEZ	\$115.86
11/10/22	1120460	VICKY GIANNELLI	\$23.17
11/10/22	1120461	LARRY ADAMSON	\$115.86
11/10/22	1120462	MICHAEL HALL	\$23.17
11/10/22	1120463	KEITH LARSEN	\$11.59
11/10/22	1120464	TEDD PATTERSON	\$57.93
11/10/22	1120465	JANET SLEEPER	\$57.93
11/10/22	1120466	BRENNEN BOUNDS	\$115.86
11/10/22	1120467	SUZAN ATERER	\$57.93
11/10/22	1120468	SHERRIE RINGSTAD	\$115.86
11/10/22	1120469	DALE HOGGINS	\$34.76
11/10/22	1120470	KAREN CROWLEY	\$57.93
11/10/22	1120471	SUELLEN CHOLVIN	\$23.17
11/10/22	1120472	ROBERTA ALLEY	\$12.10
11/10/22	1120473	TAMMY HAARLOW	\$81.10
11/10/22	1120474	WESTERN BLOSSOM HILL INVESTORS, LP	\$16.68
11/10/22	1120475	MARIE FRIESEN	\$115.86
11/10/22	1120476	SARAH NICHOLSON	\$11.59
11/10/22	1120477	CHARLOTTE SHIMKO	\$57.93
11/10/22	1120478	DANIELLE ZAPPARELLI	\$57.93
11/10/22	1120479	GRANDVIEW NORTH LLC	\$13.99
11/10/22	1120480	DUANE BERG	\$57.93
11/10/22	1120481	RALPH KNUTSON	\$57.93
11/10/22	1120482	DOREEN HARWOOD	\$57.93
11/10/22	1120483	DIANNA JOHNSON	\$115.86

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120484	MAMIE ROCKAFELLAR	\$57.93
11/10/22	1120485	MARK WILKINS	\$46.34
11/10/22	1120486	DANIEL PAWTOWSKI	\$46.34
11/10/22	1120487	ROBERT PUTNAM	\$11.59
11/10/22	1120488	CHUCK LASSLE	\$11.59
11/10/22	1120489	CECILIA BRUNSWICK	\$23.17
11/10/22	1120490	STEVEN JENKINS	\$115.86
11/10/22	1120491	SARAH DAHLBECK	\$11.59
11/10/22	1120492	TIFFANY ROSE	\$115.86
11/10/22	1120493	RANDY WOOD	\$1,274.46
11/10/22	1120494	JOHN EWALD	\$23.17
11/10/22	1120495	MICHAEL RAY	\$23.17
11/10/22	1120496	CAROL JENSEN	\$23.17
11/10/22	1120497	KEITH DAWSON	\$115.86
11/10/22	1120498	SIMON DANIELS	\$23.17
11/10/22	1120499	SCOTT BINGHAM	\$57.93
11/10/22	1120500	COREY HENRY	\$57.93
11/10/22	1120501	PATRICK HAUGEN	\$150.62
11/10/22	1120502	NADINE TABING	\$11.59
11/10/22	1120503	LUKE LIMOGES	\$115.86
11/10/22	1120504	SUE MARTIN	\$11.59
11/10/22	1120505	ZIN MATHENY	\$81.10
11/10/22	1120506	SCOTT HOGLUND	\$57.93
11/10/22	1120507	LES TOMMINGER	\$23.17
11/10/22	1120508	STEVE GRINAKER	\$57.93
11/10/22	1120509	NATHAN CRAWFORD	\$57.93
11/10/22	1120510	ROBERT DELAMBERT	\$11.59
11/10/22	1120511	THOMAS KRUSE	\$23.17
11/10/22	1120512	JOSEPH LEANDER	\$23.17
11/10/22	1120513	JAMES BAKER	\$104.27
11/10/22	1120514	MICHAEL BRAY	\$23.17
11/10/22	1120515	SHARMAN SMITH	\$23.17

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120516	DENNIS TANJI	\$115.86
11/10/22	1120517	CHESTER SWANSON	\$57.93
11/10/22	1120518	STEPHANIE KOLB	\$9.77
11/10/22	1120519	JENNI LAMARCA	\$57.93
11/10/22	1120520	HEATHER HUGHEY	\$11.59
11/10/22	1120521	ANURAG MISHRA	\$57.93
11/10/22	1120522	BO PENG	\$289.65
11/10/22	1120523	SONJA LARSON	\$23.17
11/10/22	1120524	GARY MIYASAKI	\$115.86
11/10/22	1120525	TRAVELERS HAVEN LLC	\$27.64
11/10/22	1120526	JULIE LANGABEER	\$11.59
11/10/22	1120527	PATRICIA WERNET	\$173.79
11/10/22	1120528	WESTON PALMER	\$92.69
11/10/22	1120529	BARBARA CHESSLER	\$11.59
11/10/22	1120530	GARY LARSEN	\$57.93
11/10/22	1120531	THOMAS SMITH	\$289.65
11/10/22	1120532	JR RON ROLLINS	\$11.59
11/10/22	1120533	SHANNON NIELSEN	\$23.17
11/10/22	1120534	JENNIFER LUTZ	\$23.17
11/10/22	1120535	ROBERT HOWIE	\$46.34
11/10/22	1120536	GORDON SCOUGALE	\$57.93
11/10/22	1120537	JAMES ARNOLD	\$57.93
11/10/22	1120538	SHELLY KURTENBACH	\$11.59
11/10/22	1120539	STUART BARGER	\$115.86
11/10/22	1120540	LISA PALMER	\$11.59
11/10/22	1120541	RANDALL NORRIS	\$11.59
11/10/22	1120542	RUDI MARTIN	\$1,506.18
11/10/22	1120543	ERIC CROSBY	\$27.30
11/10/22	1120544	KATHLEEN JONES	\$289.65
11/10/22	1120545	BRAD BONNEMA	\$23.17
11/10/22	1120546	DIANE SHANE	\$57.93
11/10/22	1120547	LIRA WOLFE	\$11.59

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120548	GREGORY FERGUSON	\$1,158.60
11/10/22	1120549	WILLIAM FRANKHOUSER	\$23.17
11/10/22	1120550	TOM HOVDE	\$289.65
11/10/22	1120551	YMCA	\$92.69
11/10/22	1120552	STEVE GROSSRUCK	\$115.86
11/10/22	1120553	PAUL CROSBY	\$57.93
11/10/22	1120554	STANLEY STERLING	\$23.17
11/10/22	1120555	SPENCER LOUTHAN	\$57.93
11/10/22	1120556	KARL LEGGETT	\$11.59
11/10/22	1120557	DIANNA SELF	\$11.59
11/10/22	1120558	LEEROY KIND	\$23.17
11/10/22	1120559	RICK BRUSKRUD	\$69.52
11/10/22	1120560	BETTY WESTFALL	\$115.86
11/10/22	1120561	JANE HERRON	\$34.76
11/10/22	1120562	MARGARET BANIN	\$57.93
11/10/22	1120563	MICHAEL CASTRO	\$115.86
11/10/22	1120564	JOSEPH D GRENNAN	\$23.17
11/10/22	1120565	COMMUNITY RESOURCES FOUNDATION	\$5,074.67
11/10/22	1120566	JENNIFER ANTCZAK	\$23.17
11/10/22	1120567	TAYLOR CARSON	\$25.01
11/10/22	1120568	MARC LINN	\$57.93
11/10/22	1120569	RYAN WEBER	\$23.17
11/10/22	1120570	KRISTINA MCCLENAHAN	\$34.76
11/10/22	1120571	MATTHEW GORMLEY	\$115.86
11/10/22	1120572	DEBRA BUELL	\$23.17
11/10/22	1120573	KATHARINE BARRETT	\$173.79
11/10/22	1120574	COURTNEY STRICKLER	\$57.93
11/10/22	1120575	DENNIS IRVING	\$115.86
11/10/22	1120576	KURT LUNDQUIST	\$57.93
11/10/22	1120577	NINA HARTSOCK	\$57.93
11/10/22	1120578	ANDREA FISHER	\$57.93
11/10/22	1120579	MICHAEL BEGEMAN	\$23.17

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120580	LAWRENCE COOPER	\$115.86
11/10/22	1120581	ERIC LAFRANCE	\$231.72
11/10/22	1120582	JR ROBERT HARRIS	\$57.93
11/10/22	1120583	TOM STJOHN	\$1,506.18
11/10/22	1120584	KEVIN WATIER	\$57.93
11/10/22	1120585	VALERIE KELLOGG	\$57.93
11/10/22	1120586	SARAH WILLIAMSON	\$34.76
11/10/22	1120587	JOHN MALENIC	\$57.93
11/10/22	1120588	BARBARA HOWELL	\$35.95
11/10/22	1120589	EDIE MARRS	\$23.17
11/10/22	1120590	MATT MCREYNOLDS	\$57.93
11/10/22	1120591	NATE NEHRING	\$11.59
11/10/22	1120592	CATHERINE BRAND	\$23.17
11/10/22	1120593	JOHN ALTON	\$23.17
11/10/22	1120594	LORA COX	\$289.65
11/10/22	1120595	BAILEE MOODY	\$14.68
11/10/22	1120596	LANETTE MANNON	\$18.86
11/10/22	1120597	JASON HEINTZ	\$23.17
11/10/22	1120598	ROBERT JACKSON	\$57.93
11/10/22	1120599	RALPH MENNIE	\$11.59
11/10/22	1120600	JEFF ZECHLIN	\$579.30
11/10/22	1120601	ROY SEBRING	\$115.86
11/10/22	1120602	LOUISA MOE	\$23.17
11/10/22	1120603	RUSSELL MCDUFF	\$1,506.18
11/10/22	1120604	MICHAEL EHLEBRACHT	\$23.17
11/10/22	1120605	REBECCA BERRY	\$11.59
11/10/22	1120606	SUSAN KATZER	\$34.76
11/10/22	1120607	MICHELLE GEORGE	\$57.93
11/10/22	1120608	MONIQUE WOLFE	\$11.59
11/10/22	1120609	ERIN BEATTY	\$173.79
11/10/22	1120610	ELISE CLARK	\$57.93
11/10/22	1120611	HEATHER KREECK	\$57.93

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120612	ALISON SHORT	\$23.17
11/10/22	1120613	ADAM OBERHAUS	\$57.93
11/10/22	1120614	JOLLY FAMILY CORP	\$66.84
11/10/22	1120615	DONELLA ROBBINS	\$46.34
11/10/22	1120616	RICHARD KLEMP	\$48.20
11/10/22	1120617	III HERBERT HULSE	\$868.95
11/10/22	1120618	RONELLE MELEKAI	\$11.59
11/10/22	1120619	KAREN THOMPSON	\$23.17
11/10/22	1120620	CAROL BAYLESS	\$57.93
11/10/22	1120621	WILLIAM FARRIMOND	\$173.79
11/10/22	1120622	PETER LAWRENCE	\$57.93
11/10/22	1120623	TANYA OLSON	\$23.17
11/10/22	1120624	WILLIAM SCOLLARD	\$11.59
11/10/22	1120625	GARY LAKEY	\$579.30
11/10/22	1120626	KELLY MITCHELL	\$115.86
11/10/22	1120627	PAM IRMER	\$289.65
11/10/22	1120628	STEPHEN GALEA	\$1,506.18
11/10/22	1120629	JR JAMES DEAVER	\$231.72
11/10/22	1120630	KAREN LOHSE	\$57.93
11/10/22	1120631	MARC ROSSON	\$57.93
11/10/22	1120632	NOREEN MOEN	\$57.93
11/10/22	1120633	BRANDON WHITAKER	\$23.17
11/10/22	1120634	SCOTT SISTEK	\$69.52
11/10/22	1120635	BRIAN JOHNSTONE	\$115.86
11/10/22	1120636	SCOTT PATTERSON	\$115.86
11/10/22	1120637	JUDITH GOLDMAN	\$34.76
11/10/22	1120638	GLEE BURGESS	\$289.65
11/10/22	1120639	LAURA HARTMAN	\$127.45
11/10/22	1120640	DANIEL MARSHALL	\$289.65
11/10/22	1120641	TRENT LOWE	\$69.52
11/10/22	1120642	NATAYA FURRER	\$139.03
11/10/22	1120643	KEN ROBINSON-ELMSLIE	\$23.17

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120644	CASSANDRA GREEN	\$91.59
11/10/22	1120645	DEBORAH OLSON	\$57.93
11/10/22	1120646	BRENDA MCKENZIE	\$23.17
11/10/22	1120647	LAWRENCE KAPOUN	\$23.17
11/10/22	1120648	JULANN SPROMBERG	\$57.93
11/10/22	1120649	JEFF ESTES	\$57.93
11/10/22	1120650	KEVIN ESPESETH	\$57.93
11/10/22	1120651	SHIRLEY SLADE	\$11.59
11/10/22	1120652	MICHAEL KUNTZ	\$11.59
11/10/22	1120653	BRIAN ROWLAND	\$173.79
11/10/22	1120654	S MICHELSON	\$347.58
11/10/22	1120655	JIM PRICE	\$57.93
11/10/22	1120656	THEODORE ANDREWS	\$57.93
11/10/22	1120657	CHAN BEAUVAIS	\$69.52
11/10/22	1120658	ANTONIA LAWRENCE	\$11.59
11/10/22	1120659	HEATHER LOGAN	\$57.93
11/10/22	1120660	CHRISTOPHER BARNETT	\$57.93
11/10/22	1120661	RICHARD BRINTON	\$1,506.18
11/10/22	1120662	BARBARA TOLBERT	\$11.59
11/10/22	1120663	ERIN ABER	\$11.59
11/10/22	1120664	JULIE VILLENEUVE	\$34.76
11/10/22	1120665	GLORIA CASTRO-ZAPPIA	\$579.30
11/10/22	1120666	GINA MCNAUGHTON	\$57.93
11/10/22	1120667	SAACHA BELGAR	\$11.59
11/10/22	1120668	JULIE TITONE	\$115.86
11/10/22	1120669	ROBERT WILSON	\$57.93
11/10/22	1120670	JONATHAN KLAPEL	\$23.17
11/10/22	1120671	HOLLY BAILEY	\$11.59
11/10/22	1120672	SCOTT KAUFMAN	\$173.79
11/10/22	1120673	PAMELA VINES	\$57.93
11/10/22	1120674	JONATHAN ROSELLE	\$695.16
11/10/22	1120675	CHRISTINA SIVEWRIGHT	\$57.93

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120676	JASON KLEIN	\$231.72
11/10/22	1120677	SEBASTIAN KOHLMEIER	\$289.65
11/10/22	1120678	DON SHIMKEVICH	\$11.59
11/10/22	1120679	ROBERT HAVERTY	\$46.34
11/10/22	1120680	GAYLA SHOEMAKE	\$289.65
11/10/22	1120681	JEFF OSTREIM	\$1,158.60
11/10/22	1120682	ERIN O'CONNELL	\$231.72
11/10/22	1120683	BRIAN MELNYK	\$11.59
11/10/22	1120684	MIGMAR LHAMO	\$11.59
11/10/22	1120685	JOAN PRYOR	\$57.93
11/10/22	1120686	ROBERT MCCARTY	\$254.89
11/10/22	1120687	SCOTT WHITMORE	\$57.93
11/10/22	1120688	SARAH DILLING	\$115.86
11/10/22	1120689	W MASHBURN	\$2,690.42
11/10/22	1120690	ADELA SANTISTEBAN	\$46.34
11/10/22	1120691	MICHAEL WILKES	\$11.59
11/10/22	1120692	OLGA DARLINGTON	\$115.86
11/10/22	1120693	ELIZABETH WALSH	\$92.69
11/10/22	1120694	LUCAS STOLCIS	\$1,506.18
11/10/22	1120695	RANDI VANHOOSER	\$11.59
11/10/22	1120696	THOMAS WAGE	\$115.86
11/10/22	1120697	MILO WILLIAMSON	\$23.17
11/10/22	1120698	CRAIG PRICE	\$185.38
11/10/22	1120699	DWANE SMALL	\$11.59
11/10/22	1120700	SAMUEL HERBST	\$34.76
11/10/22	1120701	EDWARD WARTELLE	\$57.93
11/10/22	1120702	FARRAH DOWNING	\$11.59
11/10/22	1120703	CLARENCE CARLSON	\$11.59
11/10/22	1120704	KRISTINE KOLBECK	\$115.86
11/10/22	1120705	VERN LINDBLAD	\$23.17
11/10/22	1120706	ALLAN CAMP	\$57.93
11/10/22	1120707	VOID	\$0.00

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120708	STEVE MAISCH	\$11.59
11/10/22	1120709	SCOTT BUTTON	\$347.58
11/10/22	1120710	EDDIE SHIH	\$115.86
11/10/22	1120711	BRUCE DUNCAN	\$289.65
11/10/22	1120712	SHELBY JOHNSON	\$11.59
11/10/22	1120713	BRIAN DOENNEBRINK	\$764.68
11/10/22	1120714	ERIC CURTIS	\$115.86
11/10/22	1120715	RODNEY FIDDAMAN	\$23.17
11/10/22	1120716	NORRIS HUFF	\$23.17
11/10/22	1120717	VICTORIA TODY	\$115.86
11/10/22	1120718	MICHAEL MCDONNELL	\$23.17
11/10/22	1120719	KEVIN UHL	\$173.79
11/10/22	1120720	JAMES HERRLING	\$115.86
11/10/22	1120721	JAMES BUSE	\$57.93
11/10/22	1120722	ANITA ROBERTS	\$57.93
11/10/22	1120723	JESSICA SPAHR	\$289.65
11/10/22	1120724	JUDY NESS	\$23.17
11/10/22	1120725	RICHARD SWARTZ	\$57.93
11/10/22	1120726	RACHEL HOLLOWELL	\$60.20
11/10/22	1120727	TIM MCAFEE	\$115.86
11/10/22	1120728	MAUREEN NILSON	\$231.72
11/10/22	1120729	M KALSEN	\$115.86
11/10/22	1120730	DONALD STAPLES	\$11.59
11/10/22	1120731	KAREN ZIEMER	\$57.93
11/10/22	1120732	SARAH CANN	\$57.93
11/10/22	1120733	AUTUMN CHANCELLOR	\$34.76
11/10/22	1120734	CHARLOTTE SHIMKO	\$57.93
11/10/22	1120735	KIRK GALBRAITH	\$11.59
11/10/22	1120736	NORM HARRINGTON	\$1,506.18
11/10/22	1120737	STEPHEN LABOFF	\$289.65
11/10/22	1120738	DARCIA HURST	\$23.17
11/10/22	1120739	LAUREN ROGERS	\$115.86

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	1120740	JULEE ANNE CUNNINGHAM	\$115.86
11/10/22	1120741	DALE SKORBURG	\$115.86
11/10/22	1120742	DEBORAH BOYLE	\$115.86
11/10/22	1120743	BETH BURROWS	\$57.93
11/10/22	1120744	CHARLES BLATCHFORD	\$57.93
11/10/22	1120745	ROLAND MAYER	\$57.93
11/10/22	1120746	JIM LAHTI	\$57.93
11/10/22	1120747	LINDA OLSEN	\$57.93
11/10/22	1120748	ALAN HALL	\$1,506.18
11/10/22	1120749	MADELET PACK	\$57.93
11/10/22	1120750	DELSA ANDERL	\$57.93
11/10/22	1120751	HELENE WATKINS	\$57.93
11/10/22	1120752	LAURA WILD	\$463.44
11/10/22	1120753	DAWN PRESLER	\$57.93
11/10/22	1120754	WILBUR PIERCE	\$289.65
11/10/22	1120755	MARK AINSWORTH	\$1,506.18
11/10/22	1120756	RAMON BURIN	\$115.86
11/10/22	1120757	TODD SMITH	\$57.93
11/10/22	1120758	BILL TRUEIT	\$57.93
11/10/22	1120759	MICHAEL NORRIS	\$115.86
11/10/22	1120760	MELISSA DALE	\$57.93
11/10/22	1120761	ERIC LAWRENCE	\$57.93
11/10/22	1120762	JR WILLIAM LEVERING	\$115.86
11/10/22	1120763	GLEIBERMAN PROPERTIES INC	\$12.00
11/10/22	1120764	STEPHANIE CHERRY	\$57.93
11/10/22	1120765	SHANNON JUSTESEN	\$173.79
11/10/22	1120766	KRISTOFFER ISAAK	\$46.34
11/10/22	1120767	VERONICA CHADESH	\$34.76
11/10/22	1120768	VERNON ROGERS	\$579.30
11/10/22	1120769	MIGUEL RAMIREZ	\$405.51
11/10/22	1120770	DIANE STEELE	\$57.93
11/10/22	1120771	AMY ROCHON	\$23.17

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/14/22	1120772	WESTERN BLOSSOM HILL INVESTORS, LP	\$8.79
11/14/22	1120773	CITY OF MARYSVILLE	\$32.94
11/14/22	1120774	MARK AMES	\$23.87
11/14/22	1120775	LEE JOHNSON OF EVERETT, LLC	\$5,073.76
11/14/22	1120776	LEE JOHNSON OF EVERETT, LLC	\$2,012.64
11/14/22	1120777	KEN SCHUELLER	\$1,466.82
11/14/22	1120778	LARISSA JOSETTE EMERSON	\$765.00
11/14/22	1120779	JAMES LANE	\$123.67
11/14/22	1120780	RICK GAGE	\$57.09
11/14/22	1120781	JOANNE WESTLUND	\$46.47
11/14/22	1120782	MARY MARA	\$1,012.32
11/14/22	1120783	BMCH WASHINGTON LLC	\$27.32
11/14/22	1120784	R GELLERSON	\$108.83
11/14/22	1120785	KEN SCHUELLER	\$1,931.76
11/14/22	1120786	SANDRA LITSEY	\$12.51
11/14/22	1120787	SSHI LLC	\$17.31
11/14/22	1120788	PACIFIC RIDGE - DRH, LLC	\$56.50
11/14/22	1120789	VICKIE WILLIS	\$89.39
11/14/22	1120790	JEFFREY SCHACKMAN	\$28.09
11/14/22	1120791	STEVEN CHITTENDEN	\$1,854.00
11/14/22	1120792	MARY MARA	\$1,344.06
11/14/22	1120793	LENNAR NORTHWEST INC	\$9.34
11/14/22	1120794	WINNIE GRAVES	\$72.49
11/14/22	1120795	JOHANNES VANBROEKHOVE	\$68.58
11/14/22	1120796	STEVEN CHITTENDEN	\$1,376.82
11/14/22	1120797	LENNAR NORTHWEST INC	\$6.17
11/14/22	1120798	BMCH WASHINGTON LLC	\$57.42
11/14/22	1120799	SUMMIT INVESTMENT GROUP LLC	\$214.90
11/14/22	1120800	LENNAR NORTHWEST INC	\$8.26
11/14/22	1120801	LENNAR NORTHWEST INC	\$33.28
11/14/22	1120802	JAMES WAGLE	\$17.42
11/14/22	1120803	VINCENT D. MILLER, LLC	\$140.37

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/14/22	1120804	KEELERS CORNER APTS	\$39.71
11/14/22	1120805	JONNY STRAUSS	\$148.95
11/15/22	1120806	DEBORAH BURLEY	\$16.77
11/15/22	1120807	DAN MONTEITH	\$8.59
11/15/22	1120808	CARLOS DAVILA	\$76.01
11/15/22	1120809	RONNIE CHEVALIER	\$507.79
11/15/22	1120810	NATIONAL CORPORATE HOUSING	\$10.63
11/15/22	1120811	COLLINS INVESTMENTS LLC	\$9.33
11/15/22	1120812	STEVEN BAIN	\$74.96
11/15/22	1120813	PAUL MYERS	\$24.72
11/15/22	1120814	SHANNON PRITCHETTE	\$381.10
11/15/22	1120815	RONALD WEST	\$43.68
11/15/22	1120816	JENNA CHIU	\$80.83
11/15/22	1120817	CASSIDY GAMBLE	\$121.94
11/15/22	1120818	BRAD FLANNERY	\$133.44
11/15/22	1120819	MARQUEZ BURDETTE	\$114.71
11/15/22	1120820	ROBERT RUSSELL	\$53.01
11/15/22	1120821	RUBEN MADRID	\$142.90
11/15/22	1120822	NORTH CREEK LANDING APARTMENTS LLC	\$22.29
11/15/22	1120823	GPS RENTING LLC	\$38.80
11/15/22	1120824	MATT FERRING	\$8.26
11/15/22	1120825	ST VINCENT DE PAUL SOC OF SNOH CO	\$301.38
11/15/22	1120826	LAURA NOWAK	\$10.48
11/15/22	1120827	THE REFINERY SALON LLC	\$366.02
11/15/22	1120828	PHILIP EVANS	\$18.51
11/15/22	1120829	SAVANNAH SPAULDING	\$116.45
11/15/22	1120830	AUSTIN AMELINE	\$71.57
11/15/22	1120831	TIMOTHY BROCK	\$307.54
11/15/22	1120832	JR LARRY TOWNSEND	\$35.95
11/15/22	1120833	DAVID MEJIA QUESADA	\$51.04
11/15/22	1120834	YALTA MAGER	\$234.91
11/15/22	1120835	SREIT FULTONS CROSSING LLC	\$39.43

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/15/22	1120836	WILSHIRE EMERALD LLC	\$7.54
11/15/22	1120837	CARTER HANDEL	\$66.70
11/15/22	1120838	ALEXIS CORTEZ	\$19.49
11/15/22	1120839	DARRINGTON PROPERTIES LLC	\$20.12
11/15/22	1120840	ADREANNA WARDEN	\$177.48
11/15/22	1120841	HARBOUR HOMES LLC	\$102.62
11/15/22	1120842	DALTON EVANS	\$18.12
11/15/22	1120843	108064 LLC	\$45.55
11/15/22	1120844	DOYAL PATEL	\$97.07
11/15/22	1120845	KEVIN LEWIS	\$146.79
11/15/22	1120846	ZHAO XIANG	\$1,252.71
11/15/22	1120847	DESTRIE WEST	\$6.91
11/16/22	1120848	ANGY ACOSTA	\$133.14
11/16/22	1120849	SREIT CASCADIA POINTE LLC	\$136.92
11/16/22	1120850	MATEEN CHAUDHRY	\$148.53
11/16/22	1120851	HEARTLAND CONSTRUCTION LLC	\$61.46
11/16/22	1120852	HEARTLAND CONSTRUCTION LLC	\$53.00
11/16/22	1120853	HEARTLAND CONSTRUCTION LLC	\$146.66
11/16/22	1120854	HEARTLAND CONSTRUCTION LLC	\$174.90
11/16/22	1120855	HEARTLAND CONSTRUCTION LLC	\$152.59
11/16/22	1120856	GLORIA WILLIAMS	\$583.96
11/16/22	1120857	JR ALAN MOORE	\$221.21
11/16/22	1120858	JUAN CASTRO	\$7.87
11/16/22	1120859	ROBERT BAKER	\$140.78
11/16/22	1120860	HEARTLAND CONSTRUCTION LLC	\$371.43
11/16/22	1120861	CHELSEA WILLIAMS	\$28.00
11/16/22	1120862	MAINVUE WA LLC	\$35.06
11/16/22	1120863	TREVOR GRIFFIN	\$75.87
11/16/22	1120864	PULTE HOMES OF WASHINGTON, INC.	\$18.54
11/16/22	1120865	IN HARMONY SERVICES INC	\$100.87
11/16/22	1120866	CHRISTOPHER OSBORN	\$240.40
11/16/22	1120867	WESTERN BLOSSOM HILL INVESTORS, LP	\$9.79

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/16/22	1120868	QINGYANG LI	\$147.79
11/16/22	1120869	DONALD BLACK	\$657.00
11/16/22	1120870	LENNAR NORTHWEST INC	\$79.80
11/16/22	1120871	JULIA HAN	\$138.61
11/17/22	1120872	EDWIN GARRETT	\$1,963.78
11/17/22	1120873	JENNIFER JONES	\$121.13
11/17/22	1120874	MIRSADA MUSIC	\$82.59
11/17/22	1120875	MADISON PARK APTS	\$12.64
11/17/22	1120876	EDUAR VALLE	\$32.34
11/17/22	1120877	MERCY PROPERTIES WASHINGTON III LLC	\$25.51
11/17/22	1120878	PHYLLIS BRADLEY	\$27.05
11/17/22	1120879	PEGGY DOLAN	\$248.68
11/17/22	1120880	JAZZMINE FIELDS	\$135.41
11/17/22	1120881	SREIT FULTONS CROSSING LLC	\$17.98
11/17/22	1120882	EDUARDO PINEDA	\$114.40
11/17/22	1120883	SAM ADKINS	\$28.64
11/18/22	1120884	FISERV, INC./CHECKFREE CORPORATION	\$66.95
11/18/22	1120885	PATRICIA KNOX	\$85.58
11/18/22	1120886	EVERETT HOUSING AUTHORITY	\$16.85
11/18/22	1120887	LGI HOMES - WASHINGTON, LLC	\$31.95
11/18/22	1120888	LGI HOMES - WASHINGTON, LLC	\$84.75
11/18/22	1120889	KENNETH MORRIS	\$223.36
11/18/22	1120890	AMY PANTURAD	\$156.86
11/18/22	1120891	MARY WALSH	\$122.35
11/18/22	1120892	APEX COMMERCIAL INVESTMENTS LLC	\$77.69
11/18/22	1120893	ALICIA BORGMAN	\$95.23
11/18/22	1120894	JACOB NYIRI	\$105.99
11/18/22	1120895	LGI HOMES - WASHINGTON, LLC	\$69.23
11/18/22	1120896	MARIANNE NORDEN	\$26.68
11/18/22	1120897	TECIA SMITH	\$122.01
11/18/22	1120898	SAMUAL OSTLER	\$75.89
11/18/22	1120899	ZARIN GREENOUGH	\$76.35

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/18/22	1120900	KATHERINE LEARY	\$106.69
11/18/22	1120901	MICHAEL GALLAGHER	\$20.54
11/18/22	1120902	LGI HOMES - WASHINGTON, LLC	\$57.27
11/18/22	1120903	KIMBERLY VILLINES	\$164.37
11/18/22	1120904	JOHN SHOTWELL	\$226.52
11/18/22	1120905	SAUL REVERTE	\$132.55
11/18/22	1120906	RICK BAUTHUES	\$162.70
11/18/22	1120907	DAVID HOMAVAND	\$151.71
11/18/22	1120908	STEPHANIE PARKINS	\$20.00
11/18/22	1120909	KENNETH PHILLIPPS	\$15.37
11/18/22	1120910	STACIA HORNBACHER	\$108.31
11/21/22	1120911	THOMAS JENSEN	\$74.69
11/21/22	1120912	TREVOR WILCOX	\$129.23
11/21/22	1120913	LORRIE MCCLINTOCK	\$14.84
11/21/22	1120914	JOHN BECKMAN	\$160.00
11/21/22	1120915	KBHPNW LLC DBA KB HOME	\$9.14
11/21/22	1120916	EVERETT OAKES 3213 LLC	\$14.40
11/21/22	1120917	BESIM HALIMI	\$40.41
11/21/22	1120918	KAREN WIRTH	\$146.74
11/21/22	1120919	GREEN ACRES PARK	\$22.09
11/21/22	1120920	VOID	\$0.00
11/21/22	1120921	TINA ADAMS	\$1,300.00
11/21/22	1120922	KARLI HUGEL	\$1,800.00
11/22/22	1120923	GABRIELLA SEVERINGHAUS	\$221.79
11/22/22	1120924	SEASONS LYNNWOOD, LLC	\$11.05
11/22/22	1120925	JON BUSBY	\$254.67
11/22/22	1120926	W MITCHELL COGDILL	\$89.24
11/22/22	1120927	DAVID KIERAN	\$33.52
11/22/22	1120928	KRYSTAL LANDRY	\$264.85
11/22/22	1120929	JANOS BERKENKOTTER	\$120.71
11/22/22	1120930	OSCAR VILLELA	\$102.11
11/22/22	1120931	SOUTH EVERETT APARTMENTS	\$27.08

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/22/22	1120932	ALS CASCADIAN OWNER LLC	\$40.55
11/22/22	1120933	CODY ROBERTS	\$33.36
11/22/22	1120934	SSHI LLC	\$55.31
11/22/22	1120935	LGI HOMES - WASHINGTON, LLC	\$26.84
11/22/22	1120936	STEVENS PT I CONDO HOA	\$746.31
11/22/22	1120937	OWEN LAMB	\$78.84
11/22/22	1120938	JANELY ACUNA	\$82.36
11/22/22	1120939	THENA WILTSE	\$68.69
11/22/22	1120940	DANIEL ZEBELL	\$242.77
11/22/22	1120941	MIKKI RYAN	\$18.61
11/22/22	1120942	LENNAR NORTHWEST INC	\$26.96
11/22/22	1120943	JUNLIN QI	\$30.63
11/22/22	1120944	VIKTORIA SMYGOVA	\$145.47
11/22/22	1120945	RITO RUGAMA RUIZ	\$256.12
11/22/22	1120946	DEBBIE GARRETT	\$141.93
11/22/22	1120947	DAS ACQUISITION COMPANY LLC	\$1,425.33
11/22/22	1120948	NICHOLAS MCCANN	\$190.34
11/22/22	1120949	FARID REZAIE	\$308.89
11/22/22	1120950	W MITCHELL COGDILL	\$236.70
11/22/22	1120951	ASHLEY KENNEDY	\$476.88
11/22/22	1120952	JAMES BOLING	\$49.79
11/22/22	1120953	HOANG NGUYEN	\$43.26
11/22/22	1120954	DENNIS STEVENSON	\$45.53
11/22/22	1120955	CHRISTOPHER LAUGHERY	\$130.07
11/22/22	1120956	ERIK KING	\$633.39
11/22/22	1120957	1080 ASH LLC	\$307.97
11/22/22	1120958	GAETANO ROGGINA	\$131.06
11/22/22	1120959	LGI HOMES - WASHINGTON, LLC	\$31.19
11/22/22	1120960	KRYSTAL CARITHERS	\$35.08
11/22/22	1120961	BABYLORETA RIVO	\$85.06
11/22/22	1120962	JASON PRESNELL	\$129.84
11/23/22	1120963	WESLEY BENIGNO	\$89.18

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
11/23/22	1120964	MATTHEW SHERIDAN	\$149.12
11/23/22	1120965	AAREN HERRON	\$81.37
11/23/22	1120966	BRENDA STUMPH	\$83.88
11/23/22	1120967	YUSMILA PADRON ALONSO	\$52.56
11/23/22	1120968	DAVID MEJIA QUESADA	\$8.70
11/23/22	1120969	JAMESHA MORTANT	\$141.13
11/23/22	1120970	JOSEPH BROWN	\$116.09
11/23/22	1120971	DANIEL RUSSELL	\$246.06
11/23/22	1120972	CATHY KIMBLER	\$735.89
11/23/22	1120973	MICHAEL NEWMAN	\$169.27
11/23/22	1120974	NGUYET NGUYEN	\$37.53
11/23/22	1120975	SARAH ROGERS	\$120.50
11/23/22	1120976	LYELL IMMUNOPHARMA INC	\$2,475.99
Total:			\$859,957.54

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	000523583509	CHASITY THOMAS	\$93.59
11/7/22	000523583510	RADEN PRADANA	\$35.45
11/8/22	000523592564	SALVATORE LEONE	\$122.16
11/8/22	000523592565	ARASH FATEMI	\$128.49
11/8/22	000523592566	ISABELLA LAZO	\$92.80
11/8/22	000523592567	ZHE LI	\$149.79
11/8/22	000523592568	GIBSON SCOTT	\$174.34
11/8/22	000523592569	AJITH HERGA	\$43.93
11/8/22	000523592570	TY GASTFIELD	\$5.25
11/8/22	000523592571	ALEXANDER SHAPOVALOV	\$29.20
11/8/22	000523592572	MARIA RICH	\$5.33
11/8/22	000523592573	ISABELLA LAZO	\$39.35
11/8/22	000523592574	KYLE HURD	\$14.44
11/8/22	000523592575	HELIOS MORGAN	\$93.81
11/8/22	000523592576	CARMEN VEGA	\$113.93
11/8/22	000523592577	SHALA HOUGHTON	\$14.50
11/8/22	000523592578	JERRY BOWERS	\$74.32
11/8/22	000523592579	FRANCES SEDENO-MATIAS	\$184.00
11/8/22	000523592580	KATHARINE KEASAL	\$26.96
11/8/22	000523592581	JOSEPHINE FURCINI	\$127.17
11/8/22	000523592582	STEFFEN FARMS	\$24.39
11/8/22	000523592583	MICHAEL SKOOR	\$51.76
11/8/22	000523592584	PA THONGSAONE	\$20.77
11/10/22	000523608889	EDWIN FRANCO	\$138.17
11/10/22	000523608890	EMILY DICKERSON	\$131.81
11/10/22	000523608891	TERESA SULOG	\$65.69
11/10/22	000523608892	TERESA SULOG	\$130.21
11/10/22	000523608893	BOBBIE SALAZAR	\$60.07
11/10/22	000523608894	TERESA SULOG	\$150.72
11/10/22	000523608895	OMAR AL ITHAWI	\$57.96
11/10/22	000523608896	NICHOLAS MESSER	\$24.70
11/10/22	000523608897	CAMILLIA JOHNSON	\$71.10

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	000523608898	MELISSA MYERS	\$22.15
11/10/22	000523608899	PHILLIP YBARRA	\$1,550.56
11/10/22	000523608900	EMILIE GUARDADO	\$38.25
11/15/22	000523639117	TAYLOR CARSON	\$25.01
11/15/22	000523639118	XIAOXIAO WANG	\$121.27
11/15/22	000523639119	VANESA RODRIGUEZ MARQUEZ	\$130.98
11/15/22	000523639120	KATRINA WEDIN	\$122.56
11/15/22	000523639121	ISAIAS GARCIA	\$72.42
11/15/22	000523639122	ARIEL ZANGWILL	\$156.77
11/15/22	000523639123	AUDREY CHADWELL	\$33.26
11/15/22	000523639124	JONATHAN STITZ	\$22.98
11/15/22	000523639125	LORI STOUT	\$13.27
11/15/22	000523639126	ROBERT RICE	\$24.72
11/15/22	000523639127	ASHLEY HEATH	\$63.60
11/15/22	000523639128	WANDA OLSEN	\$20.52
11/15/22	000523639129	LEEDA NAYAB	\$160.00
11/15/22	000523639130	GREG GUTSHALL	\$42.41
11/15/22	000523639131	ADAM SCHMELLING	\$18.69
11/15/22	000523639132	KEITH KINSEY	\$27.73
11/15/22	000523639133	TAMI WILLIAMS	\$124.00
11/15/22	000523639134	CHARLES PINO	\$50.00
11/15/22	000523639135	CHARLES PINO	\$35.64
11/15/22	000523639136	TAMARA SPRAYBERRY	\$47.47
11/15/22	000523639137	JOAN FENTON	\$20.80
11/15/22	000523639138	ROXANNE KUDLO	\$288.00
11/16/22	000523650131	VADSANA KEOAROUN	\$258.78
11/16/22	000523650132	SAVANNAH RUANO	\$94.85
11/16/22	000523650133	RYAN MENDOZA	\$14.89
11/16/22	000523650134	MARKUS DERROSSETT	\$69.90
11/16/22	000523650135	BROOKE WARD	\$47.15
11/16/22	000523650136	TAYLOR LAINE	\$50.85
11/16/22	000523650137	HARDIKKUMAR BHATT	\$52.41

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
11/16/22	000523650138	DEANNA HUDSON	\$16.69
11/16/22	000523650139	ELIZA THOMAS	\$111.63
11/16/22	000523650140	ALEXANDRIA FLUDE	\$32.64
11/16/22	000523650141	ALEXANDER PODGORNÝ	\$365.31
11/16/22	000523650142	ALEXANDER PODGORNÝ	\$365.31
11/16/22	000523650143	NICOLETTE HARRINGTON	\$83.51
11/16/22	000523650144	MARIA PACHECO MONTES	\$34.59
11/17/22	000523658971	HEIDI WARREN	\$1,016.53
11/18/22	000523666914	AUSTIN KIRBY	\$153.44
11/18/22	000523666915	MARIA KRUGLOVA	\$104.26
11/18/22	000523666916	ADAM ESASKY	\$126.58
11/18/22	000523666917	ZACKARY WEISNER	\$148.14
11/18/22	000523666918	ERIK BOSTON	\$15.73
11/18/22	000523666919	ISABELLA SAGGIO	\$49.88
11/18/22	000523666920	JOHN PETERSEN	\$96.07
11/18/22	000523666921	HANNAH CHUNG	\$15.73
11/18/22	000523666922	AARON THORNTON	\$26.96
11/18/22	000523666923	ELY DELROSARIO	\$1,060.81
11/21/22	000523681427	BRENDEN REESE	\$137.09
11/21/22	000523681428	CONNIE PIERCE	\$196.08
11/21/22	000523681429	SOLANGE DE LIMA	\$105.33
11/21/22	000523681430	KWI YOO	\$89.81
11/21/22	000523681431	MEGHAN ELLINGSON	\$53.24
11/21/22	000523681432	CONNIE PIERCE	\$209.00
11/21/22	000523681433	JACKIE STOY	\$14.58
11/21/22	000523681434	BEVERLY LEMAY	\$16.29
11/21/22	000523681435	CHRISTINA O'REGAN	\$21.26
11/21/22	000523681436	KATHARINE STAUFFER	\$12.36
11/21/22	000523681437	ANGELA CAMPBELL	\$97.22
11/21/22	000523681438	GARY ARTIM	\$37.10
11/21/22	000523681439	SARAH MOSS	\$30.81
11/21/22	000523681440	SCOTT COMEY	\$6.42

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
11/21/22	000523681441	CLAIRE MILAM	\$59.42
11/21/22	000523681442	TYLER JENNINGS	\$126.50
11/21/22	000523681443	JAMES LANE	\$128.91
11/21/22	000523681444	CHRISTI HOUTZ	\$35.16
11/22/22	000523691306	JAKOB HOLLAND-CASTRO	\$102.83
11/22/22	000523691307	GRANT MANNING	\$119.29
11/22/22	000523691308	DANIEL NDASUMBWA	\$123.32
11/22/22	000523691309	YI TANG	\$91.46
11/22/22	000523691310	CHRISTIAN MAGDALENO SCHROEBER	\$130.20
11/22/22	000523691311	ELIJAH TATE	\$40.58
11/22/22	000523691312	TRAE COOPER	\$42.54
11/22/22	000523691313	SANTIAGO VELANDIA	\$27.03
11/22/22	000523691314	JASON KAUFMAN	\$36.68
11/22/22	000523691315	SHAOKANG WANG	\$29.37
11/22/22	000523691316	MARISA WILLIAMS	\$26.47
11/22/22	000523691317	GUDELIA ORTIZ AGUIRRE	\$5.72
11/22/22	000523691318	MICHAEL SYLVESTER	\$24.13
11/22/22	000523691319	MELISSA HOLLAND	\$954.86
11/22/22	000523691320	LYNDA CAROL COLLINS	\$177.71
11/23/22	000523698811	EDNA ABAGATNAN	\$979.86
11/23/22	000523698812	LINDA PETE	\$74.00

Total: \$14,504.49

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	8071095	DENNIS GAU AND/OR JANA EASTERLING	\$15,400.00
11/8/22	8071096	EDMONDS SCHOOL DISTRICT #15	\$870.26
11/8/22	8071097	HOWARD CLERF	\$3,940.66
11/8/22	8071098	AT&T CORP	\$14,416.02
11/8/22	8071099	CDW LLC	\$11,295.00
11/8/22	8071100	CLACKAMAS COUNTY TAX COLLECTOR	\$3,333.94
11/8/22	8071101	COMCAST HOLDING CORPORATION	\$148.67
11/8/22	8071102	ENERSYS INC	\$9,262.37
11/8/22	8071103	EQUIFAX INFORMATION SERVICES LLC	\$8,972.31
11/8/22	8071104	CITY OF EVERETT	\$5,311.23
11/8/22	8071105	CORE & MAIN LP	\$2,633.36
11/8/22	8071106	ITRON INC	\$5,625.00
11/8/22	8071107	JEFFERSON COUNTY TAX COLLECTOR	\$5,578.71
11/8/22	8071108	KELLER SUPPLY CO	\$539.73
11/8/22	8071109	LANGUAGE LINE SERVICES INC	\$4,591.57
11/8/22	8071110	LOWES COMPANIES INC	\$129.96
11/8/22	8071111	GENUINE PARTS COMPANY	\$1,627.07
11/8/22	8071112	PACIFIC SAFETY SUPPLY INC	\$8,058.49
11/8/22	8071113	USF REDDAWAY INC	\$2,029.96
11/8/22	8071114	ROBERT HALF INTERNATIONAL INC	\$3,264.00
11/8/22	8071115	SALISH NETWORKS INC	\$480.35
11/8/22	8071116	SEAHURST ELECTRIC CO INC	\$7,552.43
11/8/22	8071117	SHI INTERNATIONAL CORP	\$3,039.32
11/8/22	8071118	SOUND PUBLISHING INC	\$138.18
11/8/22	8071119	TALLEY INC	\$761.48
11/8/22	8071120	UNUM LIFE INSURANCE CO OF AMERICA	\$37,533.24
11/8/22	8071121	STATE OF WASHINGTON	\$1,111.60
11/8/22	8071122	VALMONT COMPOSITE STRUCTURES INC	\$22,292.90
11/8/22	8071123	ALDERWOOD WATER & WASTEWATER DISTRI	\$315.38
11/8/22	8071124	CITY OF BRIER	\$100.00
11/8/22	8071125	CLEARVIEW GLASS CO INC	\$164.85
11/8/22	8071126	CROOK COUNTY TAX COLLECTOR	\$2,872.67

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/8/22	8071127	DIRECTV LLC	\$182.99
11/8/22	8071128	THE HO SEIFFERT COMPANY	\$3,530.00
11/8/22	8071129	SMART ENERGY CONSUMER COLLABORATIVE	\$5,000.00
11/8/22	8071130	PUBLIC UTILITY DIST NO 1 OF	\$2,086.56
11/8/22	8071131	TRUE SURVEY SUPPLY INC	\$313.42
11/8/22	8071132	STATE OF WASHINGTON STATE PATROL	\$1,202.23
11/8/22	8071133	CITY OF EVERETT	\$346.50
11/8/22	8071134	WAVE BUSINESS SOLUTIONS	\$26.79
11/8/22	8071135	THE PAPE GROUP INC	\$51,817.21
11/8/22	8071136	PACIFIC ENERGY CONCEPTS LLC	\$5,385.00
11/8/22	8071137	CAMPBELL NISSAN EVERETT INC	\$88.58
11/8/22	8071138	ARAMARK UNIFORM & CAREER APPAREL GR	\$4,632.04
11/8/22	8071139	IBEAM SYSTEMS INC	\$7,926.70
11/8/22	8071140	JOLLY FAMILY CORP	\$168.64
11/8/22	8071141	NORTHWEST FIBER LLC	\$7,446.32
11/8/22	8071142	SOURCEONE SOLUTIONS LLC	\$2,380.00
11/8/22	8071143	CLARY LONGVIEW LLC	\$47,477.03
11/8/22	8071144	CXTEC INC	\$2,318.89
11/8/22	8071145	KENDALL DEALERSHIP HOLDINGS LLC	\$710.94
11/8/22	8071146	PUBLIC STORAGE	\$4,580.00
11/8/22	8071147	UNIVERSAL PROTECTION SERVICE LP	\$1,500.24
11/8/22	8071148	ACCESS INFO INTERMEDIATE HLDNG I LL	\$1,253.81
11/8/22	8071149	THE PAPE GROUP	\$167.75
11/8/22	8071150	FREMONT ANALYTICAL INC	\$170.00
11/8/22	8071151	WESTLAND RESOURCES INC	\$16,910.36
11/8/22	8071152	ANCHOR SOFTWARE LLC	\$17,866.67
11/8/22	8071153	COLUMBIA-WILLAMETTE CLEAN CITIES	\$500.00
11/8/22	8071154	TIMOTHY G STOCKER	\$1,750.00
11/8/22	8071155	GREGORY A GEORGE	\$1,100.00
11/8/22	8071156	EARTH SAVERS ENERGY SERVICES INC	\$558.78
11/8/22	8071157	GB ENTERPRISES OF WASHINGTON LLC	\$650.00
11/8/22	8071158	R&L GLASS INSTALLATION	\$950.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/8/22	8071159	MARY WICKLUND	\$18.80
11/8/22	8071160	DENNIS GAU AND/OR JANA EASTERLING	\$13,500.00
11/8/22	8071161	JENNY ZIMMERMAN/ OR WENDY VLAHOVICH	\$2,300.00
11/9/22	8071162	DENNIS GAU AND/OR JANA EASTERLING	\$2,300.00
11/10/22	8071163	COMCAST	\$1,544.13
11/10/22	8071164	CAMPBELL HOMES INC	\$6,906.74
11/10/22	8071165	JANET ANDERSON OR CRYSTAL RAINWATER	\$2,500.00
11/10/22	8071166	DENNIS GAU AND/OR JANA EASTERLING	\$5,000.00
11/10/22	8071167	JENNY ZIMMERMAN/ OR WENDY VLAHOVICH	\$1,400.00
11/10/22	8071168	THOMAS L BONFIGLIO INC	\$1,731.90
11/10/22	8071169	CLEAN HARBORS ENVIRONMENTAL	\$30,570.36
11/10/22	8071170	COMCAST HOLDING CORPORATION	\$281.76
11/10/22	8071171	POSDATA GROUP INC	\$2,362.85
11/10/22	8071172	CITY OF EVERETT	\$185.71
11/10/22	8071173	ITRON INC	\$34,175.82
11/10/22	8071174	CITY OF LYNNWOOD	\$2,194.73
11/10/22	8071175	CITY OF MARYSVILLE	\$1,856.34
11/10/22	8071176	GENUINE PARTS COMPANY	\$1,209.40
11/10/22	8071177	PUGET SOUND ENERGY INC	\$611.05
11/10/22	8071178	ROBERT HALF INTERNATIONAL INC	\$5,951.02
11/10/22	8071179	SHI INTERNATIONAL CORP	\$2,661.11
11/10/22	8071180	STATE OF WASHINGTON	\$10,308.12
11/10/22	8071181	WAGNER SMITH EQUIPMENT CO	\$6,492.89
11/10/22	8071182	WESCO GROUP INC	\$410.53
11/10/22	8071183	BICKFORD MOTORS INC	\$7,898.15
11/10/22	8071184	D & G BACKHOE INC	\$280.00
11/10/22	8071185	GREATER EDMONDS CHAMBER OF COMMERCE	\$3.22
11/10/22	8071186	SIEMENS INDUSTRY INC	\$12,460.46
11/10/22	8071187	SKOTDAL MUTUAL LLC	\$220.00
11/10/22	8071188	STATE OF WASHINGTON	\$717.60
11/10/22	8071189	BEAR COMMUNICATIONS INC	\$7,215.88
11/10/22	8071190	THE PAPE GROUP INC	\$7,683.09

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	8071191	THE PAPE GROUP INC	\$7,558.55
11/10/22	8071192	SUPERIOR SEPTIC SERVICE LLC	\$469.37
11/10/22	8071193	MARTIN ENERGY GROUP SERVICES LLC	\$49,358.15
11/10/22	8071194	REACH SPORTS MARKETING GROUP INC	\$1,923.26
11/10/22	8071195	KENDALL DEALERSHIP HOLDINGS LLC	\$111.89
11/10/22	8071196	THE PAPE GROUP	\$2,404.06
11/10/22	8071197	EVERGREEN STATE SHEET METAL INC	\$2,650.00
11/10/22	8071198	WASCO COUNTY TAX COLLECTOR	\$9,203.94
11/10/22	8071199	DOUGLAS COUNTY TAX COLLECTOR	\$2,332.65
11/14/22	8071200	JULIE MORRISON OR MAURICE SANTOS	\$1,700.00
11/14/22	8071201	DENNIS GAU AND/OR JANA EASTERLING	\$12,500.00
11/15/22	8071202	COMCAST	\$2,725.82
11/15/22	8071203	STROMME HOMES INC	\$1,645.00
11/15/22	8071204	CLEAN HARBORS ENVIRONMENTAL	\$53,629.49
11/15/22	8071205	POSDATA GROUP INC	\$2,820.36
11/15/22	8071206	GLOBAL RENTAL COMPANY INC	\$10,220.70
11/15/22	8071207	CORE & MAIN LP	\$2,956.08
11/15/22	8071208	ISLAND COUNTY	\$206.50
11/15/22	8071209	CITY OF MOUNTLAKE TERRACE	\$6,334.72
11/15/22	8071210	GENUINE PARTS COMPANY	\$337.32
11/15/22	8071211	PACIFIC TOPSOILS INC	\$174.50
11/15/22	8071212	RIVERSIDE TOPSOIL INC	\$230.00
11/15/22	8071213	SIX ROBBLEES INC	\$603.01
11/15/22	8071214	SNOHOMISH COUNTY	\$165,755.54
11/15/22	8071215	SOUND PUBLISHING INC	\$82.32
11/15/22	8071216	UNITED SITE SERVICES OF NEVADA INC	\$640.22
11/15/22	8071217	UNIVERSAL LANGUAGE SERVICE INC	\$44.05
11/15/22	8071218	WESCO GROUP INC	\$208.66
11/15/22	8071219	BICKFORD MOTORS INC	\$1,327.87
11/15/22	8071220	RYAN SCOTT FELTON	\$59.35
11/15/22	8071221	INTEGRATED SYSTEMS CONTROLS LLC	\$5,020.24
11/15/22	8071222	PUBLIC UTILITY DIST NO 1 OF	\$3,527.16

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/15/22	8071223	STILLY VALLEY CENTER	\$293.00
11/15/22	8071224	STATE OF WASHINGTON	\$358.80
11/15/22	8071225	WESTERN PACIFIC CRANE & EQUIP LLC	\$126.31
11/15/22	8071226	EXPERTS EXCHANGE LLC	\$549.95
11/15/22	8071227	CASCADE COLLISION CENTER INC	\$2,388.75
11/15/22	8071228	NORTH SOUND AUTO GROUP LLC	\$23.47
11/15/22	8071229	THE PAPE GROUP INC	\$3,782.74
11/15/22	8071230	WCP ENVELOPE LLC	\$1,888.19
11/15/22	8071231	VEHICLE SERVICE GROUP LLC	\$25,193.76
11/15/22	8071232	GEOTAB USA INC	\$687.00
11/15/22	8071233	KENDALL DEALERSHIP HOLDINGS LLC	\$341.18
11/15/22	8071234	UNIVERSAL PROTECTION SERVICE LP	\$2,123.11
11/15/22	8071235	CONCENTRIC LLC	\$750.88
11/15/22	8071236	ACCESS INFO INTERMEDIATE HLDNG I LL	\$4,688.23
11/15/22	8071237	WESTERN ENGRAVERS SUPPLY INC	\$17,281.17
11/15/22	8071238	SUPERIOR GLASS INSTALLATIONS INC	\$1,100.00
11/15/22	8071239	TULALIP RESORT CASINO	\$2,000.00
11/15/22	8071240	LEIDOS ENGINEERING LLC	\$985.00
11/15/22	8071241	AA REMODELING LLC	\$560.00
11/15/22	8071242	AA REMODELING LLC	\$860.00
11/15/22	8071243	VALENTINE ROOFING INC	\$950.00
11/17/22	8071244	TRICIA SLOCUM	\$2,000.00
11/17/22	8071245	JACKIE MORALES	\$2,203.00
11/17/22	8071246	CLATSKANIE PEOPLES UTILITY DISTRICT	\$3,625.00
11/17/22	8071247	D HITTLE & ASSOCIATES INC	\$2,414.20
11/17/22	8071248	GLOBAL RENTAL COMPANY INC	\$7,033.60
11/17/22	8071249	ITRON INC	\$8,554.13
11/17/22	8071250	US BANK/POWEREX	\$93,545.50
11/17/22	8071251	PUGET SOUND ENERGY INC	\$52,512.64
11/17/22	8071252	CITY OF ARLINGTON	\$950.22
11/17/22	8071253	REPUBLIC SERVICES INC	\$373.53
11/17/22	8071254	RIVERSIDE TOPSOIL INC	\$208.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/17/22	8071255	ROBERT HALF INTERNATIONAL INC	\$6,145.95
11/17/22	8071256	SIX ROBBLEES INC	\$9,827.27
11/17/22	8071257	SNOHOMISH COUNTY	\$145.00
11/17/22	8071258	SNOHOMISH COUNTY SOCIETY OF	\$7,000.51
11/17/22	8071259	SUBURBAN PROPANE	\$49.19
11/17/22	8071260	US DEPT OF AGRICULTURE	\$5,916.38
11/17/22	8071261	AABCO BARRICADE CO INC	\$4,148.18
11/17/22	8071262	BICKFORD MOTORS INC	\$3,569.50
11/17/22	8071263	CITY OF BRIER	\$100.00
11/17/22	8071264	DMC POWER INC	\$456.30
11/17/22	8071265	HARBOR MARINE MAINTENANCE & SUPPLY	\$314.20
11/17/22	8071266	GARY D KREIN	\$769.30
11/17/22	8071267	PACIFICORP	\$46,728.00
11/17/22	8071268	SNOHOMISH COUNTY	\$1,129.91
11/17/22	8071269	TOTAL LANDSCAPE CORP	\$12,091.05
11/17/22	8071270	GHB WINDOW CLEANING SERVICES INC	\$17,492.08
11/17/22	8071271	JENNIFER DARLENE WENZEL	\$365.75
11/17/22	8071272	US BANK/BROOKFIELD RENEWABLE	\$44,846.00
11/17/22	8071273	THOMAS A LITTLE	\$2,000.00
11/22/22	8071274	SELECT HOMES INC	\$2,464.23
11/22/22	8071275	MAINVUE WA LLC	\$5,868.99
11/22/22	8071276	MINNA CHOE	\$7,415.09
11/22/22	8071277	SEVAN MULTI-SITE SOLUTIONS, INC	\$190.00
11/22/22	8071278	CDW LLC	\$110,428.82
11/22/22	8071279	COGDILL NICHOLAS REIN WARTELLE ANDR	\$100.00
11/22/22	8071280	CONTECH ENGINEERED SOLUTIONS INC	\$17,220.18
11/22/22	8071281	CITY OF DARRINGTON	\$5,643.65
11/22/22	8071282	DISH NETWORK	\$87.79
11/22/22	8071283	EVERETT ENGINEERING INC	\$56,593.55
11/22/22	8071284	GLOBAL RENTAL COMPANY INC	\$216,970.08
11/22/22	8071285	CITY OF GOLD BAR	\$6,447.96
11/22/22	8071286	CITY OF GOLD BAR	\$519.64

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/22/22	8071287	INSTITUTE OF ELECTRL & ELECTRONICS	\$6,984.00
11/22/22	8071288	CITY OF LYNNWOOD	\$403.93
11/22/22	8071289	CITY OF MARYSVILLE	\$141,511.01
11/22/22	8071290	CITY OF MOUNTLAKE TERRACE	\$50,202.31
11/22/22	8071291	BEACON PUBLISHING INC	\$660.00
11/22/22	8071292	GENUINE PARTS COMPANY	\$236.24
11/22/22	8071293	PUGET SOUND ENERGY INC	\$220.89
11/22/22	8071294	CITY OF ARLINGTON	\$96,336.00
11/22/22	8071295	SEAHURST ELECTRIC CO INC	\$29,916.69
11/22/22	8071296	SEAHURST ELECTRIC CO INC	\$44,376.58
11/22/22	8071297	SIX ROBBLEES INC	\$1,883.69
11/22/22	8071298	SUBURBAN PROPANE	\$2,137.83
11/22/22	8071299	CITY OF SULTAN	\$23,248.45
11/22/22	8071300	TALLEY INC	\$436.03
11/22/22	8071301	STATE OF WASHINGTON	\$40.00
11/22/22	8071302	WESCO GROUP INC	\$290.30
11/22/22	8071303	ALDERWOOD WATER & WASTEWATER DISTRI	\$33.66
11/22/22	8071304	CITY OF ARLINGTON	\$94,999.24
11/22/22	8071305	BICKFORD MOTORS INC	\$325.76
11/22/22	8071306	CITY OF BOTHELL	\$94,234.41
11/22/22	8071307	CITY OF BRIER	\$12,444.59
11/22/22	8071308	DAYVILLE HAY & GRAIN INC	\$1,377.32
11/22/22	8071309	DIRECTV LLC	\$186.98
11/22/22	8071310	CITY OF EDMONDS	\$108,093.21
11/22/22	8071311	ENGINUIITY ADVANTAGE LLC	\$6,001.60
11/22/22	8071312	EDS MCDUGALL LLC	\$360.00
11/22/22	8071313	CITY OF INDEX	\$507.98
11/22/22	8071314	CITY OF LAKE STEVENS	\$76,836.63
11/22/22	8071315	CITY OF LAKE STEVENS	\$38,913.38
11/22/22	8071316	CITY OF MONROE	\$66,743.76
11/22/22	8071317	REX ELECTRIC SERVICE INC	\$2,649.38
11/22/22	8071318	RUBATINO REFUSE REMOVAL INC	\$5,268.08

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/22/22	8071319	CITY OF STANWOOD	\$25,219.62
11/22/22	8071320	TECHNOLOGY UNLIMITED	\$714.35
11/22/22	8071321	TOWN OF WOODWAY	\$4,041.61
11/22/22	8071322	CITY OF GRANITE FALLS	\$13,349.94
11/22/22	8071323	HDR ENGINEERING INC	\$23,001.94
11/22/22	8071324	MBI SYSTEMS INC	\$9,180.22
11/22/22	8071325	ANSERGY WECC INC	\$27,000.00
11/22/22	8071326	EXCIMP CONSULTING BV	\$101,490.00
11/22/22	8071327	PACIFIC PUBLIC MEDIA	\$2,075.00
11/22/22	8071328	GSR RENTALS INC	\$1,291.93
11/22/22	8071329	NORTH SOUND AUTO GROUP LLC	\$100.23
11/22/22	8071330	KAISER FOUNDATION HEALTH PLAN OF WA	\$2,708.00
11/22/22	8071331	CITY OF EVERETT	\$496,658.20
11/22/22	8071332	GEO TEST SERVICES INC	\$705.80
11/22/22	8071333	OCCUPATIONAL HEALTH CENTERS OF WA P	\$472.00
11/22/22	8071334	DNV GL NOBLE DENTON USA LLC	\$11,571.15
11/22/22	8071335	WASHINGTON STATE DOT	\$572.11
11/22/22	8071336	HALEY & ALDRICH INC	\$38,129.57
11/22/22	8071337	CADMAN MATERIALS INC	\$4,685.73
11/22/22	8071338	CLARY LONGVIEW LLC	\$585,823.93
11/22/22	8071339	KINSHIP GROUP LLC	\$7,346.31
11/22/22	8071340	QUEEN CITY SHEET METAL & ROOFING IN	\$111,565.28
11/22/22	8071341	KENDALL DEALERSHIP HOLDINGS LLC	\$851.23
11/22/22	8071342	HOLLANDER PROPERTIES LLC	\$51,045.00
11/22/22	8071343	COVEWOOD MANOR LLC	\$718.59
11/22/22	8071344	LPIV SEATTLE BB TH LLC	\$1,000,000.00
11/22/22	8071345	MATERIALS TESTING & CONSULTING INC	\$1,201.50
11/22/22	8071346	THOMAS A LITTLE	\$2,000.00
11/22/22	8071347	JS2 CORP	\$1,059.00
11/22/22	8071348	TETRA TECH INC	\$22,673.96
11/22/22	8071349	SIGNAL FLUID SOLUTIONS INC	\$72,971.74
11/22/22	8071350	GREGORY A GEORGE	\$1,150.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
11/22/22	8071351	ENERGY MANAGEMENT COLLABORATIVE LLC	\$3,118.69
11/22/22	8071352	GB ENTERPRISES OF WASHINGTON LLC	\$550.00
11/22/22	8071353	INDUSTRIAL LIGHT & ENERGY INC	\$50.00
11/22/22	8071354	CITY OF LYNNWOOD	\$144,796.69
11/22/22	8071355	CITY OF MUKILTEO	\$66,075.76
11/22/22	8071356	CITY OF SNOHOMISH	\$35,569.79
11/22/22	8071357	SUPERIOR GLASS INSTALLATIONS INC	\$400.00
Total:			\$5,509,291.31

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	6033855	DAVEY TREE SURGERY COMPANY	\$255,776.10
11/7/22	6033856	DAVID EVANS & ASSOCIATES INC	\$1,385.20
11/7/22	6033857	INTERWEST CONSTRUCTION INC	\$502,122.70
11/7/22	6033858	NORTH COAST ELECTRIC COMPANY	\$4,811.04
11/7/22	6033859	NORTHWEST POWER POOL CORP	\$1,854.17
11/7/22	6033860	OSMOSE UTILITIES SERVICES INC	\$22,769.53
11/7/22	6033861	ROMAINE ELECTRIC CORP	\$166.39
11/7/22	6033862	SAP INDUSTRIES INC	\$3,510.00
11/7/22	6033863	TACOMA SCREW PRODUCTS INC	\$34.44
11/7/22	6033864	TOPSOILS NORTHWEST INC	\$1,035.04
11/7/22	6033865	WEST COAST PAPER CO	\$1,160.54
11/7/22	6033866	WILLIAMS SCOTSMAN INC	\$723.28
11/7/22	6033867	WW GRAINGER INC	\$658.71
11/7/22	6033868	AARD PEST CONTROL INC	\$141.77
11/7/22	6033869	BENS CLEANER SALES INC	\$496.02
11/7/22	6033870	COLEHOUR & COHEN INC	\$5,945.00
11/7/22	6033871	ECODOCX LLC	\$30,000.00
11/7/22	6033872	HD FOWLER COMPANY INC	\$1,268.57
11/7/22	6033873	HOGLUNDS TOP SHOP INC	\$252.76
11/7/22	6033874	LENZ ENTERPRISES INC	\$533.86
11/7/22	6033875	NORTHWEST CASCADE INC	\$123.38
11/7/22	6033876	ROHLINGER ENTERPRISES INC	\$2,187.24
11/7/22	6033877	OFFICE OF THE SECRETARY OF STATE	\$406.68
11/7/22	6033878	GRAYBAR ELECTRIC CO INC	\$281.30
11/7/22	6033879	ALTEC INDUSTRIES INC	\$2,467.13
11/7/22	6033880	ANIXTER INC	\$46,186.61
11/7/22	6033881	MALLORY SAFETY AND SUPPLY LLC	\$24,777.85
11/7/22	6033882	SEMAPHORE CORP	\$2,923.34
11/7/22	6033883	FASTMAN INC	\$7,834.40
11/7/22	6033884	TRAFFIC CONTROL PLAN CO OF WA LLC	\$875.00
11/7/22	6033885	MCWANE INC	\$46,742.27
11/7/22	6033886	EQUINOX RESEARCH & CONSULTING	\$4,087.54

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	6033887	ALAN L MONSON	\$219.80
11/7/22	6033888	MORGAN LEWIS & BOCKIUS LLP	\$12,795.25
11/7/22	6033889	AA REMODELING LLC	\$550.00
11/7/22	6033890	SEATOWN ELECTRIC HEATING & AIR CORP	\$2,650.00
11/7/22	6033891	RENO SANSAYER	\$54.65
11/7/22	6033892	ROCHELLE LYON	\$189.91
11/7/22	6033893	SCOTT SPAHR	\$420.00
11/7/22	6033894	WILLIAM BINCKLEY	\$189.91
11/7/22	6033895	JOHN HIEB	\$1,172.46
11/7/22	6033896	DAVID WEIL	\$199.00
11/7/22	6033897	BRAILEE WEEKS	\$1,110.51
11/7/22	6033898	MARK CURFMAN	\$93.80
11/8/22	6033899	CARDINAL PAINT & POWDER INC	\$79.46
11/8/22	6033900	NORTH COAST ELECTRIC COMPANY	\$77.71
11/8/22	6033901	OSMOSE UTILITIES SERVICES INC	\$110,076.18
11/8/22	6033902	STELLAR INDUSTRIAL SUPPLY INC	\$5,655.33
11/8/22	6033903	TOPSOILS NORTHWEST INC	\$517.52
11/8/22	6033904	WILLIAMS SCOTSMAN INC	\$1,710.22
11/8/22	6033905	ALLIED ELECTRONICS INC	\$34.72
11/8/22	6033906	BENEFITFOCUS COM INC	\$7,885.92
11/8/22	6033907	EDGE ANALYTICAL INC	\$203.94
11/8/22	6033908	HOGLUNDS TOP SHOP INC	\$439.60
11/8/22	6033909	LENZ ENTERPRISES INC	\$759.86
11/8/22	6033910	NORTHWEST CASCADE INC	\$2,920.75
11/8/22	6033911	LOUIS F MATHESON CONSTRUCTION INC	\$1,713.18
11/8/22	6033912	ROHLINGER ENTERPRISES INC	\$5,219.54
11/8/22	6033913	STATE OF WASHINGTON	\$33,530.15
11/8/22	6033914	ALTEC INDUSTRIES INC	\$1,564.67
11/8/22	6033915	ANIXTER INC	\$21,353.84
11/8/22	6033916	SEATTLE NUT & BOLT LLC	\$978.11
11/8/22	6033917	REXEL USA INC	\$101.58
11/8/22	6033918	NORTH COUNTY OUTLOOK INC	\$405.00

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/8/22	6033919	CENVEO WORLDWIDE LIMITED	\$10,650.63
11/8/22	6033920	AGISSAR CORPORATION	\$264.99
11/8/22	6033921	MAPBOX INC	\$293.50
11/8/22	6033922	WELLNESS BY WISHLIST INC	\$1,432.76
11/8/22	6033923	DC GROUP INC	\$7,140.97
11/8/22	6033924	BORDER STATES INDUSTRIES INC	\$1,180.27
11/8/22	6033925	ALERA GROUP INC	\$2,106.25
11/8/22	6033926	MORGAN LEWIS & BOCKIUS LLP	\$33,939.00
11/8/22	6033927	SOUND GRID PARTNERS LLC	\$25,876.69
11/8/22	6033928	AMERICAN CRAWLSPACE & PEST SERVICES	\$2,596.00
11/8/22	6033929	CLEAN CRAWL INC	\$1,046.00
11/8/22	6033930	AA REMODELING LLC	\$650.00
11/8/22	6033931	CM AIR PROS LLC	\$7,600.00
11/8/22	6033932	KEVIN BAGGETT	\$136.00
11/8/22	6033933	MATTHEW MCREYNOLDS	\$116.00
11/8/22	6033934	JACQUELYNE ABUHL	\$1,039.40
11/8/22	6033935	KRISTI STERLING	\$2,298.40
11/8/22	6033936	MELISSA WITZEL	\$1,024.58
11/8/22	6033937	LISA KALINA	\$55.41
11/8/22	6033938	SIDNEY LOGAN	\$145.63
11/8/22	6033939	RICHARD ROSENKILDE	\$319.00
11/9/22	6033940	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$5,707.55
11/9/22	6033941	DAVID EVANS & ASSOCIATES INC	\$3,350.45
11/9/22	6033942	HOWARD INDUSTRIES INC	\$47,015.22
11/9/22	6033943	INTERWEST CONSTRUCTION INC	\$326,292.02
11/9/22	6033944	NORTH COAST ELECTRIC COMPANY	\$3,154.34
11/9/22	6033945	NORTHSTAR CHEMICAL INC	\$647.40
11/9/22	6033946	RWC INTERNATIONAL LTD	\$52.64
11/9/22	6033947	TOPSOILS NORTHWEST INC	\$646.90
11/9/22	6033948	WILLIAMS SCOTSMAN INC	\$226.52
11/9/22	6033949	COLEHOUR & COHEN INC	\$9,294.70
11/9/22	6033950	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$29.12

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/9/22	6033951	EASTSIDE SAW & SALES INC	\$102.97
11/9/22	6033952	GENERAL PACIFIC INC	\$28,941.07
11/9/22	6033953	HOGLUNDS TOP SHOP INC	\$439.60
11/9/22	6033954	LENZ ENTERPRISES INC	\$38,164.67
11/9/22	6033955	LONGS LANDSCAPE LLC	\$1,100.57
11/9/22	6033956	BEN-KO-MATIC CO	\$253.90
11/9/22	6033957	POLY BAG LLC	\$73.47
11/9/22	6033958	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$770.95
11/9/22	6033959	SENSUS USA INC	\$27,584.90
11/9/22	6033960	WALTER E NELSON CO OF WESTERN WA	\$121.66
11/9/22	6033961	SAMPSA M WRIGHT	\$9,593.10
11/9/22	6033962	GRAYBAR ELECTRIC CO INC	\$640.45
11/9/22	6033963	ALTEC INDUSTRIES INC	\$621.12
11/9/22	6033964	THE SISNEY GROUP LLC	\$3.68
11/9/22	6033965	FORMA CONSTRUCTION COMPANY	\$2,987.58
11/9/22	6033966	AMERICAN CRAWLSPACE & PEST SERVICES	\$896.00
11/9/22	6033967	COZY HEATING INC	\$3,300.00
11/9/22	6033968	CM AIR PROS LLC	\$19,500.00
11/10/22	6033969	ALS GROUP USA CORP	\$229.00
11/10/22	6033970	ASPLUNDH TREE EXPERT LLC	\$35,549.29
11/10/22	6033971	ECONOMIC ALLIANCE SNOHOMISH COUNTY	\$50,000.00
11/10/22	6033972	MOTOR TRUCKS INTL & IDEALEASE INC	\$28.15
11/10/22	6033973	TOPSOILS NORTHWEST INC	\$388.14
11/10/22	6033974	CELLCO PARTNERSHIP	\$4,185.44
11/10/22	6033975	EDGE ANALYTICAL INC	\$521.18
11/10/22	6033976	GEOENGINEERS INC	\$6,235.75
11/10/22	6033977	HOGLUNDS TOP SHOP INC	\$252.76
11/10/22	6033978	LENZ ENTERPRISES INC	\$36,144.44
11/10/22	6033979	PORTAGE BAY SOLUTIONS INC	\$1,519.00
11/10/22	6033980	SENSUS USA INC	\$14,946.40
11/10/22	6033981	TECH PRODUCTS INC	\$870.00
11/10/22	6033982	ALTEC INDUSTRIES INC	\$107.99

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/10/22	6033983	ANIXTER INC	\$25,158.75
11/10/22	6033984	ICONIX WATERWORKS INC	\$4,264.29
11/10/22	6033985	CG ENGINEERING PLLC	\$16,725.00
11/10/22	6033986	WORKLOGIX MANAGEMENT INC	\$750.00
11/10/22	6033987	FLEET SERVICE VEHICLE REPAIR LLC	\$779.43
11/10/22	6033988	BORDER STATES INDUSTRIES INC	\$1,703.36
11/10/22	6033989	COHEN VENTURES INC	\$20,988.57
11/10/22	6033990	HUGH GIBSON	\$1,103.71
11/10/22	6033991	SHELLEY PATTISON	\$1,129.48
11/10/22	6033992	JESSIE PITTIS	\$462.01
11/14/22	6033993	ALS GROUP USA CORP	\$170.00
11/14/22	6033994	HOWARD INDUSTRIES INC	\$115,132.35
11/14/22	6033995	MOSS ADAMS LLP	\$1,260.00
11/14/22	6033996	MOTOR TRUCKS INTL & IDEALEASE INC	\$767.50
11/14/22	6033997	MR TRUCK WASH INC	\$1,893.60
11/14/22	6033998	OSMOSE UTILITIES SERVICES INC	\$46,685.43
11/14/22	6033999	PARAMETRIX INC	\$10,638.75
11/14/22	6034000	SISKUN INC	\$703.33
11/14/22	6034001	SNOHOMISH COUNTY	\$203.50
11/14/22	6034002	STAR RENTALS INC	\$3,104.99
11/14/22	6034003	STELLAR INDUSTRIAL SUPPLY INC	\$1,342.43
11/14/22	6034004	STELLA-JONES CORPORATION	\$29,038.88
11/14/22	6034005	TOPSOILS NORTHWEST INC	\$905.66
11/14/22	6034006	VAN NESS FELDMAN LLP	\$3,923.00
11/14/22	6034007	WILLIAMS SCOTSMAN INC	\$585.05
11/14/22	6034008	WW GRAINGER INC	\$404.78
11/14/22	6034009	CUZ CONCRETE PRODUCTS INC	\$2,830.87
11/14/22	6034010	LELAND R DART	\$900.00
11/14/22	6034011	DICKS TOWING INC	\$1,458.94
11/14/22	6034012	DUNLAP INDUSTRIAL HARDWARE INC	\$200.46
11/14/22	6034013	ECOLIGHTS NORTHWEST LLC	\$252.52
11/14/22	6034014	EDGE ANALYTICAL INC	\$271.92

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/14/22	6034015	GENERAL PACIFIC INC	\$452.22
11/14/22	6034016	LENZ ENTERPRISES INC	\$41,417.55
11/14/22	6034017	ELECTRICAL TRAINING ALLIANCE	\$37.77
11/14/22	6034018	BEN-KO-MATIC CO	\$434.34
11/14/22	6034019	LOUIS F MATHESON CONSTRUCTION INC	\$403.98
11/14/22	6034020	TRAVIS PATTERN & FOUNDRY INC	\$3,216.72
11/14/22	6034021	WALTER E NELSON CO OF WESTERN WA	\$1,475.52
11/14/22	6034022	WESTERN SAFETY PRODUCTS INC	\$996.95
11/14/22	6034023	THE FAB SHOP LLC	\$1,548.18
11/14/22	6034024	GRAYBAR ELECTRIC CO INC	\$2,661.68
11/14/22	6034025	ANIXTER INC	\$4,763.58
11/14/22	6034026	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,225.00
11/14/22	6034027	MCWANE INC	\$55,380.64
11/14/22	6034028	HARNISH GROUP INC	\$84.41
11/14/22	6034029	CONSOR NORTH AMERICA INC	\$5,247.50
11/14/22	6034030	OAC SERVICES INC	\$10,130.22
11/14/22	6034031	THE ADT SECURITY CORPORATION	\$4,400.51
11/14/22	6034032	BREEZE FREE INC	\$800.00
11/14/22	6034033	MISTY STEVENS	\$127.52
11/14/22	6034034	ASTRID GAMBILL	\$1,486.18
11/14/22	6034035	GIUSEPPE FINA	\$139.63
11/15/22	6034036	MOTOR TRUCKS INTL & IDEALEASE INC	\$637.10
11/15/22	6034037	MR TRUCK WASH INC	\$2,450.77
11/15/22	6034038	NELSON DISTRIBUTING INC	\$2,334.68
11/15/22	6034039	NORTHWEST POWER POOL CORP	\$4,377.69
11/15/22	6034040	STELLAR INDUSTRIAL SUPPLY INC	\$1,725.92
11/15/22	6034041	TACOMA SCREW PRODUCTS INC	\$413.76
11/15/22	6034042	TOPSOILS NORTHWEST INC	\$388.14
11/15/22	6034043	WW GRAINGER INC	\$276.16
11/15/22	6034044	EDGE ANALYTICAL INC	\$226.60
11/15/22	6034045	LENZ ENTERPRISES INC	\$16,190.63
11/15/22	6034046	ROHLINGER ENTERPRISES INC	\$2,477.28

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/15/22	6034047	GRAYBAR ELECTRIC CO INC	\$231.85
11/15/22	6034048	ANIXTER INC	\$103,508.08
11/15/22	6034049	CAPITAL ARCHITECTS GROUP PC	\$9,788.50
11/15/22	6034050	HCL AMERICA INC	\$55,049.28
11/15/22	6034051	REXEL USA INC	\$960.97
11/15/22	6034052	NORTH COUNTY OUTLOOK INC	\$405.00
11/15/22	6034053	FARWEST LINE SPECIALTIES LLC	\$1,111.66
11/15/22	6034054	JR MERIT INC	\$11,016.38
11/15/22	6034055	EIP COMMUNICATIONS I LLC	\$5,520.18
11/15/22	6034056	TARREN ACKERMANN	\$44,962.73
11/15/22	6034057	K&D SERVICES INC	\$3,092.17
11/15/22	6034058	ROBERT MCMANIS	\$742.89
11/15/22	6034059	JULIE MAINSTONE	\$722.57
11/15/22	6034060	AARON JANISKO	\$278.50
11/15/22	6034061	MELISSA COLLINS	\$340.26
11/15/22	6034062	JEFFREY FEINBERG	\$344.43
11/15/22	6034063	JOHN HAARLOW	\$392.71
11/15/22	6034064	PAUL KISS	\$242.50
11/15/22	6034065	LANCE RHODES	\$136.00
11/15/22	6034066	GILLIAN ANDERSON	\$72.52
11/16/22	6034067	ELECTRO-MECHANICAL CORP	\$96,420.77
11/16/22	6034068	HOWARD INDUSTRIES INC	\$68,603.98
11/16/22	6034069	OSMOSE UTILITIES SERVICES INC	\$12,975.47
11/16/22	6034070	PERKINS COIE LLP	\$5,405.40
11/16/22	6034071	S&C ELECTRIC COMPANY	\$4,412.58
11/16/22	6034072	STAR RENTALS INC	\$2,913.30
11/16/22	6034073	STELLAR INDUSTRIAL SUPPLY INC	\$6,379.82
11/16/22	6034074	STELLA-JONES CORPORATION	\$43,237.57
11/16/22	6034075	TOPSOILS NORTHWEST INC	\$129.38
11/16/22	6034076	UNITED PARCEL SERVICE	\$1,007.28
11/16/22	6034077	STATE OF WASHINGTON	\$6,192.48
11/16/22	6034078	STATE OF WASHINGTON	\$3,421.16

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/16/22	6034079	WEST COAST PAPER CO	\$2,936.53
11/16/22	6034080	COLEHOUR & COHEN INC	\$19,062.38
11/16/22	6034081	ECODOCX LLC	\$14,760.00
11/16/22	6034082	LENZ ENTERPRISES INC	\$16,137.25
11/16/22	6034083	ELECTRICAL TRAINING ALLIANCE	\$202.72
11/16/22	6034084	REX ELECTRIC SERVICE INC	\$2,780.00
11/16/22	6034085	TYNDALE ENTERPRISES INC	\$2,345.68
11/16/22	6034086	SEMAPHORE CORP	\$12,037.82
11/16/22	6034087	THE GOODYEAR TIRE & RUBBER CO	\$223.10
11/16/22	6034088	REXEL USA INC	\$1,675.98
11/16/22	6034089	RESOURCE INNOVATIONS INC	\$25,396.16
11/16/22	6034090	CONSOR NORTH AMERICA INC	\$2,963.75
11/16/22	6034091	LIBERTY MUTUAL GROUP INC	\$11,481.06
11/16/22	6034092	AMERICAN CRAWLSPACE & PEST SERVICES	\$2,468.00
11/16/22	6034093	CYNDY NANCE	\$79.17
11/16/22	6034094	TRACY TUCEK	\$2,179.72
11/16/22	6034095	THOMAS HEAPHY	\$136.00
11/16/22	6034096	SIRENA FOTHERGILL	\$96.08
11/16/22	6034097	SHAUNA BOSER	\$131.85
11/16/22	6034098	SHAINA JOHNSON	\$669.08
11/16/22	6034099	LIBERTY MUTUAL GROUP INC	\$1,039.19
11/17/22	6034100	ALASKAN COPPER & BRASS CO	\$2,290.32
11/17/22	6034101	ASPLUNDH TREE EXPERT LLC	\$29,532.76
11/17/22	6034102	DOBLE ENGINEERING CO	\$643.65
11/17/22	6034103	ELECTRO-MECHANICAL CORP	\$269,636.35
11/17/22	6034104	HOWARD INDUSTRIES INC	\$10,121.79
11/17/22	6034105	NORTH COAST ELECTRIC COMPANY	\$105.93
11/17/22	6034106	STELLAR INDUSTRIAL SUPPLY INC	\$11,483.04
11/17/22	6034107	TESSCO INCORPORATED	\$132.32
11/17/22	6034108	TOPSOILS NORTHWEST INC	\$129.38
11/17/22	6034109	TULLETT PREBON AMERICAS CORP	\$36,516.00
11/17/22	6034110	WILLIAMS SCOTSMAN INC	\$3,852.23

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/17/22	6034111	OTC GLOBAL HOLDINGS LP	\$275.00
11/17/22	6034112	OTC GLOBAL HOLDINGS LP	\$875.00
11/17/22	6034113	COLEHOUR & COHEN INC	\$81,525.54
11/17/22	6034114	GENERAL PACIFIC INC	\$302.07
11/17/22	6034115	LENZ ENTERPRISES INC	\$13,881.84
11/17/22	6034116	ROGER R OLSEN	\$2,359.88
11/17/22	6034117	BEN-KO-MATIC CO	\$1,459.56
11/17/22	6034118	TRAVIS PATTERN & FOUNDRY INC	\$745.49
11/17/22	6034119	TRIANGLE ASSOCIATES INC	\$2,868.69
11/17/22	6034120	THE FAB SHOP LLC	\$14,956.30
11/17/22	6034121	GRAYBAR ELECTRIC CO INC	\$1,024.54
11/17/22	6034122	FINANCIAL CONSULTING SOLUTIONS GROU	\$2,955.00
11/17/22	6034123	MICHAEL NASH	\$195.00
11/17/22	6034124	GEORGE H SWANEY	\$2,643.06
11/17/22	6034125	ANDREW JORDAN HARPER	\$2,437.91
11/17/22	6034126	CENVEO WORLDWIDE LIMITED	\$4,838.68
11/17/22	6034127	AGISSAR CORPORATION	\$329.15
11/17/22	6034128	DIAMOND VOGEL INC	\$1,591.44
11/17/22	6034129	THE ADT SECURITY CORPORATION	\$531.26
11/17/22	6034130	MING K LEUNG	\$728.13
11/17/22	6034131	ALEXANDRA LEGARE	\$728.75
11/17/22	6034132	BREEZE FREE INC	\$700.00
11/17/22	6034133	COHEN VENTURES INC	\$171,766.00
11/17/22	6034134	SHAUNA BOSER	\$455.50
11/18/22	6034135	AVISTA CORPORATION	\$31,300.00
11/18/22	6034136	EUGENE WATER & ELECTRIC BOARD	\$8,200.00
11/18/22	6034137	PORTLAND GENERAL ELECTRIC CO	\$70,130.00
11/18/22	6034138	TYNDALE ENTERPRISES INC	\$8,002.73
11/18/22	6034139	TRAFFIC CONTROL PLAN CO OF WA LLC	\$350.00
11/18/22	6034140	SXNQELS L SUWECM KSULILMUMAL AKALMU	\$3,440.00
11/18/22	6034141	CHANDLER ASSET MANAGEMENT INC	\$3,500.00
11/18/22	6034142	SOUND GRID PARTNERS LLC	\$12,764.49

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/18/22	6034143	AA REMODELING LLC	\$2,350.00
11/18/22	6034144	REFINED CONSULTING GROUP	\$4,300.00
11/18/22	6034145	BENJAMIN SMITH	\$249.00
11/18/22	6034146	SHAY CAMPBELL	\$279.00
11/18/22	6034147	AMY TONSGARD	\$104.00
11/18/22	6034148	KELSEY LEWIS	\$111.00
11/18/22	6034149	SEAN O'CONNOR	\$76.26
11/21/22	6034150	DAVID EVANS & ASSOCIATES INC	\$25,979.29
11/21/22	6034151	HOWARD INDUSTRIES INC	\$7,994.13
11/21/22	6034152	IBEW LOCAL 77	\$78,482.97
11/21/22	6034153	MOTOR TRUCKS INTL & IDEALEASE INC	\$247.02
11/21/22	6034154	NORTH COAST ELECTRIC COMPANY	\$4,785.98
11/21/22	6034155	NORTHSTAR CHEMICAL INC	\$692.20
11/21/22	6034156	NORTHWEST POWER POOL CORP	\$3,962.77
11/21/22	6034157	TOPSOILS NORTHWEST INC	\$1,035.03
11/21/22	6034158	TFS ENERGY LLC	\$925.00
11/21/22	6034159	DICKS TOWING INC	\$131.06
11/21/22	6034160	ECODOCX LLC	\$116,666.00
11/21/22	6034161	EDGE ANALYTICAL INC	\$1,309.13
11/21/22	6034162	EVERETT STEEL INC	\$326.18
11/21/22	6034163	LENZ ENTERPRISES INC	\$1,128.09
11/21/22	6034164	MILLIMAN INC	\$2,187.01
11/21/22	6034165	MT HOOD FASTENER CO	\$543.21
11/21/22	6034166	ELECTRICAL TRAINING ALLIANCE	\$699.61
11/21/22	6034167	GARY PETERSEN	\$14,142.95
11/21/22	6034168	QUALCO ENERGY	\$33,283.04
11/21/22	6034169	LOUIS F MATHESON CONSTRUCTION INC	\$318.31
11/21/22	6034170	ROHLINGER ENTERPRISES INC	\$686.77
11/21/22	6034171	TRAVIS PATTERN & FOUNDRY INC	\$964.48
11/21/22	6034172	OFFICE OF THE SECRETARY OF STATE	\$2,505.00
11/21/22	6034173	UNITED RENTALS NORTH AMERICA INC	\$471.77
11/21/22	6034174	GRAYBAR ELECTRIC CO INC	\$482.68

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/21/22	6034175	HECTOR BRACERO	\$2,673.74
11/21/22	6034176	ANIXTER INC	\$3,923.43
11/21/22	6034177	ICONIX WATERWORKS INC	\$47,333.69
11/21/22	6034178	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
11/21/22	6034179	CENVEO WORLDWIDE LIMITED	\$5,062.21
11/21/22	6034180	HARMSSEN LLC	\$7,182.50
11/21/22	6034181	HARNISH GROUP INC	\$3,303.88
11/21/22	6034182	TARREN ACKERMANN	\$4,475.72
11/21/22	6034183	QCL INC	\$3,302.00
11/21/22	6034184	ADP INC	\$12,069.00
11/21/22	6034185	CLEAN CRAWL INC	\$2,340.00
11/21/22	6034186	COZY HEATING INC	\$2,650.00
11/21/22	6034187	CM AIR PROS LLC	\$11,900.00
11/21/22	6034188	FRANK DANIEL	\$136.00
11/21/22	6034189	JAMES RUIZ	\$179.65
11/21/22	6034190	NICHOLAS BELISLE	\$249.00
11/21/22	6034191	MELISSA MASHITA	\$672.00
11/21/22	6034192	JULIA ANDERSON	\$40.63
11/21/22	6034193	RYAN WALKER	\$351.00
11/21/22	6034194	ROBERT MARKS	\$204.75
11/21/22	6034195	SHAINA JOHNSON	\$200.00
11/21/22	6034196	CINDY WITTMAN	\$100.00
11/21/22	6034197	RICHARD ROSENKILDE	\$73.13
11/21/22	6034198	PAUL KISS	\$299.31
11/21/22	6034199	KELLAN BULMAN	\$249.00
11/21/22	6034200	JOHN ROBERTS	\$175.00
11/21/22	6034201	ROBERT PATRICK	\$112.00
11/22/22	6034202	ALS GROUP USA CORP	\$241.00
11/22/22	6034203	DAVID EVANS & ASSOCIATES INC	\$3,176.70
11/22/22	6034204	DAY MANAGEMENT CORPORATION	\$363.81
11/22/22	6034205	IVOXY CONSULTING INC	\$3,000.00
11/22/22	6034206	MOTOR TRUCKS INTL & IDEALEASE INC	\$449.94

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/22/22	6034207	NORTH COAST ELECTRIC COMPANY	\$12,673.30
11/22/22	6034208	PUGET SOUND ENERGY INC	\$1,209.98
11/22/22	6034209	ROMAINE ELECTRIC CORP	\$261.16
11/22/22	6034210	STELLAR INDUSTRIAL SUPPLY INC	\$7,174.19
11/22/22	6034211	TOPSOILS NORTHWEST INC	\$776.28
11/22/22	6034212	UNITED PARCEL SERVICE	\$1,098.19
11/22/22	6034213	WW GRAINGER INC	\$1,253.77
11/22/22	6034214	AARD PEST CONTROL INC	\$104.98
11/22/22	6034215	ECODOCX LLC	\$116,667.00
11/22/22	6034216	ROHLINGER ENTERPRISES INC	\$2,319.90
11/22/22	6034217	STOEL RIVES LLP	\$18,959.50
11/22/22	6034218	VISION METERING LLC	\$4,680.00
11/22/22	6034219	WETHERHOLT & ASSOCIATES INC	\$12,066.15
11/22/22	6034220	GRAYBAR ELECTRIC CO INC	\$1,281.48
11/22/22	6034221	HECTOR BRACERO	\$461.58
11/22/22	6034222	ALTEC INDUSTRIES INC	\$492.29
11/22/22	6034223	ANIXTER INC	\$405,149.08
11/22/22	6034224	SEATTLE NUT & BOLT LLC	\$152.19
11/22/22	6034225	GRID SOLUTIONS US LLC	\$160,058.36
11/22/22	6034226	ID LABELING SYSTEMS	\$2,868.39
11/22/22	6034227	API NATIONAL SERVICE GROUP INC	\$39,749.00
11/22/22	6034228	TARREN ACKERMANN	\$1,594.04
11/22/22	6034229	MORGAN LEWIS & BOCKIUS LLP	\$15,900.75
11/22/22	6034230	GOLDFINCH BROTHERS INC	\$1,300.00
11/22/22	6034231	GS HEATING & COOLING LLC	\$2,950.00
11/23/22	6034232	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$22,659.65
11/23/22	6034233	NORTHSTAR CHEMICAL INC	\$557.80
11/23/22	6034234	ROMAINE ELECTRIC CORP	\$4,713.71
11/23/22	6034235	RWC INTERNATIONAL LTD	\$173.62
11/23/22	6034236	STELLAR INDUSTRIAL SUPPLY INC	\$131.66
11/23/22	6034237	TOPSOILS NORTHWEST INC	\$129.38
11/23/22	6034238	UNITED PARCEL SERVICE	\$597.19

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
11/23/22	6034239	WEST COAST PAPER CO	\$2,224.38
11/23/22	6034240	BRAKE & CLUTCH SUPPLY INC	\$114.68
11/23/22	6034241	CELLCO PARTNERSHIP	\$313.76
11/23/22	6034242	GENERAL PACIFIC INC	\$30,414.83
11/23/22	6034243	LENZ ENTERPRISES INC	\$87.27
11/23/22	6034244	RICOH USA INC	\$1,318.80
11/23/22	6034245	LOUIS F MATHESON CONSTRUCTION INC	\$258.96
11/23/22	6034246	WEX BANK	\$88,902.16
11/23/22	6034247	GRAYBAR ELECTRIC CO INC	\$722.26
11/23/22	6034248	ANIXTER INC	\$997.89
11/23/22	6034249	HCL AMERICA INC	\$113,205.18
11/23/22	6034250	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,050.00
11/23/22	6034251	ROLLUDA ARCHITECTS	\$19,244.99
11/23/22	6034252	WELLNESS BY WISHLIST INC	\$1,473.36
11/23/22	6034253	SERIES SEVEN INC	\$2,168.56
11/23/22	6034254	FORMA CONSTRUCTION COMPANY	\$26,459.81
11/23/22	6034255	REBECCA WOLFE	\$358.75
Total:			\$5,409,167.30

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	7002677	CRAWFORD & COMPANY	\$6,380.88
11/10/22	7002678	US BANK NA	\$2,023,226.99
11/10/22	7002679	ICMA-RC	\$39,831.62
11/14/22	7002680	US DEPARTMENT OF ENERGY	\$40,128.38
11/21/22	7002681	PUBLIC UTILITY DIST NO 1 OF CHELAN	\$177,568.00
11/21/22	7002682	THE ENERGY AUTHORITY INC	\$9,300.00
11/21/22	7002683	PUGET SOUND ENERGY INC	\$79,492.00
11/21/22	7002684	CITY OF SEATTLE	\$445,878.10
11/21/22	7002685	TRANSALTA ENERGY MARKETING US INC	\$209,752.00
11/21/22	7002686	US DEPARTMENT OF ENERGY	\$4,300.00
11/21/22	7002687	CITY OF TACOMA WASHINGTON	\$30,664.00
11/21/22	7002688	EDF TRADING NORTH AMERICA LLC	\$16,365.00
11/21/22	7002689	HAMPTON LUMBER MILLS-WA INC	\$69,542.55
11/21/22	7002690	ICMA-RC	\$252,025.02
11/21/22	7002691	IDAHO POWER COMPANY	\$5,500.00
11/21/22	7002692	LL&P WIND ENERGY INC	\$271,877.57
11/21/22	7002693	MACQUARIE ENERGY NORTH AMERICA TRAD	\$43,140.00
11/21/22	7002694	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$37,353.59
11/21/22	7002695	WHEAT FIELD WIND POWER PROJECT LLC	\$1,420,271.31
11/21/22	7002696	ICMA-RC	\$758,222.04
11/21/22	7002697	AVANGRID RENEWABLES HOLDINGS INC	\$1,060,101.82
11/22/22	7002698	US POSTAL SVC	\$75,000.00
11/23/22	7002699	US DEPARTMENT OF ENERGY	\$20,685,180.00

Total: \$27,761,100.87

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
11/18/22	5300000724	PUD EMPLOYEES - DIRECT DEPOSIT	\$6,314,670.63
11/7/22	844777 - 844800	PUD EMPLOYEES - WARRANTS	\$49,675.46
11/22/22	844801 - 844813	PUD EMPLOYEES - WARRANTS	\$47,059.89

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
11/7/22	5300000718	US POSTAL SVC	\$110,000.00
11/8/22	5300000719	WELLNESS BY WISHLIST INC	\$3,667.28
11/8/22	5300000720	STATE OF WA DEPT OF RETIR	\$1,876,153.92
11/9/22	5300000721	STATE OF WA DEPT OF REVEN	\$394.34
11/10/22	5300000722	WELLNESS BY WISHLIST INC	\$18,749.90
11/18/22	5300000723	WELLNESS BY WISHLIST INC	\$9,759.44
11/18/22	5300000724	ADP INC	\$2,007,365.32
11/22/22	5300000725	WELLNESS BY WISHLIST INC	\$3,667.28
11/23/22	5300000726	STATE OF WA DEPT OF REVEN	\$2,119,829.18
11/23/22	5300000727	STATE OF WA DEPT OF RETIR	\$260,005.32
11/25/22	5300000728	WELLNESS BY WISHLIST INC	\$25,806.33
Total:			\$6,435,398.31



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 6A

TITLE:

Consideration of a Resolution Adopting the 2023 Budget for Public Utility District No. 1 of Snohomish County, Washington

SUBMITTED FOR: Public Hearing and Action

<u>Finance Division</u>	<u>Scott Jones/Sarah Bond</u>	<u>8356/8448</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>November 15, 2022</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 checked="" type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4) ... a non-delegable, statutorily assigned Board duty as defined under RCW 54.16.080 ... budget.

The attached Resolution adopts the 2023 Budget for the Electric, Generation and Water Systems.

List Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION Adopting the 2023 Budget for Public Utility
District No. 1 of Snohomish County, Washington

WHEREAS, a proposed budget for Public Utility District No. 1 of Snohomish County, Washington (the “District”), was filed by the Commission of the District in accordance with the requirements of applicable law; and

WHEREAS, after having given prior notice to the public in accordance with the requirements of applicable law, the Commission held public hearings to take testimony on issues relating to spending levels under consideration for the year 2023; and

WHEREAS, Resolution 5853 Modifying the Electric System’s Financial Reserve Policy provides that cash reserves and funds are presented in the annual budget and that the staff discuss with the Board proposed modifications of funds; and

WHEREAS, after having considered staff’s estimates of income for 2023 and estimates of expenditures, capital construction requirements, and projected use of reserve funds, and having considered the public testimony of those customers submitting and offering testimony, the Commission has concluded that the 2023 District budget summarized in Exhibit “A” hereto is fairly structured to meet the needs of the District and its customers.

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

1. The 2023 budget and the Fund transfers for Public Utility District No. 1 of Snohomish County, as summarized in the attached Exhibit “A,” is hereby adopted.

PASSED AND APPROVED this 6th day of December 2022.

President

Vice-President

Secretary

Exhibit A

Snohomish County PUD 2023 Budget

(\$000's)	Electric	Generation	Water
Operating Revenues			
Energy/Water Retail Sales	\$ 644,664	\$ 26,446	\$ 13,282
Energy/Water Wholesale Sales	60,393	-	503
Other Operating Revenues	33,660	-	370
Total Operating Revenues	\$ 738,717	\$ 26,446	\$ 14,155
Operating Expenses			
Purchased Power/Water	\$ 326,093	\$ -	\$ 3,680
Operations & Maintenance	267,398	9,559	8,129
Taxes	40,163	98	720
Depreciation (non-cash)	64,214	6,041	3,647
Total Operating Expenses	\$ 697,868	\$ 15,698	\$ 16,176
Net Operating Income	\$ 40,849	\$ 10,748	\$ (2,021)
Non-Operating Income (Expense)			
Interest Income & Other	\$ 12,298	\$ 700	\$ 102
Interest Charges	(18,335)	(4,162)	(593)
Contributions	32,559	50	5,394
Total Non-Operating Income (Expense)	\$ 26,522	\$ (3,412)	\$ 4,903
Net Income	\$ 67,371	\$ 7,336	\$ 2,883
Other Expenditures			
Capital Expenditures	\$ 174,084	\$ 5,845	\$ 14,028
Debt Service Principal	12,054	7,532	964
Reserves Additions/(Uses)			
Revenue Fund/GFC Fund	\$ 24,421	\$ -	\$ (4,920)
Bond Construction Funds	(74,355)	-	(7,000)



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 7A

TITLE

Consideration of a Motion Accepting the Financial Planning and Budgeting Monitoring Report

SUBMITTED FOR: Items for Individual Consideration

<u>Finance Division</u>	<u>Sarah Bond</u>	<u>8448</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 checked="" 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 Limitation 4 – Financial Planning and Budgeting

List Attachments:

Internal Monitoring Report – Financial Planning and Budgeting (EL-4)



GOVERNANCE INTERNAL MONITORING REPORT

Report Date: December 6, 2022

Policy Type: Executive Limitations

Reporting Method: ☒ Executive Report ☐ External Audit ☐ Direct Inspection

Policy Title: Financial Planning and Budgeting (EL-4)

Date of Policy: April 27, 1999


Frequency: Annually

Global Policy Prohibition: *The District's multi-year financial plan shall not deviate materially from the Board's Ends priorities or risk fiscal jeopardy. The District's annual budget shall not fail to be derived from a multi-year plan of at least five years.*

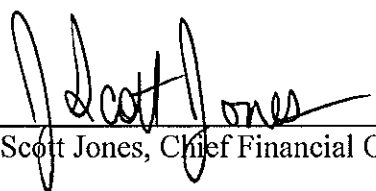
Interpretation: The District will prepare a multi-year financial plan that is fiscally responsible and consistent with the Board's Ends Policy.

Compliance: This report constitutes my assurance that, as reasonably interpreted, the District is in compliance with these conditions as of December 6, 2022.

Summary Data: A proposed budget and multi-year forecast, along with key assumptions, was provided and discussed with the Board during the November 1, 2022 and November 15, 2022 public hearings.

Signed 
John A. Haarlow, CEO/General Manager


Date

Signed 
J. Scott Jones, Chief Financial Officer


Date

1. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which fails to include credible projection of revenues and expenses, separation of capital and operations items, cash flow, and disclosure of planning assumptions.*

Interpretation: The proposed budget and five-year forecast will be prepared with realistic projections of revenues and expenditures, and will include adequate disclosure of major assumptions, components, and effect on reserves.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: Staff provided the Board with a proposed budget and multi-year forecast during the November 1, 2022 and November 15, 2022 public hearings.

2. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which allows operating cash to drop below a safety reserve of less than \$20 million at the end of any fiscal year.*

Interpretation: The proposed budget and five-year forecast will be prepared to ensure that operating reserves stay at or above \$20 million.

Conclusion: The District's financial reserve policies mandate operating reserves well above this Executive Limitation.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2022 public hearings included reserve projections well above this \$20 million target.

3. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which provides less for Board prerogatives during the year than is set forth in the Cost of Governance policy.*

Interpretation: The proposed budget and multi-year forecast will include resources to ensure the Board of Commissioners can fulfill their policy-making responsibilities.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2022 public hearings included resources specific to the Board of Commissioners and was prepared in conjunction with the Clerk of the Board based on Board input.

4. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which allows Electric System year-end debt service coverage to fall below 1.75.*

Interpretation: The proposed budget and multi-year forecast will reflect debt service coverage for each year at 1.75 or higher.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2022 public hearings reflected debt service coverage levels above 1.75.

5. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which finances greater than forty percent (40%) of non-generation Electric System capital improvements within a fifteen-year period including the plan year.*

Interpretation: The proposed budget and multi-year forecast will be prepared assuming bond proceeds for the fifteen-year period (including the multi-year forecast) do not exceed 40% of capital expenditures during the same period.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2022 public hearings reflected bond proceeds that were below 40% of the anticipated capital expenditures during the same period.

6. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which plans for rate increases in excess of three percent (3%) in any year, or compound increases in excess of nine percent (9%) over any consecutive five-year period.*

Interpretation: The proposed budget and multi-year forecast will be prepared assuming the District will have no general rate increases greater than 3% in any year or cumulative general rate increases greater than 9% compounded over a five-year period.

Conclusion: This Executive Limitation was not met. In order to address significant inflation and other cost pressures in the five-year forecast, the District has suggested rate increases slightly higher than the policy. The District's Bonneville Power Administration Cost Adjustment Clause (Resolution 5440) allows for BPA rate adjustments in addition to general rate increases.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2022 public hearings reflected a general rate increase of 2.0% annually for 2023 through 2027. No year includes a rate increase greater than 3.0%, but the compound impact of these rate increases is 10% for the five-year forecast.

7. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which fails to maintain annual spending on public purposes of three percent (3%) of Electric System revenue beginning in 2001. (Public purposes spending is defined as those expenditures related to conservation, weatherization, and renewable resources.)*

Interpretation: The proposed budget and multi-year forecast will be prepared with the assumption that the District should spend at least three percent (3%) of retail energy sales on public purposes expenditures.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2022 public hearings reflected public purposes spending well in excess of the three percent (3%) requirement.



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 7B

TITLE

Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement With DISH Wireless, LLC., Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property

SUBMITTED FOR: Items for Individual Consideration

Joint Use and Permits	Beth Haskin	4315
Department	Contact	Extension
Date of Previous Briefing:	<u>November 15, 2022</u>	
Estimated Expenditure:		Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

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

The District has entered into a number of Master License Agreements with various entities to allow for and establish terms and conditions regarding the licensing of wireless communication facilities on District property. Such Master License Agreements provide additional revenue to the District that enhance the District's ability to be a lower-cost provider/distributor of electricity and to optimize return on public investment in District facilities.

DISH Wireless, LLC., desires and is willing to enter into a Master License Agreement with the District so that it may install wireless communication facilities on District property.

District staff recommend that the Commission pass the attached resolution to authorize execution of a Master License Agreement with DISH Wireless, LLC.

List Attachments:

Resolution

Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement With DISH Wireless, LLC., Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property

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

WHEREAS, the District has entered into a number of Master License Agreements with various entities to allow for and establish terms and conditions regarding licensing of wireless telecommunication facilities on District property; and

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

WHEREAS, DISH Wireless, LLC., desires and is willing to enter into a Master License Agreement with the District in the form attached hereto as Exhibit “A” so that it may install wireless telecommunication facilities on District property.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County that the proposed Master License Agreement between the District and DISH Wireless, LLC., is in the best interest of the District, and that the Assistant General Manager, Distribution and Engineering Services, or his designee, is hereby authorized to execute said Master License Agreement on behalf of the District in substantially

the form attached hereto as Exhibit A; provide that the final form of the Master License Agreement shall be subject to the review and approval of the District's General Counsel or his designee.

PASSED AND APPROVED this 6th day of December, 2022.

President

Vice-President

Secretary

MASTER LICENSE AGREEMENT

This Master License Agreement (“Agreement” or “MLA”), dated as of this ____ day of _____, 2022, is made by and between Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“Licensor”), and DISH Wireless L.L.C., a Colorado limited liability company (“Licensee”). Licensor and Licensee may also be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

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

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

1. MASTER LICENSE AGREEMENT

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

2. USE

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

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

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

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

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

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

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

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

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

3. TERM

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

4. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

5. FEES

5.1 ANNUAL FEE

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

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

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

5.2 RESERVATION FEE

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

5.3 APPLICATION FEE

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

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

5.4 ADJUSTMENT OF FEES

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

5.5 ESCORT AND BUILDING FEES

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

5.6 INTEREST

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

5.7 LATE FEE

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

5.8 OTHER AMOUNTS

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

6. SITE LICENSE APPROVAL

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

Name: Beth Haskin
Joint Use and Permits
Administrator

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

Phone No. 425-783-4315

Email: Jointuse@snopud.com

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

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

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

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

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

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

7. SITE ACCEPTANCE

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

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

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

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

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

8. PERFORMANCE OF THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

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

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

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

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

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

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

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

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

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

10. LIENS

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

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

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

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

11. UTILITIES FOR THE SITE

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

12. ACCESS TO THE SITE

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

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

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

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

13. PAYMENT OF FEES AND TAXES

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

14. INSURANCE

14.1 REQUIRED INSURANCE OF LICENSEE

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

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

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

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

14.2 NO LIMITATION ON LIABILITY

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

14.3 COMPLIANCE

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

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

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

15. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

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

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

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

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

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

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

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

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

16. ASSIGNMENT

16.1 BY LICENSEE

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

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

17. MAINTENANCE AND REPAIRS

17.1 LICENSEE'S OBLIGATION

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

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

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

17.2 LICENSOR'S OBLIGATION

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

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

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

18. COOPERATION AND COORDINATION

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

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

19. EMERGENCIES

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

Licensor: 425-783-5060

Licensee:

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

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

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

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

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

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

21. SURRENDER OF SITE; HOLDING OVER

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

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

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

22. SECURITY AND REMEDIES ON DEFAULT

22.1. SECURITY REQUIREMENT

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

22.2. AMOUNT OF SECURITY

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

22.3. FORM OF SECURITY

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

(a) Licensor's Approval Required

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

(b) Performance Bond

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

(c) Defenses Waived

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

22.4. LICENSEE'S EVENTS OF DEFAULT

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

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

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

22.5. LICENSOR'S REMEDIES

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

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

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

22.6. LICENSOR'S DEFAULT

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

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

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

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

22.7. DUTY TO MITIGATE DAMAGES

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

23. REPRESENTATIONS AND COVENANTS

23.1 Each Party mutually represents and warrants to the other:

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

23.2 Licensee represents and warrants:

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

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

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

24. ENVIRONMENTAL MATTERS

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

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

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

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

25. SUBORDINATION

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

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

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

26. PROTECTION OF PROPERTY AND PERSONS

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

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

27. COMPLIANCE WITH LAWS

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

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

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

28. PERMITS AND PROTECTION OF EXISTING RIGHTS

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

29. ENTIRE AGREEMENT

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

30. SEVERABILITY

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

31. SURVIVAL

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

32. BINDING EFFECT

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

33. HEADINGS

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

34. NON-WAIVER

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

35. DRAFTING OF AGREEMENT

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

36. NOTICES AND OTHER COMMUNICATIONS

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

For the Licensor:

Name: Beth Haskin
Joint Use and Permits
Administrator

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

Phone No. 425-783-4315

Email: Jointuse@snopud.com

For Licensee:

Name
Address:

Delivery

Fax No.
Phone No.

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

37. GOVERNING LAW AND VENUE

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

38. FORCE MAJEURE

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

39. TIMELY RESPONSE

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

40. EXAMINATION OF RECORDS

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

41. RISK OF LOSS

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

42. REIMBURSEMENT AND PAYMENT

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

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

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

LICENSOR:

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

Guy Payne
Assistant General Manager Distribution & Engineering Services

Date: _____

LICENSEE:

Name: _____

Title: _____

Date: _____

Exhibit A

Site License Acknowledgment

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

1. Site Name and/or Number:

2. Site Address

3. Site Legal Description:

4. The Site is:
☐ Owned by Licensor
☐ Leased by Licensor (copy of Lease attached)
☐ Used under easement to Licensor (copy of Easement attached)
☐ Pole is located in the utility Right of Way

5. FCC License Number _____ (Copy of License attached)
Date Issued: ____

6. General Description of Facility Licensed (e.g., 20' of space beginning at 100' elevation of existing 140' communications tower):

7. Antenna Physical Description (e.g., array of 6 ea. mast antennas, vertically oriented, with steel mounting structure extending approx. 10' from existing lattice tower, at elevation _____):

8. Electronic Cabinet Physical Description (e.g., 3 ea. cabinets, 3'Wx3'Dx6'H each, elevated from the ground on wooden platform and posts, with power entrance conduits and communications cable conduits):

9. Transmitter Description:

Manufacturer: _____
Model: _____
Frequency: _____
Bandwidth: _____
Power(ERP): _____

10. Utility services:

Power provided by: _____
Telecommunications Landline provided by: _____

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

Licensors Approval (initials): _____
Date: _____

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

13. Drawings Received by Licensors:

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

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

14. Structural Integrity Study:

Received _____ or waived _____ by Licensors (initials): _____
Date: _____

15. Site Access Details and Provisions:

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

17. Construction Work requested of Licensors by Licensee:

- 18. Coordination Provisions between Licensor and Licensee:
- 19. Annual Fee: \$ _____
- 20. Amount of Security: \$ _____
- 21. Additional Provisions:

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

By: _____

Name Maureen Matthews, _

Manager, Joint Use & Permits

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

Exhibit B Fee Schedule

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

1. Annual Fee

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

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

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

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

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

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

**EXHIBIT C
RESERVATION OF SITE**

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

1. Site Name and Number:

2. Site Address:

3. Site Legal Description:

4. General Description of Facility or Property to be held in reservation for Licensee (e.g., 20' of space beginning at 100' elevation of existing 140' communications Tower):

[insert company name]

By: _____

Name: _____

Title: _____

Date: _____

Accepted and Acknowledged by:

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

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D**WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE****WWCIC ENGINEERING STANDARD #6 REV. C (02-97) FOR RADIO TRANSMITTING
AND RECEIVING DEVICES AND FM BROADCAST**

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

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

The following engineering standards will be observed:

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

INTERFERENCE POLICY STATEMENT

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

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

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

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

ATTACHMENT A
SITE LIST

Carrier Name	SITE NAME	FACILITY NAME	SITE NUMBER	MLA 20% MLA EXPIRES Increase
--------------	-----------	---------------	-------------	---------------------------------

Exhibit A1

SITE LIST

SITE NAME

FACILITY NAME

SITE NUMBER

BOND AMOUNT REQUIRED



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 7C

TITLE

Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement With SNO911 and a Memorandum of Understanding With SNO911 and the City of Mountlake Terrace

SUBMITTED FOR: Items for Individual Consideration

<u>Telecommunications</u>	<u>Nick Johnston</u>	<u>4415</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>November 15, 2022</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 checked="" type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

In 2005, the District, Snohomish County Emergency Radio System (SERS), and the City of Mountlake Terrace attempted to enter into an agreement (2005 Agreement) to allow the District to use SERS's Mountlake Terrace radio site for the District's radio system. In 2007, the District and SERS executed an agreement to allow the District to use SERS's Fraley Mountain radio site for the District's radio system.

In January 2019, SERS merged with Snohomish County 911 (SNO911).

In January 2021, the parties determined that the 2005, Agreement was never fully executed. The District has not paid rent and other fees for the radio sites while the parties have worked together to negotiate a new agreement. The District and SNO911 have reached a tentative agreement

regarding a new Master License Agreement that will allow the District to continue to operate and improve its radio system at the referenced sites. The parties have also reached a tentative agreement regarding a Memorandum of Understanding to address payment of back rent and other fees.

District staff recommend that the Commission approve and authorize execution of the Master License Agreement and Memorandum of Understanding.

List Attachments:

Resolution
Attachment 1
Attachment 2

RESOLUTION NO. _____

A RESOLUTION Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement With SNO911 and a Memorandum of Understanding With SNO911 and the City of Mountlake Terrace

WHEREAS, in 2005, the District, Snohomish County Emergency Radio System (SERS), and the City of Mountlake Terrace attempted to enter into an agreement (2005 Agreement) to allow the District to use SERS's Mountlake Terrace radio site for the District's radio system; and

WHEREAS, in 2007, the District and SERS executed an agreement to allow the District to use SERS's Fraley Mountain radio site for the District's radio system; and

WHEREAS, in January 2019, SERS merged with Snohomish County 911 (SNO911); and

WHEREAS, in January 2021, the parties determined that the 2005 Agreement was never fully executed; and

WHEREAS, the District has not paid rent and other fees while the parties have worked together to negotiate a new agreement; and

WHEREAS, the District and SNO911 have reached tentative agreement regarding a new Master License Agreement that will allow the District to continue to operate and improve its radio system at the referenced sites; and

WHEREAS, the parties have also reached tentative agreement regarding a Memorandum of Understanding to address payment of back rent and other fees; and

WHEREAS, District staff recommend that the Commission approve and authorize execution of the Master License Agreement and Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County that the Assistant General Manager, Distribution and Engineering Services, and/or his designee, is hereby authorized to execute a Master License Agreement on behalf of the District with SNO911 and the Memorandum of Understanding with SNO911 and the City of Mountlake Terrace in substantially the forms attached hereto as Attachment 1 and Attachment 2 respectively; provided that the final form of the documents shall be subject to the review and approval of the District's General Counsel or her designee.

PASSED AND APPROVED this 6th day of December, 2022.

President

Vice-President

Secretary

SNOHOMISH COUNTY 9-1-1

MASTER LICENSE AGREEMENT

This **MASTER LICENSE AGREEMENT** ("**Agreement**"), by and between **SNOHOMISH COUNTY 9-1-1**, a Washington inter-local non-profit corporation ("**Licensor**"), and **PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**, a Washington municipal corporation ("**Licensee**"). Licensor and Licensee may be referred to where appropriate individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Licensor owns or has other legal rights to certain property (land, improvements to that land, and structures on that land); and

WHEREAS, Licensee wishes to obtain a non-exclusive license to use certain portions of Licensor's property for purposes of locating unmanned communications and direct support equipment and related Licensee-owned buildings, shelters, antennae support structures and utilities, all as more specifically described in the applicable Site License Agreement ("**Communications Facilities**") on such property; and

WHEREAS, the specific portion of Licensor's property at each individual location licensed to Licensee will be referred to individually as a "**Site**" and collectively as the "**Sites**" as identified in this Agreement; and

WHEREAS, Licensor and Licensee both agree to cooperate consistent with the terms of this Agreement to allow Licensee to locate its Communications Facilities on the property.

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

1. ENTIRE LICENSE AGREEMENT

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

2. USE

Subject to the terms and conditions contained in this Agreement and the SLA relating to the

Site, Licensor grants a license to Licensee and Licensee accepts a license from Licensor for the Site(s).

2.1 A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of the Communications Facilities as specifically described in the applicable SLA. Such installation, repair, operation, upgrading, maintenance and removal by Licensee at the Site shall be lawful and in compliance with all applicable laws, orders, ordinances and regulations of federal, state, and local authorities having jurisdiction.

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

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

Licensor has the right to define the level of reasonable coordination required for the installation, maintenance, and repairs of Licensee's Communications Facilities. Such levels of coordination shall be defined within each SLA. Licensor will respond to Licensee's request regarding coordination of the installation of Licensee's Communications Facilities within thirty (30) days after receiving Licensee's request.

2.3 Licensee acknowledges that the license to use the Site is secondary to Licensor's operations, maintenance, and related activities, which are the primary uses of the Site.

2.4 Nothing in this Agreement shall prohibit Licensor from entering into agreements with third parties for the use of the Site for communication and other purposes; provided that any equipment proposed to be installed on the Site shall be subject to requirements substantially equivalent to those set forth in Section 9.

2.5 Prior to the execution of any SLA, Licensor shall, at Licensee's expense, execute such

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

2.6 At certain Sites, all authorized Licensee employees who require access to the Site may be required to successfully pass a criminal background check. Those Licensee employees who do not successfully pass the criminal background check will be excluded from Site access.

2.7 Licensee shall submit its construction and installation plans and list of contractors and subcontractors for written approval by Licensor prior to any construction or installation work on the Site. These plans and specifications will be attached as an exhibit to each SLA. These plans and specifications will be updated as submitted by Licensee and approved by Licensor and will become part of the SLA for the Site. Licensor's approval shall not constitute a warranty of such plans and/or contractors and subcontractors or the assumption of any liability for such plans and/or contractors and subcontractors by Licensor.

2.8 Any structural enhancements to the Site required for Licensee's Communications Facilities shall be at Licensee's sole risk and expense. At completion, such structural enhancements shall become the property of Licensor and subject to the provisions of this Agreement and documentation to that effect shall be provided by Licensee upon the request of Licensor.

2.9 Licensee shall provide all labor for the installation, maintenance and repair of Licensee's Communications Facilities on the Site.

2.10 After initial installation of Licensee's Communications Facilities, Licensee shall not, without prior written notice to and approval from Licensor, perform or arrange to perform any activities on the Site. Emergency repairs required to repair significant outages are permitted, provided Licensor is notified immediately follow such work and that no changes are made in any aspect of the Communications Facilities or frequencies.

3. TERM

The initial term of this Agreement ("**Initial Term**") is fifteen (15) years commencing on the Effective Date – which is defined as the later date of the two signatures which authorize this Agreement below. Each SLA shall have its own effective date and term, as defined in the applicable SLA.

A "**Renewal Term**" of five (5) years is allowed as a part of this Agreement and may be granted by the Licensor upon receiving the request of the Renewal Term by the Licensee. Should the Licensee choose not to request a Renewal Term, the Licensee will be responsible to

remove all Communications Facilities by the completion of the Initial Term.

4. TERMINATION

4.1 In addition to any other rights to terminate an SLA or this Agreement, Licensor has the right to terminate an SLA and all of Licensee's rights to the Site upon fifteen (15) days' written notice to Licensee if any Communications Facilities placed on the Site by Licensee unreasonably interferes with any equipment located on the Site, in the sole discretion of Licensor, and Licensee fails to resolve the interference to the satisfaction of Licensor within fifteen (15) days of the date of such notice or if the lessor of the underlying lease (if applicable) revokes its consent to the SLA. In emergency situations, as determined in the reasonable discretion of Licensor, Licensor may turn off Licensee's equipment immediately without prior notice but must give written notice to the Licensee as soon as practical.

4.2 In addition to any other event of termination of an SLA or this Agreement, Licensee shall have the right to terminate an SLA upon sixty (60) days prior written notice to Licensor..

4.3 If the Licensor or Licensee terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date, any prepaid Annual Fees (as described in Section 5 below) will be refunded to Licensee on a pro rata basis based on the termination date of the Agreement or applicable SLA or the date the Communications Facilities are removed, whichever is later.

4.4 Termination of Agreement without Cause: Either Party may terminate this Agreement upon one hundred and twenty (120) days written notice to the other Party.

4.5 Damage or Destruction: Upon destruction or partial destruction that renders the Site unable to be used for its intended purpose, Licensor is not under any obligation to reconstruct or repair said Site and Licensor or Licensee may terminate the SLA. Any Annual Fees collected for the Site will be returned to the Licensee on a pro rata basis.

4.6 Licensee's Insolvency: Licensor may terminate this Agreement upon Licensee's insolvency if Licensee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Licensee.

4.7 Licensee's Breach:

- (a) Licensor may terminate this Agreement upon thirty (30) days' prior written notice to Licensee if Licensee fails to pay any fees by the tenth (10th) day of the month that it is due.
- (b) Licensor may terminate this Agreement if Licensee breaches or fails to perform or observe any of the terms and/or conditions of this Agreement, other than payment of fees, and fails to cure such breach or default within thirty (30) days after written notice from Licensor or such longer period, up to sixty (60) days, as may be reasonably

required, within Licensor's reasonable discretion, to complete a cure commenced within the provided cure period and being diligently and continuously pursued by Licensee.

4.8 Notice of Termination: Notice of termination shall be provided in accordance with Section 4.

4.9 Nonexclusive Remedy: Termination under this Section shall be in addition to and not in limitation of any other remedy of Licensor at law or in equity. Termination shall not release Licensee from any liability or obligation with respect to any matter occurring prior to such termination.

5. FEES

5.1 ANNUAL FEE

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

- (a) The Annual Fee shall be due and payable on the first day of the first month following the anniversary of the Effective Date of this Agreement.
- (b) The initial Annual Fee for each Site will be payable on or before the Commencement Date of the SLA and shall be prorated for that initial year to coincide with the anniversary of the Effective Date of this Agreement; and
- (c) Should the Licensee fail to remove its Communications Facilities from a Site upon the termination date or term expiration, the Annual Fee for each Site will continue past any termination of the SLA (and shall be prorated) until all of the Communications Facilities are removed from the site and the restoration of the Site has occurred according to this Agreement.

5.2 APPLICATION FEE

With respect to any Site which Licensee is or may be interested in licensing pursuant to this Agreement, Licensor shall provide, at the request of and at no charge to Licensee, general information pertaining to such Site such as its availability, ownership status and/or applicable easement rights, availability of utilities, and Licensor's plans for usage of the Site to the extent available, and subject to change without notice.

Any further request for more detailed information, site inspection(s), and/or submittal of a proposed SLA regarding such Site shall be accompanied by a nonrefundable Application Fee in the amount set forth in **Exhibit B**, which shall cover the average Licensor costs of processing such request for site availability, including one site inspection by Licensee or representatives, preparation of additional information, and/or proposed SLA. Licensee requests to modify existing Communications Facilities shall be accompanied by a nonrefundable Application Fee in the amount set forth in **Exhibit B**, which shall also cover

the average Licensor costs to prepare cost estimates, obtain necessary permits, determine construction needs, and other miscellaneous costs related to such modifications.

FCC licenses are to be provided by Licensee and are not the responsibility of Licensor to obtain.

5.3 ADJUSTMENT OF FEES

The Annual Fee and Application Fee for a Site will be adjusted as provided on **Exhibit B**.

5.4 OTHER REIMBURSABLE FEES

From time to time, Licensee may request assistance with matters regarding the Site. Without limiting the generality of the foregoing, Licensor cost amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, construction, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service, and other expenses. All costs shall be documented in sufficient detail when invoiced to Licensee.

5.5 INTEREST

If Licensee fails to pay any fee within thirty (30) days of when due, such amount will bear interest until paid at the rate of one percent (1%) per month or at the highest rate permitted by law, whichever is lower.

5.6 LATE FEE

If Licensee fails to pay any fee within thirty (30) days of when due, Licensor may require that Licensee pay to Licensor a late fee of \$150 per month until the payment is received. The late fee is in addition to the interest Licensor may assess under Section 5.5 of this Agreement.

5.7 OTHER AMOUNTS

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

6. SITE LICENSE APPROVAL

6.1 Licensee has the right at its sole cost and expense to erect, maintain, replace, and operate at each Site only those Communications Facilities specified on the applicable SLA. Prior to commencing any installation or material alteration of a Site, Licensee must obtain Licensor's written approval of a completed SLA, in the form attached as Exhibit A, for the Site; provided that such approval or disapproval shall be granted in the sole discretion of Licensor.

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

- (a) Such proposed SLA or SLA Amendment;
- (b) The proposed site construction drawings (assumed part of the SLA);
- (c) Any conditions or qualifications specified by Licensor in its consent, including but not limited to the requirement for Licensee to hold community meetings with the affected neighborhood;
- (d) Such license/permit requirements and specifications and all applicable laws, regulations, and orders; and
- (e) The provisions of this Agreement, to the extent this Agreement is not inconsistent with the SLA.

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

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

6.5 In the event Licensee shall install or materially alter any Communications Facilities or portion thereof on Licensor's property or facilities without obtaining Licensor's written approval of an SLA or SLA Amendment relating to such installation or material alteration, Licensee shall pay in addition to any other fees a retroactive monthly charge for each month of such

unauthorized installation in the amount set forth in **Exhibit B**. In addition, Licensee shall immediately submit to Licensor an application for such installation or alteration and, to the extent a mutually acceptable SLA or SLA Amendment cannot be negotiated within a reasonable period of time, shall promptly remove such facilities (or, with respect to materially altered facilities, shall return such altered facilities to the state specified in the original SLA) upon written notice from the Licensor. In the event Licensee cannot provide documentation satisfactory to Licensor, in Licensor's sole discretion, as to the actual date of such unauthorized installation or alteration, Licensee shall be liable for accrued charges for such installation or alteration for a period of five (5) years preceding the date of discovery by Licensor of such unauthorized installation or alteration.

7. SITE ACCEPTANCE

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

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

- (a) Accepts the Site as suitable for the purpose for which it is Licensed;
- (b) Accepts the Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and
- (c) Waives all claims against Licensor in respect of defects in the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes, except:
 - (i) As expressly provided otherwise in this Agreement;
 - (ii) To the extent the claim results from the intentional or negligent act of Licensor, its employees, agents or contractors; or
 - (iii) If resulting from a known claim by a third party not identified by Licensor in its representations under this Agreement.

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

8. PERFORMANCE OF THE WORK

8.1 The installation, maintenance, repair, relocation and removal of Communications

Facilities and other work performed in connection with this Agreement is collectively referred to herein as the **"Work"**.

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

8.3 Licensee shall perform the Work in a workmanlike and skillful manner and in conformance with such license/permit requirements and specifications and all applicable laws and the regulations, orders, and decrees of all lawfully constituted bodies and tribunals with jurisdiction thereof pertaining to the construction, operation, and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code and Licensors specifications.

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

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

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

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

8.8 Licensee hereby acknowledges that Licensors may employ workers covered by one or more collective bargaining agreements. In the event of any actual or potential labor dispute

between Licensor and its workers that is, in whole or in part, based upon or otherwise arises out of the performance of the Work or this Agreement, Licensee will cooperate with Licensor as is reasonable.

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

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

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

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

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

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

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

9.2 All fixed transmitting and receiving equipment installed shall employ isolators, band-pass filters, or similar devices to minimize spurious radiation, receiver local oscillator leakage and transmitter and receiver intermodulation products. The following standards in this section constitute the minimum requirements for use of wireless transmitting and receiving equipment. Additional protection may be required to address special circumstances.

9.3 Each transmitter at the Site will be identified with a copy of the Federal

Communications Commission (“**FCC**”) compliance documentation, SLA document number, name of person or service agency responsible for repairs, their telephone number, equipment transmit/receive frequencies, and equipment transmit/receive tone frequencies and shall operate their equipment in full compliance with their FCC licensing at all times.

9.4 Licensee agrees to accept any and all interference from Licensor owned or operated systems installed as of the Commencement Date.

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

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

9.7 Where Licensee proposes to use systems utilizing spread spectrum emissions at a particular Site, Licensee shall provide Licensor with a site noise floor measurement for the spectrum from 700 MHz to 2400 MHz prior to installation of Licensee's Communications Facilities, and shall provide Licensor with an additional such measurement within thirty (30) days after such Communications Facilities become operational.

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

9.9 Transmitters in the 25 to 54 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range should be fitted with a single isolator providing a

minimum of 20 dB isolation.

9.10 Transmitters in the 72 to 76 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.11 Transmitters in the 88 to 108 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. No transmitters with a transmitter power output of over 100 watts shall be permitted within SNO911 facilities. In addition, some facilities may not allow use of transmitting equipment in this frequency range.

9.12 Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.13 Transmitters in the 225 to 400 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.14 Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.15 Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.16 No broadcast transmitters in the 746 to 806 MHz range shall be permitted in SNO911 facilities.

9.17 Transmitters in the 806 to 990 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.18 Transmitters in the 1500-2000 MHz range shall have a band pass filter providing a

minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.19 A band pass cavity shall always be used before each receiver. A window filter may be substituted in multicoupled systems. Crystal filters are also advisable at crowded facilities.

9.20 A band reject duplexer may not be used unless accompanied by the required band pass cavities. A pass reject duplexer may be used, provided the duplexer band pass characteristics meet the minimum requirements for transmitter band pass filtering.

9.21 All cables used must, at minimum, be double-shielded with 100% braid coverage. Use of solid outer shield cables (i.e., 'Heliax') is strongly encouraged. All external feed lines shall be solid-shielded.

9.22 All cables used shall be covered with an insulating jacket. Cables used externally shall be covered with an ultra-violet resistant insulating jacket. No cables with aluminum outer conductors shall be used.

9.23 Use of constant impedance connectors shall be required. Type 'N,' BNC or 7/16 DIN connector types are typical constant impedance connectors. Adapters shall not be used for permanent connections.

9.24 All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. The AC line ground shall also be used to provide the protective ground. Use of three-wire to two-wire adapters shall be prohibited. The facility manager shall identify the radio facility ground point.

9.25 All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. All transmission lines shall be grounded before entry into the radio facility and shall pass through approved lightning protection equipment. Use of cable ties, ty-wraps and similar attachment hardware is generally discouraged but may be permitted on a case-by-case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.

9.26 All telephone circuits shall have lightning protection at the entry point into the facility.

9.27 All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

9.28 All Communications Facilities shall be maintained in such a fashion as to be in

compliance with all FCC, NTIA, FAA and state and local laws and regulations. Commercial and public safety radio equipment shall be FCC type-accepted. Federal government and amateur radio equipment shall be constructed in such a fashion as to be of 'like-commercial' quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.

9.29 Interference problems resulting from the addition of a new user to the facility shall be the responsibility of the 'last-in' tenant to resolve, provided that interference problems are not the result of a non-compliant installation by an existing tenant. Significant interference may require that a licensee cease operation until the interference problem can be resolved. Should the problem not be resolvable to the satisfaction of the facility manager, the new tenant may be unable to use the facility.

9.30 Any changes to the tower configuration (additions, removals, realignments of antennas) require pre-approval by the facility manager and may require amendments to the License, if the changes are beyond what is authorized by the License. An inspection is required at the end of such work.

9.31 Communications Facilities which presents an immediate hazard to the facility or individuals working on the facility may require deactivation until the hazard is removed. High power transmitters may also need to be deactivated when maintenance of the facility is being performed. The licensee shall be notified in advance of any such deactivation.

9.32 Portions of the Site may be protected by locked doors and alarm system. In some cases, on-site alarms are not obvious. Exceptions include sites with segregated 'guest space' where alarm systems may not be provided. For those facilities with alarms, prior notification of the facility manager is required before sites may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be born by the tenant activating the alarm without providing prior notice of entry.

9.33 All site property shall be left clean and free of debris, trash and food scraps. If materials are brought in that become trash, the tenant bringing in the material shall be responsible for its removal.

9.34 All equipment installed shall be properly licensed. All tenant FCC, IRAC, and amateur radio licenses shall be posted.

9.35 Special on-site uses may be subject to additional limitations beyond those described herein. Special site users shall be notified of such additional limitations in writing.

9.36 Upon request, the Licensor will attempt to provide an accurate record of all transmitters located at the sites to include frequency, power, antenna type, antenna attachment location, azimuth, beam width and FCC License (when applicable).

10. LIENS

10.1 Licensee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Licensee.

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

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

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

11. ELECTRICAL UTILITY SERVICE

The Licensee will pay for all utilities that support their Communications Facilities. Utility billing will be direct to the Licensee by the utility and a separate electrical service established wherever possible.

In the case of the Licensee locating within a building operated by the Licensor, Licensee may arrange for the installation of a separately metered panel to isolate their charges for direct payment to the utility. The exact location of proposed utility routes and the manner of installation will be part of the SLA described in this Agreement.

In certain situations, when Licensee's Communications Facilities meets certain standards and fixed load criteria it may with prior agreement from Licensor, utilize the Licensor's electrical service and equipment. In this case, a mutually agreed-upon rate will be established in the SLA that the Licensee will pay the Licensor for the electrical services provided.

12. ACCESS TO THE SITE

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

- (a) Licensor provides as a part of this Agreement access rights to the Licensee to traverse all property that it owns or has legal rights to allow access for other parties to travel to the Site.

- (b) Licensors do not provide nor guarantee site access as the access roads to the Site(s) are not owned and maintained by Licensors in all cases. Some access will require separate access agreements with other landowners and is the responsibility of Licensee to obtain.
- (c) Access to Licensee Communications Facilities on Licensors owned communication towers requires coordination and authorization by Licensors in advance of Licensee accessing its Communications Facilities on these structures. Licensee will be required to perform Work with qualified and insured personnel.
- (d) Licensee will be provided an independent access method to the site (e.g., keys) and may update keys from time-to-time for security purposes. Licensee is not allowed to make duplicates of security keys except for their direct staff.
- (e) Access to the Site may be by foot or motor vehicle, including trucks. Heavy vehicles may require coordination with landowners and is the responsibility of Licensee to coordinate.
- (f) Access to the Site shall be subject to such additional reasonable conditions as may be imposed by Licensors from time to time which shall be identified in the SLA or after twenty (20) days' written notice to Licensee.
- (g) Access to the Site is secondary to Licensors emergency operations and maintenance at the Site.
- (h) This Agreement does not provide access authorization to any other SNO911 facility regardless of key/access method provided.
- (i) Except for emergency situations, Licensors requires a minimum of 24-hour notice prior to accessing any site in this Agreement or any of its accompanying SLAs. Licensee shall provide notice the Licensors via the phone numbers provided for Licensors in Section 18.
- (j) In emergency situations, Licensee shall have the right to immediately access its Communications Facilities, Licensee and shall provide access notice to Licensors as soon as reasonably possible.

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

13. INSURANCE**13.1 REQUIRED INSURANCE OF LICENSEE**

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

- (a) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon all Communications Facilities in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facilities. Licensors should be endorsed on the policy as a joint Loss Payee. Licensee may self-insure this coverage.
- (b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Licensors shall be named as an additional insured under the Licensee's Commercial General Liability insurance policy with respect this License Agreement using ISO endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.
- (c) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (d) Contractors Pollution Liability insurance shall be in effect throughout the entire License Agreement covering losses caused by pollution conditions that arise from the operations of the Licensee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
- (e) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (f) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Licensee's Commercial General Liability and Automobile Liability insurance. The Licensors shall be named as an additional insured on the Licensee's Excess or Umbrella Liability insurance policy.

13.2 Minimum Amounts of Insurance

The Licensee shall maintain the following insurance limits:

- (a) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.
- (b) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (c) Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.
- (d) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Licensee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

All insurance policies required of Licensee must be taken out with reputable national insurers, written on a standard ISO version policy form, or its equivalent, with a company who is rated at least "A" or better and with a numerical rating of no less than 7 by A.M. Best Company and which is acceptable to the Licensor and are licensed to do business in Washington State. Licensee agrees that certificates of insurance with their appropriate endorsements will be delivered to Licensor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. Licensee must notify Licensor in writing not less than thirty (30) days before any requested material change, reduction in coverage, cancellation, or termination of the insurance.

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

If the Licensee is self-insured, Licensee shall provide Licensor with a Certificate of Self-Insurance acceptable to Licensor and that complies with the above policy requirements.

13.3 NO LIMITATION ON LIABILITY

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

13.4 COMPLIANCE

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

- (a) Is prohibited by any insurance policy carried by Licensor covering the Site or any improvements thereon; or

- (b) Will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communication Facilities.

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

14. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

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

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

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

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

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

LIABILITY) OR OTHERWISE.

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

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

15. ASSIGNMENT

The Licensee shall not in any way assign, transfer, sublet or encumber this Agreement, nor any of the privileges hereby granted to it, without the prior written consent of the Licensor. Licensor agrees that it will not unreasonably withhold, delay, and/or condition approval of a written request by Licensee. Licensor reserves the right to require Licensee to provide appropriate information in order to properly evaluate the request including information pertaining to the financial stability and technical expertise of the proposed assignee, transferee, or sublicensee. Licensor reserves the right to charge to Licensee a reasonable fee for administrative costs, or a minimum of one thousand five hundred dollars (\$1,500), whichever is greater, for the review and processing of any assignment, delegation, sublicense or other transfer or grant.

16. LICENSOR MAINTENANCE AND REPAIRS

Licensor will maintain its facilities and improvements, access to the Communications Facilities that is within Licensor's control, and the property in a structurally safe and sound condition. This includes but is not limited to basic maintenance and repair to its facilities and improvements, vegetation management and insect/pest removal and removal of visual detractors such as graffiti. Licensor will be entitled to be reimbursed for a portion of its costs by Licensee as established in the SLA for the Site.

17. COOPERATION AND COORDINATION

17.1 Licensee acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by Licensor or others under control of Licensor. If Licensee does not terminate the SLA, Licensee shall fully cooperate and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.

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

18. EMERGENCIES

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

Licensor:

1. 425-407-3911 (normal business hours)
2. 425-407-3958 (24-hour on-call technician)

Licensee:

1. Telecom Desk (normal business hours): 425-783-5505
2. Energy Control Center: 425-783-5040
3. Telecommunications Manager Nick Johnston: 425-783-4415

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

19. SURRENDER OF SITE; HOLDING OVER

19.1 Upon the expiration or other termination of an SLA for any cause whatsoever, Licensee must remove its Communications Facilities and peacefully vacate the applicable Site in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear, casualty, and condemnation. Licensee will repair any damage caused during the removal of its Communications Facilities, normal wear and tear excepted.

19.2 If Licensee's Communications Facilities are not so removed within thirty (30) days of expiration or other termination, Licensor has the option to disconnect power and remove and dispose of all such Communications Facilities (and retain any proceeds, if applicable, to such disposal) to cease operation and Licensee shall be responsible for damaged equipment or any other damages due to the inoperability of the equipment. If Licensor does not dispose of such Communications Facilities, the Licensor at its sole discretion may become the owner of such Communications Facilities.

19.3 If Licensee continues to hold any Site after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Licensor in writing, constitute and be construed as a month-to-month tenancy at a monthly License Fee equal to 1/12th of one hundred twenty-five percent (125%) of the Annual Fee for such SLA and subject to all of the other terms set forth in this Agreement. Licensor shall have the option to require Licensee's removal of all

Communications Facilities upon giving thirty (30) days written notice of termination of said month-to-month tenancy. If the Communications Facilities are not removed by Licensee within said thirty (30) day notice period, Licensors shall have the option to remove such Communications Facilities and Licensee shall be responsible for all costs and expenses associated with such removal.

20. REPRESENTATIONS AND COVENANTS

20.1 Each Party mutually represents and warrants to the other:

- (a) That it has the full right, power, and authority to enter into this Agreement and the SLAs;
- (b) That entering into this Agreement and the performance thereof will not violate any laws, ordinances, restrictions, covenants, or other agreements under which said Party is bound, such representation will not apply to any violation or breach that is caused by Licensee's failure to obtain and comply with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain the Communications Facilities in accordance with this Agreement; and
- (c) That the persons signing on behalf of the Licensors or Licensee are authorized to do so.

20.2 Licensee represents and warrants:

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

20.3 Licensors represents and warrants, to the best of its knowledge, that it owns good and marketable fee simple title, has a good and marketable leasehold interest, or has a valid

license, easement, or other legal right of use, in the land on which any Site is located and has rights of access thereto. Licensee has the ultimate responsibility to obtain all necessary authority for Licensee's use of each specific Site. Licensee specifically agrees that it will pay (in addition to all other applicable charges) all easement costs relating to Licensors facilities, to the extent such facilities must be relocated or installed in order to accommodate Licensee's Communications Facilities.

20.4 Except as specifically set forth in Sections 20.1 and 20.3, Licensors makes no warranties, express or implied, including, without limitation, any warranties of habitability or fitness for a particular purpose with regard to any Site.

21. ENVIRONMENTAL MATTERS

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

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

21.3 The term "Environmental Hazards" means hazardous substances (as defined in RCW Section 70.1050.020(5)), hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 USC Section 1251, et seq.), and any regulations promulgated pursuant thereto. The term "remediate" shall be defined as all actions necessary to satisfy the requirements of the Model Toxics Control Act (RCW Chapter 70.1050) and the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) and any regulations promulgated pursuant thereto.

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

22. SUBORDINATION

22.1 Licensee agrees that this Agreement and each SLA is subject and subordinate at all

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

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

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

23. PROTECTION OF PROPERTY AND PERSONS

23.1 Licensee shall take all reasonable precautions which are necessary to prevent bodily

injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation and maintenance of its Communications Facilities. Without limiting the generality of the foregoing, Licensee shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as required by law and general construction safety practices. Licensee shall reasonably inspect all goods, materials, tools, Communications Facilities and other items in an attempt to discover any conditions which involve a risk of bodily injury (including death) to persons or a risk of damage to any property or environment.

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

24. COMPLIANCE WITH LAWS

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

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

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

25. PERMITS AND PROTECTION OF EXISTING RIGHTS

Licensee shall obtain and comply (and shall ensure that all of Licensee's suppliers and subcontractors under contract with it or acting on behalf it comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain its Communications Facilities in accordance with this Agreement. Licensee shall furnish to Licensor such evidence thereof as Licensor may reasonably request. Compliance with this Section 25 shall be the sole responsibility of Licensee and a continuing condition of the use of the Site(s) by Licensee.

26. ENTIRE AGREEMENT

This Agreement and each SLA constitutes the entire agreement and understanding between

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

27. SEVERABILITY

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

28. SURVIVAL

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

29. BINDING EFFECT

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

30. HEADINGS

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

31. NON-WAIVER

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

32. DRAFTING OF AGREEMENT

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

33. NOTICES AND OTHER COMMUNICATIONS

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

For the Licensor:

Name: Radio Site Leasing
Snohomish County 911
Address: 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208
Phone No. 425-407-3911
Email: accounts@sno911.org

For Licensee:

Name: Nick Johnston Telecommunications Manager
Address: 1802 75th St SW, Everett, WA 98203
Phone No. 425-783-4415
Email: NAJohnston@snopud.com

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice by mail is deemed received three (3) business days following deposit with reliable courier.

34. GOVERNING LAW AND VENUE

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

35. FORCE MAJEURE

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

of such delay.

36. TIMELY RESPONSE

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

37. EXAMINATION OF RECORDS

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

38. RISK OF LOSS

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

39. REIMBURSEMENT AND PAYMENT

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

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

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

(Signatures on Following Pages)

LICENSOR:**Snohomish County 9-1-1**

By: _____
Kurt Mills, Executive Director

Date: _____

NOTARY BLOCK FOR LICENSOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Kurt Mills, to me known to be the Executive Director of Snohomish County 911, the municipal non-profit corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that Kurt Mills was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

LICENSEE:**Public Utility District No. 1 of Snohomish County**

By: _____
Guy Payne, Assistant General Manager
Distribution and Engineering Services

Date: _____

NOTARY BLOCK FOR LICENSEE:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Guy Payne, to me known to be the Assistant General Manager, Distribution and Engineering Services of Public Utility District No. 1 of Snohomish County, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

Exhibit A**Site License Acknowledgement Form**

This Site License Acknowledgment ("SLA"), dated as of _____ (the "Commencement Date"), is made to the Master License Agreement between Snohomish County 9-1-1 ("Licensor") and Public Utility District No. 1 of Snohomish County ("Licensee") dated _____. Capitalized terms used in this SLA have the same meaning as such terms in the Master License Agreement unless otherwise indicated.

Notice to Licensee: This Agreement and/or SLA does not provide additional rights or access beyond those provided to Licensor by landlord(s) provided in attached Lease or Easement agreements. This SLA is subject to the terms, limits, and conditions within the included Licensor's lease for this site. In addition, this SLA and the Agreement supersedes all existing agreements between Licensor and Licensee at this location.

1. Site Identification

1.1. Name and/or Number:

1.2. Site Address:

1.3. Site Legal Description:

1.4. The Site is:

☐ Owned by Licensor☐ Leased by Licensor (Licensor's lease attached)☐ Used under easement to Licensor (copy of Easement attached)**2. Term**

2.1. Commencement Date:

2.2. Expiration Date:

3. Licensee Communications Facilities Description

3.1. Antenna [one table per Antenna]

ID	
Description	
Antenna Manufacturer	

Antenna Model Number/Name	
Attachment Height	
Azimuth	
Beam Width	
Power (ERP)	
Feed Line	

3.2. Transceiver [one table per Transceiver]

ID	
Description	
Transceiver Manufacturer	
Transceiver Model Number/Name	
Bandwidth	
Transmitter Power (W)	
Antenna (reference table in 2.1)	
Location	
FCC License	

3.3. Other Communications Facilities [if applicable]

4. **Space provided to Licensee by Licensor**5. **Power provided to Licensee by Licensor**

Item	Voltage	Breaker	Quantity	Backup
1				

6. **Fees**

6.1. Annual / Monthly Fee: _____

For communication equipment, space, and power detailed in sections 3, 4, and 5.

6.2. Maintenance / Utility Fee: _____ Paid annually / Monthly

6.3. Application Fee

6.4. Any additional fees as required by Licensor's lease to be paid to the landowner from co-locators

6.5. Any applicable taxes

7. Site Acceptance & Documentation**7.1. Intermodulation Study**

Received _____ or waived _____ by Licensor (initials) _____ Date: _____

7.2. Initial Site Noise Floor Measurement

Received _____ or waived _____ by Licensor (initials) _____ Date: _____

7.3. Equipment Layout Drawing Received by Licensor (attached)

Received _____ or waived _____ by Licensor (initials) _____ Date: _____

7.4. Antenna Attachment Detail Received by Licensor (attached)

Received _____ or waived _____ by Licensor (initials) _____ Date: _____

7.5. Site Plan and Elevation Received by Licensor (attached)

Received _____ or waived _____ by Licensor (initials) _____ Date: _____

7.6. Structural Integrity Study Received by Licensor

Received _____ or waived _____ by Licensor (initials) _____ Date: _____

8. Site Specific Access Detail and Provisions**9. Plan for Minimizing Visual Impact of Equipment at Site****10. Construction work requested of Licensor by Licensee****11. Additional Provisions**

(Signatures on Following Pages)

LICENSOR:**Snohomish County 9-1-1**By: _____
[NAME], [TITLE]

Date: _____

NOTARY BLOCK FOR LICENSOR:STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Kurt Mills, to me known to be the Executive Director of Snohomish County 911, the municipal non-profit corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that Kurt Mills was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this
____ day of _____, 20____.

PRINTED NAME: _____NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____**LICENSEE:****Public Utility District No. 1 of Snohomish County**By: _____
[NAME], [TITLE]

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

SUBSCRIBED AND SWORN TO before me by _____ on this _____ day of _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

LANDLORD (If Applicable):

By its signature below, the landlord for the Site consents to the terms of the SLA.

By: _____
[NAME], [TITLE]

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

SUBSCRIBED AND SWORN TO before me by _____ on this _____
day of _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC

in and for the State of Washington.

My commission expires: _____

Exhibit B

Fee Schedule

1. Annual Fee Adjustments

A. Maintenance Fees are automatically increased by three percent (3%) of the previous year's Maintenance Fee for each SLA on their respective anniversary date without further notice by Licensor.

B. Utility Fees subject to adjustment based on the percentage of change of the applicable Snohomish County PUD rate as advertised on the PUD's web-site for the anniversary date without further notice by Licensor.

C. Unless otherwise stated in the applicable SLA, Rental Fees are automatically increased by five percent (5%) of the previous year's Rental Fee for each SLA on their respective anniversary date without further notice by Licensor.

2. Application Fee

The application fee is comprised of a fixed-amount of \$2,000 plus expenses. The fixed-amount reimburses SNO911 for the costs of preparing the Agreement/SLA in addition to facilitating one (1) visit to the site with Licensee to ensure that the site meets Licensee's expectations (assumes site is accessible and does not require SNOCAT use).

SNO911's expenses for the following services will be provided to the Licensee and it shall be responsible for reimbursement:

- Site Tower Loading Analysis for proposed RF Distribution system (antenna, coaxial cable/waveguide, amplifiers, etc.)
- Licensee will provide proposed RF Distribution system information to SNO911
- Shelter AC/Power analysis, floor loading, and HVAC considerations by an individual or firm qualified for such analysis.
- SNO911's Legal review of Agreement
- Additional Electronic Communications Specialist time (if necessary) to evaluate Licensee changes at the site

SNO911's will submit copies of our invoices to Licensee to document monies spent for the above services.

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (“**MOU**”) between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“**PUD**”), Snohomish County 911, a Washington interlocal non-profit corporation (“**SNO911**”), and the City of Mountlake Terrace, a Washington municipal corporation (“**City**”) is to memorialize an agreement between the parties on past-due rent and associated fees owing to the City and to SNO911 by the PUD.

RECITALS

A. Commencing June 15, 2002, SNO911 (and its predecessor-in-interest) has leased certain property from the City pursuant to a Communication Site Lease (“**Ground Lease**”). Under the terms of the Ground Lease, SNO911 leased the premises as described in Exhibit A of the Ground Lease (“**Premises**”) for the purpose of locating communications equipment and facilities to provide public safety and emergency communications.

B. In approximately March of 2005, with the City’s consent, SNO911 subleased a portion of the Premises to the PUD. The understanding between SNO911, the City, and the PUD was that the PUD would make certain payments to the City and to SNO911 in exchange for permission to occupy a portion of the Premises.

C. Beginning in January 2021, the PUD stopped making payments to the City and SNO911 when it determined that a fully-executed agreement related to the PUD sublease of a portion of the Premises could not be located. The PUD has not made any payments to the City or SNO911 since December 2020. However, the PUD has continued to locate its equipment at the Premises throughout the period of non-payment. The intent of the PUD was and is to make payment for past due amounts to SNO911 and the City upon execution of a new Master License Agreement with SNO911 and a new Site License Acknowledgment with SNO911 and the City.

D. Upon the PUD’s commitment in this MOU to, among other things, make payments for the past due amounts as described herein, the parties intend to execute a new Site License Acknowledgment for the PUD’s continued occupancy of a portion of the Premises as described more fully in the Site License Acknowledgment.

Now, therefore, for good and valuable consideration the adequacy of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. PAYMENT TO SNO911. The PUD shall pay to SNO911 the amount \$32,288.58 in full by January 1, 2023. This amount represents payment of rent, fees, and interest from January 2021 through December 2022. Payment shall be made via check.

2. PAYMENT TO CITY. The PUD shall pay to the City the amount of \$30,659.49 in full by January 1, 2023. This amount represents payment of rent, fees, and interest from January 2021 through December 2022. Payment shall be made via check.

3. **DEFAULT.** If any payment under this MOU is not paid when due, upon five (5) days prior written notice to the PUD, SNO911 and the City may withdraw its consent to the Site License Acknowledgment. If either SNO911 or the City withdraw its consent to the Site License Agreement for default under this MOU, the Site License Acknowledgment shall terminate and the PUD shall immediately remove its property located at the Premises as described in the Site License Acknowledgment. In addition to any other rights and remedies available, SNO911 and the City shall be entitled to collect all costs and expenses of collection, including but not limited to actual attorney's fees and litigation-related expenses, regardless of whether or not a lawsuit is commenced, and including such fees, costs, and expenses which may be incurred at trial or on appeal.

4. **NOTICES.** Any notice provided for in this MOU shall be given by certified mail, return receipt requested, addressed to the other party at its address stated herein, or to such other address as the parties may give notice of hereafter.

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY

SNOHOMISH COUNTY 911

Guy Payne, Asst. General Manager,
Distribution & Engineering Services

Kurt Mills, Executive Director

Date: _____

Date: _____

CITY OF MOUNTLAKE TERRACE

[Name, Title]

Date: _____



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 7D

TITLE

Consideration of a Resolution Amending the 2021 Clean Energy Implementation Plan With a Climate Commitment Act Appendix

SUBMITTED FOR: Items for Individual Consideration

Power Supply	Ian Hunter	8309
Department	Contact	Extension
Date of Previous Briefing:	<u>November 14, 2022</u>	
Estimated Expenditure:	<u>\$0</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 checked="" type="checkbox"/> Policy Decision | | |
| <input type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

*Governance Process, GP-3(4)C(1) a non-delegable, statutorily assigned duty Rates/fees
Ends Policy 2.2 Utilities are in adequate supply with reasonable reserves*

2022-2025 Clean Energy Implementation Plan

The Commission-adopted 2022-2025 Clean Energy Implementation Plan is based upon forecasts of loads and resources over the study period.

In the time since adoption of the 2022-2025 Clean Energy Implementation Plan (CEIP), final rules have been established around the Climate Commitment Act (CCA) and its calculation of a utility's "Cost Burden" for purposes of allocating No-Cost Allowances to comply with the CCA's Cap and Invest program. These rules identify the CEIP as a data source for the cost burden calculation to be performed by the Department of Ecology.

Because the CEIP was adopted prior to final CCA rules, the forecasts applicable to the CCA were not explicitly identified in the CEIP. The adoption of an Appendix to the CEIP would not change any CEIP targets or introduce new data or forecasts into the CEIP. Rather, the Appendix would identify the applicable forecast data and contextualize that data for inclusion in the Cost Burden calculation.

List Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION Amending the 2021 Clean Energy
Implementation Plan With a Climate Commitment Act Appendix

WHEREAS, the Board of Commissioners adopted a Clean Energy Implementation Plan (“CEIP”) on December 21, 2021, in Resolution No. 6041 in accordance with the requirements of the Clean Energy Transformation Act (“CETA”); and

WHEREAS, the District is subject to the requirements of the Climate Commitment Act (“CCA”); and

WHEREAS, the final regulations regarding CCA compliance became effective October 31, 2022; and

WHEREAS, the CEIP was adopted prior to enactment of final CCA regulations; and

WHEREAS, District Staff proposes to add the attached Appendix to the CEIP to better clarify and arrange required data sources for calculation of the “cost burden” in the CCA final regulations; and

WHEREAS, District Staff does not propose to change or add new information or targets for purposes of CETA compliance; and

WHEREAS, the Board of Commissioners finds the proposed Appendix to be reasonable and in the interest of the District and its customers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Snohomish County, the proposed Appendix to the 2021 Clean Energy Implementation Plan as attached herein as Exhibit A is hereby approved and adopted.

PASSED AND APPROVED this 6th day of December, 2022.

President

Vice-President

Secretary

Appendix E: Climate Commitment Act – Forecast of Loads and Resources

Overview

When crafting the Clean Energy Implementation Plan (CEIP), the Climate Commitment Act (CCA) had not finalized rulemaking, leaving the exact methodology for determining a utility’s cost burden uncertain. The final CCA rulemaking published¹ on September 29, 2022 suggests that the Department of Ecology (Ecology) will rely on forecasts of loads and resources gathered from utility CEIPs.

The purpose of this Appendix is to identify the applicable and appropriate forecasts of loads and resources from the CEIP for use in calculating the PUD’s cost burden.

Forecast of Loads

For the CEIP’s study period that overlaps CCA program operation, the following total retail loads were forecast:

	2023	2024	2025
Total Retail Load (MWh)	6,769,273	6,855,302	6,918,037

Forecast of Bonneville Power Administration Electricity Received

For the CEIP’s study period that overlaps CCA program operation the following forecast describes the total MWh of BPA with an applicable carbon content. The associated carbon content is forecasted based on BPA’s most recent ACS value calculated with the California Air Resources Board².

	2023	2024	2025
BPA Energy Received (MWh)	7,086,840	7,150,176	7,148,160
BPA ACS Factor (MTCO ₂ / MWh)	.0174	.0174	.0174
Total BPA Emissions (MTCO₂)	123,311	124,413	124,378

Forecast of Balancing Unspecified Market Purchases

The PUD anticipates unspecified balancing purchases will be used to integrate renewables on an operational basis. The PUD forecasts these operational purchases utilizing a percentage of total retail load, similar to the methodology³ utilized by the California Cap and Trade program to estimate market purchase amounts. Market purchases are assumed to be unspecified.

	2023	2024	2025
5% of Total Retail Load (MWh)	338,464	342,765	345,902
Unspecified Energy Emissions Factor (MTCO ₂ /MWh)	.437	.437	.437
Total Unspecified Emissions (MTCO₂)	147,909	149,788	151,159

¹ [CR-103Permanent \(wa.gov\)](#)

² [Mandatory GHG Reporting - Asset Controlling Supplier | California Air Resources Board](#)

³ [15-Day Cap and Trade Attachment C](#) Pg. 10, Section “Surplus Power”

Total Cost Burden Based on CEIP Forecast of Loads and Resources

Below is a summation of the anticipated Cost Burden based on the forecasts of load and resources found in the PUD's CEIP and the formula found in Ecology's final published rule:

	2023	2024	2025
Total BPA Emissions (MTCO ₂)	123,311	124,413	124,378
Total Unspecified Emissions (MTCO ₂)	147,909	149,788	151,159
Cost Burden (MTCO₂)	271,220	274,201	275,537

Administrative Cost Burden

Under the CCA final rule, utilities can receive allowances based on their administrative costs of “establishing and maintaining compliance accounts, tracking compliance, managing compliance instruments, and meeting the reporting and verification requirements of this chapter.” The information required to calculate this administrative cost is not found in the CEIP and therefore is not included in this Appendix. The PUD anticipates working separately with Ecology to identify the appropriate data for calculating the administrative cost burden.



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 8A

TITLE

Commission Reports

SUBMITTED FOR: Commission Business

Commission	Allison Morrison	8037
<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:

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: December 6, 2022

Agenda Item: 8B

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

December 2022

December 2022

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



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 8C

TITLE:

Consideration of Election of Commission Officers for the Year 2023

SUBMITTED FOR: Commission Business

Commission	<u>Allison Morrison</u>	<u>8037</u>
Department	Contact	Extension
Date of Previous Briefing:	<u>N/A</u>	
Estimated Expenditure:	<u></u>	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:

Governance Process, GP-4(8), Agenda Planning, states "At the first regular Commission meeting in December of each year, the Commission shall elect officers of the Board to serve for terms of on-year or until such time as a successor has been selected for each such officer position. These terms will commence at the time of the first regular meeting in January of the year following election."

List Attachments:

None

2022 Budget, Forecast, and Major Project Status

Update to Board of Commissioners

(\$000's)

	YTD Budget through October		YTD Results through October	
Operating Revenues				
Energy Retail Sales	\$	511,899	\$	515,185
Energy Wholesale Sales		39,012		64,680
Other Operating Revenues		29,935		25,269
Total Operating Revenues	\$	580,846	\$	605,135
Operating Expenses				
Purchased Power	\$	269,113	\$	279,480
Operations & Maintenance		204,047		207,250
Taxes		31,896		33,301
Depreciation		49,527		50,357
Total Operating Expenses	\$	554,583	\$	570,388
Net Operating Income	\$	26,263	\$	34,747
Interest Income & Other		5,617		(5,815)
Interest Charges		(14,706)		(10,165)
Contributions		27,389		21,331
Net Income	\$	44,563	\$	40,098
Capital Expenditures	\$	132,794	\$	92,703

ELECTRIC SYSTEM HIGHLIGHTS THROUGH OCTOBER

- While Energy Retail Sales remain slightly higher than 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.
- Contributions are lower than budget due to reduced developer activity through October.
- Capital spending is behind budget due to several project delays and is expected to be underspend by year-end.



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 October and also includes the expected Reserves Distribution Clause (RDC) credit of \$3M from BPA in December.
- Operations & Maintenance expenditures are expected to be over budget due to ongoing inflation, supply chain, major storms 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
-------------	-----------------

Operating Revenues

Energy Retail Sales	\$ 624,652	\$ 631,638
Energy Wholesale Sales	45,931	71,599
Other Operating Revenues	36,622	31,044
Total Operating Revenues	\$ 707,204	\$ 734,281

Operating Expenses

Purchased Power	\$ 325,237	\$ 329,148
Operations & Maintenance	246,781	251,093
Taxes	38,901	40,307
Depreciation	59,433	60,263
Total Operating Expenses	\$ 670,352	\$ 680,811

Net Operating Income

Interest Income & Other	6,740	697
Interest Charges	(17,419)	(12,649)
Contributions	32,867	25,843
Net Income	\$ 59,041	\$ 67,362

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 Edgcomb 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 429 BO poles were replaced through mid-November. Additionally, DES will be releasing ~140-pole replacement contract to be constructed in Q4 2022 and Q1 2023. Undergrounding of the District's facilities through the City of Lynnwood's 196th St SW project was substantially completed at the end of August. The Amazon commercial project in Arlington was also substantially completed this fall. 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, and the County's 43rd Ave SE and 36th Ave W relocation projects. 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, has confirmed the technical feasibility of the replacement cable alignment landing at the Port of Everett South Terminal property. PUD staff is working with the Port of Everett staff on permanent and temporary easements as well as the final design.
- **Connect Up Program:** Sensus meters deliveries are still forecasted to arrive at the end of Q2 or beginning of Q3 of 2023. The Meter Exchange vans (2023 models) are starting to be delivered with the remaining being delivered in December/January. Systems Integration Testing Phase 2 is on schedule to be completed early December and is preparing for Phase 3 to start in January. The AMI Network Project has installed 58 base stations and continues to analyze recent Radio Frequency design updates from Sensus for 10-20 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:** The work on the foundations for the Community Office and Warehouse are proceeding on schedule. Faber Construction is in the process of forming the foundations and setting steel reinforcing bars for the foundations and are on schedule to begin pouring concrete. Attached are a couple of photos of the work in progress.



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 October	YTD Results through October
Operating Revenues		
Water Retail Sales	\$ 10,945	\$ 12,091
Water Wholesale Sales	413	623
Other Operating Revenues	316	357
Total Operating Revenues	\$ 11,674	\$ 13,071
Operating Expenses		
Purchased Water	\$ 2,987	\$ 3,113
Operations & Maintenance	6,104	5,978
Taxes	620	658
Depreciation	2,779	2,810
Total Operating Expenses	\$ 12,490	\$ 12,559
Net Operating Income	\$ (816)	\$ 512
Interest Income & Other	76	(245)
Interest Charges	(305)	60
Contributions	4,291	3,237
Net Income	\$ 3,246	\$ 3,564
Capital Expenditures	12,429	7,464



WATER SYSTEM HIGHLIGHTS THROUGH OCTOBER

- Water Retail Sales are running 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.
- 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.
- 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 under budget by year end based on these delays.

(\$000's)

	YTD Budget through October	YTD Results through October
Operating Revenues		
Wholesale Sales	22,609	23,513
Other Operating Revenues	-	201
Total Operating Revenues	\$ 22,609	\$ 23,714
Operating Expenses		
Operations & Maintenance	9,091	8,864
Taxes	81	81
Depreciation	5,056	4,783
Total Operating Expenses	\$ 14,228	\$ 13,728
Net Operating Income	\$ 8,381	\$ 9,986
Interest Income & Other	590	(232)
Interest Charges	(3,747)	(1,942)
Contributions	42	108
Net Income	\$ 5,266	\$ 7,920
 Capital Expenditures	 3,987	 4,152

GENERATION SYSTEM HIGHLIGHTS THROUGH OCTOBER

- Generation System Operating and Capital Expenditures are both running close to budget and are
- expected to be at targeted levels at year-end. See page 4 for project details.





BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 9A

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

Governance Planning Calendar – 2022

December 13, 2022

Special Meeting:

- Broadband

December 20, 2022

Morning Session:

- Community Engagement
- Legislative
- 2023 Rate Discussion
- 2023 Water Utility Rates
- 2021 Water System Plan Update
- Water Policy Update

Afternoon Session:

- Public Hearing and Action:
 - Disposal of Surplus Property - 1st Quarter
 - Confirm Final Assessment Roll for LUD No. 65
 - Mt. Index River Sites Easement
 - 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
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

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

March

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

 Holiday

 #

Commission Meetings

For Planning Purposes Only and Subject to Change at any Time



BUSINESS OF THE COMMISSION

Meeting Date: December 6, 2022

Agenda Item: 9B

TITLE:

Proposed 2023 Governance Planning Calendar

SUBMITTED FOR: Governance Planning

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

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 Proposed 2023 Governance Planning Calendar is enclosed for Board review and will be provided at the December 20, 2022, Commission meeting for adoption.

List Attachments:

Proposed 2023 Governance Planning Calendar

Governance Planning Calendar – 2023

To Be Scheduled

- Compensation Philosophy Discussion

To Be Scheduled

Governance Planning Calendar – 2023

January 10, 2023

Morning Session:

- Media
- 2023-2027 Strategic Plan Update

Afternoon Session:

- Public Hearing:
→2023 Water Utility Rates
- Public Hearing and Action:
→2021 Water System Plan
- Governance Planning Calendar

January 24, 2023

Morning Session:

- Community Engagement
- 2023-2027 Strategic Plan Review

Afternoon Session:

- Public Hearing and Action:
→2023 Water Utility Rates
- Governance Planning Calendar

Governance Planning Calendar – 2023

February 7, 2023

Morning Session:

- Media
- Legislative
- South Everett Community Solar

Afternoon Session:

- Governance Planning Calendar

February 21, 2023

Morning Session:

- Community Engagement
- Legislative

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2023

March 7, 2023

Morning Session:

- Media
- Legislative

Afternoon Session:

- Governance Planning Calendar

March 21, 2023

Morning Session:

- Community Engagement
- Legislative
- Connect Up Quarterly Update

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property – 2nd Quarter
- Monitoring Report:
→ 4th Quarter 2022 Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

Governance Planning Calendar – 2023

April 4, 2023

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

April 18, 2023

Morning Session:

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

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2023

May 9, 2023

Morning Session:

- Media

Afternoon Session:

- Monitoring Report:
→ 1st Quarter 2023 Financial Conditions and
Activities Monitoring Report
- Governance Planning Calendar

May 23, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2023

June 13, 2023

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

June 27, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property – 3rd Quarter
- Governance Planning Calendar

Governance Planning Calendar – 2023

July 11, 2023

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

July 25, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Monitoring Report:
→ Asset Protection Monitoring Report
- Governance Planning Calendar

Governance Planning Calendar – 2023

August 8, 2023

Morning Session:

- Media

Afternoon Session:

- Monitoring Report:
→2nd Quarter Financial Conditions and
Activities Monitoring Report
- Governance Planning Calendar

August 22, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Public Hearing:
→2024 Preliminary Budget – Report of Filing
and Notice of Public Hearing
- Governance Planning Calendar

Governance Planning Calendar – 2023

September 5, 2023

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

September 19, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property – 4th Quarter
- Governance Planning Calendar

Governance Planning Calendar – 2023

October 2, 2023

Morning Session:

- Media

Afternoon Session:

- Public Hearing:
→ Open 2024 Proposed Budget Hearing
- Governance Planning Calendar

October 17, 2023

Morning Session:

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

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2023

November 7, 2023

Morning Session:

- Media

Afternoon Session:

- Public Hearing:
 - Continue Public Hearing on the 2024 Proposed Budget
- Monitoring Report:
 - 3rd Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

November 21, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Public Hearing:
 - Continue Public Hearing on the 2024 Proposed Budget
- Adopt Regular Commission Meeting Dates for the Year 2024
- Governance Planning Calendar

Governance Planning Calendar – 2023

December 5, 2023

Morning Session:

- Media

Afternoon Session:

- Public Hearing and Action:
→ Adopt 2024 Budget
- Monitoring Report:
→ Financial Planning and Budgeting Monitoring Report
- Elect Board Officers for the Year 2024
- Proposed 2024 Governance Planning Calendar

December 19, 2023

Morning Session:

- Community Engagement

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property - 1st Quarter
→ Confirm Final Assessment Roll for LUD No. 66
- Adopt 2024 Governance Planning Calendar

Governance Planning Calendar – 2023

2023 Year-at-a-Glance Calendar

January

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

February

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

March

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

April

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

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

July

S	M	T	W	T	F	S
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

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

September

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

October

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

November

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

December

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

Holiday

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Commission Meetings

For Planning Purposes Only and Subject to Change at any Time