

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

March 21, 2023

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

Join Zoom Meeting:

- Use link
<https://us06web.zoom.us/j/84936434724?pwd=N0thbHJvdjZkFDRmRvWHQ0ZU5kQT09>
- Dial in: (253) 215-8782
- Meeting ID: 849 3643 4724
- Passcode: 772793

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. Community Engagement
 - 2. [Legislative](#)
 - 3. Other
- B. [Hay Canyon Wind Contract Amendment](#)
- C. [Safety - Looking Back and Looking Ahead](#)
- D. [Surplus and Sale of an Easement to Chick-fil-A at Everett Mall Way](#)
- E. [Juneteenth as a District Paid Holiday](#)
- F. [Connect Up Quarterly Update](#)

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

2. COMMENTS FROM THE PUBLIC

Virtual Participation Information:

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

Continued →

3. CONSENT AGENDA

- A. [Approval of Minutes for the Regular Meeting of March 7, 2023](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

4. PUBLIC HEARING AND ACTION

- A. [Disposal of Surplus Property – 2nd Quarter 2023](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Water Resources Streamflow Restoration Program Agreement Between the State of Washington Department of Ecology and Public Utility District No. 1 of Snohomish County – Sultan River Floodplain Activation Construction Project](#)
- B. [Consideration of a Resolution to Authorize the CEO/General Manager or His Designee to Execute the Phase 1 Funding Agreement for Markets+ With the Southwest Power Pool, Inc.](#)

6. CEO/GENERAL MANAGER REPORT

7. COMMISSION BUSINESS

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [February 2023 District Performance Dashboard](#)

8. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)

ADJOURNMENT

The next scheduled regular meeting is April 4, 2023

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at www.snopud.com. For additional information contact the Commission Office at 425.783.8611.



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 1

TITLE

CEO/General Manager’s Briefing and Study Session

SUBMITTED FOR: Briefing and Study Session

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

List Attachments:

CEO/General Manager’s Briefing and Study Session attachments

State Government Relations Activity Report

STATE OVERVIEW

- On February 28, the Department of Ecology held its first Cap-and-invest program carbon allowance auction. Under the cap-and-invest program, emitting entities can either reduce carbon emissions or purchase carbon allowances. The revenue from the sale of the allowance will be allocated by the legislature and is intended to be spent on activities that reduce carbon. Based on the Department of Ecology's [Auction Summary Report](#), the state has generated an estimated \$300 million which is \$100 million more than anticipated.
- Building Industry Association of Washington, NW National Construction Alliance (a Labor organization representing four construction unions), and 20 other plaintiffs filed a lawsuit against the Washington State Building Code Council (SBCC) over recent code changes including restricting the use of natural gas and propane in new residential and commercial construction. The lawsuit, [which can be found here](#), claims that the SBCC approved various rules without legislative authority and in direct violation of the state's Administrative Procedure Act. It also alleges that changes were approved "without regard to ... the costs imposed on homeowners, workers, businesses, developers and myriad others across the state."
- The Department of Commerce released its [Low-Income Energy Assistance 2023 Legislative Report](#) (per the Clean Energy Transformation Act). The report is the first statewide assessment of electric utility low-income energy assistance programs.

KEY HEARINGS/PRESS CONFERENCES/MEETINGS

- March 13 | House Environment & Energy – Public Hearing: [\(SSB 5165\) Concerning electric power system transmission planning](#)
- March 14 | Senate Environment, Energy & Technology – [Public Hearing: \(2SHB 1032\) Mitigating the risk of wildfires](#)
- March 15 | Senate Environment, Energy & Technology – [Public Hearing: \(E2SHB 1216\) Concerning clean energy siting](#)

CALENDAR

- March 8 marked the House of Origin cutoff or the last day to pass bills out of the chamber they were introduced (i.e. House bills out of the House, Senate bills out of the Senate). Bills that did not meet that deadline are considered "dead" and ineligible to move forward this year unless considered *Necessary to Implement the Budget*.

INTERESTING READS

- The Columbian: [Bills protecting EV stations, tow truck driver, more move forward in Washington Legislature](#)
- The Center Square (Washington): [‘Definitely not cheap’: WA House passes ‘first in the nation’ natural gas bill](#)
- The Center Square (Washington): [Supporters tout bill adding climate change to Washington’s growth plan as way to reduce emissions](#)
- Crosscut: [Washington’s first carbon auction sold pollution for \\$300 million](#)
- Seattle Times: [Lawsuit seeks to block state building code requirements for heat pumps](#)

Federal Government Relations Activity Report

FEDERAL OVERVIEW

- House Majority Leader Steve Scalise (R-LA) introduced [H.R. 1, the Lower Energy Costs Act](#). This legislation is a consolidation of energy production and permitting reform bills recently approved by the House Energy and Commerce, House Natural Resources, and House Transportation and Infrastructure Committees. A section-by-section summary can be found [here](#). The bill will likely go before the full House of Representatives the week of March 27.
- Shortly after the introduction of the Lower Energy Cost Act, Senate Majority Leader Chuck Schumer (D-NY) vowed to block the package from being considered on the Senate floor. He and several other Senate Democrats did, however, indicated they see the legislation as an opportunity to create a bipartisan energy package this Congress.
- On March 9, President Joe Biden released his \$6.9 trillion FY24 Budget request that seeks to boost clean energy and environment programs. The proposal would boost the EPA's budget by 19% from the FY23 level, including new funding for climate change initiatives and environmental justice programs. Funding for the Department of Energy would increase by 13.5%, with increases in Energy Efficiency and Renewable Energy and the Office of Science. This budget serves as a starting point for negotiations with Congress and the official start to the FY24 appropriations season.

KEY HEARINGS

- House Innovation, Data, and Commerce Subcommittee [hearing](#) titled "Promoting U.S. Innovation and Individual Liberty Through A National Standard for Data Privacy"
- House Natural Resources Subcommittee on Water, Wildlife, and Fisheries hearing titled "[Benefits and Access: The Necessity for Multiple Use of Water Resources](#)"
- House Natural Resources Committee [markup](#) of permitting, energy bills.

INTERESTING READS

- E&E News: [House Republicans unveil energy, permitting package](#)
- CQ Roll Call: [House GOP energy bill would sweep away Biden's climate agenda](#)
- Politico: [Schumer slams House GOP's energy permitting bid](#)
- Politico: [Bank collapse throws a chill over clean energy industry](#)
- Spokesman Review: [McMorris Rodgers promises congressional action on data privacy, 'an issue that transcends party politics'](#)
- American Public Power Association: [APPA Voices Concerns About Redundant Cyber Incident Reporting Bill](#)
- E&E News: [GOP seeks energy wins in budget, debt limit standoff](#)

Local Government Relations Activity Report

LOCAL OVERVIEW

- On March 8, the City of Edmonds rolled out the final updated draft of their [Climate Action Plan](#). The plan identifies actions the city and community can take to remain on target to hit Washington state's greenhouse gas reduction goals of being carbon-neutral by 2030 and carbon-free, by 2045. It is noted in the Climate Action Plan that Snohomish County PUD is well on the way to meeting that goal.
- On March 9, Everett Mayor Cassie Franklin delivered the State of City Address. Franklin introduced five new Mayoral Directives to tackle violence prevention and reduction, behavioral health, housing choices for all, climate action and sustainability, and making sure the city is prosperous. A recap of the address can be found [here](#).
- As previously reported, the City of Lake Stevens is working on a [Climate Mitigation Plan](#). They provided an update to the City Council on March 14.
- On March 14, the Lake Stevens City Council authorized Mayor Gailey to sign an agreement with Seattle City Light for the construction of a powerline trail from the ballfields at 20th Street SE North to 8th Street SE, within their electrical line easement. The City has interest in extending the powerline trail system with District easement and powerlines possibly in the future.

INTERESTING READS

- Lynwood Times: [Mayor Franklin delivers Everett State of the City address](#)
- Everett Herald: [Futuristic zero-emission street sweepers could close climate gap](#)
- Everett Herald: [Snohomish County's new health board elects chair at first meeting](#)
- Everett Herald: [With funds for dike repairs Stanwood steps toward reducing flood](#)
- Everett Herald: [Biden budget has 250 million for Lynnwood light rail](#)
- Everett Herald: [Amid smoke filled summers motivated teachers drive climate](#)

2SHB 1032: Mitigating the risk of wildfires through electric utility planning and identification of best management practices appropriate to each electric utility's circumstance

SUMMARY (THERE ARE NO SUMMARY UPDATES SINCE THE MARCH 7TH REPORT):

The current version of the bill:

- Extends the requirement for the Department of Commerce and the Utilities and Transportation Commission to convene energy resource adequacy stakeholder meetings from January 1, 2025, to January 1, 2031.
- Requires the 2023 energy resource adequacy stakeholder meeting to specifically address the risk of rolling blackouts and inadequacy events, discuss how proposed laws and regulations may require new state policy for resource adequacy, and identify incentives to enhance and ensure resource adequacy.

SPONSOR(S):

Representatives Dent, Chapman, Ryu, Reed, Graham, Ramel, Pollet, Griffey, Reeves, Tharinger, Wylie, Springer, Kloba, Donaghy
 Senators Rolfes, Conway, Gildon, Hasegawa, Keiser, Kuderer, Nguyen, Nobles, Wellman

SNOHOMISH PUD POSITION:

Support

CONTEXT:

Responding to catastrophic wildfires, Washington has invested significant resources to help mitigate wildfire devastation ([\\$125 million for the 21/22 biennium](#)).

In 2022, the legislature considered SB 5803 which addressed concerns raised from the impacts of frequent and recent catastrophic wildfires attributable to electric utility equipment (across the nation and in WA). Snohomish PUD supported SB 5803, which failed to pass during the 2022 legislative session.

HR 1032 / SB 5039 remain similar to SB 5803 (2022). The substitute language passed by both policy committees moves the bill closer to its 2022 counterpart.

PRINCIPLES:

- **Reliability of service:** Potential benefits
- **Affordability of rates:** No impact
- **Safety to community:** Expected benefits, including collaborative and coordinated wildfire planning and mitigation efforts and heightened public attention and access to information.
- **Local control:** No impact
- **Environmental stewardship:** Expected benefits

STATUS:

Referred to the Senate Environment, Energy and Technology Committee

RECENT LEGISLATIVE ACTION:

March 4: Voted off the House floor (yeas, 96; nays, 0).
 March 14: Received a public hearing in the Senate Environment, Energy, & Technology Committee. Watch [here](#).

SNOHOMISH PUD EFFORTS:

Snohomish PUD signed-in “In Support” during the March 14 public hearing.

KEY STATE LEGISLATION REPORT

SHB 1117: Addressing the extent to which Washington residents are at risk of rolling blackouts and power supply inadequacy events.

SUMMARY (THERE ARE NO SUMMARY UPDATES SINCE THE MARCH 7 REPORT):

The current version of the bill:

- Extends the requirement for the Department of Commerce and the Utilities and Transportation Commission to convene energy resource adequacy stakeholder meetings from January 1, 2025, to January 1, 2031.
- Requires the 2023 energy resource adequacy stakeholder meeting to specifically address the risk of rolling blackouts and inadequacy events, discuss how proposed laws and regulations may require new state policy for resource adequacy, and identify incentives to enhance and ensure resource adequacy.

SPONSOR(S):

Representatives Mosbrucker, Dye, Leavitt, Schmidt, Christian, Walsh

SNOHOMISH PUD POSITION:

Support

CONTEXT:

HB 1117 is substantively identical to HB 1623 from the 2022 legislative session. Minor changes include updating key dates within the legislative language.

HB 1117 unanimously passed the legislature in 2022 but was vetoed by the governor, citing duplicative efforts. Snohomish PUD supported the bill in the 2022 legislative session.

PRINCIPLES:

- **Reliability of service:** Potential benefits.
- **Affordability of rates:** Potential benefits.
- **Safety to community:** Potential benefits.
- **Local control:** No impact.
- **Environmental stewardship:** No impact.

STATUS:

Referred to the Senate Environment, Energy and Technology Committee

LEGISLATIVE ACTION:

March 4: Voted off the House floor (yeas, 95; nays, 0).

March 17: Received a public hearing in the Senate Environment, Energy, & Technology Committee. Watch [here](#).

SNOHOMISH PUD EFFORTS:

Snohomish PUD signed-in “In Support” during the March 17 public hearing.

SSB 5165: Concerning electric power system transmission planning.

SUMMARY (NOTE: THIS SUMMARY ADDRESSES CHANGES IN THE HOUSE SUBSTITUTE VERSION OF THE BILL):

The proposed House substitute would make the following changes to the Senate bill (note: these changes have been introduced but not adopted):

- Adds that a utility's transmission assessment in its integrated resource plan (IRP) must identify needs to acquire new long-term firm rights.
- Limits the utilities that must consider opportunities to make more effective use of existing transmission capacity in their IRPs to utilities that operate transmission assets rated at 115,000 volts or more.
- Specifies that utilities relying on a contract for transmission services may comply with the IRP transmission planning requirements by requesting that the counterparty to the contract include certain provisions for assessing transmission need, planning, and acquisition.
- Clarifies that a utility's consideration of conditional firm transmission services must be consistent with prudent utility practice
- Clarifies that utilities must consult with other entities in transmission planning and development.
- Requires EFSEC to offer early and meaningful consultation with any affected federally recognized Indian tribe on reviews of transmission nonproject EISs.

SPONSOR(S):

Representatives Duerr, Doglio, Berry, Ramel, Fitzgibbon, Lekanoff, Pollet

Senators Nguyen, Mullet, Boehnke, Frame, Hasegawa, Keiser, Nobles, Stanford

CONTEXT:

Requested by the Office of the Governor, the legislation is intended to respond to future demands placed on the electric grid due to increased use of distributed energy generation resources, the limited capacity of transmission, and requirements set to meet the carbon targets specified by CETA, CCA, CFS.

The legislation also follow upon the submitted report from the Transmission Corridors Work Group, which was [authorized by Section 25](#) of the Clean Energy Transformation Act.

The purpose of the 20-member body was to review the need for upgraded and new electricity transmission and distribution facilities in Washington.

The working group's [report](#) was released in August of 2022.

STATUS:

Referred to the House Environment & Energy Committee

LEGISLATIVE ACTION:

March 13: Received a public hearing in the House Environment & Energy Committee. Watch [here](#).

SNOHOMISH PUD POSITION:

Support recent substitute bill

PRINCIPLES:

- **Reliability of service:** Potential benefits to regional generation and transmission capacity
- **Affordability of rates:** No impact
- **Safety to community:** No impact
- **Local control:** No Impact
- **Environmental stewardship:** No impact

SNOHOMISH PUD EFFORTS:

Snohomish PUD signed-in "In Support" of a striking amendment in the House during a March 13 public hearing.

KEY STATE LEGISLATION REPORT

E2SHB 1216: Concerning clean energy siting.

SUMMARY (NOTE: THIS SUMMARY ADDRESSES CHANGES IN THE HOUSE SUBSTITUTE VERSION OF THE BILL):

The adopted engrossed substitute makes the following changes:

- Adds a requirement for the department of ecology to consult with federally recognized Indian tribes when exploring the development of a consolidated permit for clean energy projects and when conducting nonproject environmental impact statements.
- Removes a requirement that alternative jet fuel is made from nonpetroleum sources.
- Includes certain projects or facility upgrades undertaken by emissions-intensive trade-exposed industries to the definition of clean energy product manufacturing facility.
- Allows developers to document how to mitigate potential impacts to tribal rights and resources as part of a coordinated permit process and adds federally recognized Indian tribal governments to the entities that must approve any such document.
- Adds local governments and federally recognized Indian tribes to the entities that may not be prohibited from entering into a nondisclosure agreement.
- Removes requirements and multiple specifications related to directing a county to not require an application for the acquisition of any permit for the installation of wind and solar resource evaluation equipment, and instead directs counties to not prohibit the installation of such equipment.

SPONSOR(S):

Representatives Fitzgibbon, Doglio, Berry, Reed, Simmons, Macri, Fosse, Pollet

Senators Nguyen, Billig, Boehnke, Cleveland, Frame, Keiser, Kuderer, Lias, Pedersen, Valdez, Wilson C.

Requested by the Office of the Governor

CONTEXT:

Requested by the Office of the Governor, the legislation intends to streamline the permitting process for renewable resources projects. The current process has been identified as a bottleneck that could impede meeting the state's carbon targets.

This bill also expands upon recommendations provided by a consortium of diverse stakeholders.

The legislation also appears to build off the findings of Transmission Corridors Working Group [report](#) released in August of 2022.

STATUS:

Referred to the Senate Environment, Energy and Technology Committee

LEGISLATIVE ACTION:

March 4: Amended and voted off the House floor (yeas, 75; nays, 20)

March 15: Received a public hearing in the House Environment & Energy Committee. Watch [here](#).

SNOHOMISH PUD POSITION:

Under Review

PRINCIPLES:

- **Reliability of service:** Potential benefits to regional resource generation
- **Affordability of rates:** No impacts
- **Safety to community:** No impact.
- **Local control:** No impacts
- **Environmental stewardship:** Uncertain impacts

SNOHOMISH PUD EFFORTS:

Snohomish PUD continues to engage with utility peers and the governor's office.

KEY STATE LEGISLATION REPORT

ESHB 1329: Preventing utility shutoffs for nonpayment during extreme heat.

SUMMARY (THERE ARE NO SUMMARY UPDATES SINCE THE MARCH 7 REPORT):

The current version of the bill:

- Prohibits utilities and landlords from involuntarily terminating water or electric service to any residential user during days for which the National Weather Service has issued certain heat-related alerts.
- Requires electric and water utilities and landlords to promptly make a reasonable attempt to reconnect service to a dwelling upon receipt of a request to reconnect utility service for a day in which the National Weather Service has issued certain heat-related alerts.
- Authorizes electric and water utilities and landlords, in connection with a request to reconnect service for a day for which a heat alert has been issued, to require the residential user to enter into a payment plan prior to reconnecting service to the dwelling.

SPONSOR(S):

Representatives Mena, Alvarado, Berry, Duerr, Leavitt, Morgan, Ramel, Ryu, Senn, Simmons, Timmons, Kloba, Bateman, Slatter, Orwall, Reed, Lekanoff, Gregerson, Doglio, Tharinger, Cortes, Donaghy, Pollet, Callan, Fosse, Macri, Davis, Stonier

Senators Nguyen, Cleveland, Dhingra, Hasegawa, Hunt, Kuderer, Liias, Lovelett, Randall, Saldana, Stanford, Valdez, Wilson C.

Request by the Office of the Attorney General

CONTEXT:

In response to record-breaking heat waves this summer, which claimed 157 lives, the Attorney General's office requested legislation to restrict utility shutoffs. Nineteen states have passed similar laws.

In 2022, within the Puget Sound region, there were 14 days above 90 degrees.

The legislation has undergone several iterations and the most recent amended language reflects stakeholder feedback.

STATUS:

Referred to the Senate Environment, Energy & Technology Committee.

LEGISLATIVE ACTION:

No further action since the March 7 report.

SNOHOMISH PUD POSITION:

Support

PRINCIPLES:

- **Reliability of service:** No impact
- **Affordability of rates:** No impact
- **Safety to community:** Intended benefits
- **Local control:** GR is working to minimize impacts and preserve local control
- **Environmental stewardship:** No impact

SNOHOMISH PUD EFFORTS:

Snohomish PUD continues to engage with the bill's sponsor and utility peers on minor changes to the underlying language.

SHB 1427: Concerning on-premises energy generation.

SUMMARY (THERE ARE NO SUMMARY UPDATES SINCE THE MARCH 7 REPORT):

- SHB 1427 did not pass out of its chamber of origin and at this time is effectively considered “dead”
- We will be removing this bill from the Key Legislation Report going forward

SPONSOR(S):

Representatives Mena, Doglio, Ramel, Street, Berry, Duerr, Hackney, Reed, Fosse, Cortes, Lekanoff, Peterson

CONTEXT:

In 2019, a legislative compromise passed the legislature - extending the existing net metering law by increasing the net metering threshold to 4% of the utility's peak demand during 1996. It also provided that once utilities reached 4% or the year 2029, utilities could utilize local control and develop a more equitable alternative compensation model.

Snohomish PUD has not reached its 4% cap, however, likely will prior to the year 2029.

STATUS:

Referred to the House Rules Committee.

LEGISLATIVE ACTION:

No further action since the Feb. 21 report.

SNOHOMISH PUD POSITION:

Other

PRINCIPLES:

- **Reliability of service:** No impact
- **Affordability of rates:** Potential negative impacts to customers not utilizing net-metering
- **Safety to community:** No impact.
- **Local control:** Potential negative impacts
- **Environmental stewardship:** Intended benefits

SNOHOMISH PUD EFFORTS:

Snohomish PUD continues to engage with utility peers and bill’s sponsor

E2SHB 1589: Supporting Washington’s clean energy economy and transitioning to a clean, affordable, and reliable energy future

SUMMARY (NOTE: THIS SUMMARY ADDRESSES CHANGES IN THE HOUSE SUBSTITUTE VERSION OF THE BILL):

The adopted engrossed substitute makes the following changes:

- The prohibition on the extension of natural gas service to commercial or residential locations after June 30, 2023, is modified to not apply to certain facilities engaged in one or more manufacturing processes, facilities that are required by federal or state regulation to have redundant emergency backup power generation systems, and facilities owned or operated by the United States department of defense.
- Authorizes the utilities and transportation commission (UTC) to consolidate utility planning requirements into a single integrated system plan that is approved by the UTC and specifies specific requirements and timelines.
- The UTC must approve, reject, or approve with conditions the integrated system plan within 12 months of receiving the final plan.
- Once an integrated system plan has been approved by the UTC, the utility may include an integrated system plan in a proposal for a multiyear rate plan.
- The requirement that the UTC establish a cost target for a gas decarbonization plan, and an electrification plan is modified to a requirement that the UTC establish by rule a cost-effectiveness test for emissions reduction measures taken by a combination utility to comply with state clean energy and climate policies.
- The requirement that a combination utility must obtain specified percentages of the energy needed to comply with the clean energy transformation act from purchased power and from generating capacity owned by the utility is changed to a requirement that the UTC determine the appropriate, cost-effective recovery mechanisms for a combination utility to meet its integrated system plan including, among other mechanisms:
- The circumstances in which the gas and electric rate bases of a combination utility may be merged is modified to an authorization to the UTC, after the approval of a gas decarbonization plan, to approve the merger of electric and gas rate bases if the UTC finds that the proposal will result in a net benefit to customers of the large combination utility.

SPONSOR(S):

Representatives Doglio, Fitzgibbon, Berry, Alvarado, Bateman, Ramel, Peterson, Lekanoff, Hackney, Macri, Kloba
 Senators Nguyen, Lovelett, Hunt, Keiser, Lias, Saldana, Wellman, C. Wilson

SNOHOMISH PUD POSITION:

Under review

CONTEXT:

Over the past several years, state and local policy discussions have occurred pertaining to phasing out natural gas as a means to further decarbonize the economy. This legislation has been brought forward by Puget Sound Energy as a proactive measure to codify their plans to phase out natural gas. The legislation is narrowly drafted to only apply to PSE and no other utilities with natural gas.

PRINCIPLES:

- **Reliability of service:** GR is working to understand if there are reliability of service impacts
- **Affordability of rates:** No impact
- **Safety to community:** No impact
- **Local control:** No impact
- **Environmental stewardship:** Intended benefits

STATUS:

Referred to the Senate Environment, Energy and Technology Committee

LEGISLATIVE ACTION:

March 4: Amended and voted off the House floor (yeas,75; nays, 20)
 March 15: Received a public hearing in the House Environment & Energy Committee. Watch [here](#).

SNOHOMISH PUD EFFORTS:

Snohomish PUD continues to engage in conversations with our utility peers.

2SHB 1391: Concerning Energy in Buildings

SUMMARY (THERE ARE NO SUMMARY UPDATES SINCE THE MARCH 7TH REPORT):

The current version of the bill:

- Directs the Department of Commerce to contract with one or more administrators to establish a Statewide Building Energy Upgrade Navigator Program (Navigator Program) by March 1, 2024.
- Requires the administrator(s) to align the Navigator Program with programs and funding under the federal Inflation Reduction Act and the federal Infrastructure Investment and Jobs Act, provide outreach, and deliver energy services to residential building owners and renters, owners of commercial buildings under 20,000 square feet, and owners and occupants of single-family and multifamily buildings.
- Requires Commerce to convene a technical advisory group to provide ongoing guidance to the Navigator Program by December 2023, and to report to the Legislature.

SPONSOR(S):

Representatives Ramel, Doglio, Duerr, Berry, Pollet, Reed

SNOHOMISH PUD POSITION:

Support

CONTEXT:

After the passage of the Climate Commitment Act (CCA), lawmakers have looked for ways to spend CCA proceeds to help further decarbonize the WA economy. Many efforts have focused on the residential and commercial building sector, which this bill does as well.

The bill also has an eye towards the Inflation Reduction Act (IRA) and the anticipated flow of federal funds to the state to reduce the cost of transitioning the residential housing sector to more energy efficient appliances.

Given that the state is likely to experience a significant increase in funding for energy efficiency programs, lawmakers and consumers may struggle to understand who may be eligible, what type of appliances can be used, and who has the expertise to install these appliances.

As such, this bill aims to make it easier for consumers to understand their eligibility and find contactors who may be able to install energy efficient appliances in residential buildings.

PRINCIPLES:

- **Reliability of service:** Potential benefits from increased energy efficiency
- **Affordability of rates:** No impact
- **Safety to community:** No impact
- **Local control:** No impact
- **Environmental stewardship:** Intended benefits

STATUS:

Referred to the Senate Environment, Energy & Technology Committee.

LEGISLATIVE ACTION:

No further action since the March 7 report.

SNOHOMISH PUD EFFORTS:

Snohomish PUD is engaged with the bill sponsor.

WA State 2023 Legislative Mid-Session Review

Ryan Collins, Senior State Government Relations and External Affairs Manager
March 21, 2023

Purpose: Update the commission on actions taken by state government relations on behalf of the District on key legislation

Expectations of the board: Information Only

Agenda:

- Snapshot of where we are
- Review Snohomish PUD efforts on key legislation
- Questions?

2023 Legislative Session: Over halfway there (72 out of 105 days)

March 8th

- House of Origin Cutoff –

Any legislative proposals not passed by their chamber of origin are considered “dead”

WA Legislature		Snohomish PUD	
House bills passed	331 (31%)	Bills Reviewed	2144
Senate bills passed	280 (26%)	Bills Monitored	305
Total bills passed	611 (28%)	Key Legislation	8

Next Cutoff Dates

- ❑ Opposite chamber policy committee cutoff
March 29th (Day 80)
- ❑ Opposite chamber fiscal cutoff
April 4th (Day 86)

Moving to the Budget

- ❑ March 20th – Revenue Forecast by the state’s Economic and Revenue Forecast Council. Final piece of data needed prior to publicly releasing House & Senate draft biennial budgets

Key Legislation Following House of Origin Cutoff

	House of Origin			Opposite House		
	Policy Cutoff (2/17)	Fiscal Cutoff (2/24)	Floor Vote (3/8)	Policy Cutoff (3/29)	Fiscal Cutoff (4/4)	Floor Vote (4/12)
Wildfire Mitigation HB 1032 SB 5039	✓	✓	90 - 0			
Resource Adequacy HB 1117	✓	✓	95 - 0			
Transmission Planning HB 1192 SB 5165	✓	✓	36 - 13			
Clean Energy Siting HB 1216	✓	✓	75 - 20			
Extreme Heat Shutoff HB 1329 SB 5366	✓	✓	64 - 31			
Net Metering HB 1427	✓	✓	✗			
PSE Decarbonization HB 1589 SB 5562	✓	✓	52 - 44			
3rd Party Navigator HB 1391	✓	✓	56 - 41			

2023 Legislative Session: GR Impact

SSB 5165: Concerning electric power system transmission planning

Government Relations Engagement	<ul style="list-style-type: none">▪ Successfully addressed the differences between Transmission Service Providers and Transmission Dependent Utilities in electric utility IRPs.▪ Successfully addressed the challenges related to the previous inclusion of “Conditional Firm” language▪ Improved planning process by allowing electric utilities to consult with federal, interstate, and voluntary organizations with a role in the bulk power transmission system.
Impact	Additional flexibility for Snohomish PUD regarding transmission planning in IRP.

ESHB 1329: Preventing utility shutoffs for nonpayment during extreme heat

Government Relations Engagement	<ul style="list-style-type: none">▪ Successfully addressed operational and safety challenges related to reconnection of disconnected customers during extreme heat; legislation now stipulates that customers initiate reconnection.▪ Successfully clarified the legislation’s heat thresholds from multiple temperature readings to National Weather Service Heat related alerts.
Impact	Increase ease of implementation while still supporting customers; minimized impacts to Snohomish PUD local control.

2023 Legislative Session: GR Impact

SHB 1427: Concerning on-premises energy generation

Government Relations Engagement	<ul style="list-style-type: none">▪ Highlighted the growing cost-shift of residential solar generation subsidization by non-solar utility customers.▪ Educated the bill's sponsor, along with utility colleagues, regarding the 2019 legislative compromise and operational challenges related to increasing array size for BPA-customer utilities above 200kW.▪ Ultimately, the bill failed to meet the House of Origin cutoff and is now considered "dead," however we are anticipating the return of this policy issue and are leading stakeholder discussions in preparation for future legislative proposals.
Impact	Snohomish PUD retains local control and will continue to offer net metering to customers while considering alternative compensation models under the timelines in current law.

2SHB 1391: Concerning energy in buildings

Government Relations Engagement	<ul style="list-style-type: none">▪ Current legislative language now clarifies that the third-party navigator program works in concert with existing utility energy efficiency programs.
Impact	Prevent potential conflicts of the program with existing Snohomish PUD energy efficiency programs.

Questions?

Hay Canyon Wind Contract Amendment

Garrison Marr, Senior Manager, Power Supply

March 21, 2023

Prior Presentation: 7/10/2018



Presentation Overview

Background and Updates

- Overview of Hay Canyon Power Purchase Agreement (PPA)
- Avangrid to join Energy Imbalance Market (EIM)
- Amendment overview

Proposed Action

- Staff recommends the Board adopt a resolution for Snohomish PUD to amend the Hay Canyon Wind Contract



Hay Canyon Wind PPA Overview and History

- In 2009, PUD entered into two long term PPAs for 100% wind energy and renewable energy credits (RECs) from the 100 MW Hay Canyon Wind Project.
- Project owned and operated by Avangrid Renewables (originally Iberdrola Renewables)
- Hay Canyon was originally in BPA's Balancing Authority Area (BAA); in 2018 Avangrid formed its own generation-only BAA, including Hay Canyon
 - Required amendment to address provision of operating reserves and wind integration services
 - Additional minor amendment occurred to adjust forecast timing when BPA joined EIM

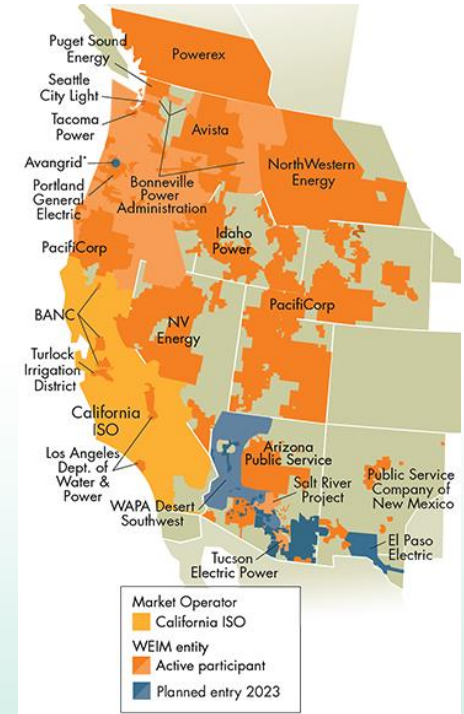


Moro, Oregon



Avangrid to join EIM

- Avangrid intends to become an EIM Entity on April 4, 2023
 - Expected to reduce cost of providing balancing services to wind fleet
- Avangrid intends for Hay Canyon to be an economically participating resource in EIM



Elements of Amendment

- Wind Integration cost savings: ~\$60,000/year
- Change to “true-up” mechanism
 - Imbalance charges and credits between forecasted and metered output settled at EIM price rather than bilateral index
 - PUD insulated from negative EIM prices
 - Opportunity to revisit true-up approach in one year
- Minor forecast and schedule timing changes to reflect EIM requirements



Staff Recommendation: Adopt Hay Canyon Amendment

- Good business practice to facilitate Avangrid's EIM participation
- Wind Integration cost savings
- Risk mitigation in true-up change



Next Steps

- 4/4/2023: Staff to bring a resolution to the Board for Snohomish PUD to sign amendment to Hay Canyon Wind Agreement
- 4/5/2023: Avangrid to join Energy Imbalance Market



Questions?





Safety

Looking Back and Looking Ahead

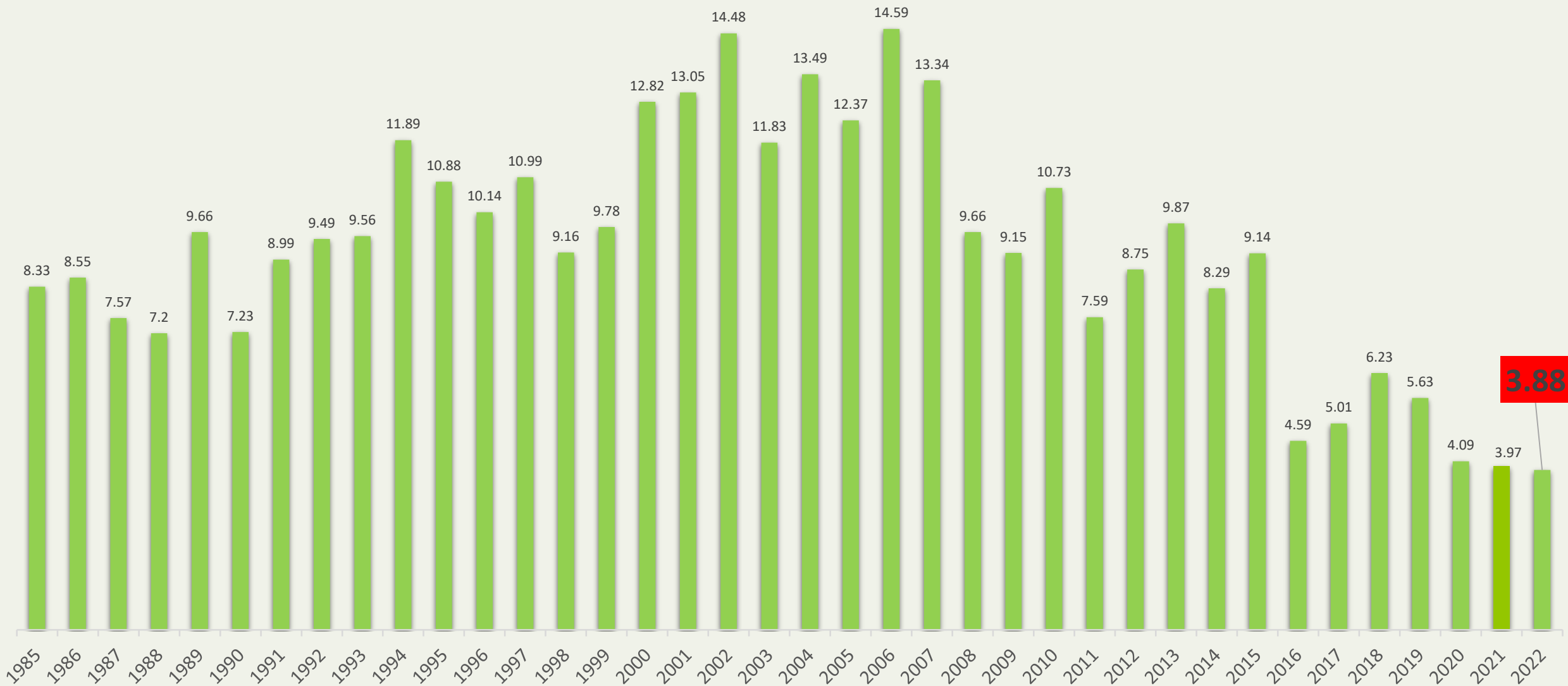
Rob Beidler, Senior Manager Safety, Security and Emergency Management
March 21, 2023

Previously Presented: February 15, 2022



Year in Review

District Recordable Injury Rate



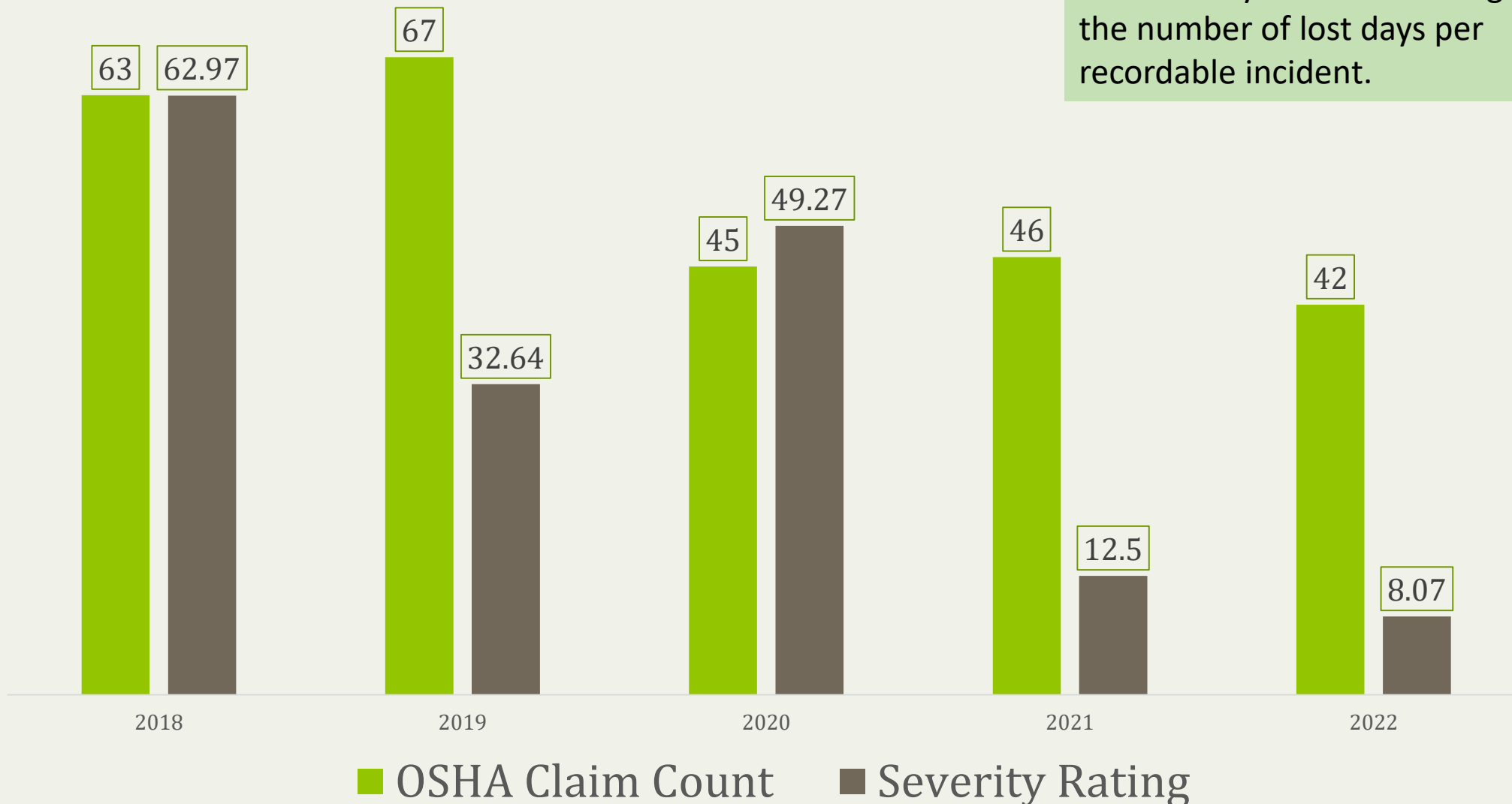
Will follow closely

- **OSHA Recordable Incident Rate:**
 - 2022 total 3.88
 - January-October 3.47
 - November-December 5.82
- **Severity Rating:**
 - 2022 total 8.07
 - January-October 7.26
 - November-December 10.36



Severity

The severity rate is an average of the number of lost days per recordable incident.





Looking back...

- First-Aid Kit upgrades
- First-Aid Training Committee
- Stop the Bleed
- Driver Safety Committee, Driver Safety Training
- Fall Protection Program Development and Implementation
- Incorporating fall protection anchor requirements into design standards
- New high-charge fire extinguisher pilot
- NEWtrition focused sessions and one-on-one meetings with Dr. Jill
- New 360-degree cameras, testing
- Active Threat Awareness, Recognition, & Response (Run, Hide, Fight) Training Implemented
- Multi-gas meters for Operations
- Respiratory Protection Program Update
- Electrical Safety Training for Firefighters
 - Approximately 300 firefighters trained
 - 18 sessions in South County
 - Kudos to Line and Substation for the support!

Looking forward...

- We Power Safety
- Arc Flash Program development
- First Responder training
- Mutual aid onboarding enhancements
- Regional safety specialist information exchange forum
- Compliance Training: further define, eliminate gaps, update and refresh requirements
- HAZWOPER/HazCom program assessment and update
- Managers 'Safety Walk' program
- Advanced First Aid
- Coaching sessions with Dr. Jill
- Enhanced Origami System Utilization
- Improved Safety & Security Performance Metrics

Surplus and Sale of an Easement to Chick-fil-A at Everett Mall Way

Maureen Barnes, Manager, Real Estate Services
March 21, 2023



Chick-fil-A Easement Acquisition

- The purpose of this presentation is to:
 - Inform the Board of an upcoming request to declare surplus a portion of District fee owned land and allow Real Estate Services to execute an Easement for a bypass lane, parking and landscaping
 - Answer any questions regarding impacts, compensation and long-term maintenance
- Staff is looking to fully inform the Commission in preparation of holding a Public Hearing and voting via a Resolution



Chick-fil-A Easement Acquisition - Background

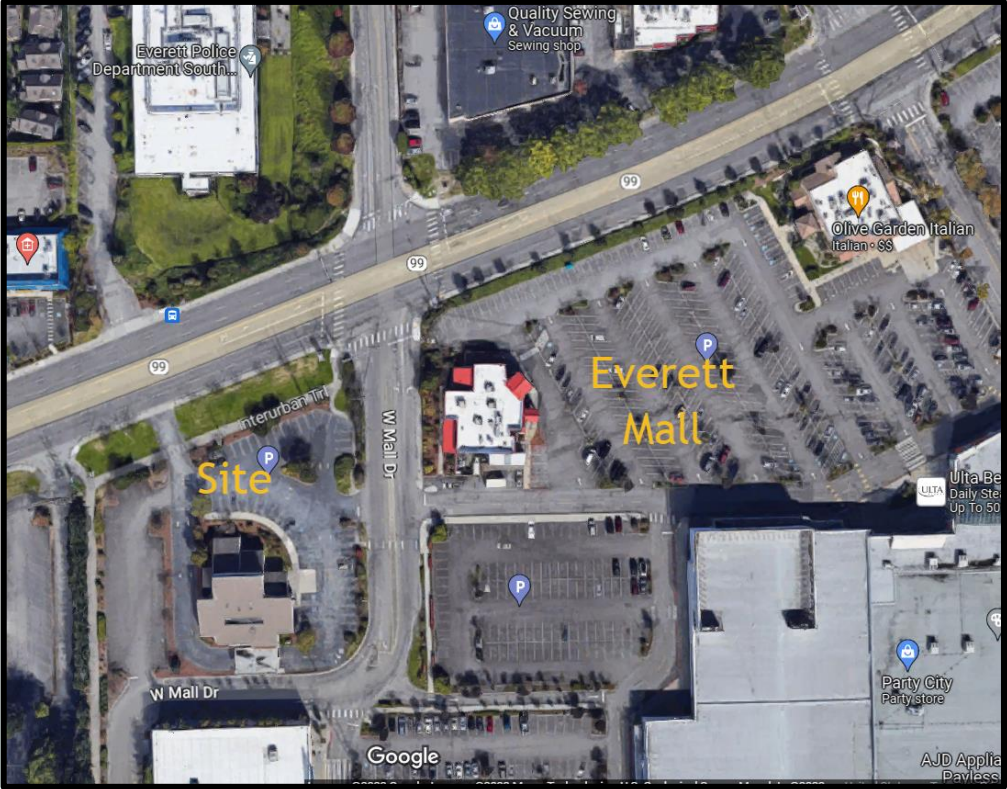
- The District owns the Pacific Northwest Traction (PNT) right-of-way (ROW), in fee, this portion is located off Everett Mall Way and West Mall Drive in the City of Everett at the Everett Mall
- Chick-fil-A (CFA) is requesting to purchase an easement running along the east property line which is adjacent to the District's PNT ROW/Interurban Trail
- The total easement area is 7,000 SF +/-
- Compensation amount is \$96,000 as determined by an appraisal



Chick-fil-A Easement Acquisition - Background

- CFA is currently developing the property, which was previously a Bank of America, and has been closed for several years
- Bank of America had utilized this portion of property via a Limited Use Permit (LUP)
- CFA is looking to acquire the easement area for landscaping, parking and a bypass lane to support their business
- Any improvements will be built to County/City standards, and will not impact the District's equipment or that portion of the Interurban Trail

Visual Depiction



Facts and Next Steps

- No District equipment, facilities, or access will be impacted
- This is a non-exclusive Easement and any changes to the design are subject to District approval
- District staff have reviewed and approved this request
- Real Estate Services also recommends approving this request
- April 4th, a Public Hearing will be held, and Commissioner's will vote on this Resolution



Questions?





▼ **Juneteenth as a District
Paid Holiday**

March 21, 2023

Quinton Harrington, Inclusion Committee Chair

Purpose/ Expectations of the Board

- **PURPOSE**
 - Provide context around establishing Juneteenth as an official District holiday.
- **Board Expectations**
 - Informational with proposed Resolution presented at the April 4 meeting.

Agenda

What is Juneteenth?

History of Juneteenth

How it's Celebrated

Why Now?

Budget Implications

Next Steps

Questions?



What is
Juneteenth?

June·teenth

/ˌjūnˈtēnθ/

noun

a holiday celebrated on June 19 to commemorate the emancipation of enslaved people in the US. The holiday was first celebrated in Texas, where on that date in 1865, in the aftermath of the Civil War, enslaved people were declared free under the terms of the 1862 Emancipation Proclamation.

History of Juneteenth

On September 22, 1862, President Abraham Lincoln issued a proclamation to inform States in rebellion that effective January 1, 1863 “that all persons held as slaves within said designated States, and parts of States, are, and henceforward shall be free; and that the Executive government of the United States, including the military and naval authorities thereof, will recognize and maintain the freedom of said persons.”

On June 19, 1865, enslaved people in Texas were informed that slavery had been abolished and they were free through Major General Gordon Granger’s Order No. 3. While this action formally abolished slavery in those states and parts of states rebelling against the Union, it laid the way for the 13th Amendment which would end chattel slavery in the United States.

Although the Emancipation Proclamation came 2½ years earlier on January 1, 1863, many enslavers continued to hold enslaved Black people captive after the announcement, so Juneteenth became a symbolic date representing African American freedom.

How is Juneteenth Celebrated ?

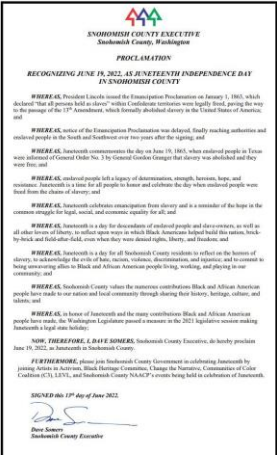


- What began as an informal celebration of freedom by locals in Galveston eventually grew into a wider commemoration of the end of slavery as African Americans in Texas moved to other parts of the country. Today, many African Americans mark Juneteenth with parties, parades and gatherings with family and friends.
- Texas became the first state to make Juneteenth a state holiday in 1980. In addition to it being a federal holiday, all 50 states and Washington, DC, recognize Juneteenth in some form.

Why Now?

- Discussions on adding Juneteenth as a District paid holiday were employee led, approved by the ELT and the IBEW, and supported by the Inclusion Committee.
- Juneteenth represents an historical event celebrating the value of all people and therefore is aligned with our values at the District.
- An added benefit that makes the District stand out as an employer of choice.
- Establishing Juneteenth as an official District holiday brings awareness and consciousness to a crucial day in history ending the historical and continued harms of slavery.

Why Now?



13 May 2021

On May 13, 2021, Washington State Governor Jay Inslee signed House Bill No. 1016, establishing Juneteenth as a legal holiday for state employees in 2022.



13 June 2022

On June 13, 2022, Snohomish County Executive Dave Somers signed a proclamation recognizing June 19th as Juneteenth Independence Day in Snohomish County.



17 June 2021

On June 17, 2021, United States President Joe Biden signed the Juneteenth National Independence Day Act into law immediately establishing Juneteenth as a legal holiday for federal employees.

Washington Local Governments Recognizing Juneteenth

- While local governments are not required to follow either the federal or state legal holiday schedule (RCW 1.16.050(6)), many have followed suit and officially recognize Juneteenth as a paid holiday for its employees.
- Among a few of the jurisdictions that have adopted Juneteenth as a holiday include:

City of Monroe

City of Arlington

City of Snohomish

City of Lynnwood

City of Edmonds

City of Stanwood

Skagit County

Whatcom County

Grant County PUD

Chelan County PUD

Skagit County PUD

Whatcom County PUD

Clark County PUD

Tacoma Public Utilities

Seattle City Light

Snohomish County

Budget Implications

- The cost is an estimate of total payroll of \$500,000.
- This figure is not an actual expense but rather the “value” of unproductive time.
- We do not see one day of unproductive time having a meaningful impact on the larger timelines of maintenance and capital projects or any other work.
- From a budgetary impact, we view the employee culture impacts far outweigh the actual lost productivity dollars.



- No previous Resolution adopting District holidays.
- Directive No. 39 states:

▼ The District observes the following Paid holidays each year:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The District recognizes the following Unpaid holidays each year:

- Up to two (2) unpaid Holiday(s) per calendar year; for reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Next Steps

- A Resolution amending the current CBA to add Juneteenth as a paid holiday will be presented at the April 4, 2023, Meeting for Commission consideration and approval.
- If the resolution is passed, District Administration would also amend Directive No. 39 to add Juneteenth as a paid holiday for all District employees (represented and non-represented).



Questions?

Connect Up Program

Commission Quarterly Update

Kevin Lavering - Program Manager

Tim Epp – Program Manager

March 21, 2023

Last Update – November 15, 2022



Connect Up Program Quarterly Update

Purpose of Presentation

- Provide the Commission a progress update of the program

Expectations of the Board

- Remain updated on recent program activities and next steps

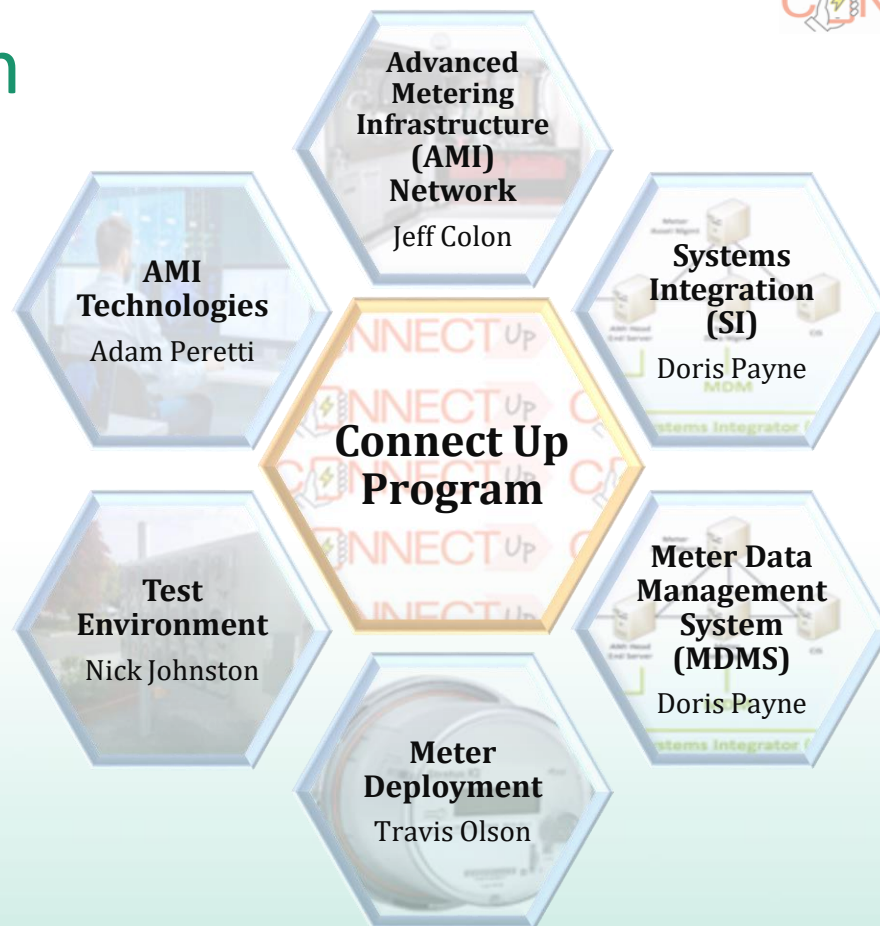


Agenda

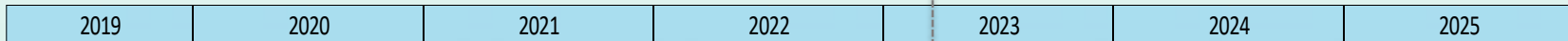
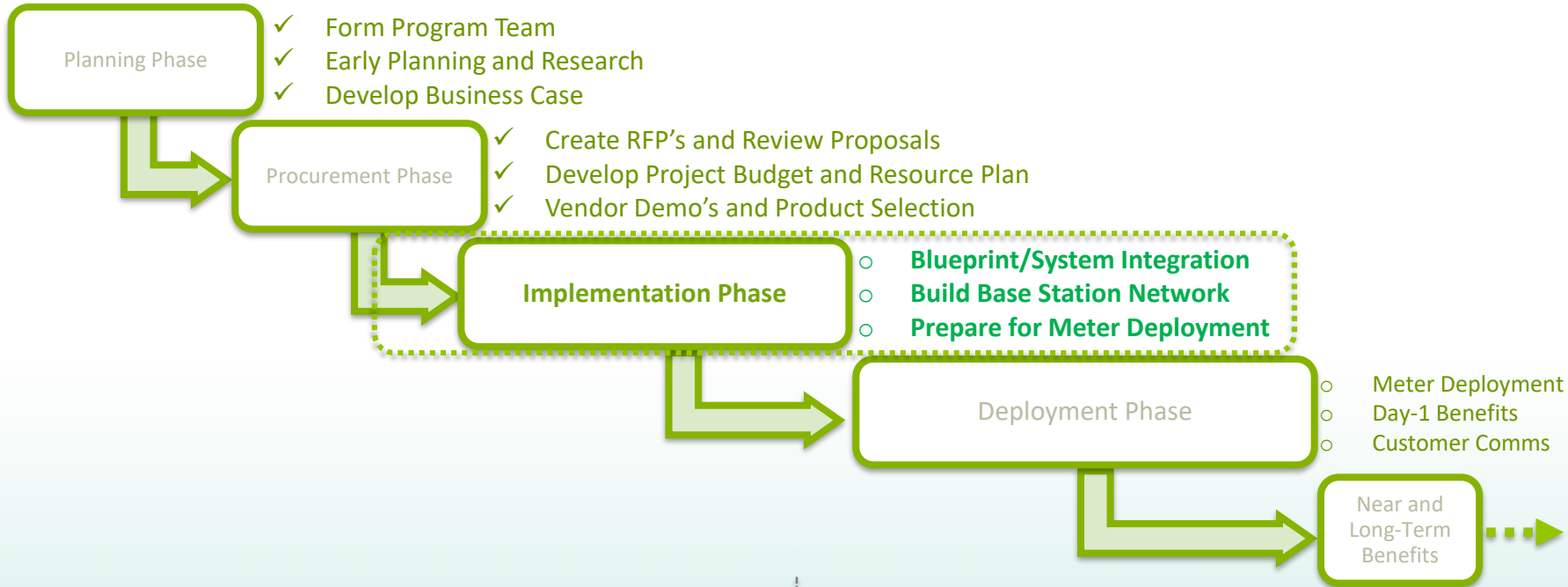
- Program Budget and Schedule Review
- Implementation Phase Progress Report
 - Meter Installation Planning
 - AMI Base Station Network Deployment
 - Systems Integration
 - Training
 - Internal/External Communications
- Next Steps



Connect Up Program



High Level Schedule



We are here



Program Budget

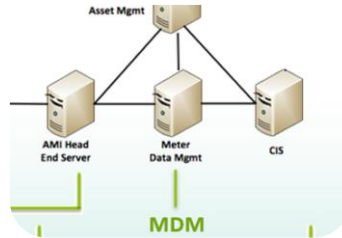
Original Budget (Commission Approved 01/2021)	\$93.211M
Projected Cost Through End of 2025	\$91.413M
Over (Under)	(\$1.798M)



Implementation Phase Progress



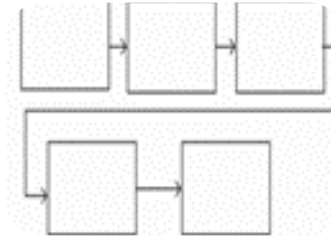
AMI Test Environment



Configure, Integrate and Test Systems



AMI Communications Network Deployment



Develop New Procedures and Train Business on New Processes



Communicate AMI Benefits and Plans to Internal and External Stakeholders



AMI Technologies Group



Meter Deployment





Implementation Phase

Recent Accomplishments

- Received 656 electric and 3,012 water meters to date
- Procured all 30 vans for Deployment
 - Connect Up logos designed and being evaluated
- Deployment Electrician RFP development underway
- Water has hired 5 Time Limited Employees for box/lid replacements

Upcoming Activities

- Finalize Hiring and Training plans (2Q '23)
- Advertise Meter Technician Lead positions (2Q '23)
- Complete 75th Warehouse remodel & obtain Certificate of Occupancy (2Q '23)
- Finalize Deployment strategy & plans (2Q '23)

Meter Installation Planning

Key District Resources

- Metering & Water
- AMI Technologies
- Facilities
- Warehouse
- Transportation

Risks and Challenges

- Meter supply chain – Status continues to improve. Vendor's estimated commitments for 2023 expected by 3/31/23.
- Potential inflationary pressures on Meter Exchanger costs



Implementation Phase Progress



Procured Meter Exchanger vans that will receive Connect Up signage prior to use





Implementation Phase

Recent Accomplishments

- Construction: 73 Base stations installed (49%)
- Network Design: Final Design Completed 1/20/2023
- Permitting: Permit Applications Submitted for all major jurisdictions. Land use permit issued for AMI site in Lynnwood via Hearing Examiner process.
- Received 20 back-ordered base stations

Upcoming Activities

- Construction: Continue base station installations. Target production rate is three base stations per week.
- Equipment: Order remaining base stations per final network design.

AMI Base Station Network Deployment

Key District Resources

- Telecom
- Line Crews
- T&D Engineering
- Substation Construction (flagging crew)
- AMI Technologies
- Warehouse
- Major Yard

Risks and Challenges

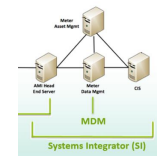
- Schedule: Lead times for permits, base stations and ductile iron poles are anticipated to push network completion to Q3, 2023 (minimal impact to project).
- Base Station permitting for the City of Edmonds has been delayed. Updating applications and providing environmental benefits information to the city.



Implementation Phase Progress

PUD Communications Technician
installing AMI Base Station at
Harbour Pointe Substation





Implementation Phase

Recent Accomplishments

- Systems Integration Testing
 - Phase 2 – Complete
 - Phase 3 – Wrapping Up
- Regression and Performance Testing Wrapping Up
- User Acceptance Test Planning complete

Upcoming Activities

- Complete User Acceptance Testing
- Mock Cutover #2 Exercise
- Complete Go-Live planning
- Go-Live! June 9-12

Systems Integration

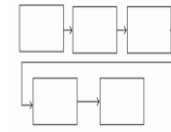
Key District Resources

- IT
- AMI Technologies
- Finance and Customer Accounting
- Customer Services
- Metering & Meter Deployment

Risks and Challenges

- Orchestration of work across multiple external (onshore & offshore) groups and District project staff
- Scope management





Implementation Phase

Recent Accomplishments

- Finalize list of 105 training modules to be built (build underway)
- Finalized module standard template

Upcoming Activities

- Complete Training module development
- Train-the-Trainer complete
- End-user training delivery in process

Training

Key District Resources

- Communications, Training and Change Management
- Customer Accounting
- Customer Services
- AMI Tech, Metering, Telecom

Risks and Challenges

- Mix of Remote and On-site employees
- Testing schedule pressure impacting curriculum
- Training development software complexity
- Vendor training lead turnover





Implementation Phase

Recent Accomplishments

- Added Connect Up Corner in Highlights to keep internal staff updated
- Latest e-News went out in this month (March)
- Tested and confirmed deployment comms are ready
- Created postcard for Water pre-deployment maintenance

Upcoming Activities

- Build deployment webpage on Snopud.com
- Finish 14-day postcard and 3-day email
- Demo/Info Booth at Energy Block Party
- Define deployment media strategy

Internal and External Communications

Key District Resources

- Communications and Change Management
- Customer Service
- Customer Experience

Risks and Challenges

- Media inquiries



Next Steps

- System Go-Live June 9-12, 2023
- Next Commission Quarterly Update June 20, 2023
- Other Program Next Steps Include:
 - Receive updated meter delivery forecast in March and update the Meter Deployment Plans and Meter Exchanger Hiring Plans based on this information
 - Continue the installation of the Base Station network
 - Finish Systems Integration Testing and Start User Acceptance Testing
 - Friends and Family Testing June/July
 - Begin Hiring Process for Electric Installers June/July
 - Start General Meter Deployment August



Questions?



COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 3A

TITLE

Approval of the Minutes for the Regular Meeting of March 7, 2023

SUBMITTED FOR: Consent Agenda

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

List Attachments:
Preliminary Minutes

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Regular Meeting

March 7, 2023

The Regular Meeting was convened by President Rebecca Wolfe at 9:00 a.m. Those attending were Sidney Logan, Vice-President; Tanya Olson, Secretary; General Counsel Colin Willenbrock; Assistant General Managers Pam Baley (virtually), Guy Payne, Interim Assistant General Manager Karen Latimer; 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**

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Media. Communications, Marketing & Business Readiness Director Julee Cunningham reported on District related news and articles.

The meeting recessed at 9:41 a.m. and reconvened at 9:46 a.m.

2. Legislative. Senior State Government & External Affairs Manager Ryan Collins responded to the Board's questions on the report.
3. Other. There were no other topics.

***B. WABS/Snohomish PUD – Worksite Tours**

Kim Griggs with Washington Alliance for Better Schools (WABS) provided a presentation on the career path program which included worksite tours at the District.

***C. Camano Island Seaside Smarties Presentation**

The Camano Island Seaside Smarties presented a prototype for an energy-saving app called the 'Smarties Energy App' or 'SEA App'. The app would integrate with the home energy meter and let PUD customers know real time about their home's energy use. It would send notifications when a customer makes smart energy decisions and has conserved energy. It would then set goals for the customer and reward them in multiple ways to motivate people to conserve energy.

D. Sultan River Floodplain Activation Project

Senior Environmental Coordinator Dawn Presler provided a presentation on the Sultan River Floodplain Activation Project that included a recap of the project history and updates on the grant application for the floodplain design.

The next step would be to return to the Commission on March 21, 2023, for consideration of a resolution authorizing the signing of the grant approval award agreement.

E. South Everett Community Solar Project Update

Senior Customer and Energy Services Program Manager Suzy Oversvee and Customer and Energy Services Program Manager Kelsey Lewis updated the Board on the South Everett Community Solar project.

The next steps would be publishing the request for construction proposals, evaluation of the bids, and return to the Commission for review and approval.

The meeting recessed at 10:20 a.m. and reconvened at 10:25 a.m.

F. SnoSmart: Snohomish PUD's Secure Modern Automated & Reliable Technology Project

Principal Engineer John Hieb and Senior Customer and Energy Services Program Manager Suzy Oversvee provided information to the Board on a federal smart grid grant opportunity.

Commissioner Wolfe requested a copy of the original concept paper submission to the Department of Ecology. The board concurred and staff responded that they would provide the information.

The next step would be submission of the grant application on March 15, 2023.

G. Organized Market Updates

Senior Manager Power Supply Garrison Marr introduced the Organized Market Update presentation.

Commissioner Olson requested that a future educational session be presented to the board. The Board concurred.

Principal Utility Analyst Adam Cornelius gave an informational briefing on the ongoing discussions around regional organized market development.

The next step would be to return to the Commission on March 21, 2023, for consideration of a resolution to sign the Southwest Power (SPP) Markets+ Phase 1 funding agreement.

The meeting recessed at 11:48 a.m.

RECONVENE REGULAR MEETING

The Regular Meeting was reconvened by President Rebecca Wolfe at 1:30 p.m. Those attending were Sidney Logan, Vice-President; Tanya Olson, Secretary; General Counsel Colin Willenbrock; Assistant General Manager, Guy Payne, and Interim Assistant General Manager Karen Latimer (virtually); 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**

2. RECOGNITION/DECLARATIONS

A. Employee of the Month for March – Grayson Steele

Grayson Steele was recognized as Employee of the Month for March.

3. COMMENTS FROM THE PUBLIC

There were no comments from the public.

4. CONSENT AGENDA

A. Approval of Minutes for the Regular Meeting of February 21, 2023

B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations:

Instructions to Bidders No. 22-1335-KS with Shinn Mechanical, Inc.

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

None

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

Professional Services Contract No. CW2250709 with Northwest Tower Engineering PLLC

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

None

Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

None

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:

Professional Services Contract No. CW2249619 with Orrick, Herrington & Sutcliffe LLP

Miscellaneous Contract No. 76646 with Origami Risk, LLC

Contract Acceptance Recommendations:

Public Works Contract No. CW2242612 with Asplundh Tree Expert, LLC

Public Works Contract No. CW2243663 with PELLCO Construction, Inc.

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

A motion unanimously passed approving Agenda Items 4A – Approval of the minutes for the Regular Meeting of February 21, 2023; 4B – Bid Awards, Professional Services Contracts and Amendments; and 4C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers.

5. COMMISSION BUSINESS

A. Commission Reports

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

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

6. GOVERNANCE PLANNING

A. Governance Planning Calendar

An Organized Markets Workshop will be added to the “To be scheduled” portion of the calendar.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of March 7, 2023, adjourned at 1:56 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 21st day of March, 2023.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 3B

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:

- 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) ... non-delegable, statutorily assigned Board duty – Contracts and Purchasing.

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

Public Works Contract Award Recommendations;
None

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

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

Miscellaneous Contract Award Recommendations \$200,000 and Over (Pages 1-2);
Request for Proposal No. 22-1300-HL with KloudGin, Inc.

Interlocal Agreements and Cooperative Purchase Recommendations;
Contracts:
None
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 (Page 3);
Professional Services Contract No. CW2241901 with Robert Half International Inc. dba
RH Technology

Contract Acceptance Recommendations (Page 4);
Public Works Contract No. CW2246964 with Osmose Utilities Services, Inc.

List Attachments:
March 21, 2023 Report

**Miscellaneous Contract Award Recommendation(s) \$200,000 And Over
March 21, 2023**

RFP 22-1300-HL
Scheduling and Dispatching
Software (Cloud Contract)

No. of Bids Solicited:	86		
No. of Bids Received:	8		
IT Project Leader & Phone No.:	Sumit Singh	Ext. 8327	
IT Manager	Jason Bruss	Ext. 8539	
Estimate:	\$2,500,000.00		

Scheduling and dispatching software is important to support mission critical operations. The District’s current scheduling and dispatching application, Click Software, will reach end-of-life on December 31, 2023 with no further support or security patching available after that date. On June 17, 2022, the District advertised a Request for Proposals for either an on-premise or Software as a Service (SaaS) cloud Scheduling and Dispatching Software solution to replace Click Software. The District intends to deploy a solution to achieve automated and accurate field job management and integrate with existing IT systems to exchange data required for scheduling and dispatch functions.

In addition, the District’s storm response is dependent on this software to dispatch workers and respond to emergencies. Scheduling and dispatch software allows the District to have priority, task, route-based scheduling; optimized route computations based on Google maps integration and intelligent task allocation based on crew location.

The invitation was accessed by 86 firms and written responses were received from eight Proposers:

- Deloitte Consulting LLP
- Diabsolut Ltd
- HCL America, Inc
- IFS North America, Inc
- KloudGin, Inc
- Rizing, LLC
- Utegration, LLC
- VertexOne Software LLC dba VertexOne

The Evaluation Team reviewed each proposal to determine whether they met the minimum requirements noted in the RFP. All eight of the proposals met these requirements and were then evaluated according to the evaluation procedure set forth in the RFP, which included:

- Ability to meet the District’s functional, technical, and other requirements as specified in this RFP
- Ability of the Scheduling & Dispatch software to be supported by District staff
- Proposer’s past successful experience with the implementation of similar Scheduling & Dispatch software
- Financial viability of Proposer
- Pricing

Based on this evaluation, five Proposers were short-listed: Deloitte Consulting LLP, Diabsolut Ltd, KloudGin Inc, Rizing LLC, and Utegration LLC.

Each short-listed Proposer participated in an interview to discuss their proposal in greater detail. As a result of the evaluations, references and interviews, staff determined that KloudGin’s SaaS solution best meets the District’s needs based on the following:

- Ability to meet the tight implementation deadline.
- Platform meets all the District's current and future business requirements, including notifications, which is a critical functionality for Customer Service.
- Competitive pricing

The software being proposed will allow the District to manage and schedule its mobile field workforce, streamline communication, automate scheduling and improve dispatching and general information sharing between field workers. Process areas using the scheduling and dispatch software include Customer Service (Field Services), Outage Restoration, Electric Transmission & Distribution construction work, Water construction and maintenance and Facilities maintenance.

	<u>Vendor</u>	<u>Subtotal (w/o tax)</u>
Award To:	KloudGin, Inc	\$2,524,885.00

Summary Statement: Staff recommends award to KloudGin Inc to provide the required professional services (\$671,160.00) and five years of ongoing cloud schedule and dispatch software and support (\$1,853,725.00) for a total amount of \$2,524,885.00 plus applicable tax. After the initial five-year term, the District will have the option to renew the contract for additional terms with an annual renewal fee capped at 3%.

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

Formal Bid and Contract Amendment(s)
March 21, 2023

PSC No. CW2241901
Help Desk Support Services

Contractor/Consultant/Supplier:	Robert Half International Inc dba RH Technology
Project Leader & Phone No.:	Melissa Witzel Ext. 8523
Amendment No.:	5
Amendment:	20,000.00

Original Contract Amount:	\$126,000.00	Original Start/End:	09/29/2020-10/1/2021
Present Contract Amount:	\$301,000.00	Present Start/End:	09/29/2020-10/1/2023
Amendment Amount:	\$20,000.00	New End Date:	N/A
New Contract Amount:	\$321,000.00		

Summary Statement: Staff recommend approval of Amendment No. 5 to increase the Robert Half International Inc. contract by an amount of \$20,000.00 for supplemental ITS help desk support services. The ITS help desk currently has one contracted resource to augment the ITS team to support equipment requests and fleet technology replacements. This request will allow ITS to add one additional resource for approximately 12 weeks to help with mobility upgrades and new employee equipment setups.

Summary of Amendments:

Amendment No. 1 dated September 7, 2021 increased the contract amount by \$50,000.00 and extended the contract term to October 1, 2022.

Amendment No. 2 approved by Commission on March 8, 2022 increased the contract amount by \$60,000.00.

Amendment No. 3 dated May 27, 2022 modified the hourly rate for contracted resources.

Amendment No. 4 approved by Commission on September 20, 2022 increased the contract amount by \$65,000.00 and extended the contract term to October 1, 2023.

Contract Acceptance Recommendations(s)
March 21, 2023

**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. CW2246964

2022-2023 Pole Assessment and
Remedial Treatment

Contractor:	Osiose Utilities Services, Inc.
Start/End:	4/18/22 – 9/29/22
Evaluator & Phone No.:	Philip Scougale Ext. 4230
No. of Amendments:	1
Retained Fund:	Retainage Bond on file

Original Contract Amount: \$1,477,318.50
Total Amendment Amount: -\$87,844.13
Final Contract Amount: \$1,389,474.37

Summary None.
Statement:



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 3C

TITLE

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

SUBMITTED FOR: Consent Agenda

<u>General Accounting & Financial Systems</u>	<u>Julia Anderson</u>	<u>8027</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)(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 21st day of March 2023.

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	1122190 - 1122366	\$30,382.22	2 - 7
Electronic Customer Refunds		\$20,181.50	8 - 10
WARRANT SUMMARY			
Warrants	8072565 - 8072771	\$2,900,552.44	11 - 17
ACH	6036074 - 6036447	\$4,591,238.92	18 - 29
Wires	7002793 - 7002803	\$8,751,327.19	30
Payroll - Direct Deposit	5300000781 - 5300000781	\$3,972,260.49	31
Payroll - Warrants	844872 - 844883	\$33,339.93	31
Automatic Debit Payments	5300000778 - 5300000786	\$16,638,964.66	32
	GRAND TOTAL	\$36,938,247.35	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
2/27/23	1122190	JACQUELINE FORD	\$539.42
2/27/23	1122191	BRIAN ERICKSON	\$64.61
2/27/23	1122192	ROSS KNODEL	\$194.94
2/27/23	1122193	JING L (JEAN) MASON	\$137.08
2/27/23	1122194	MATTHEW SIMMONS	\$151.92
2/27/23	1122195	SJB HOLDINGS LLC	\$110.94
2/27/23	1122196	STACK DESIGN & CONSTRUCTION LLC	\$99.07
2/27/23	1122197	UMANO PROPERTY MANAGEMENT	\$57.84
2/27/23	1122198	WILLIAM HANSON	\$245.27
2/27/23	1122199	K MCCONNAUGHEY	\$576.18
2/27/23	1122200	MERCY PROPERTIES WASHINGTON III LLC	\$33.42
2/27/23	1122201	SHAUNA VELARDE	\$22.65
2/27/23	1122202	CRYSTAL SPRINGS APTS	\$113.61
2/27/23	1122203	HOUSING AUTHORITY OF SNO CO	\$50.83
2/27/23	1122204	REDFINNOW BORROWER LLC	\$28.39
2/27/23	1122205	KARLA LEON	\$117.80
2/27/23	1122206	SOUTHEND HOLDINGS LLC	\$33.82
2/27/23	1122207	FRANK BISHER	\$76.99
2/27/23	1122208	NICOLE WILLIAMSON	\$53.36
3/1/23	1122209	TROY SAVISKY	\$266.28
3/1/23	1122210	RUBY HANSEN	\$258.06
3/1/23	1122211	RENTAL MANAGEMENT CO	\$64.53
3/1/23	1122212	SIMPLE WIRELESS LLC	\$194.00
3/1/23	1122213	EDGEWOOD NORTH, LLC	\$155.59
3/1/23	1122214	INDER SHARMA	\$175.63
3/1/23	1122215	ACME HOMES LLC	\$14.14
3/1/23	1122216	PROJECT PRIDE	\$2,079.72
3/1/23	1122217	TAMI FRYE	\$146.75
3/1/23	1122218	JAMES MOSS	\$69.16
3/1/23	1122219	HARDIP PUNNI	\$71.38
3/1/23	1122220	SSHI LLC	\$18.65
3/1/23	1122221	ELIZABETH LUDWIG	\$273.00

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
3/1/23	1122222	SEAN KILLEEN	\$15.29
3/1/23	1122223	DEVINDER SINGH	\$15.17
3/1/23	1122224	THE FARM BY VINTAGE LP	\$85.59
3/1/23	1122225	STAR TAYLOR	\$780.03
3/1/23	1122226	RYAN FLYBERG	\$118.17
3/2/23	1122227	DOBYNS FAMILY LLC	\$22.21
3/2/23	1122228	NORTHLAKE COURT, LLC	\$51.21
3/2/23	1122229	SPRINT PCS	\$63.84
3/2/23	1122230	BARBARA MCDOWELL	\$162.94
3/2/23	1122231	JUAN FORNO	\$88.92
3/2/23	1122232	EDEN TAM	\$9.33
3/2/23	1122233	MIKHAIL ANISIMOV	\$10.11
3/2/23	1122234	BUDDY BREAU	\$20.18
3/2/23	1122235	ALYSSA NEELY	\$47.62
3/2/23	1122236	SEATTLE YOUTH HOME SERVICES LLC	\$568.36
3/2/23	1122237	TULALIP TRIBES LEASING	\$153.40
3/2/23	1122238	GERALD OVERBECK	\$448.73
3/2/23	1122239	LINDA HARKE	\$150.00
3/2/23	1122240	JOSEPH COLTON	\$7.48
3/2/23	1122241	IVY MITCHELL	\$100.00
3/2/23	1122242	LOIS HEARON	\$680.23
3/2/23	1122243	CARISSA CHOONG	\$131.01
3/2/23	1122244	STEVEN CHO	\$32.81
3/2/23	1122245	MUHAMMAD BALOUCH	\$94.86
3/2/23	1122246	TULALIP TRIBES OF WASHINGTON	\$53.36
3/2/23	1122247	FLOYD CASH	\$281.64
3/2/23	1122248	CALIZA INC	\$33.97
3/2/23	1122249	BUSTARD CUSTOM CONSTRUCTION INC	\$62.45
3/2/23	1122250	CORNERSTONE HOMES	\$45.64
3/2/23	1122251	TAYLOR MORRISON NORTHWEST LLC	\$37.03
3/2/23	1122252	CARMELO ALARCON CORDOBA	\$94.26
3/2/23	1122253	VALLEY ELECTRIC CO	\$6.69

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
3/2/23	1122254	PACIFIC RIDGE - DRH, LLC	\$14.29
3/2/23	1122255	BILL BOURLAND	\$43.32
3/2/23	1122256	SASHA THIBODEAUX	\$147.45
3/2/23	1122257	VANESSA TUY	\$30.01
3/2/23	1122258	ALEXIA PIMENTEL	\$67.27
3/3/23	1122259	SHARON JONES	\$297.11
3/3/23	1122260	VLADIMIR OLIFERCHIK	\$585.13
3/3/23	1122261	JIN YAN	\$36.52
3/3/23	1122262	JOAN KIRK	\$32.96
3/3/23	1122263	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$5.12
3/3/23	1122264	BEVERLY KIGIE	\$115.01
3/3/23	1122265	DIMENSION TOWNHOUSES LLC	\$54.21
3/3/23	1122266	LOW INCOME HOUSING INSTITUTE	\$31.74
3/3/23	1122267	PARK 212 APARTMENTS, LLC	\$59.67
3/3/23	1122268	MARY GROTJOHN	\$639.88
3/3/23	1122269	THOMAS WOODWARD	\$73.22
3/3/23	1122270	IH3 PROPERTY WASHINGTON, L.P.	\$21.83
3/3/23	1122271	KRISTAL JOINER	\$169.00
3/3/23	1122272	SHANNON GORDON	\$99.82
3/3/23	1122273	MERCY PROPERTIES WASHINGTON III LLC	\$203.04
3/3/23	1122274	ASHLEY KENDRICK	\$164.92
3/3/23	1122275	MARITSA MORENO	\$232.00
3/3/23	1122276	BEXAEW BOTHELL RIDGE LP	\$177.22
3/3/23	1122277	OLEKSANDR KONONOV	\$60.52
3/3/23	1122278	ANATOLIY HORDIYCHUK	\$153.97
3/3/23	1122279	PACIFIC RIDGE - DRH, LLC	\$17.25
3/3/23	1122280	PACIFIC RIDGE - DRH, LLC	\$8.59
3/3/23	1122281	SHANNON DALE	\$159.44
3/3/23	1122282	ELIZABETH COX	\$51.24
3/3/23	1122283	ALEJANDRA GARIBAY	\$237.26
3/3/23	1122284	JUAN MUNOZ VARGAS	\$407.39
3/3/23	1122285	HAMADAH OMER	\$185.91

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
3/3/23	1122286	JOSEPH BLANDINO	\$316.37
3/6/23	1122287	ROSEN AIRPORT COMMERCE CENTER ASSOC LLC	\$37.75
3/6/23	1122288	DAVID HUANG	\$5.00
3/6/23	1122289	WILLIAM BORING	\$235.19
3/6/23	1122290	CALIZA INC	\$123.27
3/6/23	1122291	SUNI CHON	\$20.21
3/6/23	1122292	LEROY WOOSTER	\$485.88
3/6/23	1122293	LUKE VANDEKAMP	\$77.85
3/6/23	1122294	WATERFRONT PLACE LP	\$184.01
3/6/23	1122295	LAKESIDE APARTMENT ASSOCIATES LLC	\$99.06
3/6/23	1122296	DOUGLAS DAVIS	\$355.56
3/6/23	1122297	MICHAEL WELLS	\$46.16
3/6/23	1122298	LAUREN BELEW	\$228.58
3/6/23	1122299	PSCC HOMES LLC	\$59.15
3/6/23	1122300	COLBY CREEK LIMITED PARTNERSHIP	\$10.54
3/6/23	1122301	FAIRFIELD BALLINGER LP	\$12.82
3/6/23	1122302	COLBY CREEK LIMITED PARTNERSHIP	\$345.81
3/6/23	1122303	PULTE HOMES OF WASHINGTON, INC.	\$256.16
3/7/23	1122304	SPEEDWAY II LLC	\$73.33
3/7/23	1122305	SNO-ISLE REGIONAL LIBRARY SYSTEM	\$139.98
3/7/23	1122306	LENNAR NORTHWEST INC	\$573.04
3/7/23	1122307	LENNAR NORTHWEST INC	\$138.72
3/7/23	1122308	SHANICE KELLY	\$128.89
3/7/23	1122309	SHERRIE MILLER	\$59.12
3/7/23	1122310	SMOKEY POINT APARTMENTS IV LLC	\$98.58
3/7/23	1122311	PAULINE KOU	\$22.63
3/7/23	1122312	IH4 PROPERTY WASHINGTON, L.P.	\$53.01
3/7/23	1122313	PROJECT S24 LLC	\$381.41
3/7/23	1122314	TATIANA FRANCO DIAZ	\$156.78
3/7/23	1122315	LYNNETTE KORFANTA	\$100.00
3/7/23	1122316	EDGEWOOD NORTH, LLC	\$15.01
3/7/23	1122317	TAYLOR DOWDLE	\$57.24

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
3/7/23	1122318	AHERN RENTALS INC	\$573.90
3/7/23	1122319	HAILY KING	\$148.23
3/7/23	1122320	BEXAEW BOTHELL RIDGE LP	\$104.25
3/7/23	1122321	SPENCER HELSABECK	\$24.48
3/8/23	1122322	JUNG LEE	\$18.54
3/8/23	1122323	CPI-GREP AA I LYNNWOOD LP	\$45.56
3/8/23	1122324	DIETER STEINBORN	\$27.04
3/8/23	1122325	CARPENTER RIDGE HOMEOWNERS ASSOCIATION	\$22.70
3/8/23	1122326	GRZEGORZ ANDRZEJOWIEC	\$14.90
3/8/23	1122327	LISA ROS	\$38.77
3/8/23	1122328	20225 BOTHELL, LLC	\$72.86
3/8/23	1122329	MYA REID	\$42.41
3/8/23	1122330	VOID	\$0.00
3/8/23	1122331	HEAL BEHAVIORAL CONSULTING LLC	\$112.48
3/9/23	1122332	POPLAR LANE APTS	\$79.52
3/9/23	1122333	EVERETT HOUSING AUTHORITY	\$22.00
3/9/23	1122334	SHANE SARONA	\$40.33
3/9/23	1122335	ROBERT BARTMAN	\$79.85
3/9/23	1122336	MARK AINSWORTH	\$1,506.18
3/9/23	1122337	GREGORY WIESSLER	\$14.58
3/9/23	1122338	KALI PRASAD	\$2,027.36
3/9/23	1122339	LAURA KAPLAN	\$12.92
3/9/23	1122340	DISTRICT, LLC	\$36.67
3/9/23	1122341	ETHAN WOOCOTT	\$112.94
3/9/23	1122342	JAEILTHE GUILLETTE	\$887.59
3/9/23	1122343	ANKITA JAIN	\$122.76
3/9/23	1122344	JOHN MORIN	\$452.84
3/9/23	1122345	GRBV LLC	\$14.47
3/9/23	1122346	JOYCE MURIEL VIEIRA	\$11.90
3/9/23	1122347	KEITH RAMELOW	\$602.06
3/10/23	1122348	SEATTLE METROPOLITAN CREDIT UNION	\$31.17
3/10/23	1122349	SCOTT KRENZ	\$30.63

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
3/10/23	1122350	ALEXANDER BOZE	\$177.29
3/10/23	1122351	SIERRA CONSTRUCTION CO., INC.	\$386.37
3/10/23	1122352	XAVIER BURKS	\$151.41
3/10/23	1122353	ESTHER SUSAN	\$194.96
3/10/23	1122354	SONIA RESENDE	\$69.46
3/10/23	1122355	LAURA WAGNER	\$101.78
3/10/23	1122356	MICHAEL IVY	\$60.73
3/10/23	1122357	AYUB TAHIR	\$50.92
3/10/23	1122358	LARRY FULLER	\$38.56
3/10/23	1122359	JORDAN SMITH	\$363.27
3/10/23	1122360	MARK DEBENPORT	\$179.47
3/10/23	1122361	KIMBERLY STRUBLE	\$30.29
3/10/23	1122362	DAVID GONSALEZ	\$41.13
3/10/23	1122363	SNO-ISLE REGIONAL LIBRARY SYSTEM	\$128.20
3/10/23	1122364	MARTHA PARTRIDGE	\$113.30
3/10/23	1122365	WEIWEN TAN	\$434.14
3/10/23	1122366	MARK LUCAS	\$82.07

Total: \$30,382.22

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
2/27/23	000524362088	LARRY MILLER	\$44.11
2/27/23	000524362089	JULIANA BARAJAS	\$71.35
2/27/23	000524362090	DENISE THOMAS	\$8.48
2/27/23	000524362091	JAMES DICKINSON	\$95.03
2/27/23	000524362092	DEAN CHINNERY	\$154.21
2/27/23	000524362093	VALERY IVANOV	\$31.83
2/28/23	000524370214	FELIPE SANTOS	\$52.56
2/28/23	000524370215	FELIPE SANTOS	\$28.24
2/28/23	000524370216	CHRISTINE MAGUIRE	\$143.80
2/28/23	000524370217	HANNAH STEFFENS	\$64.23
2/28/23	000524370218	YAZDANPANAHI AFSHIN	\$98.59
2/28/23	000524370219	SUSAN ERICKSON	\$219.46
2/28/23	000524370220	ALDERWOOD WATER DISTRICT	\$3,818.98
2/28/23	000524370221	TETYANA HOYKO	\$32.40
2/28/23	000524370222	MAHMOUD AHMED	\$201.82
2/28/23	000524370223	DIANA MARIE GUTIERREZ	\$276.70
2/28/23	000524370224	KATHY MUELLER	\$196.00
2/28/23	000524370225	QUENTIN CANNON	\$227.47
2/28/23	000524370226	CHERYL ANDERSON	\$378.62
3/1/23	000524381012	DEREK KUHN	\$746.06
3/1/23	000524381013	JOHN THOMAS	\$9.20
3/1/23	000524381014	KENDALL MORGAN	\$129.16
3/1/23	000524381015	DEREK KUHN	\$5.00
3/1/23	000524381016	DIANA MARIE GUTIERREZ	\$218.90
3/1/23	000524381017	DANIEL LEWIS	\$250.45
3/1/23	000524381018	CAYLI DOPH	\$585.33
3/2/23	000524394403	JOVANNI BRIDGES	\$351.56
3/2/23	000524394404	ROBERT BENNETT	\$19.28
3/2/23	000524394405	NATALIE CUMIFORD	\$189.97
3/2/23	000524394406	RONALD GUDERIAN	\$349.82
3/2/23	000524394407	TONY LE	\$660.61
3/7/23	000524430270	DEBORAH WUKICH	\$23.20

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
3/7/23	000524430271	BRIAN MERKLIN	\$13.67
3/7/23	000524430272	CAITLIN SUNTHEIMER	\$113.07
3/7/23	000524430273	CHANGMIN AN	\$142.58
3/7/23	000524430274	CAITLIN SUNTHEIMER	\$14.71
3/7/23	000524430275	JIWOO LEE	\$120.31
3/7/23	000524430276	JEREMIAH RICHARDS	\$135.87
3/7/23	000524430277	CHRIS FERENCE	\$211.67
3/7/23	000524430278	MICHELLE SEATON	\$144.48
3/7/23	000524430279	DORIENE TURNER	\$114.05
3/7/23	000524430280	CHAISSON & CHAISSON DDS PLLC	\$382.93
3/7/23	000524430281	LEIONAONA MARSHALL	\$148.37
3/7/23	000524430282	DAN LEONTESCU	\$92.66
3/7/23	000524430283	NAHIMA LARRETA	\$150.00
3/7/23	000524430284	AMY BREED	\$17.46
3/7/23	000524430285	KENNETH BERNHARD	\$436.00
3/7/23	000524430286	RAMIRO RIOS	\$81.04
3/7/23	000524430287	JESUS ANEZ	\$204.82
3/7/23	000524430288	VIKTOR MYRONETS	\$228.00
3/7/23	000524430289	AMIRA DUGAN	\$100.00
3/8/23	000524439422	JOY MILLER	\$102.00
3/8/23	000524439423	MELISSA MCCLINTOCK	\$127.92
3/8/23	000524439424	FRED CHRISCADEN	\$292.69
3/8/23	000524439425	LANDON TODD	\$112.30
3/8/23	000524439426	AMIR PAZOUKI	\$16.31
3/8/23	000524439427	SONIA LIVESAY	\$343.53
3/8/23	000524439428	KEVIN BURETTA	\$121.27
3/8/23	000524439429	PARKER GUINN	\$128.59
3/8/23	000524439430	LANDON TODD	\$112.30
3/8/23	000524439431	MADISON BROOKS	\$160.00
3/8/23	000524439432	JAMES POLMANTEER	\$19.65
3/8/23	000524439433	MAHSHID SARRAMI	\$42.30
3/8/23	000524439434	CARRIE SHOOK	\$10.36

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
3/8/23	000524439435	WILLOON CHENG	\$65.25
3/8/23	000524439436	KAITLYN ONEEL	\$42.68
3/8/23	000524439437	JAMES CARLSON	\$466.90
3/8/23	000524439438	WENDY ROOPE	\$140.70
3/8/23	000524439439	ABIGAIL KASCH	\$260.62
3/8/23	000524439440	BERT HOCKING III	\$33.76
3/8/23	000524439441	KRISTINA BARNEY	\$300.00
3/9/23	000524447515	HEATHER JENSEN	\$887.23
3/9/23	000524447516	MATT BURTIS	\$16.25
3/9/23	000524447517	MELISSA CALDERON	\$230.38
3/10/23	000524457987	COLLEEN OLDS	\$27.61
3/10/23	000524457988	GERALD TATE	\$111.09
3/10/23	000524457989	DA RAE KIM	\$34.58
3/10/23	000524457990	LYNNE BRADLEY	\$50.17
3/10/23	000524457991	ALEX LITOVTCHENKO	\$53.22
3/10/23	000524457992	ELIZABETH SCHMEICHEL	\$496.90
3/10/23	000524457993	GREGORY JENKINS	\$2,140.83
3/10/23	000524457994	SYLVESTRA JOHNSON	\$700.00

Total: \$20,181.50

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	8072565	CARRIE RODLAND OR SABRINA CHAMBLISS	\$292.26
2/28/23	8072566	ANIXTER INC	\$3,545.37
2/28/23	8072567	BENTLEY SYSTEMS INC	\$54,816.65
2/28/23	8072568	CDW LLC	\$10,746.29
2/28/23	8072569	CINTAS CORP NO 3	\$54.40
2/28/23	8072570	CLEAN HARBORS ENVIRONMENTAL	\$161,292.17
2/28/23	8072571	CNA SURETY COMPANY	\$50.00
2/28/23	8072572	COMCAST HOLDING CORPORATION	\$1,141.36
2/28/23	8072573	EQUIFAX INFORMATION SERVICES LLC	\$7,135.09
2/28/23	8072574	CITY OF EVERETT	\$286,405.69
2/28/23	8072575	GLOBAL RENTAL COMPANY INC	\$23,354.34
2/28/23	8072576	CORE & MAIN LP	\$409.56
2/28/23	8072577	KENT D BRUCE	\$13,286.84
2/28/23	8072578	LEXISNEXIS RISK DATA MANAGEMENT INC	\$219.80
2/28/23	8072579	CITY OF MARYSVILLE	\$391.16
2/28/23	8072580	MICROSOFT CORP	\$113,566.00
2/28/23	8072581	MILLER PAINT COMPANY INC	\$1,313.20
2/28/23	8072582	CITY OF MONROE	\$1,177.60
2/28/23	8072583	GENUINE PARTS COMPANY	\$2,365.82
2/28/23	8072584	VERIZON CONNECT NWF INC	\$283.80
2/28/23	8072585	NORTHWEST SALES GROUP INC	\$290.14
2/28/23	8072586	PUGET SOUND ENERGY INC	\$6,759.06
2/28/23	8072587	CITY OF ARLINGTON	\$96.35
2/28/23	8072588	QUALITY FENCE BUILDERS INC	\$655.50
2/28/23	8072589	ROBERT HALF INTERNATIONAL INC	\$6,707.67
2/28/23	8072590	SIX ROBBLEES INC	\$3,794.29
2/28/23	8072591	SNOHOMISH COUNTY	\$3,832.47
2/28/23	8072592	SOUND PUBLISHING INC	\$6,580.22
2/28/23	8072593	TALLEY INC	\$3,006.99
2/28/23	8072594	STATE OF WASHINGTON	\$6,256.58
2/28/23	8072595	WESCO GROUP INC	\$3,228.75
2/28/23	8072596	VALMONT COMPOSITE STRUCTURES INC	\$18,546.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	8072597	AAA OF EVERETT FIRE	\$136.28
2/28/23	8072598	BICKFORD MOTORS INC	\$6,346.21
2/28/23	8072599	EPFD EVERETT EVENTS CENTER	\$13,000.00
2/28/23	8072600	EDS MCDUGALL LLC	\$725.00
2/28/23	8072601	GARY D KREIN	\$769.30
2/28/23	8072602	LAKE STEVENS SEWER DIST	\$99.00
2/28/23	8072603	MERIDIAN ENVIRONMENTAL INC	\$6,827.00
2/28/23	8072604	NORTHWEST TOWER ENGINEERING PLLC	\$5,720.00
2/28/23	8072605	PACIFIC PUBLISHING CO INC	\$730.80
2/28/23	8072606	PROLAND SERVICES INC	\$1,190.00
2/28/23	8072607	REX ELECTRIC SERVICE INC	\$3,962.31
2/28/23	8072608	ROOSEVELT WATER ASSN INC	\$110.75
2/28/23	8072609	RUBATINO REFUSE REMOVAL INC	\$6,938.45
2/28/23	8072610	SEVEN LAKES WATER ASSOC INC	\$63.00
2/28/23	8072611	SNOHOMISH COUNTY	\$1,275.00
2/28/23	8072612	PUBLIC UTILITY DIST NO 1 OF	\$4,038.57
2/28/23	8072613	TECHNICAL SALES & FIELD SERVICES NW	\$2,513.97
2/28/23	8072614	SIRIUS COMPUTER SOLUTIONS INC	\$10,008.00
2/28/23	8072615	MBI SYSTEMS INC	\$6,636.01
2/28/23	8072616	CROWN CASTLE INTERNATIONAL CORP	\$6,846.32
2/28/23	8072617	S & P GLOBAL INC	\$24,437.05
2/28/23	8072618	AMERICAN REGISTRY FOR INTERNET NO	\$500.00
2/28/23	8072619	NORTH SOUND AUTO GROUP LLC	\$382.45
2/28/23	8072620	TRIMBLE INC	\$12,867.05
2/28/23	8072621	S-R BROADCASTING INC	\$550.00
2/28/23	8072622	PNG MEDIA LLC	\$1,992.42
2/28/23	8072623	JTI COMMERCIAL SERVICES LLC	\$62,139.36
2/28/23	8072624	OCCUPATIONAL HEALTH CENTERS OF WA P	\$204.00
2/28/23	8072625	SNOHOMISH COUNTY 911	\$18,969.53
2/28/23	8072626	PARK PLACE TECHNOLOGIES LLC	\$9,615.03
2/28/23	8072627	CRAWFORD & COMPANY	\$349.60
2/28/23	8072628	NORTHWEST FIBER LLC	\$3,981.62

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	8072629	BRAVO CONSULTING GROUP LLC	\$25,733.33
2/28/23	8072630	PERFORMANCE VALIDATON INC	\$354.50
2/28/23	8072631	SUPERIOR SEPTIC SERVICE LLC	\$469.37
2/28/23	8072632	POWDER COATING INC	\$816.76
2/28/23	8072633	KENDALL DEALERSHIP HOLDINGS LLC	\$2,062.72
2/28/23	8072634	BAXTER AUTO PARTS INC	\$3,022.25
2/28/23	8072635	CONCENTRIC LLC	\$283.76
2/28/23	8072636	SSP INNOVATIONS LLC	\$75,000.00
2/28/23	8072637	ROYAL TRUCK & EQUIPMENT INC	\$149,600.00
2/28/23	8072638	WESTERN TELEMATIC INC	\$2,351.68
2/28/23	8072639	SIGNUPGENIUS INC	\$1,299.00
2/28/23	8072640	AINSWORTH INC	\$4,608.93
2/28/23	8072641	MOTION INDUSTRIES INC	\$5,413.94
2/28/23	8072642	ENERGY SECTOR SECURITY CONSORTIUM	\$3,200.00
2/28/23	8072643	HOMETOWN EMBROIDERY & SCREEN	\$1,135.00
2/28/23	8072644	THE BARTELL DRUG COMPANY	\$38.64
2/28/23	8072645	EVERGREEN STATE SHEET METAL INC	\$2,650.00
2/28/23	8072646	FLUKE CORPORATION	\$51,053.94
2/28/23	8072647	GLASS BY LUND INC	\$3,500.00
2/28/23	8072648	CITY OF MARYSVILLE	\$250.00
2/28/23	8072649	FLOWER WORLD INC	\$1,675.50
2/28/23	8072650	PACIFIC RIDGE - DRH, LLC	\$6,574.98
2/28/23	8072651	HOYER HOMES LLC	\$9,132.34
2/28/23	8072652	NEW CINGULAR WIRELESS PCS LLC	\$8,982.11
2/28/23	8072653	MARKET STREET DEVELOPMENT LLC	\$1,325.89
2/28/23	8072654	SNOHOMISH COUNTY FIRE DITRICT 17	\$9,667.07
3/2/23	8072655	CLEAN HARBORS ENVIRONMENTAL	\$195,150.33
3/2/23	8072656	FEDERAL EXPRESS CORP	\$177.00
3/2/23	8072657	CITY OF MARYSVILLE	\$112.72
3/2/23	8072658	GENUINE PARTS COMPANY	\$1,403.03
3/2/23	8072659	PACIFIC TOPSOILS INC	\$136.47
3/2/23	8072660	CITY OF ARLINGTON	\$190.92

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
3/2/23	8072661	SOUND PUBLISHING INC	\$317.62
3/2/23	8072662	AABCO BARRICADE CO INC	\$1,519.76
3/2/23	8072663	ALDERWOOD WATER & WASTEWATER DISTRI	\$78.77
3/2/23	8072664	BICKFORD MOTORS INC	\$2,016.78
3/2/23	8072665	JEFFREY HATHAWAY	\$40.61
3/2/23	8072666	PUBLIC UTILITY DIST NO 1 OF	\$218.36
3/2/23	8072667	US BANK NA	\$20,108.97
3/2/23	8072668	KENDALL DEALERSHIP HOLDINGS LLC	\$184.82
3/2/23	8072669	NMC METALS INC	\$27,890.13
3/2/23	8072670	BEACON SALES ACQUISITION INC	\$6,968.79
3/2/23	8072671	RADIATE HOLDINGS LP	\$186.44
3/7/23	8072672	THOMAS L BONFIGLIO INC	\$1,560.00
3/7/23	8072673	CCH INCORPORATED	\$1,371.55
3/7/23	8072674	CDW LLC	\$37,478.13
3/7/23	8072675	COMCAST HOLDING CORPORATION	\$158.67
3/7/23	8072676	HAT ISLAND COMMUNITY ASSN	\$268.15
3/7/23	8072677	CORE & MAIN LP	\$1,340.62
3/7/23	8072678	GENUINE PARTS COMPANY	\$2,526.55
3/7/23	8072679	PUGET SOUND ENERGY INC	\$810.39
3/7/23	8072680	REGIONAL DISPOSAL COMPANY	\$13,201.96
3/7/23	8072681	RIVERSIDE TOPSOIL INC	\$271.83
3/7/23	8072682	ROBERT HALF INTERNATIONAL INC	\$6,656.73
3/7/23	8072683	SNOHOMISH COUNTY	\$476.00
3/7/23	8072684	SNOHOMISH COUNTY SOCIETY OF	\$6,246.91
3/7/23	8072685	US BANK NA	\$19.98
3/7/23	8072686	STATE OF WASHINGTON	\$3,458.13
3/7/23	8072687	STATE OF WASHINGTON	\$500.00
3/7/23	8072688	WESCO GROUP INC	\$491.42
3/7/23	8072689	AABCO BARRICADE CO INC	\$507.65
3/7/23	8072690	BICKFORD MOTORS INC	\$146.12
3/7/23	8072691	CITY OF BRIER	\$100.00
3/7/23	8072692	D & G BACKHOE INC	\$616,507.27

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
3/7/23	8072693	DIRECTV LLC	\$178.24
3/7/23	8072694	EDMONDS SCHOOL DISTRICT NO 15	\$1,000.00
3/7/23	8072695	THE HO SEIFFERT COMPANY	\$3,530.00
3/7/23	8072696	RYAN SCOTT FELTON	\$1,471.57
3/7/23	8072697	JIT MANUFACTURING INC	\$871.23
3/7/23	8072698	ROGER E KNOWLTON	\$32,000.00
3/7/23	8072699	GARY D KREIN	\$1,923.25
3/7/23	8072700	LAKE STEVENS SEWER DIST	\$58,650.79
3/7/23	8072701	N SOFTWARE INC	\$6,480.00
3/7/23	8072702	REFUGEE & IMMIGRANT FORUM	\$200.00
3/7/23	8072703	SKOTDAL MUTUAL LLC	\$220.00
3/7/23	8072704	PUBLIC UTILITY DIST NO 1 OF	\$4,299.46
3/7/23	8072705	SPRINGBROOK NURSERY AND TRUCKING IN	\$103.85
3/7/23	8072706	T-MOBILE USA INC	\$1,363.63
3/7/23	8072707	WELLSPRING FAMILY SERVICES	\$2,950.12
3/7/23	8072708	WASHINGTON CRANE & HOIST CO INC	\$8,833.46
3/7/23	8072709	NORTH SOUND AUTO GROUP LLC	\$416.04
3/7/23	8072710	GOLD BAR TRACTS ROAD MAINTENANCE	\$450.00
3/7/23	8072711	OSW EQUIPMENT & REPAIR LLC	\$10,177.36
3/7/23	8072712	PETERSEN BROTHERS INC	\$2,871.40
3/7/23	8072713	PACIFIC ENERGY CONCEPTS LLC	\$546.72
3/7/23	8072714	WARD INDUSTRIAL PROCESS AUTOMATION	\$1,300.00
3/7/23	8072715	NORTHWEST FIBER LLC	\$8,131.53
3/7/23	8072716	SUPERIOR SEPTIC SERVICE LLC	\$469.37
3/7/23	8072717	BURTON CONSTRUCTION INC	\$29,997.34
3/7/23	8072718	UNIVERSAL PROTECTION SERVICE LP	\$131,522.21
3/7/23	8072719	ACCESS INFO INTERMEDIATE HLDNG I LL	\$5,416.83
3/7/23	8072720	THE PAPE GROUP	\$117.48
3/7/23	8072721	ELEMENT FLEET MANAGEMENT CORP	\$6,835.01
3/7/23	8072722	BRANDON LIUKKO	\$40.00
3/7/23	8072723	SNOHOMISH COUNTY	\$9.12
3/7/23	8072724	CR PARK 120 COMMUNITIES LLC	\$3,745.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
3/7/23	8072725	LINKEDIN CORP	\$9,350.00
3/7/23	8072726	GLASS FIX LLC	\$650.95
3/7/23	8072727	ACI LEARNING HOLDINGS LLC	\$1,540.00
3/7/23	8072728	BUTLER TRAILER	\$1,101.88
3/7/23	8072729	JASON TONER	\$360.00
3/7/23	8072730	KARL S GILJE JR	\$360.00
3/7/23	8072731	GLASS BY LUND INC	\$1,800.00
3/7/23	8072732	MARY WICKLUND	\$13.60
3/9/23	8072733	SOPER HILL LLLP	\$69,351.84
3/9/23	8072734	AT&T CORP	\$16,181.39
3/9/23	8072735	CAMANO WATER ASSN	\$94.00
3/9/23	8072736	CITY OF EVERETT	\$91.96
3/9/23	8072737	GLOBAL RENTAL COMPANY INC	\$7,912.80
3/9/23	8072738	CITY OF LYNNWOOD	\$326.58
3/9/23	8072739	CITY OF MARYSVILLE	\$1,970.71
3/9/23	8072740	GENUINE PARTS COMPANY	\$728.93
3/9/23	8072741	PACIFIC TOPSOILS INC	\$142.20
3/9/23	8072742	PREMERA BLUE CROSS	\$2,000.00
3/9/23	8072743	RIVERSIDE TOPSOIL INC	\$100.00
3/9/23	8072744	ROBERT HALF INTERNATIONAL INC	\$7,265.42
3/9/23	8072745	SILVER LAKE WATER & SEWER DISTRICT	\$93.00
3/9/23	8072746	SOUND SECURITY INC	\$568.84
3/9/23	8072747	SEPTIC SERVICES INC	\$1,596.92
3/9/23	8072748	VALLEY ELECTRIC CO OF MT VERNON INC	\$26,944.18
3/9/23	8072749	AABCO BARRICADE CO INC	\$71.89
3/9/23	8072750	ALDERWOOD WATER & WASTEWATER DISTRI	\$310.06
3/9/23	8072751	DEPARTMENT OF HEALTH	\$26,207.70
3/9/23	8072752	PACO VENTURES LLC	\$11,005.39
3/9/23	8072753	TECHPOWER SOLUTIONS INC	\$1,703.45
3/9/23	8072754	TOTAL LANDSCAPE CORP	\$5,290.76
3/9/23	8072755	LAMAR TEXAS LTD PARTNERSHIP	\$13,149.36
3/9/23	8072756	THE PAPE GROUP INC	\$280.94

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
3/9/23	8072757	REXEL USA INC	\$431.80
3/9/23	8072758	GEO TEST SERVICES INC	\$2,327.20
3/9/23	8072759	ARAMARK UNIFORM & CAREER APPAREL GR	\$4,567.51
3/9/23	8072760	SNOHOMISH COUNTY 911	\$654.86
3/9/23	8072761	RICHARD E SYLWESTER	\$11,800.00
3/9/23	8072762	NORTHWEST FIBER LLC	\$27,247.97
3/9/23	8072763	SALESFORCECOM INC	\$11,852.72
3/9/23	8072764	METER READING HOLDING I CORP	\$14,300.00
3/9/23	8072765	BURTON CONSTRUCTION INC	\$1,858.93
3/9/23	8072766	ACCESS INFO INTERMEDIATE HLDNG I LL	\$1,097.21
3/9/23	8072767	THE PAPE GROUP	\$2,177.29
3/9/23	8072768	RADAR ENGINEERS INC	\$2,824.50
3/9/23	8072769	CIRCUIT BREAKER SALES LLC	\$5,379.90
3/9/23	8072770	RADIATE HOLDINGS LP	\$170.00
3/9/23	8072771	INNOVATIVE COMFORT SYSTEMS INC	\$2,650.00

Total: \$2,900,552.44

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/27/23	6036074	ALASKAN COPPER & BRASS CO	\$11,774.25
2/27/23	6036075	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$1,058.34
2/27/23	6036076	JACO ANALYTICAL LAB INC	\$874.80
2/27/23	6036077	MOBILE MINI INC	\$257.66
2/27/23	6036078	NORTH COAST ELECTRIC COMPANY	\$1,702.58
2/27/23	6036079	PETROCARD INC	\$46,908.71
2/27/23	6036080	ROMAINE ELECTRIC CORP	\$2,018.49
2/27/23	6036081	RWC INTERNATIONAL LTD	\$842.16
2/27/23	6036082	BACKGROUND INFORMATION SERVICES INC	\$1,593.60
2/27/23	6036083	BRAKE & CLUTCH SUPPLY INC	\$212.69
2/27/23	6036084	LELAND R DART	\$900.00
2/27/23	6036085	LENZ ENTERPRISES INC	\$396.92
2/27/23	6036086	NORTHWEST CASCADE INC	\$35.40
2/27/23	6036087	BEN-KO-MATIC CO	\$676.08
2/27/23	6036088	WESTERN SAFETY PRODUCTS INC	\$230.79
2/27/23	6036089	ALTEC INDUSTRIES INC	\$2,641.20
2/27/23	6036090	ANIXTER INC	\$41,947.24
2/27/23	6036091	THE GOODYEAR TIRE & RUBBER CO	\$8,456.28
2/27/23	6036092	REXEL USA INC	\$13,939.38
2/27/23	6036093	QCERA INC	\$2,053.50
2/27/23	6036094	ADP INC	\$15,139.91
2/27/23	6036095	CDATA SOFTWARE INC	\$10,245.10
2/27/23	6036096	MARIAN DACCA PUBLIC AFFAIRS LLC	\$6,800.00
2/27/23	6036097	GOLDFINCH BROTHERS INC	\$10,620.55
2/27/23	6036098	KEVIN LAVERING	\$2,408.91
2/27/23	6036099	JOHN MANTOW	\$317.05
2/27/23	6036100	NICHOLAS NICHOLSON	\$159.97
2/27/23	6036101	BILLY CHEN	\$320.00
2/28/23	6036102	AUTOMATED ENERGY INC	\$600.00
2/28/23	6036103	CENTRAL WELDING SUPPLY CO INC	\$26.65
2/28/23	6036104	CHEMSTATION SEATTLE LLC	\$925.03
2/28/23	6036105	FIRSTLINE BUSINESS SYSTEMS INC	\$4,904.84

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	6036106	HARGIS ENGINEERS INC	\$11,550.00
2/28/23	6036107	HOWARD INDUSTRIES INC	\$21,199.71
2/28/23	6036108	KUBRA DATA TRANSFER LTD	\$38,911.71
2/28/23	6036109	MOSS ADAMS LLP	\$1,700.00
2/28/23	6036110	MOTOR TRUCKS INTL & IDEALEASE INC	\$335.01
2/28/23	6036111	NORTHSTAR CHEMICAL INC	\$500.00
2/28/23	6036112	NORTHWEST POWER POOL CORP	\$4,517.93
2/28/23	6036113	ON HOLD CONCEPTS INC	\$559.70
2/28/23	6036114	OSMOSE UTILITIES SERVICES INC	\$86.89
2/28/23	6036115	PALISADE CORPORATION	\$17,111.43
2/28/23	6036116	ROMAINE ELECTRIC CORP	\$2,884.58
2/28/23	6036117	RWC INTERNATIONAL LTD	\$2,501.89
2/28/23	6036118	STELLAR INDUSTRIAL SUPPLY INC	\$3,220.00
2/28/23	6036119	PRATT DAY & STRATTON PLLC	\$3,445.41
2/28/23	6036120	TK ELEVATOR CORPORATION	\$752.63
2/28/23	6036121	TOPSOILS NORTHWEST INC	\$3,622.64
2/28/23	6036122	UNITED PARCEL SERVICE	\$340.32
2/28/23	6036123	GORDON TRUCK CENTERS INC	\$103.72
2/28/23	6036124	WASTE MANAGEMENT OF WASHINGTON INC	\$5,826.65
2/28/23	6036125	WESSPUR TREE AND EQUIPMENT INC	\$406.30
2/28/23	6036126	BRAKE & CLUTCH SUPPLY INC	\$1,844.32
2/28/23	6036127	CELLCO PARTNERSHIP	\$8,711.75
2/28/23	6036128	THE COMPLETE LINE LLC	\$120.89
2/28/23	6036129	CONFLUENCE ENGINEERING GROUP LLC	\$17,274.63
2/28/23	6036130	CUZ CONCRETE PRODUCTS INC	\$1,219.89
2/28/23	6036131	GENERAL PACIFIC INC	\$163,310.16
2/28/23	6036132	HOGLUNDS TOP SHOP INC	\$4,177.83
2/28/23	6036133	LONGS LANDSCAPE LLC	\$12,818.86
2/28/23	6036134	ELECTRICAL TRAINING ALLIANCE	\$675.05
2/28/23	6036135	PACIFIC MOBILE STRUCTURES INC	\$4,839.15
2/28/23	6036136	DAVID JAMES PERKINS	\$2,600.00
2/28/23	6036137	PORTAGE BAY SOLUTIONS INC	\$1,147.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	6036138	SOUND SAFETY PRODUCTS CO INC	\$13,911.18
2/28/23	6036139	WALTER E NELSON CO OF WESTERN WA	\$232.77
2/28/23	6036140	WETHERHOLT & ASSOCIATES INC	\$4,688.75
2/28/23	6036141	ZIPPER GEO ASSOCIATES LLC	\$7,674.18
2/28/23	6036142	GRAYBAR ELECTRIC CO INC	\$198.73
2/28/23	6036143	ALTEC INDUSTRIES INC	\$1,305.94
2/28/23	6036144	ANIXTER INC	\$36,092.11
2/28/23	6036145	SEMAPHORE CORP	\$6,483.55
2/28/23	6036146	CAPITAL ARCHITECTS GROUP PC	\$9,801.00
2/28/23	6036147	GRID SOLUTIONS US LLC	\$2,800.00
2/28/23	6036148	MICHAEL NASH	\$3,995.00
2/28/23	6036149	TRAFFIC CONTROL PLAN CO OF WA LLC	\$525.00
2/28/23	6036150	THE SISNEY GROUP LLC	\$2.76
2/28/23	6036151	ATWORK COMMERCIAL ENTERPRISES LLC	\$6,755.14
2/28/23	6036152	HARNISH GROUP INC	\$179.53
2/28/23	6036153	DS SERVICES OF AMERICA INC	\$3,224.90
2/28/23	6036154	CENVEO WORLDWIDE LIMITED	\$2,531.11
2/28/23	6036155	CURTIS A SMITH	\$7,645.66
2/28/23	6036156	ARNETT INDUSTRIES LLC	\$5,473.80
2/28/23	6036157	TT FASTER LLC	\$3,367.61
2/28/23	6036158	THEODORE BLAINE LIGHT III	\$23,332.50
2/28/23	6036159	FLEET SERVICE VEHICLE REPAIR LLC	\$174.62
2/28/23	6036160	DIAMOND VOGEL INC	\$1,084.16
2/28/23	6036161	USIC HOLDINGS INC	\$50,537.68
2/28/23	6036162	MIRO CONSULTING INC	\$2,400.00
2/28/23	6036163	THE GORDIAN GROUP	\$2,993.20
2/28/23	6036164	MORGAN LEWIS & BOCKIUS LLP	\$16,204.25
2/28/23	6036165	AMERICAN CRAWLSPACE & PEST SERVICES	\$2,820.50
2/28/23	6036166	BREEZE FREE INC	\$600.00
2/28/23	6036167	CLEAN CRAWL INC	\$1,486.50
2/28/23	6036168	GOLDFINCH BROTHERS INC	\$506.22
2/28/23	6036169	VOID	\$0.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	6036170	ENERGY EXTERIORS NW LLC	\$1,100.00
2/28/23	6036171	EMERALD CITY ENERGY INC	\$1,000.00
2/28/23	6036172	CM AIR PROS LLC	\$36,350.00
2/28/23	6036173	WILLIAM MEYER	\$259.00
2/28/23	6036174	PAMELA HALDI	\$259.00
2/28/23	6036175	JEFFREY FENNEY	\$125.00
2/28/23	6036176	DAVID PAULEY	\$546.60
2/28/23	6036177	SHANE FRYE	\$438.81
2/28/23	6036178	MARC ROSSON	\$529.34
2/28/23	6036179	BARTLEY HIGGINS	\$171.00
2/28/23	6036180	BRETT SMITH	\$366.80
2/28/23	6036181	LAURA ZORICK	\$889.40
2/28/23	6036182	PAIGE OLSON	\$471.06
2/28/23	6036183	REBECCA WOLFE	\$498.73
2/28/23	6036184	ROBERT BEIDLER	\$259.00
3/1/23	6036185	ALS GROUP USA CORP	\$145.00
3/1/23	6036186	CARDINAL PAINT & POWDER INC	\$112.43
3/1/23	6036187	HOWARD INDUSTRIES INC	\$25,320.96
3/1/23	6036188	INTERGRAPH CORPORATION	\$88,517.86
3/1/23	6036189	ROMAINE ELECTRIC CORP	\$245.42
3/1/23	6036190	RWC INTERNATIONAL LTD	\$2,160.14
3/1/23	6036191	STELLA-JONES CORPORATION	\$31,550.08
3/1/23	6036192	TOPSOILS NORTHWEST INC	\$388.14
3/1/23	6036193	GEOENGINEERS INC	\$1,922.50
3/1/23	6036194	HD FOWLER COMPANY INC	\$3,955.97
3/1/23	6036195	HOGLUNDS TOP SHOP INC	\$714.35
3/1/23	6036196	LEGACY2012 LLC	\$1,488.75
3/1/23	6036197	THOMAS D MORTIMER JR	\$210.00
3/1/23	6036198	NORTHWEST HANDLING SYSTEMS INC	\$399.87
3/1/23	6036199	RICOH USA INC	\$14,318.21
3/1/23	6036200	LOUIS F MATHESON CONSTRUCTION INC	\$1,691.33
3/1/23	6036201	STOEL RIVES LLP	\$13,127.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/1/23	6036202	ALTEC INDUSTRIES INC	\$2,963.91
3/1/23	6036203	ANIXTER INC	\$32,412.29
3/1/23	6036204	SPINAL HEALTH CONSULTANTS INC	\$14,000.00
3/1/23	6036205	HARNISH GROUP INC	\$97.20
3/1/23	6036206	BANK OF AMERICA NA	\$442,881.10
3/1/23	6036207	SHERELLE GORDON	\$32,000.00
3/1/23	6036208	UTILITY TRAILER & EQUIP SALES NW LL	\$2,637.60
3/1/23	6036209	STILLWATER ENERGY LLC	\$1,820.00
3/1/23	6036210	OXBOW LLC	\$17,202.50
3/2/23	6036211	ASPLUNDH TREE EXPERT LLC	\$31,025.11
3/2/23	6036212	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$1,902.75
3/2/23	6036213	DAY MANAGEMENT CORPORATION	\$406.63
3/2/23	6036214	JACO ANALYTICAL LAB INC	\$2,827.51
3/2/23	6036215	NELSON DISTRIBUTING INC	\$640.22
3/2/23	6036216	NORTH COAST ELECTRIC COMPANY	\$4,986.64
3/2/23	6036217	SISKUN INC	\$1,649.51
3/2/23	6036218	STELLAR INDUSTRIAL SUPPLY INC	\$2,609.57
3/2/23	6036219	TK ELEVATOR CORPORATION	\$2,455.84
3/2/23	6036220	TOPSOILS NORTHWEST INC	\$646.90
3/2/23	6036221	WILLIAMS SCOTSMAN INC	\$723.28
3/2/23	6036222	OTC GLOBAL HOLDINGS LP	\$1,912.00
3/2/23	6036223	BRAKE & CLUTCH SUPPLY INC	\$1,334.49
3/2/23	6036224	OTC GLOBAL HOLDINGS LP	\$700.00
3/2/23	6036225	CUZ CONCRETE PRODUCTS INC	\$2,018.35
3/2/23	6036226	DESIGNER DECAL INC	\$2,513.96
3/2/23	6036227	EDGE ANALYTICAL INC	\$216.00
3/2/23	6036228	ENERGY NORTHWEST	\$55,659.00
3/2/23	6036229	HOGLUNDS TOP SHOP INC	\$2,263.93
3/2/23	6036230	LENZ ENTERPRISES INC	\$5.46
3/2/23	6036231	NORTHWEST CASCADE INC	\$3,262.13
3/2/23	6036232	NORTHWEST HANDLING SYSTEMS INC	\$2,665.00
3/2/23	6036233	POWER ENGINEERS INC	\$9,304.22

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/2/23	6036234	RICOH USA INC	\$2,693.21
3/2/23	6036235	TRIANGLE ASSOCIATES INC	\$10,664.18
3/2/23	6036236	GRAYBAR ELECTRIC CO INC	\$85.89
3/2/23	6036237	ALTEC INDUSTRIES INC	\$639.68
3/2/23	6036238	ANIXTER INC	\$8,064.47
3/2/23	6036239	FABER CONSTRUCTION CORP	\$724,916.37
3/2/23	6036240	THE GOODYEAR TIRE & RUBBER CO	\$4,995.88
3/2/23	6036241	LIBERTY MUTUAL GROUP INC	\$23,044.87
3/2/23	6036242	IRENE HINZE	\$159.18
3/2/23	6036243	RAMONA MARINO	\$259.00
3/2/23	6036244	TROY HAUGSTAD	\$932.14
3/2/23	6036245	RICHARD FLURY	\$263.98
3/2/23	6036246	JEFFREY FEINBERG	\$327.48
3/2/23	6036247	DYANEE BOUTON	\$434.97
3/3/23	6036248	HOWARD INDUSTRIES INC	\$1,905.67
3/3/23	6036249	NORTHWEST POWER POOL CORP	\$702.40
3/3/23	6036250	PITNEY BOWES PRESORT SERVICES LLC	\$226.31
3/3/23	6036251	ROMAINE ELECTRIC CORP	\$769.25
3/3/23	6036252	RWC INTERNATIONAL LTD	\$276.41
3/3/23	6036253	STAR RENTALS INC	\$5,359.51
3/3/23	6036254	TESSCO INCORPORATED	\$485.39
3/3/23	6036255	WEST COAST PAPER CO	\$3,056.10
3/3/23	6036256	WILLIAMS SCOTSMAN INC	\$989.80
3/3/23	6036257	CHAMPION BOLT & SUPPLY INC	\$150.50
3/3/23	6036258	KEMP WEST INC	\$48,307.50
3/3/23	6036259	NORTHWEST CASCADE INC	\$430.00
3/3/23	6036260	OPEN ACCESS TECHNOLOGY INTL INC	\$872.06
3/3/23	6036261	LOUIS F MATHESON CONSTRUCTION INC	\$3,251.83
3/3/23	6036262	SEMAPHORE CORP	\$1,834.70
3/3/23	6036263	WESTERN STATES FIRE PROTECTION CO	\$445.10
3/3/23	6036264	HM PACIFIC NORTHWEST FKA CADMAN	\$1,346.64
3/3/23	6036265	BARNHART CRANE AND RIGGING LLC	\$37,976.03

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/3/23	6036266	PACHECOS LANDSCAPING LLC	\$1,114.08
3/3/23	6036267	ALERA GROUP INC	\$15,900.00
3/3/23	6036268	MONICA GORMAN	\$86.47
3/3/23	6036269	MELODY MOORE	\$259.00
3/3/23	6036270	SHEILA CRAWFORD	\$297.34
3/3/23	6036271	KEVIN LUONG	\$259.00
3/3/23	6036272	LIBERTY MUTUAL GROUP INC	\$50,114.94
3/6/23	6036273	DAVID EVANS & ASSOCIATES INC	\$2,148.20
3/6/23	6036274	DAY MANAGEMENT CORPORATION	\$33,311.71
3/6/23	6036275	MOSS ADAMS LLP	\$35,000.00
3/6/23	6036276	MOTOR TRUCKS INTL & IDEALEASE INC	\$2,543.35
3/6/23	6036277	NORTH COAST ELECTRIC COMPANY	\$118.11
3/6/23	6036278	NW SUBSURFACE WARNING SYSTEM	\$6,846.03
3/6/23	6036279	ROMAINE ELECTRIC CORP	\$970.00
3/6/23	6036280	SNOHOMISH COUNTY	\$203.50
3/6/23	6036281	STAR RENTALS INC	\$1,747.98
3/6/23	6036282	STELLAR INDUSTRIAL SUPPLY INC	\$11,860.12
3/6/23	6036283	TOPSOILS NORTHWEST INC	\$1,035.04
3/6/23	6036284	VAN NESS FELDMAN LLP	\$1,604.50
3/6/23	6036285	WASTE MANAGEMENT OF WASHINGTON INC	\$922.39
3/6/23	6036286	WETLAND RESOURCES INC	\$5,160.00
3/6/23	6036287	WW GRAINGER INC	\$675.66
3/6/23	6036288	AARD PEST CONTROL INC	\$106.82
3/6/23	6036289	EDGE ANALYTICAL INC	\$46.50
3/6/23	6036290	KEMP WEST INC	\$7,154.30
3/6/23	6036291	LENZ ENTERPRISES INC	\$5.46
3/6/23	6036292	BRIAN DAVIS ENTERPRISES INC	\$2,170.30
3/6/23	6036293	NORTHWEST CASCADE INC	\$292.50
3/6/23	6036294	PUBLIC UTILITY DISTRICT EMPLOYEES	\$1,685.00
3/6/23	6036295	RELIANCE MANUFACTURING CORPORATION	\$518.55
3/6/23	6036296	SNOHOMISH COUNTY	\$45,814.37
3/6/23	6036297	VISION METERING LLC	\$10,000.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/6/23	6036298	OFFICE OF THE SECRETARY OF STATE	\$2,368.50
3/6/23	6036299	ANIXTER INC	\$51,191.42
3/6/23	6036300	Z2SOLUTIONS LLC	\$68,887.50
3/6/23	6036301	TRAFFIC CONTROL PLAN CO OF WA LLC	\$525.00
3/6/23	6036302	JR MERIT INC	\$63,925.16
3/6/23	6036303	ALERA GROUP INC	\$6,943.75
3/6/23	6036304	GRIDBRIGHT INC	\$21,628.50
3/6/23	6036305	BREEZE FREE INC	\$350.00
3/6/23	6036306	CLEAN CRAWL INC	\$1,355.00
3/6/23	6036307	GOLDFINCH BROTHERS INC	\$650.00
3/6/23	6036308	CRAWL SPACE CLEANING PROS INC	\$550.00
3/6/23	6036309	NICHOLAS BELISLE	\$26.20
3/6/23	6036310	REBECCA WOLFE	\$125.00
3/7/23	6036311	ANDGAR CORPORATION	\$4,427.74
3/7/23	6036312	MOTOR TRUCKS INTL & IDEALEASE INC	\$638.72
3/7/23	6036313	STELLAR INDUSTRIAL SUPPLY INC	\$569.87
3/7/23	6036314	TESSCO INCORPORATED	\$105.99
3/7/23	6036315	TOPSOILS NORTHWEST INC	\$776.28
3/7/23	6036316	WETLAND RESOURCES INC	\$5,030.00
3/7/23	6036317	CLARK COUNTY PUBLIC UTILITY DIST NO	\$254,930.85
3/7/23	6036318	EDGE ANALYTICAL INC	\$288.00
3/7/23	6036319	HERRERA ENVIRONMENTAL CONSULTANTS I	\$332.08
3/7/23	6036320	NORTHWEST CASCADE INC	\$100.50
3/7/23	6036321	SEATTLE NUT & BOLT LLC	\$3,452.96
3/7/23	6036322	HCL AMERICA INC	\$57,204.54
3/7/23	6036323	TRAFFIC CONTROL PLAN CO OF WA LLC	\$700.00
3/7/23	6036324	TARREN ACKERMANN	\$6,935.57
3/7/23	6036325	HM PACIFIC NORTHWEST FKA CADMAN	\$5,072.88
3/7/23	6036326	SMARTBEAR SOFTWARE INC	\$1,383.65
3/7/23	6036327	WELLNESS BY WISHLIST INC	\$1,543.29
3/7/23	6036328	AARON JANISKO	\$259.00
3/7/23	6036329	JASON ZYSKOWSKI	\$456.15

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/7/23	6036330	JANNE AVATARE	\$70.00
3/7/23	6036331	SANJEEV FARWAHA	\$2,714.74
3/7/23	6036332	ERIC SCHELLBERG	\$28.17
3/7/23	6036333	MELISSA COLLINS	\$184.84
3/7/23	6036334	PAUL KISS	\$259.00
3/7/23	6036335	JOSHUA PETOSA	\$11.79
3/8/23	6036336	DAVID EVANS & ASSOCIATES INC	\$3,771.32
3/8/23	6036337	DAY MANAGEMENT CORPORATION	\$3,896.51
3/8/23	6036338	FASTENAL COMPANY	\$266.55
3/8/23	6036339	INTERCONTINENTAL EXCHANGE HOLDINGS	\$3,325.00
3/8/23	6036340	MOBILE MINI INC	\$601.09
3/8/23	6036341	MOTOR TRUCKS INTL & IDEALEASE INC	\$1,412.58
3/8/23	6036342	NORTH COAST ELECTRIC COMPANY	\$1,240.34
3/8/23	6036343	TOPSOILS NORTHWEST INC	\$517.52
3/8/23	6036344	TRENCHLESS CONSTR SVCS LLC	\$54,505.61
3/8/23	6036345	GORDON TRUCK CENTERS INC	\$886.56
3/8/23	6036346	NORTHWEST CASCADE INC	\$150.50
3/8/23	6036347	STATE OF WASHINGTON	\$495.30
3/8/23	6036348	WALTER E NELSON CO OF WESTERN WA	\$2,369.22
3/8/23	6036349	PACHECOS LANDSCAPING LLC	\$4,510.70
3/8/23	6036350	ROBERT MCMANIS	\$87.78
3/8/23	6036351	JEFFREY ROBERTS	\$1,365.75
3/8/23	6036352	DAWN PRESLER	\$1,103.96
3/8/23	6036353	TROY HAUGSTAD	\$217.61
3/8/23	6036354	KELLY STAINER	\$133.59
3/8/23	6036355	MATTHEW STIRK	\$344.23
3/8/23	6036356	GIUSEPPE FINA	\$192.59
3/8/23	6036357	PAUL SIMPSON	\$274.96
3/8/23	6036358	SIDNEY LOGAN	\$403.14
3/8/23	6036359	BRADLEY SALYER	\$79.50
3/9/23	6036360	ASPLUNDH TREE EXPERT LLC	\$32,728.56
3/9/23	6036361	DAVID EVANS & ASSOCIATES INC	\$1,799.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/9/23	6036362	MOBILE MINI INC	\$257.66
3/9/23	6036363	MOTOR TRUCKS INTL & IDEALEASE INC	\$642.14
3/9/23	6036364	NELSON DISTRIBUTING INC	\$292.50
3/9/23	6036365	NORTH COAST ELECTRIC COMPANY	\$30,980.83
3/9/23	6036366	ROMAINE ELECTRIC CORP	\$2,189.84
3/9/23	6036367	RWC INTERNATIONAL LTD	\$14,857.70
3/9/23	6036368	STELLAR INDUSTRIAL SUPPLY INC	\$5,608.45
3/9/23	6036369	TOPSOILS NORTHWEST INC	\$517.52
3/9/23	6036370	UNITED PARCEL SERVICE	\$429.21
3/9/23	6036371	WILLIAMS SCOTSMAN INC	\$3,173.98
3/9/23	6036372	ECOLIGHTS NORTHWEST LLC	\$349.28
3/9/23	6036373	BRIAN DAVIS ENTERPRISES INC	\$557.85
3/9/23	6036374	NORTHWEST CASCADE INC	\$550.35
3/9/23	6036375	ROHLINGER ENTERPRISES INC	\$2,768.81
3/9/23	6036376	SOUND SAFETY PRODUCTS CO INC	\$4,925.41
3/9/23	6036377	TYNDALE ENTERPRISES INC	\$41,750.65
3/9/23	6036378	WETHERHOLT & ASSOCIATES INC	\$4,707.80
3/9/23	6036379	WEX BANK	\$73,030.44
3/9/23	6036380	ALTEC INDUSTRIES INC	\$5,814.06
3/9/23	6036381	CAPITAL ARCHITECTS GROUP PC	\$2,861.67
3/9/23	6036382	TRU-CHECK INC	\$363,683.79
3/9/23	6036383	ROADPOST USA INC	\$1,169.78
3/9/23	6036384	REXEL USA INC	\$1,143.08
3/9/23	6036385	RESOURCE INNOVATIONS INC	\$13,340.00
3/9/23	6036386	RADIANS INC	\$762.48
3/9/23	6036387	QCL INC	\$252.50
3/9/23	6036388	MAPBOX INC	\$1,037.60
3/9/23	6036389	CHANDLER ASSET MANAGEMENT INC	\$3,500.00
3/9/23	6036390	ALEXANDRA LEGARE	\$1,319.06
3/9/23	6036391	STILLWATER ENERGY LLC	\$9,637.50
3/9/23	6036392	CHARLES COOLEY	\$546.60
3/9/23	6036393	JAMES SABELLA	\$546.60

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/9/23	6036394	AARON JANISKO	\$222.74
3/9/23	6036395	ANN NICHOLS	\$45.85
3/9/23	6036396	JEFFERY JEWELL	\$409.95
3/9/23	6036397	KRISTI STERLING	\$848.29
3/9/23	6036398	SEAN WILMOTT	\$447.87
3/9/23	6036399	AARON SWANEY	\$719.31
3/9/23	6036400	SHAINA JOHNSON	\$112.66
3/9/23	6036401	MATTHEW BENZIN	\$2,074.28
3/9/23	6036402	JACOB DUNN	\$277.91
3/9/23	6036403	JAMES SALLUP	\$10.48
3/9/23	6036404	GILLIAN ANDERSON	\$45.86
3/9/23	6036405	BRADLEY CLARK	\$136.00
3/9/23	6036406	KATIE BRITTEN	\$72.06
3/10/23	6036407	FASTENAL COMPANY	\$98.19
3/10/23	6036408	HARGIS ENGINEERS INC	\$3,975.00
3/10/23	6036409	HOWARD INDUSTRIES INC	\$52,367.35
3/10/23	6036410	SISKUN INC	\$1,049.24
3/10/23	6036411	SONSRAY MACHINERY LLC	\$341.89
3/10/23	6036412	STAR RENTALS INC	\$584.67
3/10/23	6036413	STELLAR INDUSTRIAL SUPPLY INC	\$9,533.31
3/10/23	6036414	TACOMA SCREW PRODUCTS INC	\$117.30
3/10/23	6036415	TESSCO INCORPORATED	\$706.07
3/10/23	6036416	AARD PEST CONTROL INC	\$141.77
3/10/23	6036417	GEOENGINEERS INC	\$757.00
3/10/23	6036418	ROGER R OLSEN	\$2,566.09
3/10/23	6036419	LOUIS F MATHESON CONSTRUCTION INC	\$199.62
3/10/23	6036420	SWC ENTERPRISES LLC	\$2,106.91
3/10/23	6036421	SOUND SAFETY PRODUCTS CO INC	\$7,503.36
3/10/23	6036422	TECH PRODUCTS INC	\$7,942.75
3/10/23	6036423	TRAVIS PATTERN & FOUNDRY INC	\$457.57
3/10/23	6036424	ALTEC INDUSTRIES INC	\$1,034.16
3/10/23	6036425	ANIXTER INC	\$418,151.72

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
3/10/23	6036426	GEORGE H SWANEY	\$1,742.73
3/10/23	6036427	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,575.00
3/10/23	6036428	ARNETT INDUSTRIES LLC	\$7,189.30
3/10/23	6036429	AON CONSULTING INC	\$1,312.50
3/10/23	6036430	THE ADT SECURITY CORPORATION	\$3,427.41
3/10/23	6036431	ARCHECOLOGY LLC	\$630.00
3/10/23	6036432	SAPERE CONSULTING INC	\$62.50
3/10/23	6036433	AMERICAN CRAWLSPACE & PEST SERVICES	\$639.00
3/10/23	6036434	CHARLES COOLEY	\$136.00
3/10/23	6036435	NICHOLAS BELISLE	\$26.20
3/10/23	6036436	CASSIE HOUSER	\$1,129.78
3/10/23	6036437	JOHN PETOSA	\$38.65
3/10/23	6036438	GEORGE HESPE	\$39.30
3/10/23	6036439	RYEN NEWBY	\$113.08
3/10/23	6036440	KEGAN FRIDDLE	\$34.06
3/10/23	6036441	ERIN ABER	\$356.32
3/10/23	6036442	CINDY WITTMAN	\$45.85
3/10/23	6036443	SARA AMUNDSON	\$62.88
3/10/23	6036444	SHAWN WIGGINS	\$13.77
3/10/23	6036445	JESSICA BALBIANI	\$125.00
3/10/23	6036446	TARIK WAHIDI	\$116.00
3/10/23	6036447	LOGAN FORBIS	\$34.06

Total: \$4,591,238.92

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
2/27/23	7002793	US DEPARTMENT OF ENERGY	\$4,346,814.00
3/1/23	7002794	US BANK	\$89,887.17
3/3/23	7002795	MOBILIZZ INC	\$12,432.33
3/6/23	7002796	ICMA-RC	\$225,792.53
3/6/23	7002797	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$29,938.62
3/6/23	7002798	ICMA-RC	\$589,141.40
3/6/23	7002799	MOBILIZZ INC	\$1,240.00
3/7/23	7002800	WHEAT FIELD WIND POWER PROJECT LLC	\$1,148,771.40
3/7/23	7002801	CRAWFORD & COMPANY	\$712.09
3/10/23	7002802	ICMA-RC	\$41,236.12
3/10/23	7002803	US BANK NA	\$2,265,361.53

Total: \$8,751,327.19

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
3/3/23	5300000781	PUD EMPLOYEES - DIRECT DEPOSIT	\$3,972,260.49
3/7/23	844872 - 844883	PUD EMPLOYEES - WARRANTS	\$33,339.93

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
2/28/23	5300000778	STATE OF WA DEPT OF REVEN	\$13,812,651.12
3/1/23	5300000779	ELAVON INC DBA MERCHANT S	\$2,843.84
3/3/23	5300000780	WELLNESS BY WISHLIST INC	\$39,544.27
3/3/23	5300000781	ADP INC	\$897,060.85
3/7/23	5300000782	WELLNESS BY WISHLIST INC	\$5,115.88
3/8/23	5300000783	STATE OF WA DEPT OF RETIR	\$1,840,462.50
3/8/23	5300000784	WELLNESS BY WISHLIST INC	\$1,000.00
3/2/23	5300000785	US POSTAL SVC	\$50.00
3/10/23	5300000786	WELLNESS BY WISHLIST INC	\$40,236.20
Total:			\$16,638,964.66



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 4A

TITLE:

Disposal of Surplus Property – 2nd Quarter 2023

SUBMITTED FOR: Public Hearing and Action

Materials Management & Warehouse Hud Allworth 5005
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:

Governance Process, Board Job Description, GP-3(4) --- non-delegable, statutorily assigned Board duty.

Request approval to dispose of various materials and equipment from all Divisions, as set forth on Exhibit "A" that accumulated during the previous quarter. These items are no longer necessary or useful to the District and will be sold for high bid, scrap, junk, or used as trade-in.

Request advance approval to dispose of those materials set forth on Exhibit "B" that will accumulate during the Fourth Quarter of the year 2022. The materials listed on Exhibit "B" include waste transformer oil, unserviceable distribution transformers, unserviceable radiators, pipes, storage tanks, etc., containing PCB material, scrap metal, assorted sizes of tires, obsolete automotive parts, obsolete/scrap transmission and distribution inventory, obsolete/scrap substation inventory, obsolete/scrap material and equipment, obsolete/scrap CPUs and computer components, miscellaneous electronics and obsolete/scrap miscellaneous furnishings to include chairs, desks, cabinets, tables and work surfaces.

- List Attachments:*
- Exhibit A
 - Exhibit B

SURPLUS PROPERTY RECOMMENDATIONS

2nd QUARTER 2023

DESCRIPTION	STORES REF. #	PURCHASE YEAR	PURCHASE PRICE	MARKET VALUE (APPROX.)	DISPOSAL METHOD
1. Harbour Pointe Substation Transformer #K-278: Manufactured by National Industries in 1985. Serial #110-73273, 28MVA, dry weight 83,555 lbs. This equipment is obsolete and unserviceable.	S-5503	1996	\$325,373.47	N/A	Sell/ Scrap/ Pay for Disposal

SURPLUS PROPERTY RECOMMENDATIONS

2nd QUARTER 2023

DESCRIPTION	PURCHASE YEAR	ORIGINAL PURCHASE PRICE	APPROX MARKET VALUE	DISPOSAL METHOD
1. Waste transformer oil, PCBs less than 2 ppm to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$0.20 / KVA (Paid to District)	Dechlorinated to <1 ppm PCB Recycled by Transformer Technologies
2. Waste transformer oil, PCBs between 2 to less than 49 ppm to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$0.10 / KVA (Paid to District)	Dechlorinated to <1 ppm PCB Recycled by Transformer Technologies
3. Waste transformer oil, PCBs greater than or equal to 50 ppm to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$4.67/ Gallon (Billed by District)	Dechlorinated by Clean Harbors ES
4. Unserviceable distribution transformers and electrical equipment, PCBs of less than 1 ppm to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$3.51 / KVA (Paid to District)	Oil recycled equipment is rebuilt for resale or scrapped for metal recovery by Transformer Technologies
5. Unserviceable distribution transformers and electrical equipment, PCBs of 1 through 49 ppm to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$1.10/ KVA (Paid to District)	Oil will be dechlorinated & equipment scrapped for metal recovery by Transformer Technologies
6. Unserviceable distribution transformers and electrical equipment, PCBs greater than or equal to 50 ppm to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$1.27/ Lb. (Billed by District)	Incinerated by Clean Harbors ES

SURPLUS PROPERTY RECOMMENDATIONS

2nd QUARTER 2023

DESCRIPTION	PURCHASE YEAR	ORIGINAL PURCHASE PRICE	APPROX MARKET VALUE	DISPOSAL METHOD
7. Unserviceable PCB contaminated radiators, pipes, scrap metal and storage tanks drained of oil containing PCBs to be disposed of as needed in the 2nd Quarter 2023.	Various	Various	\$1.27/ Lb. (billed District)	Incinerated by Clean Harbors ES
8. Scrap metal including: copper, aluminum, brass, steel, iron, meters, potential transformers and current transformers to be sold as needed in the 2nd Quarter 2023.	Various	Various	\$132,000.00 (Average based on previous 4 quarters)	High Bid
9. Assorted sizes of tires, tubes and casings to be scrapped as needed in the 2nd Quarter 2023.	Various	Various	Various	Scrap
10. Obsolete miscellaneous auto parts and supplies including: fire extinguishers, polyester rope, strobe lights and other related automotive materials to be sold as needed in the 2nd Quarter 2023.	Various	Various	\$7,000.00 (Average based on previous 4 quarters)	High Bid
11. Obsolete or miscellaneous auto parts and supplies including: fire extinguishers, polyester rope, strobe lights and other related automotive materials to be scrapped as needed in the 2nd Quarter 2023.	Various	Various	Various	Scrap
12. Obsolete or miscellaneous Transmission and Distribution inventory to include: street lighting, pole-line hardware, concrete products, wire, transformers and other related materials to be sold as needed in the 2nd Quarter 2023.	Various	Various	\$5,500.00 (Average based on previous 4 quarters)	High Bid

SURPLUS PROPERTY RECOMMENDATIONS

2nd QUARTER 2023

DESCRIPTION	PURCHASE YEAR	ORIGINAL PURCHASE PRICE	APPROX MARKET VALUE	DISPOSAL METHOD
13. Obsolete or miscellaneous Transmission and Distribution inventory to include: street lighting, poleline hardware, concrete products, wire, transformers and other related materials to be scrapped as needed in the 2nd Quarter 2023.	Various	Various	\$45,000.00 (Average based on previous 4 quarters)	Scrap
14. Obsolete or miscellaneous Transmission and Distribution inventory to include: street lighting, poleline hardware, concrete products, wire, transformers and other related materials to be traded as needed in the 2nd Quarter 2023.	Various	Various	Various	Trade
15. Obsolete or scrap material and/or equipment including: adding machines, calculators, typewriters and other related items to be sold as needed in the 2nd Quarter 2023.	Various	Various	\$500.00 (Average based on previous 4 quarters)	High Bid
16. Obsolete or scrap material and/or equipment to include: adding machines, calculators, typewriters and other related items to be scrapped as needed in the 2nd Quarter 2023.	Various	Various	Various	Scrap
17. Obsolete or scrap material and/or equipment to include: adding machines, calculators, typewriters and other related items to be traded as needed in the 2nd Quarter 2023.	Various	Various	Various	Trade
18. Obsolete or miscellaneous computer components to include: CPUs, monitors, keyboards, printers and miscellaneous electronics, to be sold as needed in the 2nd Quarter 2023.	Various	Various	\$9,000.00 (Average based on previous 4 quarters)	High Bid

SURPLUS PROPERTY RECOMMENDATIONS

2nd QUARTER 2023

DESCRIPTION	PURCHASE YEAR	ORIGINAL PURCHASE PRICE	APPROX MARKET VALUE	DISPOSAL METHOD
19. Obsolete or miscellaneous computer components to include: CPUs, monitors, keyboards, printers and miscellaneous electronics to be recycled, scrapped or junked as needed in the 2nd Quarter 2023.	Various	Various	Various	Recycle/Scrap/Junk
20. Obsolete or miscellaneous furnishings to include: chairs, desks, cabinets and table work surfaces to be sold as needed in the 2nd Quarter 2023.	Various	Various	\$50.00 <small>(Average based on previous 4 quarters)</small>	High Bid
21. Obsolete and/or miscellaneous furnishings to include: chairs, desks, cabinets and table work surfaces that are damaged beyond economical repair to be scrapped in the 2nd Quarter 2023.	Various	Various	\$75.00 <small>(Average based on previous 4 quarters)</small>	Scrap
22. Pre-Authorization for any material "trade-ins" to be used as a credit against the purchase price of new products of the same type procured for District use; to the extent such "trade-ins" are consistent with standard industry practices, with respect to the applicable category of item in the 2nd Quarter 2023.	Various	Various	Various	Trade
23. Pre-Authorization for any obsolete or miscellaneous Tool Room equipment and/or material to be sold during the 2nd Quarter 2023.	Various	Various	\$50,000.00 <small>(Average based on previous 4 quarters)</small>	High Bid
24. Pre-Authorization for any obsolete or miscellaneous Tool Room equipment and/or material to be traded during the 2nd Quarter 2023.	Various	Various	Various	Trade
25. Pre-Authorization for any obsolete or miscellaneous Tool Room equipment and/or material, to be junked during the 2nd Quarter 2023.	Various	Various	Various	Junk

SURPLUS PROPERTY RECOMMENDATIONS

2nd QUARTER 2023

DESCRIPTION	PURCHASE YEAR	ORIGINAL PURCHASE PRICE	APPROX MARKET VALUE	DISPOSAL METHOD
26. Pre-Authorization for any obsolete or miscellaneous Water Department equipment and/or material to be sold during the 2nd Quarter 2023.	Various	Various	\$300.00 <small>(Average based on previous 4 quarters)</small>	High Bid
27. Pre-Authorization for any obsolete or miscellaneous Water Department equipment and/or material to be scrapped during the 2nd Quarter 2023.	Various	Various	Various	Scrap
28. Pre-Authorization for any obsolete or miscellaneous Generation Department equipment and/or material to be sold or scrapped during the 2nd Quarter 2023.	Various	Various	\$1,200.00 <small>(Average based on previous 4 quarters)</small>	Sell/Scrap
29. Pre-Authorization for any Departments obsolete or miscellaneous equipment and/or material to be sold or scrapped during the 2nd Quarter 2023.	Various	Various	\$150.00 <small>(Average based on previous 4 quarters)</small>	Sell/Scrap
30. Pre-Authorization for any obsolete or miscellaneous Telecom equipment and/or material to be sold or scrapped during the 2nd Quarter 2023.	Various	Various	\$60,000.00 <small>(Average based on previous 4 quarters)</small>	Sell/Scrap
31. Pre-Authorization for the transfer of poles removed from service, free of charge. Allowable on a "first come, first serve" basis in the following order:				
i. Customer/Property owners adjacent to pole,	Various	Various	N/A	Scrap
ii. To a customer/property owner near the pole, if requested or,				
iii. Crew members if no customer/property owner requests				

QUARTERLY BID AWARD RECOMMENDATIONS

The successful Bidder for our Second Quarter Salvage Material bid is: **Schnitzer Steel Industries**



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 5A

TITLE:

Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Water Resources Streamflow Restoration Program Agreement Between the State of Washington Department of Ecology and Public Utility District No. 1 of Snohomish County – Sultan River Floodplain Activation Construction Project

SUBMITTED FOR: Items for Individual Consideration

Generation – Natural Resources	<u>Dawn Presler</u>	<u>1709</u>
Department	Contact	Extension
Date of Previous Briefing:	<u>March 7, 2023</u>	
Estimated Expenditure:	<u>\$765,000 Grant</u>	Presentation Planned <input type="checkbox"/>

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) ... non-delegable, statutorily assigned Board duties Subsection (E), Contracts. Commission action is required to authorize a contract where cumulative expenditure will exceed a set amount.

The Natural Resources staff have identified project opportunities to enhance and restore portions of the Sultan River floodplain in keeping with the District’s strategic priority of environmental stewardship.

In 2022, District staff submitted applications to the State of Washington Recreation and Conservation Office (“RCO”) as well as the Department of Ecology (“DOE”) for funding to complete one of the projects – the Sultan River Floodplain Activation Construction Project (the “Project”) with an estimated cost of \$765,000.

On October 4, 2022, DOE selected the Project for funding up to \$765,000 as set forth in the offer letter attached hereto as Exhibit “A.” The District and DOE have negotiated the proposed Water Resources Streamflow Restoration Program Agreement (the “Agreement”) attached hereto as Exhibit “B,” whereby DOE will provide funding for the District to complete the Project, specifically, the final design, permitting and construction of a floodplain improvement project on the lower Sultan River with an estimated cost of \$765,000 in the form of \$765,000 reimbursement of expenditures, contingent upon the District meeting the specific provisions set forth in the proposed Agreement.

The Project on the lower Sultan River just upstream of its confluence with the Skykomish River will increase, improve, and enhance physical habitat conditions by reintroducing flow into portions of the floodplain that only infrequently become wetted under extreme high-flow conditions. This Project will nearly double the length of the side channel network and reengage a part of the floodplain that has been effectively abandoned.

District staff have reviewed the terms and conditions of the proposed grant Agreement, and support entering into this Agreement with DOE.

List Attachments:

- Resolution
- Exhibit A
- Exhibit B

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute a Water Resources Streamflow Restoration Program Agreement Between the State of Washington Department of Ecology and Public Utility District No.1 of Snohomish County - Sultan River Floodplain Activation Construction Project

WHEREAS, Public Utility District No. 1 of Snohomish County (the “District”) Natural Resources staff have identified project opportunities to enhance and restore portions of the Sultan River floodplain that further the District’s strategic priority of environmental stewardship; and

WHEREAS, in 2022, District staff submitted applications to the State of Washington Recreation and Conservation office (“RCO”) (Resolution No. 6063) and the State of Washington Department of Ecology (the “Department of Ecology”) for funding to complete the Sultan River Floodplain Activation Construction Project, which is one of a group of projects to enhance and restore the Sultan River floodplain and side channels; and

WHEREAS, the Department of Ecology has selected the District’s Sultan River Floodplain Activation Construction Project (the “Project”) for funding as set forth in the offer letter attached hereto as Exhibit “A;” and

WHEREAS, the District and the Department of Ecology have negotiated a proposed Water Resources Streamflow Restoration Program Agreement (the “Agreement”) attached hereto as Exhibit “B,” whereby the Department of Ecology will provide funding (through the Streamflow Restoration Grant Program) for the District to complete the Project; specifically, the final design, permitting and construction of a floodplain improvement project on the lower Sultan River with an estimated cost of \$765,000, in the form of \$765,000

reimbursement of expenditures, contingent upon the District meeting the specific provisions set forth in the proposed Agreement; and

WHEREAS, the Project's goal is to improve streamflow and side channel habitat in the lower Sultan River floodplain and further the benefits derived from the successful completion of the other Sultan River floodplain and side channel enhancement projects in the area; and

WHEREAS, District staff have reviewed the terms and conditions of the proposed Agreement, and recommend that the Board approve the Resolution attached as Exhibit "B" as being in the best interest of the District and its ratepayers; and

WHEREAS, the Board of Commissioners have reviewed the proposed Water Resources Streamflow Restoration Program Agreement and finds that it is in the best interest of the District and its ratepayers to enter into such agreement for funding for the above-described Sultan River floodplain enhancements on the terms and subject to the conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Snohomish County, Washington, that based on the foregoing, the Board hereby approves the Agreement with the State of Washington Department of Ecology, in substantially the form attached hereto as Exhibit "B" and incorporated herein by this reference and authorizes the District's CEO/General Manager or Designee to execute such Agreement.

PASSED AND APPROVED this 21st day of March, 2023.

President

Vice-President

Secretary



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

October 4, 2022

Dawn Presler
Public Utility District No. 1 of Snohomish County
PO Box 1107, 2320 California St
Everett, WA 98206

Re: Sultan River Floodplain Activation Construction – WRSRP-2022-SnoPUD-00160
2022 Streamflow Restoration and Enhancement Funding Offer

Thank you for applying to the Washington Department of Ecology (Ecology) to fund your streamflow restoration and enhancement project. Ecology received 57 applications seeking more than \$95 million in grant funding. Ecology and the Department of Fish and Wildlife evaluated all eligible project proposals under the Streamflow Restoration law (Chapter 90.94 RCW), Ecology's funding rule, and guidance to ensure that funds are directed to the highest priority projects. Ecology is offering funding for 26 projects totaling up to \$35 million. Information on all applications is available online.

I am pleased to inform you that your project is being offered funding of up to \$765,000.

The final funding amount awarded will be based on negotiations between you and Ecology regarding the project scope of work, budget, technical considerations, reasonableness of cost, and eligibility determinations.

Ecology is committed to negotiating and signing a funding agreement in a timely fashion. Your Ecology Project Manager will reach out to you within 10 days to schedule a meeting with you by the end of this month to discuss the funding offer.

Please be advised your Project Manager will provide you with a deadline for signature of the funding agreement that will likely be within the next 6 months. Please be prepared to discuss this deadline with your Project Manager at your first meeting. If these timing options do not appear workable for you, you may want to consider declining this offer. Our project managers are taking proactive measures to support you and ensure your success.

Ecology has assigned the following Project Manager for your project:

Melisa Snoeberger NWRO Region Project Manager (206) 556-6128

Public Utility District No. 1 of Snohomish County, WRSRP-2022-SnoPUD-00160

October 4, 2022

Page | 2

Please keep in mind that this offer letter is not be construed as an agreement or binding on any party in any way. Prior to execution of the funding agreement, any work you choose to undertake will not be considered reimbursable. Therefore, any such work is undertaken at your sole risk and discretion. Ecology is under no obligation to reimburse any of your expenses unless they are incorporated in the terms of an executed grant agreement.

Ecology appreciates your commitment to streamflow restoration and enhancement. We look forward to working with you to complete this high priority project.

Sincerely,



Mary Verner

Water Resources Program Manager

Cc: Dawn Presler, Public Utility District No. 1 of Snohomish County

Melisa Snoeberger, Ecology

Brandy Reynecke, Ecology

Vanessa Brinkhuis, Ecology

Bennett Weinstein, Ecology

Kasey Cykler, Ecology



Agreement No. WRSRP-2022-SnoPUD-00160

WATER RESOURCES STREAMFLOW RESTORATION PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Snohomish County Public Utility District, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Sultan River Floodplain Activation Construction
Total Cost:	\$765,000.00
Total Eligible Cost:	\$765,000.00
Ecology Share:	\$765,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2023
The Expiration Date of this Agreement is no later than:	02/28/2027
Project Type:	Streamflow Restoration Grants

Project Short Description:

This project will improve streamflow and side channel habitat in the lower Sultan River floodplain. The RECIPIENT will reactivate approximately 1,900 feet of the floodplain and reintroduce flows in an area that has been effectively abandoned. The project will also provide rearing opportunities for five salmonid species and provide refugia during low flows.

Project Long Description:

This grant funds the final design, permitting, and construction of a floodplain improvement project on the lower Sultan River just upstream of its confluence with the Skykomish River. The project will increase, improve, and enhance physical habitat conditions by reintroducing flow into portions of the floodplain that only infrequently become wetted under extreme high flow conditions. The project is designed to minimize impacts to private property and existing wetlands and to reduce permitting risk. Construction will include excavation and expanding into a portion of an existing

State of Washington Department of Ecology

Page 2 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

side channel through Osprey Park and one neighboring parcel. This will nearly double the length of the side channel network and reengage a part of the floodplain that has been effectively abandoned. Approximately one quarter of the channel is already forested, although it is colonized by Himalayan blackberry. The RECIPIENT will remove the invasive vegetation, replant the rest of the channel length with native vegetation, and remove an upstream blockage to allow flows to redistribute and reactivate approximately 1,900 feet of channel, resulting in a significant increase in the side and off channel habitat within the lower Sultan River floodplain.

This habitat project will help address the deforestation and development which have occurred in the basin. The construction and revegetation of the side and off-channel areas will directly restore shade and large woody debris and indirectly increase hydraulic complexity and widen the distribution of flow during high flow periods. This project expands rearing opportunities for several salmonid species including coho, chum, Chinook, pink salmon, and steelhead trout. While Chinook salmon and steelhead trout are ESA listed as threatened, concern is also elevated for chum and coho salmon stocks. In addition to rearing, the project also provides refugia from high flow during flood conditions. Some spawning has been observed in similar side channel projects in the lower Sultan River, but those potential benefits are incidental to the primary objective of providing rearing habitat. Over time, the establishment of a healthy riparian corridor will provide a source of shade and invertebrates currently lacking in this reach.

Overall Goal:

This project will increase streamflow and improve aquatic habitat in Washington by restoring side and off channel flows in the Sultan River floodplain. This project expands rearing opportunities for several salmonid species including coho, chum, Chinook, and pink salmon, and steelhead trout. While Chinook salmon and steelhead trout are ESA listed as threatened, concern is also elevated for chum and coho salmon stocks. In addition to rearing, the project also provides refugia from high flow during flood conditions.

State of Washington Department of Ecology

Page 3 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

RECIPIENT INFORMATION

Organization Name: Snohomish County Public Utility District

Federal Tax ID: 91-6001034

Mailing Address: PO Box 1107
Everett, WA 98206-1107

Physical Address: 2320 California Street
Everett, Washington 98201

Contacts

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

Project Manager	Dawn Presler Sr. Environmental Coordinator PO Box 1107 2320 California St Everett, Washington 98206-1107 Email: djpresler@snopud.com Phone: (425) 783-1709
Billing Contact	Tracy Anderson Generation Services Business Manager 2320 California Street Everett, Washington 98201 Email: tlanderson@snopud.com Phone: (425) 783-1000
Authorized Signatory	Jason Zyskowski 2320 California Street Everett, Washington 98201 Email: jazyskowski@snopud.com Phone: (425) 783-1000

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Resources
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Resources
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	<p>Melisa Snoeberger</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: msno461@ecy.wa.gov Phone: (360) 489-5047</p>
Financial Manager	<p>Brandy Reynecke</p> <p>4601 N Monroe Street Spokane, Washington 99205-1295 Email: BREY461@ecy.wa.gov Phone: (509) 329-3421</p>

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Snohomish County Public Utility District

By: _____

By: _____

Ria Berns Date

Jason Zyskowski Date

Water Resources
Program Manager

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

Keith Binkley

Manager, Natural Resources

Date

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

SCOPE OF WORKTask Number: 1 **Task Cost: \$3,000.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report; submittal of required performance items; and compliance with applicable procurement and contracting requirements.

B. The RECIPIENT will, along with each request for reimbursement, prepare and submit a progress report to ECOLOGY's project manager through Ecology's Administration of Grants and Loans (EAGL) on line grant management system. The reports shall include, at a minimum, the following information:

A comparison of actual accomplishments to the objectives established for the reporting period.

1. The reasons for any delays if the project does not meet established objectives.
2. Plan and schedule of activities for the upcoming two months.
3. Analysis and explanations of any cost overruns.
4. Any additional pertinent information.

C. The RECIPIENT shall submit a Recipient Closeout Report encompassing the entire project with their last payment request. The RECIPIENT shall submit the final payment request and Recipient Closeout Report within 30 days of the end of this agreement.

D. The RECIPIENT must manage and carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

Recipient Task Coordinator: Dawn Presler**Project Administration****Deliverables**

Number	Description	Due Date
1.1	Payment Request/Progress Reports	
1.2	Recipient Closeout Report	

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

SCOPE OF WORKTask Number: 2 **Task Cost:** \$10,000.00

Task Title: Cultural Resources Review

Task Description:

A. - The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

B. The RECIPIENT must comply with Governor's Executive Order (GEO) 21-02 concerning archeological and cultural resources. To initiate cultural resources review the RECIPIENT must:

1. Submit to ECOLOGY a completed Ecology Cultural Resources Review form (ECY 070-537; rev. 6/2021). All submitted materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
2. Submit a signed landowner agreement for each site, if applicable.
3. Submit to ECOLOGY a completed Ecology Inadvertent Discovery Plan (IDP) (ECY 070-560; rev. 6/2021). The RECIPIENT must ensure that all contractors, subcontractors, and volunteers have a copy of the completed IDP prior to and while working on-site. The RECIPIENT must ensure the IDP is immediately available onsite, be implemented to address any discovery, and be available by request by any party.
4. If the RECIPIENT would like to request review and adoption of existing Cultural Resources Review(s), submit to ECOLOGY a completed and signed Cultural Resources Review Adoption Checklist (provided by the ECOLOGY Project Manager). Submission of an adoption proposal must be for the same work in the same project area and ECOLOGY reserves the right to require additional work under this task and/or to deny external adoption. The RECIPIENT must submit any supplemental cultural resources documentation (copies of any associated survey or monitoring reports, project communication with the Department of Archaeology and Historic Preservation and Tribal Consultation, documentation of final determination, and any other relevant materials) to the ECOLOGY Project Manager.

C. The RECIPIENT and all contractors, subcontractors, and volunteers performing work onsite must review the following Ecology video prior to proceeding with work onsite: "Inadvertent Discovery of Cultural Resources of Human Remains" (<https://www.youtube.com/watch?v=cV3BppQTx9Q>; 12:44 minutes).

D. The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with any work with potential impacts to cultural resources. Work done prior to written notice to proceed will not be eligible for reimbursement. This includes geotechnical work.

Task Goal Statement:

The RECIPIENT will comply with Governor's Executive Order (GEO) 21-02 concerning archeological and cultural resources.

Task Expected Outcome:

The project will be implemented in compliance with Washington State Governor's Executive Order (GEO) 21-02 concerning archeological and cultural resources.

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

Recipient Task Coordinator: Dawn Presler**Cultural Resources Review****Deliverables**

Number	Description	Due Date
2.1	Submit via email a completed ECY 070-537 (CRR) form and any supplemental cultural resources documentation to the ECOLOGY Project Manager. Do not upload to EAGL.	03/01/2023
2.2	Upload to EAGL a signed landowner agreement for each site, if applicable.	10/01/2023
2.3	Upload to EAGL a completed ECY 070-560 (IDP) form and notify the ECOLOGY Project Manager when upload is complete. The Project Manager and RECIPIENT must review the IDP during a project kickoff or pre-construction meeting.	07/01/2023
2.4	Submit via email a completed Cultural Resources Review Adoption Checklist and any supplemental cultural resources documentation to the ECOLOGY Project Manager, if applicable. Do not upload to EAGL.	03/01/2023
2.5	Submit an email to the ECOLOGY Project Manager confirming the RECIPIENT and all contractors, subcontractors, and volunteers performing work onsite have viewed the video.	04/15/2025
2.6	Upload to EAGL email(s) from Ecology with Notice(s) to Proceed.	07/31/2025

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

SCOPE OF WORKTask Number: 3 **Task Cost:** \$752,000.00

Task Title: Enviro Review, Design, Permitting, Construction

Task Description:

The RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will comply with State Environmental Policy Act provisions and provide Ecology with the final threshold determination and any a subsequent SEPA documentation.

B. The RECIPIENT will obtain signed Landowner Agreements or conservation easements for all properties that are not owned by the RECIPIENT. Each agreement or conservation easement will be consistent ECOLOGY guidance necessary for project implementation and maintenance or use an ECOLOGY template and should be obtained prior to any significant expenses used toward planning, permitting, cultural resources review, and other activities.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

D. The RECIPIENT completed 60% design plans. The RECIPIENT will finalize and submit site-specific stamped plans and email correspondence documenting permit approval or permit conditions.

E. The RECIPIENT will submit an updated project schedule within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and submit the updated schedule to ECOLOGY with the quarterly report.

F. The RECIPIENT will establish access points and staging areas for construction activities. The RECIPIENT will control pedestrian access by setting up signs, installing fencing, and closing trails as needed. The RECIPIENT will pump/dewater channel prior to excavation work. The RECIPIENT will excavate and expand a portion of an existing side channel (approximately 1,900 feet). Excavated soils will be hauled off-site, as appropriate, for disposal. The RECIPIENT will harvest logs and root wads, as appropriate, from the site and install them in the new channel. The RECIPIENT will remove an upstream blockage to allow flows into the new channel. The RECIPIENT will remove invasive blackberry and plant native vegetation in the blackberry removal areas and along the constructed side channel. The RECIPIENT will stabilize disturbed soils with seed and straw mulch, restore road and trail access.

G. The RECIPIENT will provide maintenance and ensure project success. The RECIPIENT will provide a Maintenance Plan that will detail monitoring and maintenance responsibilities for both the landowner and the RECIPIENT for at least 10 years after implementation. The RECIPIENT will upload the Maintenance Plan to EAGL.

H. The RECIPIENT will submit a project outcome summary report. The report will be consistent with ECOLOGY guidance or use an ECOLOGY template.

Task Goal Statement:

State of Washington Department of Ecology

Page 13 of 26

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

The RECIPIENT will complete the environmental reviews, permitting, and construction in a timely manner.

Task Expected Outcome:

The project will meet all applicable federal, state, and local laws, and regulations and be constructed according to permitted plans and specifications.

Recipient Task Coordinator: Dawn Pressler

Enviro Review, Design, Permitting, Construction

Deliverables

Number	Description	Due Date
3.1	Final Threshold Determination, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	03/15/2023
3.2	Upload signed Landowner Agreements or conservation easement for all properties to EAGL prior to implementation.	10/01/2023
3.3	Complete all required permitting. Upload permits and any agency comment letters or documentation to EAGL documenting that all permit requirements are met prior to project installation and notify ECOLOGY Project Manager when upload is complete.	02/15/2025
3.4	Final design plans and specifications. Upload to EAGL and notify ECOLOGY Project Manager when upload is complete.	02/15/2025
3.5	Schedule. Upload proposed construction schedule to EAGL.	04/15/2025
3.6	Side/off-channel construction. Document construction activities with descriptions and photos. Include details in the progress reports, Recipient Closeout Report, and Final Outcome Summary Report	11/15/2026
3.7	Maintenance plan. Upload to EAGL and notify ECOLOGY Project Manager when upload is complete.	01/31/2027
3.8	Final Outcome Summary Report. Upload to EAGL and notify ECOLOGY Project Manager when upload is complete.	02/28/2027

State of Washington Department of Ecology

Page 14 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
 Project Title: Sultan River Floodplain Activation Construction
 Recipient Name: Snohomish County Public Utility District

BUDGET**Funding Distribution EG230222**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Streamflow Restoration Grants Program Funding Type: Grant
 Funding Effective Date: 01/01/2023 Funding Expiration Date: 02/28/2027

Funding Source:

Title: Watershed Restoration and Enhancement Bond Account

Fund: FD0366

Type: State

Funding Source %: 100%

Description: To fund projects using tax exempt bonds. Projects include acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies, with priority given to projects in watersheds developing specified plans and watersheds participating in the defined pilot project.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Streamflow Restoration Grants Program	Task Total
Project Administration	\$ 3,000.00
Cultural Resources Review	\$ 10,000.00
Enviro Review, Design, Permitting, Construction	\$ 752,000.00

Total: \$ 765,000.00

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Streamflow Restoration Grants Program	0.00 %	\$ 0.00	\$ 765,000.00	\$ 765,000.00
Total		\$ 0.00	\$ 765,000.00	\$ 765,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

State of Washington Department of Ecology

Page 16 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

State of Washington Department of Ecology

Page 18 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

State of Washington Department of Ecology

Page 19 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

State of Washington Department of Ecology

Page 23 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

State of Washington Department of Ecology

Page 24 of 26

Agreement No: WRSRP-2022-SnoPUD-00160
Project Title: Sultan River Floodplain Activation Construction
Recipient Name: Snohomish County Public Utility District

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: WRSRP-2022-SnoPUD-00160

Project Title: Sultan River Floodplain Activation Construction

Recipient Name: Snohomish County Public Utility District

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 5B

TITLE

Consideration of a Resolution to Authorize the CEO/General Manager or His Designee to Execute the Phase 1 Funding Agreement for Markets+ With the Southwest Power Pool, Inc.

SUBMITTED FOR: Items for Individual Consideration

Power Supply	Garrison Marr	8268
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>March 7, 2023</u>	
Estimated Expenditure:	<u>\$330,000</u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:
Ends Policies E-1 (2.3) Reliability is high; (4.3) The environment is enhanced by the use of renewable resources; and (5) Utilities are provided at the lowest possible cost consistent with sound business principles.

District staff have been engaged in stakeholder processes around the potential formation of organized day-ahead energy markets in the West including the Southwest Power Pool’s (SPP’s) Markets+. In April 2023, SPP intends to begin “Phase 1” of Markets+ development, which will include the detailed market design and the creation of the market tariff and other governing documents for filing with the Federal Energy Regulatory Commission. Utilities that choose to fund Phase 1 development will receive a vote on tariff language, market protocols, and other items.

District staff believe that development of Markets+ is important to preserve the opportunity to choose from multiple market options. Funding Phase 1 provides the district with the ability to influence market design and tariff development at a relatively low cost with no long-term commitment.

Approval of this resolution authorizes the General Manager or his designee to execute the SPP Markets+ Phase 1 Funding Agreement.

List Attachments:
Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION to Authorize the CEO/General Manager or His Designee to Execute the Phase 1 Funding Agreement for Markets+ With the Southwest Power Pool, Inc.

WHEREAS, the Western region of the United States outside of California is considering the formation of an organized energy market; and

WHEREAS, there are two organized energy markets in development: (1) the Extended Day-Ahead Market (“EDAM”) from the California Independent System Operator Corporation (“CAISO”), and (2) Markets+ from the Southwest Power Pool (“SPP”); and

WHEREAS, District staff believe there are potential benefits of organized market expansion from the current non-organized bilateral market including: (1) new opportunities for the District and Bonneville Power Administration to market surplus power and purchase lower-cost power when needed, (2) improved reliability, (3) more efficient use of the regional transmission system, (4) improved transmission planning, and (5) improved integration of renewable energy; and

WHEREAS, SPP plans to commence Phase 1 of the development of Markets+ in April 2023, which includes the creation of the design for Markets+ and the tariff and other governing documents for filing with the Federal Energy Regulatory Commission; and

WHEREAS, District Staff recommend that the Board of Commissioners authorize the execution of the Markets+ Phase 1 Funding Agreement because: (1) Markets+ represents the best opportunity for the District and peer utilities to influence future Western market design and development, (2) the development of Markets+ is important to provide competition with EDAM and preserve the opportunity to eventually choose from multiple market options, (3) the District has a unique position not expected to be otherwise represented by others, (4)

funding allows the District to vote on policies and ability to influence issue prioritization, and
(5) the cost is relatively low compared to the potential impact; and

WHEREAS, the Board of Commissioners believes that execution of the Markets+ Phase 1 Funding Agreement is in the best interests of the District and its ratepayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Public Utility District No.1 of Snohomish County, Washington, hereby authorizes the CEO/General Manager or his designee to execute the Markets+ Phase 1 Funding Agreement with the Southwest Power Pool, Inc., substantially in the form in the attached Exhibit A.

PASSED AND APPROVED this 21st day of March, 2023.

President

Vice-President

Secretary

SPP MARKETS+
PHASE 1 FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into by and between Southwest Power Pool, Inc., an Arkansas nonprofit corporation (“SPP”) and _____, a _____ corporation (“Company”). SPP and Company are referred to in the Agreement individually as a “Party” and, collectively, as “Parties.”

RECITALS

- A. Company has determined to contribute funding for the creation of the design for Markets+ including the tariff and other governing documents filed with the Federal Energy Regulatory Commission (“FERC”) (“Phase 1”);
- B. SPP has determined to create the Markets+ design, including the tariff and other governing documents to be filed with FERC;
- C. The Parties are entering into this Agreement to set forth the terms upon which SPP will complete the Markets+ design and tariff to file with FERC on or before December 31, 2024 (“Filing Date”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date and Term.

(a) This Agreement shall become effective on the date it is executed by both Parties (“Effective Date”), provided that Company’s funding and payment obligations in Section 4 will only become effective upon Critical Mass being achieved or as provided in Section 2(b). Critical Mass occurs when at least two contiguous Balancing Authorities and not less than 150,000 GWh of 2021 Net Energy for Load (“NEL”) have each executed a Markets+ Phase 1 funding agreement with SPP. SPP will promptly notify Company upon Critical Mass being achieved.

(b) This Agreement includes and incorporates Exhibit A as posted by SPP on SPP’s website and as revised by SPP from time to time in accordance with this Agreement. Exhibit A identifies the funding obligations of all entities who have executed effective Markets+ funding agreements with SPP.

(c) The term of the Agreement (“Term”) shall commence on the Effective Date and shall terminate upon the earlier of (1) the date that a contract between SPP and Company becomes effective for the funding of Markets+ Phase 2; or (2) termination in accordance with Section 2 of this Agreement; or (3) such other date as mutually agreed to by the Parties (“Termination Date”).

(d) SPP will update the posted Exhibit A as entities execute or terminate Markets+ Phase 1 funding agreements prior to Critical Mass and through April 17, 2023.

(e) Any entity seeking to execute a Markets+ Phase 1 funding agreement after April 17, 2023, will be eligible to do so after the Markets+ tariff is filed at FERC.

2. Termination.

(a) If Critical Mass has not been achieved, Company may terminate this Agreement in its sole discretion by providing written notice to SPP on or before April 3, 2023, and, if so terminated, will have no further rights or obligations under this Agreement.

(b) If Critical Mass has not been achieved by 5:00 pm Central Time on March 31, 2023, then no later than 9:00 am Central Time on April 3, 2023, SPP will post Exhibit A identifying Company's Phase 1 Obligation and the funding obligations for each entity executing an agreement to fund Markets+ Phase 1 based on information available to SPP at such time. SPP will update and post Exhibit A not later than 9:00 am Central Time on April 4, 2023, reflecting current information of all entities who have signed funding agreements with SPP for Markets+ Phase 1 that have not terminated or expired (each a "Remaining Participant"). If the Phase 1 Obligation specified in Exhibit A posted on April 4, 2023, for Company and each Remaining Participant is not 20% greater than each such entity's Phase 1 Obligation specified in Exhibit A on April 3, 2023, then Company's funding obligations in Section 4 will become effective. If the Phase 1 Obligation specified in Exhibit A posted on April 4, 2023, for Company or any Remaining Participant is more than 20% greater than such entity's Phase 1 Obligation specified in Exhibit A on April 3, 2023, then SPP, Company and the Remaining Participants will promptly meet (in person or virtually) and engage in good faith discussions to determine if there is sufficient interest to fund Phase 1 and Post-Phase 1 based on the Exhibit A posted April 4, 2023, and each entity's expected financial commitment *provided* that this Agreement will automatically terminate effective April 15, 2023, unless Company and SPP have agreed in writing to continue funding and waive the foregoing automatic termination. In the event of automatic termination Company will have no rights or obligations under this Agreement. If Critical Mass is achieved by 5:00 pm Central Time on March 31, 2023, this Section 2(b) will be of no force or effect.

(c) The Parties may mutually agree to terminate this Agreement in writing at any time. In addition, either Party may terminate this Agreement in its sole discretion after conclusion of the negotiation period in Section 2(d) or as provided in Sections 2(e) or 2(f) as applicable.

(d) SPP or Company may unilaterally terminate this Agreement after April 3, 2023, and must first notify the other Party in writing of its intent to do so ("Notice of Intent to Terminate"). The Parties will engage in thirty (30) calendar days of good faith negotiations to determine if concerns leading to the issuance of the Notice of Intent to Terminate are capable of resolution and, if so, to resolve such concerns. If the Parties successfully resolve the concerns of the Party issuing the Notice of Intent to Terminate, the Party that issued such notice shall notify the other Party in writing of the withdrawal of such Notice ("Notice of Resolution").

(e) Any time after thirty (30) calendar days from the date of the Notice of Intent to Terminate under Section 2(d), issued by either Party, and prior to the date of a Notice of Resolution, SPP may terminate this Agreement by providing written notice to Company that it is terminating this Agreement ("SPP Termination Notice") effective immediately. SPP may terminate this Agreement under the terms of this Section 2(e) at its sole discretion for any reason. If SPP terminates this Agreement pursuant to this Section 2(e), SPP will make a good faith effort to terminate any further costs and obligations related to its performance of this Agreement. To the

extent feasible and as permitted, SPP will provide an accounting and refund to Company its proportionate share of any unused, available, or uncommitted funds.

(f) Any time after thirty (30) calendar days from the date of the Notice of Intent to Terminate under Section 2(d), issued by either Party, and prior to the date of a Notice of Resolution, Company may terminate this Agreement by providing written notice to SPP that it is terminating this Agreement (“Company Termination Notice”) effective immediately. Company may terminate this Agreement under the terms of this Section 2(f) at its sole discretion for any reason.

(g) If the Balancing Authority of Company is not a Remaining Participant, Company may terminate this Agreement by notifying SPP no later than April 6, 2023 and Company will have no further rights or obligations herein.

(h) As of the Termination Date, this Agreement will become wholly void and of no further force and effect, without further action by either Party, and the liabilities and obligations of the Parties hereunder will terminate, and each Party shall be fully released and discharged from any liability or obligation under or resulting from this Agreement. Notwithstanding the foregoing, if Company terminates after April 3, 2023, (other than as a result of an automatic termination provided in Section 2(b) or termination pursuant to Section 2(g)), its obligation to pay SPP the Phase 1 Obligation under Section 4 shall survive until fully satisfied. If Company terminates after the completion of Phase 1, Company’s obligation to pay the Post Phase 1 Monthly Obligation identified in Exhibit A ceases upon the Termination Date.

3. Markets+ Phases.

(a) As described in Section 2.2.1.1 of the final proposal for SPP Markets+ (“Final Service Offering”), Company will have the right to vote in the stakeholder process in Phase 1 during the Term of this Agreement. SPP will complete the Markets+ tariff and other governing documents and submit the tariff to FERC for approval. Phase 1 will be completed on the Filing Date. After the Filing Date, Post Phase 1 will begin to support the responses, technical analysis and research necessitated by FERC filing.

(b) Upon FERC approval of the necessary Markets+ tariff, SPP will begin Phase 2 of Markets+, which will encompass the systems and processes changes required for implementation. The terms and conditions for funding and participating in Phase 2 will be addressed in a separate agreement.

4. Funding and Payments.

(a) The costs expected to be incurred by SPP to complete Phase 1 are identified in Exhibit A as the “Phase 1 Funding Fee” and “Post Phase 1 Monthly Run Rate.” Company shall pay SPP (1) a percentage of the Phase 1 Funding Fee (“Phase 1 Obligation”), and (2) a percentage of the Post Phase 1 Monthly Run Rate identified in Exhibit A (“Post Phase 1 Monthly Obligation”) for each month after the completion of Phase 1 and until this Agreement is terminated as described in Section 2, subject to adjustment only as described in Section 4(b). Except as provided in Section 2(e), no payment made under Section 4 will be returned or refunded. Company’s percentage for the purposes of determining the Phase 1 Obligation and Post Phase 1 Monthly Obligation will be specified in Exhibit A and based on Company’s 2021 NEL or 2021 generation output (if Company is participating only with generation) measured in MWh versus total aggregate 2021 NEL and

generation output for Company and all Remaining Participants. The calculation of Company's Phase 1 Obligation and Post Phase 1 Monthly Obligation is specified in Exhibit A and will be recalculated if the aggregate NEL and generation output for all Remaining Participants changes.

(b) SPP will provide prompt written notice to Company if SPP reasonably projects either the Phase 1 Obligation or the Post Phase 1 Monthly Run Rate is insufficient to ensure SPP's costs to perform this Agreement are recovered or Company's Post Phase 1 Monthly Obligation is expected to increase due to a reduction in Remaining Participants ("Change Notice"). Any Change Notice will identify the amount of insufficiency. The Parties will meet and confer promptly to determine if the projected increased costs are appropriately identified and calculated and determine whether and how to complete Phase 1 or Post Phase 1, as applicable.

(c) Any change to the Post Phase 1 Monthly Run Rate or Company's Post Phase 1 Monthly Obligation described in Section 4(b) will be memorialized in a revision to Exhibit A, which will then be posted on the internet website of SPP and will be binding upon the Parties without the need for execution of an amendment to this Agreement effective the date the updated Exhibit A is posted to SPP's website. Changes that require revision of any provision of this Agreement other than Exhibit A shall be reflected in an executed amendment to this Agreement.

(d) SPP will deliver an invoice to Company for the Phase 1 Obligation on or promptly after April 15, 2023. If SPP issues a Change Notice during Phase 1 and the Parties agree to continue performance of this Agreement, SPP will deliver an invoice to Company for an amount determined by the Parties. After completion of Phase 1, SPP will deliver an invoice to Company for the Post Phase 1 Monthly Obligation on the first day of each month until this Agreement is terminated as described in Section 2. If SPP provides a Change Notice after completion of Phase 1, the Company's Post Phase 1 Monthly Obligation may be adjusted on a monthly basis to account for new or terminating parties from the Post Phase 1 Markets+ effort. Upon termination of this Agreement, the Company's percentage used to calculate the Post Phase 1 Monthly Run Rate will be reduced to zero for subsequent monthly invoices. Unless otherwise agreed, Company will pay SPP's invoices within thirty (30) calendar days of receipt of the invoice.

(e) On or before FERC issues an order approving the Markets+ tariff, SPP will estimate and communicate to Company the Markets+ projected implementation cost ("Phase 2 Cost") based on the final approved market design filed at FERC. The sum of all Phase 1 Obligation payments, all Post Phase 1 Monthly Obligation payments, and the Phase 2 Cost will constitute the "Markets+ Total Cost." In the event that the sum of all Phase 1 Obligation payments and all Post Phase 1 Monthly Obligation payments made to SPP by Company and all Remaining Participants is less than the SPP's actual expenditures during the Phase 1 and Post Phase 1 periods, the difference will be included in the Markets+ Total Cost.

(f) For the purposes of estimating and supporting decision making for participating in Phase 2, SPP will determine Company's percentage responsibility of the Markets+ Total Cost ("Markets+ Company Obligation") based on the participating parties at the time of the Markets+ tariff filing at FERC. If Company did not terminate this Agreement before the expiration of the Term of this Agreement, the sum of Company's Phase 1 Obligation payments and Post Phase 1 Monthly Obligation payments will be credited towards Company's Markets+ Company Obligation in Phase 2. If Company terminates this Agreement before the expiration of the Term of this Agreement, Company will not receive a credit for its Phase 1 Obligation or Post Phase 1 Monthly Obligation payments towards Company's Markets+ Company Obligation in Phase 2 and any

payments made by the terminating Company will be applied as a credit in the Markets+ Total Cost calculation. Executing this Agreement does not obligate or commit Company to fund Markets+ Phase 2.

5. Limitation of Liability.

To the extent allowed by law, the Parties acknowledge and agree that, except as otherwise specified in Section 4 of this Agreement, neither Party shall be liable to the other Party for any claim, loss, cost, liability, damage or expense, including any direct damage or any special, indirect, exemplary, punitive, incidental or consequential loss or damage (including any loss of revenue, income, profits or investment opportunities or claims of third party customers), arising out of or directly or indirectly related to such other Party's decision to enter into this Agreement, such other Party's performance under this Agreement, or any other decision by such Party with respect to this Agreement. This Section 5 will survive the Termination Date and any expiration or termination of this Agreement.

6. Force Majeure.

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, pandemics, rebellions or revolutions, or any other similar cause beyond its reasonable control (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then such Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, the claiming Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If SPP experiences a Force Majeure Event, it shall promptly notify the Company of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

7. General Provisions.

(a) This Agreement, including Exhibit A to this Agreement, constitutes the entire agreement between the Parties, and supersedes any prior written or oral agreements or understandings between the Parties, relating to the subject matter of this Agreement; provided, that nothing in this Agreement shall limit, Company, or in any manner modify the existing legal rights, privileges, and duties of each of the Parties as provided by any other agreement between the Parties, or by any statute or any other law or applicable court or regulatory decision by which such Party is bound.

(b) This Agreement may not be amended except in writing hereafter signed by both of the Parties; provided, however, SPP may modify Exhibit A in accordance with Section 4.

(c) Any waiver by a Party to this Agreement of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver, shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

(d) This Agreement is for the sole and exclusive benefit of the Parties and shall not create a contractual relationship with, or cause of action in favor of, any third party.

(e) Neither Party shall have the right to voluntarily assign its interest in this Agreement, including its rights, duties, and obligations hereunder, without the prior written consent of the other Party, which consent may be withheld by the other Party in its sole and absolute discretion. Any assignment made in violation of the terms of this Section 7(e) shall be null and void and shall have no force and effect.

(f) In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, in whole or part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law provided such remaining provisions retain the essence of the bargain struck by the Parties as of the Effective Date, and such invalid or unenforceable provision shall be replaced by the Parties with a provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable provision.

(g) Whenever this Agreement requires or provides that (i) a notice be given by a Party to the other Party or (ii) a Party's action requires the approval or consent of the other Party, such notice, consent or approval shall be given in writing and shall be given by personal delivery, by recognized overnight courier service, or by certified mail (return receipt requested), postage prepaid, to the recipient thereof at the address given for such Party as set forth below, or to such other address as may be designated by notice given by any Party to the other Party in accordance with the provisions of this Section 7(g):

If to Company:

[Name]

[Title]

[Mailing address]

[City, State Zip]

Email:

If to SPP:

Lanny Nickell

Executive Vice President and Chief Operating Officer

201 Worthen Drive

Little Rock, AR 72223-4936

Email: lnickell@spp.org

For any notice, consent, or approval given by personal delivery, overnight courier, or certified mail, the delivering Party shall send contemporaneously a copy thereof by email to the

receiving Party at the address specified above. Each notice, consent or approval shall be effective (a) if given by personal delivery, on the later of the day (1) of such delivery, or (2) that the email copy of such notice, consent, or approval is delivered to the receiving Party; (b) if given by overnight delivery, on the later of the (1) first business day following dispatch, or (2) day that the email copy of such notice, consent, or approval is delivered to the receiving Party; or (c) if given by certified mail (return receipt requested), on the later of the (1) third business day following mailing, or (2) day that the email copy of such notice, consent, or approval is delivered to the receiving Party. It is the responsibility of each Party to provide, in accordance with this Section, notice to the other Party of any necessary change in the contact or address information herein.

Notwithstanding the foregoing, SPP's notice of Critical Mass being achieved pursuant to Section 1(a) may be provided by email only and Company's notice of termination pursuant to Section 2(a) must be provided to SPP by e-mail at csimpson@spp.org and will be deemed effective as of the date and time the e-mail is sent regardless of whether during business hours or on a business day.

(h) This Agreement may be executed in one or more counterparts (including by facsimile or a scanned image), each of which when so executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

(i) Nothing contained in this Agreement shall be construed as creating a corporation, company, partnership, association, joint venture or other entity with the other Party, nor shall anything contained in this Agreement be construed as creating or requiring any fiduciary relationship between the Parties. No Party shall be responsible hereunder for the acts or omissions of the other Party.

(j) The decision to execute a Markets+ Phase 1 Funding Agreement and participate in Markets+ remains within the sole discretion of Company and the decision whether to continue to offer Markets+ development and services remains within the sole discretion of SPP.

(k) Nothing in this Agreement shall preclude a Party from exercising any rights or taking any action (or having its affiliates take any action) with respect to any other matter.

(l) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) the insertion of headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this Agreement; (ii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (iii) words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement (including Exhibit A to this Agreement) as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires; (iv) the word "including" or any variation thereof means "including, without limitation" and does not limit any general statement that it follows to the specific or similar items or matters immediately following it; and (v) the Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof favoring or disfavoring any Party will exist or arise by virtue of the authorship of any provision of this Agreement.

(m) The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

8. Venue.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arkansas without regard to its principles of conflicts of law. Venue for any action hereunder shall be FERC, where subject to its jurisdiction, or otherwise any state or federal court with jurisdiction in Pulaski County, Arkansas.

9. Dispute Resolution.

Unless otherwise provided herein, each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the Parties shall, to the extent practicable, first attempt to resolve the matter through direct good faith negotiation between the Parties, including a full opportunity for escalation to executive management within the Parties' respective organizations. For all other matters, the Parties may pursue action in a state or federal court of competent jurisdiction located in Pulaski County, Arkansas, in which case:

(a) To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation within the federal or state courts specified herein in Section 9, directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

(b) If a waiver of jury trial is deemed by any court of competent jurisdiction specified herein in Section 9 to not be enforceable for any reason, then to the fullest extent permitted by law, the Parties may agree to attempt in good faith to settle amicably through non-binding arbitration. Notwithstanding the foregoing, either Party may seek provisional legal or equitable remedies if, in such Party's reasonable judgment, such action is necessary to avoid irreparable damage or preserve the status quo.

10. Third Party Agreements.

The Parties may engage in discussions with third parties, either jointly or unilaterally, to facilitate the development of Markets+. Each Party may adopt or modify tariffs or enter into or modify binding agreements between such Party and third parties to implement the approved terms and conditions of Markets+ as necessary and appropriate.

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized officer to execute this Agreement.

Company Name

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date of Execution

Southwest Power Pool, Inc.

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date of Execution



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 6

TITLE

CEO/General Manager’s Report

SUBMITTED FOR: CEO/General Manager Report

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

List Attachments:
None



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 7A

TITLE

Commission Reports

SUBMITTED FOR: Commission Business

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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: March 21, 2023

Agenda Item: 7B

TITLE

Commissioner Event Calendar

SUBMITTED FOR: Commission Business

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

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 – 2023

March 2023

March 1 - 3:

Public Power Council/PNUCC Meetings
Portland, OR/Virtual
(Wolfe/Logan/Olson)

March 9:

EASC State of Everett
Everett, WA 3:30 p.m.-6:00 p.m.
(Wolfe/Logan/Olson)

March 14:

EASC Coffee Chats:
State of the Utility
Virtual 8:30 a.m. – 9:30 a.m.
(Logan/Olson/Wolfe)

March 14:

Stilly Valley Chamber Meeting
Arlington, WA 12:00 p.m. – 1:30 p.m.
(Logan)

March 2023

March 16:

Camano Island Chamber Meeting:
Steward the Water on Camano
Camano Island, WA 11:30 a.m. – 1:00 p.m.
(Logan)

March 22:

New Employee Orientation Program
Virtual 8:45 a.m. – 10:00 a.m.
(Olson)

March 22-23:

Energy Northwest Board Meeting
Richland, WA
(Logan)

Commissioner Event Calendar – 2023

April 2023

April 5 - 7:

Public Power Council/PNUCC Meetings

Portland, OR

April 11:

EASC Snohomish County Update

Boeing Future of Flight

Mukilteo, WA 11:00 a.m. – 1:00 p.m.

(Logan/Olson)

April 2023

Commissioner Event Calendar – 2023

May 2023

May 3 - 4:

Public Power Council Meetings
Portland, OR

May 5:

PNUCC Meeting
Virtual

May 14 - 17:

NWPPA Annual Conference
Anchorage, AK
(Logan/Wolfe)

May 2023

Commissioner Event Calendar – 2023

June 2023

June 7 - 9:

Public Power Council/PNUCC Meetings
Portland, OR

June 16 - 21:

APPA National Conference
Seattle, WA

June 2023

Commissioner Event Calendar – 2023

July 2023

July 7:

PNUCC Meeting

Portland, OR

July 2023

Commissioner Event Calendar – 2023

August 2023

August 2 - 3:

Public Power Council Meetings

Portland, OR

August 4:

PNUCC Meeting

Virtual

August 2023

Commissioner Event Calendar – 2023

September 2023

September 6 - 8:
Public Power Council/PNUCC Meetings
Portland, OR

September 2023

Empty calendar grid for September 2023.

Commissioner Event Calendar – 2023

October 2023

October 4 - 5:

Public Power Council Meetings

Portland, OR

October 6:

PNUCC Meeting

Virtual

October 2023

Commissioner Event Calendar – 2023

November 2023

November 1 - 3:

Public Power Council/PNUCC Meetings
Portland, OR

November 2023

Commissioner Event Calendar – 2023

December 2023

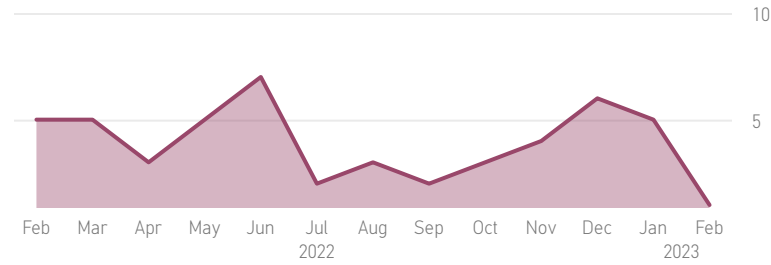
December 2023

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

1 Reported Injuries
4 Preventable Vehicle Accidents
Safety Incidents (reporting month)

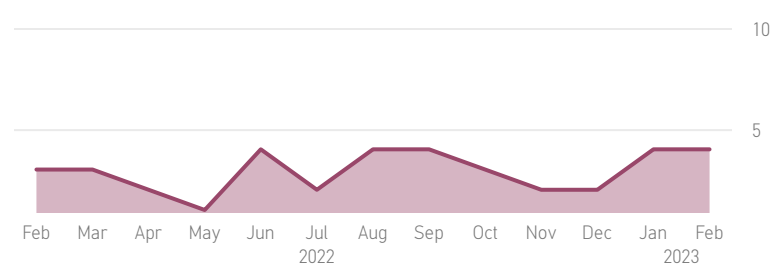
Are we reducing the number of injuries?

The graph below shows the number of **reported injuries** by month.



Are we reducing the number of vehicle accidents?

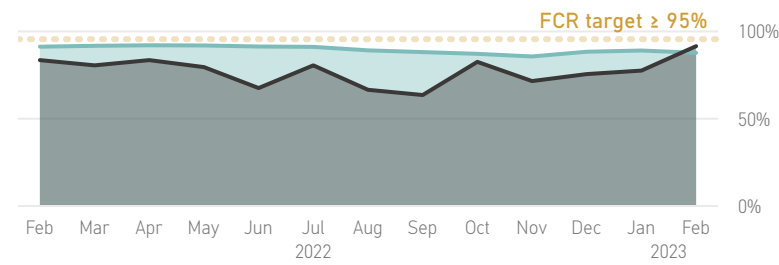
The graph below shows the number of **preventable accidents** by month.



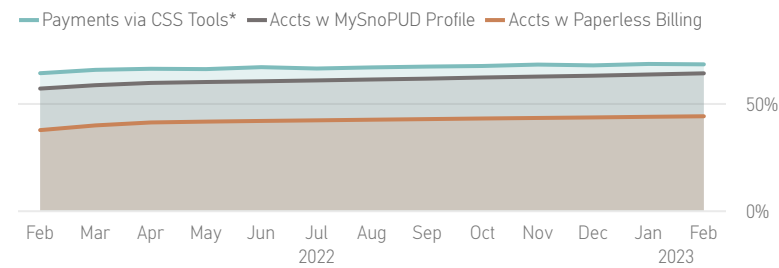
87% First Call Resolution
68% % Payments via CSS Tools
751 JD Power Overall Cust Sat
Customer Experience (most recent month / report)

What is our customers' call center experience?

First call resolution (FCR) = no call back w/in 2 days. **Service Level** = answered w/in 30 sec.



Are customers using the self-service tools we offer?



* Includes payments made via MySnoPUD, One-Time Payment, and IVR

How satisfied are our customers?

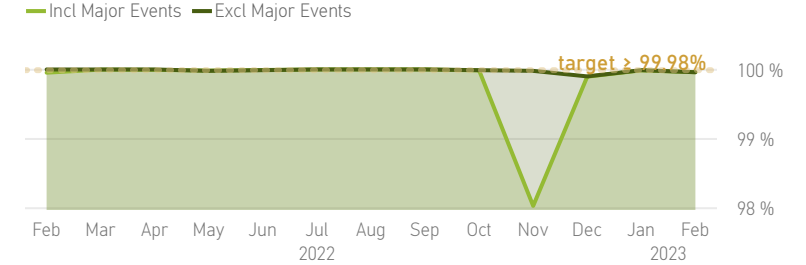
District Overall Customer Satisfaction compared to our peer utilities, according to JD Power. Our target is a score ≥ 800.

	2021: Q4	2022: Q4
District	757	751
West Mid-Size Avg	747	730

99.970 % Electric System Uptime
1.7 % Electric Cust w/6+ Outages
0.76 Water Outages per 1,000 Cust
System Reliability (performance over last 12 months)

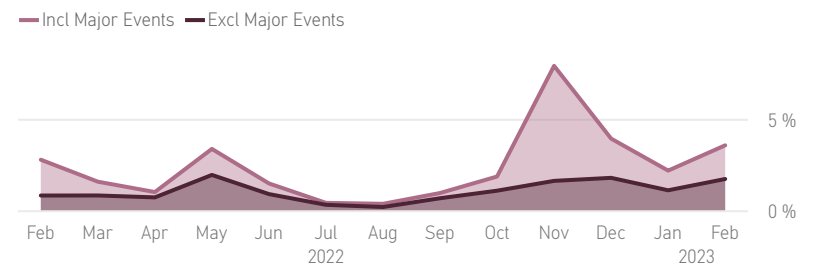
What is our customers' experience of electric system reliability?

The % of time that power was available to customers. Downtime excludes planned outages.



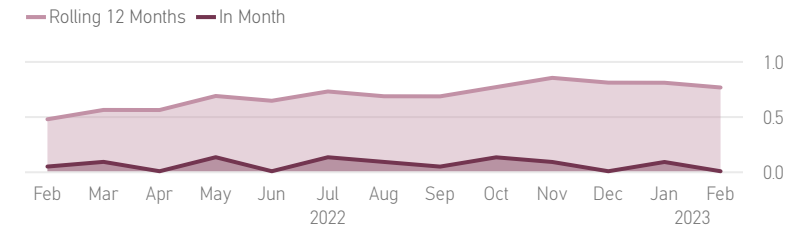
What % of electric customers experienced 6+ outages in the last 12 months?

Includes unplanned outages that lasted one minute or more.



What is our customer's experience of water system reliability?

The number of emergency outages per 1,000 customers.



2023 District Monthly Performance Dashboard

performance through February 2023 (data as of March 14, 2023)

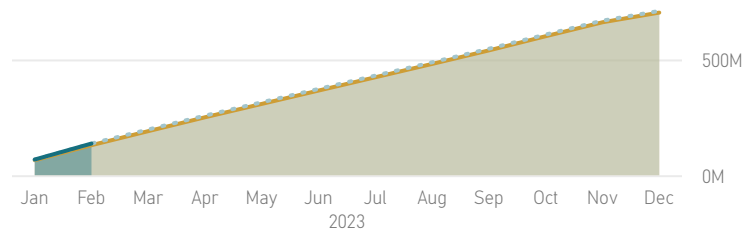


Electric Financial Performance (compared to YTD budgets)

105 % % Operating Budget Spent
68 % % Capital Budget Spent
101 % % Sales Revenue Budget Met*

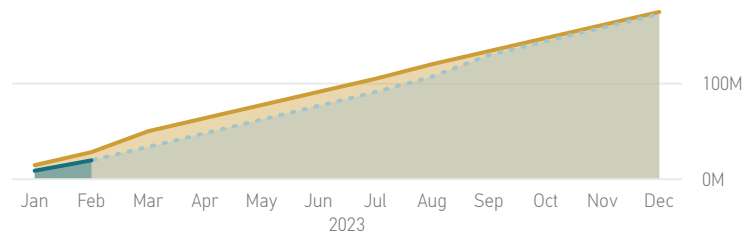
Operating Spending

— Budget — Actual + Forecast — Actual



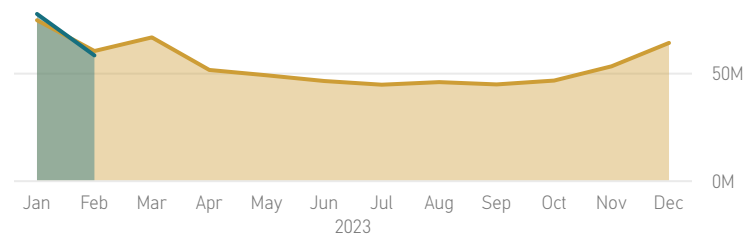
Capital Spending

— Budget — Actual + Forecast — Actual



Billed Revenue *

— Budget — Billed

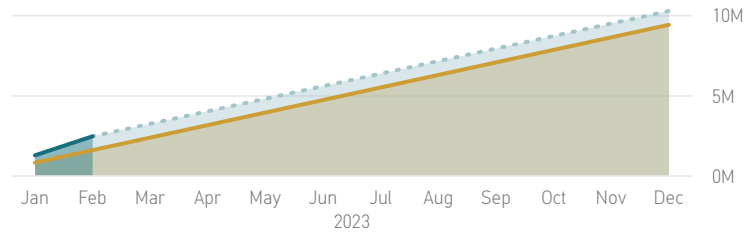


Generation Financial Performance (compared to YTD budgets)

155 % % Operating Budget Spent
74 % % Capital Budget Spent

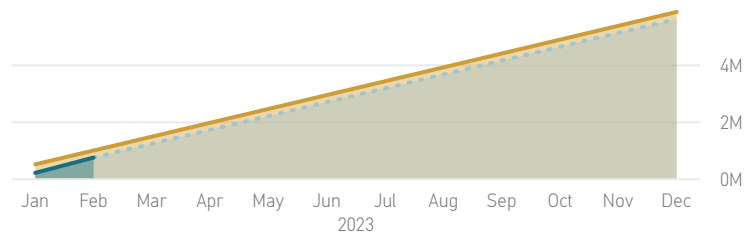
Operating Spending

— Budget — Actual + Forecast — Actual



Capital Spending

— Budget — Actual + Forecast — Actual

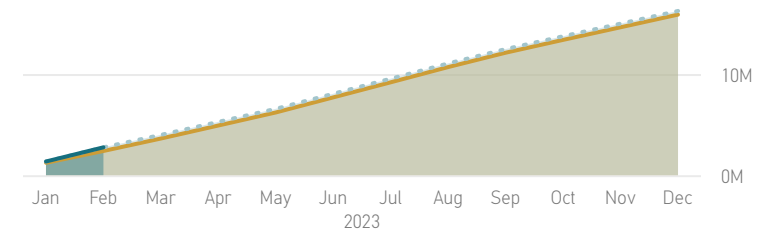


Water Financial Performance (compared to YTD budgets)

104 % % Operating Budget Spent
70 % % Capital Budget Spent
101 % % Sales Revenue Budget Met*

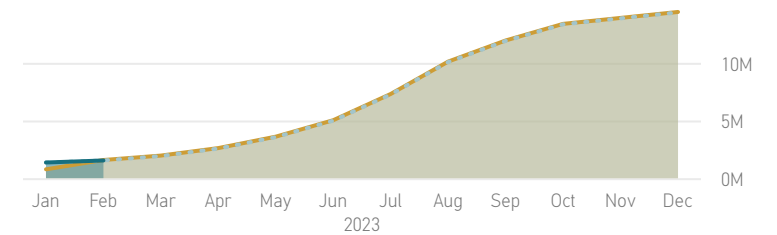
Operating Spending

— Budget — Actual + Forecast — Actual



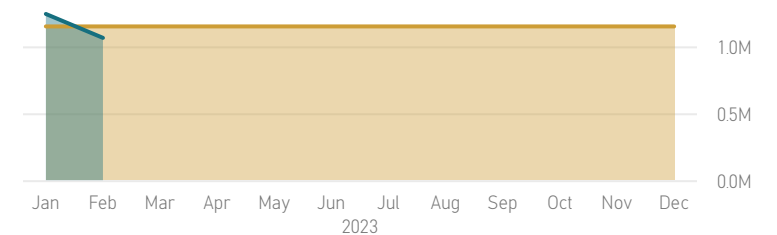
Capital Spending

— Budget — Actual + Forecast — Actual



Billed Revenue

— Budget — Billed



* Excludes unbilled revenue adjustment. Electric revenue includes retail sales only. Water includes retail and wholesale.

DASHBOARD OVERVIEW

This dashboard is intended to provide key performance metrics that give insight into overall District Performance in relation to our strategic priorities.

The dashboard is updated to the most recent past month when financial close is complete. This is typically between the 10th and 15th of the month.

If you have questions about the dashboard or the data, please reach out to Laura Lemke.

TIPS AND TRICKS

If a target has been set for a key performance metrics (KPI), the metrics in the top bar will change color depending on how we're performing against the target.

Orange indicates that we are not meeting the target, **green** indicates that we are. The targets are shown in the supporting graphs. For the operating and capital budget metrics, if the % budget is below 85% or above 105% the KPI will be **orange**, otherwise it will be **black**. KPIs without targets will always be **black**.

DEFINITIONS AND ADDITIONAL RESOURCES

Call Center Metrics:

First Call Resolution - A call is considered to have been resolved on the first call if there are no additional calls from the same incoming phone number within 2 business days.

Service Level - Service level calculates the percent of incoming calls that are answered by a customer service rep within 30 seconds of the customer entering the hold queue.

Customer Self-Service (CSS) Metrics:

Payments via CSS Tools - This metric tracks customer adoption and use of PUD payment channels. It does not include electronic payments that customers make through their own bank portal or PUD payment partner sites.

Accounts with MySnoPUD Profile - This tracks the portion of active PUD accounts in a given month that were associated to one or more MySnoPUD profiles as of the last day of the month.

Accounts with Paperless Billing - This tracks the portion of active PUD accounts in a given month that receive only an electronic bill as of the last day of the month.

JD Power Overall Customer Satisfaction: This metric summarizes the customer satisfaction research conducted by JD Power. The number shown is the YTD number for the study year. The District also conducts its own customer satisfaction research. For more info contact Auya Nyachuba in Business Readiness.

Electric System Reliability Metrics:

System Uptime - This calculation is also known as Average Service Availability Index (ASAI). ASAI measures the average availability of the sub-transmission and distribution systems that serve customers. Essentially, it calculates the % of time that power is on in a given period of time. The target is based on an annual SAIDI target of less than 105. SAIDI measures the average minutes of outage experienced by customers during a one year period.

Customers Experiencing Multiple Outages - This calculation is also known as CEMI-5. It measures how many customers experience more than five (5) power interruptions of one minute or more in the past year.

Water Outages: This calculation multiplies the number of unplanned water outages each month by 1000 and then divides it by the number of active water connections.

Budget and Financial Metrics: These metrics reflect the close of the month.



BUSINESS OF THE COMMISSION

Meeting Date: March 21, 2023

Agenda Item: 8A

TITLE

Governance Planning Calendar

SUBMITTED FOR: Governance Planning

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

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 – 2023

To Be Scheduled

- Board Retreat

To Be Scheduled

- Organized Markets Workshop

Governance Planning Calendar – 2023

March 21, 2023

Morning Session:

- Community Engagement
- Legislative
- Connect Up Quarterly Update
- ~~Post 2028 Update (moved to April 4)~~
- Chic-fil-A, Inc. Easement
- Juneteenth as a District Paid Holiday
- 2022 Safety Recap
- Hay Canyon Wind Contract Amendment

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property – 2nd Quarter
- ~~Monitoring Report:~~
→ ~~4th Quarter 2022 Financial Conditions and Activities Monitoring Report (moved to April 4)~~
- Governance Planning Calendar

Governance Planning Calendar – 2023

April 4, 2023

Morning Session:

- Media
- Post 2028 Update
-

Afternoon Session:

- Public Hearing and Action:
→ Chick-fil-A, Inc. Easement
- Monitoring Report:
→ 4th Quarter 2022 Financial Conditions and
Activities Monitoring Report
- Governance Planning Calendar

April 18, 2023

Morning Session:

- Community Engagement
- Energy Risk Management Report
- Water Supply Update
- 2022 Financial Audit Report
- Compensation Philosophy and Structure
- C&I Time of Day Pilot Extension

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2023

April 22, 2023

Special Meeting:

- Energy Block Party

Governance Planning Calendar – 2023

May 9, 2023

Morning Session:

- Media
- Financial Swap Program Update

Afternoon Session:

- Monitoring Report:
→ 1st Quarter 2023 Financial Conditions and Activities Monitoring Report
- **Public Hearing and Action:**
→ **C&I Time of Day Pilot Extension**
- 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
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

Holiday

#

Commission Meetings

For Planning Purposes Only and Subject to Change at any Time