

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

March 5, 2024

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

Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link
https://us06web.zoom.us/j/84119488955?pwd=Jw3vLcUH_gmayQ4-uaNSKe86YQMUUpQ.xmaLojmJPh_YQDpr
- Dial in: (253) 215-8782
- Meeting ID: 841 1948 8955
- Passcode: 388651

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. [Media](#)
 - 2. [Legislative](#)
 - 3. Other
- B. [Surplus and Sale of a Portion of Property to the City of Lake Stevens](#)
- C. [Surplus and Disposal of a Mobile Home Located on District Property](#)

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

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

2. COMMENTS FROM THE PUBLIC

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

3. CONSENT AGENDA

- A. [Approval of Minutes for the Regular Meeting of February 20, 2024, and the Special Meeting of February 23, 2024](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

Continued →

4. PUBLIC HEARING AND ACTION

- A. [Consideration of a Resolution Amending the District’s Retail Electric and Street Lighting Service Rate Schedules](#)
- B. [Consideration of a Resolution Declaring Certain Property Interests Over a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Mountlake Terrace, Snohomish County, Washington, to be Surplus and Authorizing the Manager, Real Estate Services, to Execute a Recreational Trail Easement in Favor of the City of Mountlake Terrace](#)
- C. [Consideration of a Resolution Declaring Certain Property Interests Over a Portion of Certain District Real Property \(Tax Parcel No. 31051800300600\) Situated in Snohomish County, Washington, to be Surplus and Authorizing Granting of an Easement in Favor of Zayo Group, LLC.](#)

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

6. COMMISSION BUSINESS

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [January 2024 District Performance Dashboard](#)

7. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)

ADJOURNMENT

March 6 - 7, 2024:

Public Power Council (PPC) Meetings – Portland, OR

March 8, 2024:

Pacific Northwest Utilities Conference Committee (PNUCC) Meeting (Virtual)

The next scheduled regular meeting is March 19, 2024

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 5, 2024

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



SNOHOMISH
PUD

Energizing Life In Our Communities

Media Report

Aaron Swaney, Lead Communications Specialist

March 5, 2024



Media Coverage

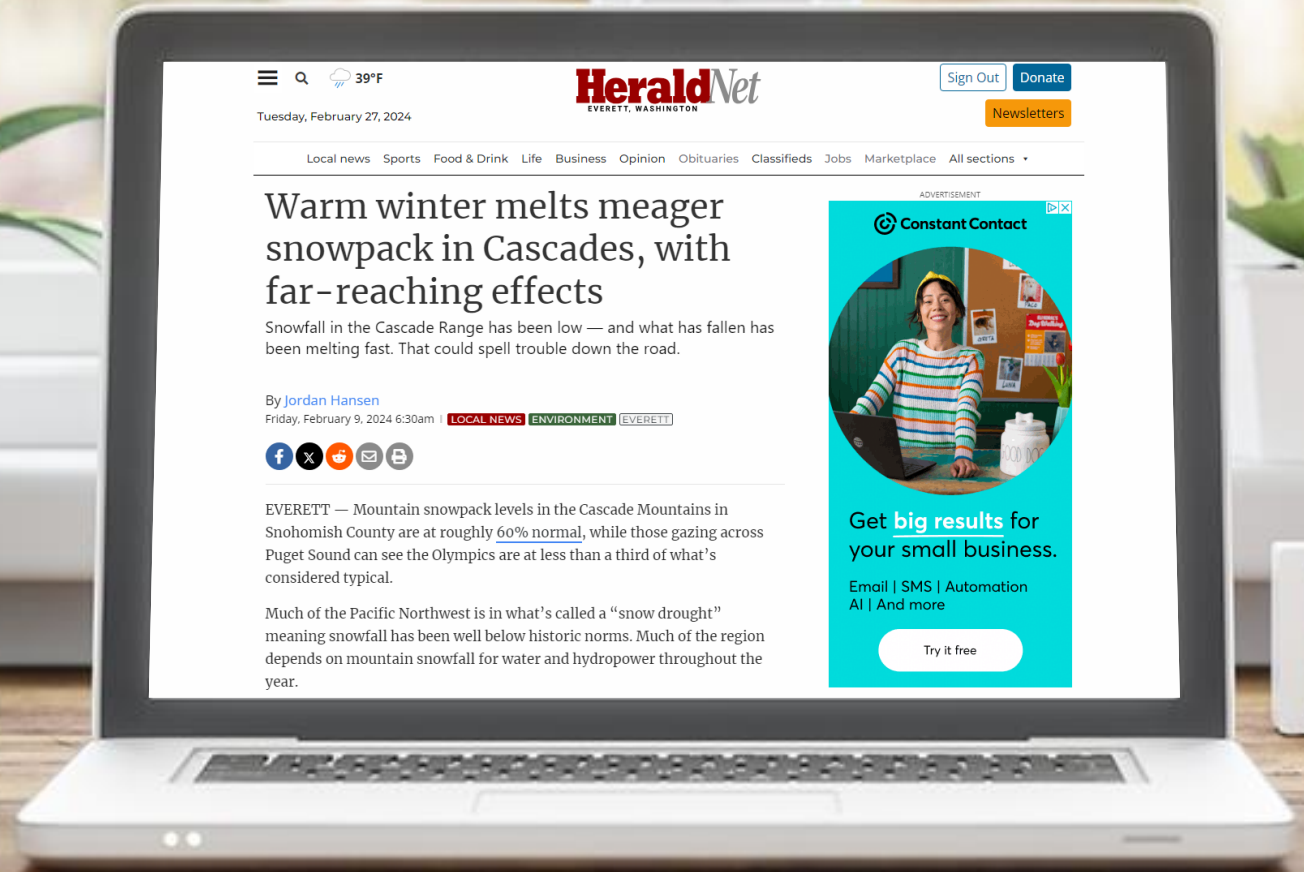
SNOHOMISH
PUD
Energizing Life In Our Communities

MEDIA COVERAGE

Story on meager snowpack

Herald interviewed Scott Spahr,
PUD Manager Generation
Engineering, about the
importance of snowpack

Described Spada Lake as a big
battery to store energy to use in
summer

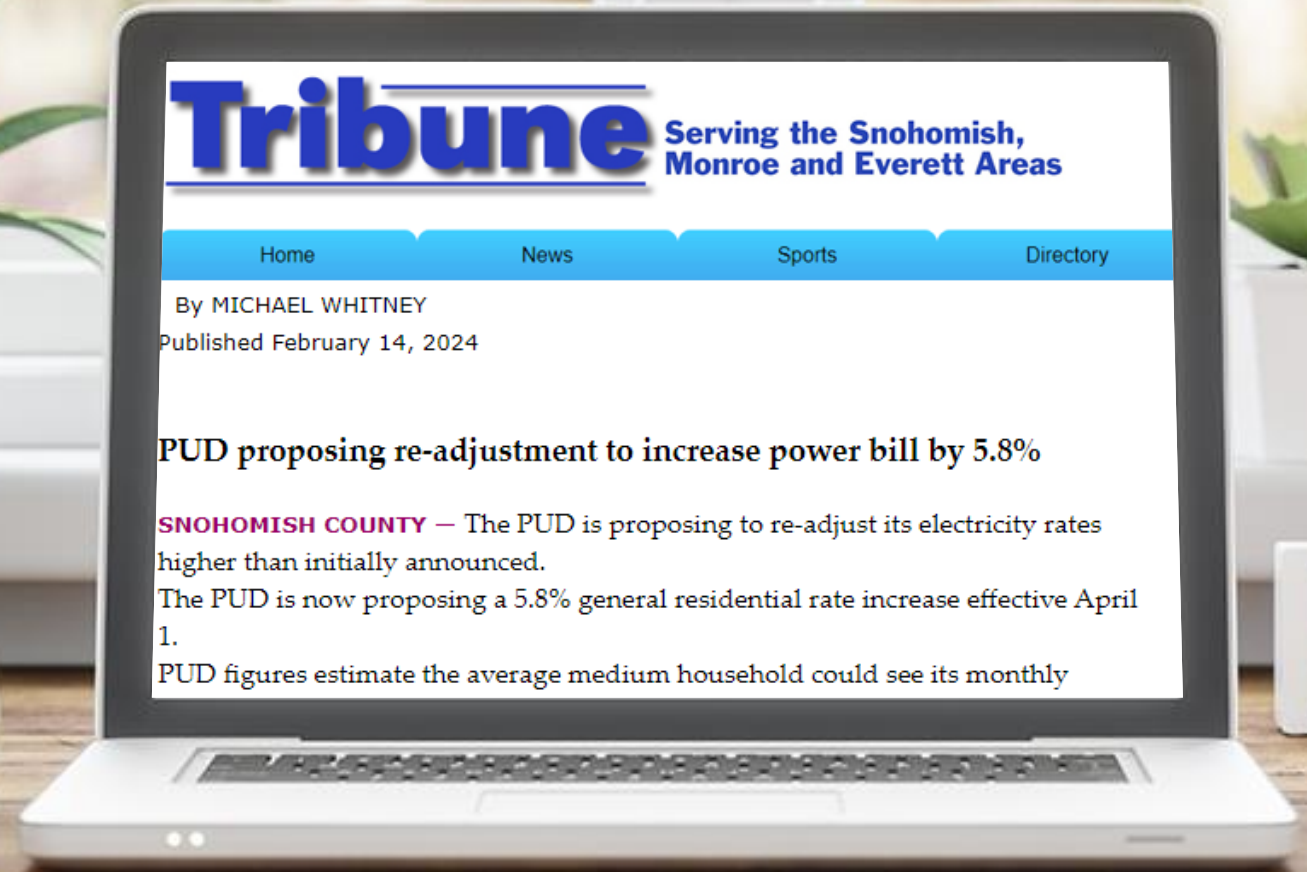


MEDIA COVERAGE

Revenue Adjustment Proposal

Snohomish Tribune story

Mentioned in February e-Wire
that went to 280,000 customers
on February 15, 2024



Additional Media Coverage

Everett-Delta Line

Herald story outlines effort and alternative route options

My Everett News covered open house

Wild Weather

Snow, wind bring outages and coverage from Herald, Seattle Times and multiple TV stations in late February

Misc. Stories

Mountlake Terrace approves Interurban Trail Easement Agreement

February Herald column: New and improved outage map keeps PUD customers informed



Publications

SNOHOMISH
PUD
Energizing Life In Our Communities

PUBLICATION

City Publications

- PUD highlighted in City of Snohomish and City of Lynnwood publications
- Snohomish: Connect Up and SnoSMART
- Lynnwood: Outage reporting tools

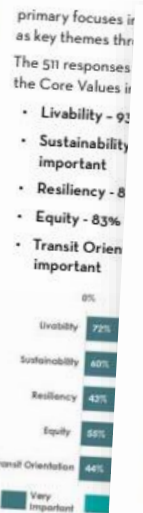


Imagine Lynnwood

The Development & Business Services Department (DBS) continues to work on the 2024 Comprehensive Plan Update and City Center + Alderwood (CC+A) Plan. These two projects establish the goals and policies of the City to improve the quality of life, transportation, parks, and so much more. We want to maintain and improve the quality of life for everyone that lives, works, and plays in our City.

The 2024 Comprehensive Plan is the City's long-term strategy for growth, infrastructure, and services. This update will envision the city's future for the next 20 years. The plan was previously updated in 2015, and since then much has changed around the city. This plan will provide the City with a roadmap to guide future decisions.

Core Values
Equity, Sustainability, Resiliency, Transit Orientation, and Livability are the Core Values that have been identified to be



New Tools to Shed Light on Your Power Outage

We strive to bring you reliable power. This includes prepping all year for storm season, trimming trees, improving infrastructure and enhancing outage communications.

We hope you don't lose power, but if you do, you can now sign up for text updates when you report it. Here's how:

- Online: go to outagemap.snopud.com and click the text update box.
- Dial in: Call 425-783-1001 and opt in to text updates when prompted.

Snohomish County PUD
PUBLIC UTILITY DISTRICT NO. 1

The City Center + Alderwood (CC+A) Plan is the City's long-term strategy for growth, infrastructure, and services. This update will envision the city's future for the next 20 years. The plan was previously updated in 2015, and since then much has changed around the city. This plan will provide the City with a roadmap to guide future decisions.

Traits of Downtown
From our Big Ideas Month and Imagine Lynnwood surveys, we heard feedback from the community about the types of traits they want to see in our downtown area. Walkability was shown in survey responses as being the most important trait of a downtown, with second most important still welcome feedback. Discussions take place to envision for the future.

COMMUNITY SPOTLIGHT



Community Spotlight: The Snohomish PUD
FROM OUR PARTNERS AT THE SNOHOMISH PUD

The Snohomish PUD is dedicated to becoming your utility of the future. Achieving this means investing in infrastructure today that allows us to overcome challenges and seize opportunities in the future.

The PUD currently delivers approximately 97% carbon-free energy to homes and businesses in our service territory. We plan to be 100% carbon-free by 2030. We're anticipating that population growth and increased electrification of the transportation and building sectors will result in the demand for electricity to grow in the coming years.

We're taking steps to prepare by investing in technology that will strengthen our grid and empower customers to take more control of their energy usage. Currently we are making great progress on two significant projects: Connect Up and SnoSMART.

Connect Up Empowers Customers
The PUD is in the process of exchanging 380,000 electrical meters through the Connect Up program, a multi-year infrastructure and technology improvement project. The new metering infrastructure and technology are key to enabling the PUD to better serve its customers/owners in the future.

The benefits of the Connect Up Program include detailed customer

information and improved tools to better manage their account, more efficient outage restoration and improved reliability, access to rate designs to better meet customer needs and preferences, and increased energy efficiency/conservation options and renewable energy integration.

The PUD anticipates that, depending on supply chain issues, most customers in Snohomish will receive their new meters in 2025. Visit snopud.com/connectup to learn more.

SnoSMART Makes Important Investments in the Grid
The PUD's SnoSMART (Secure Modern Automated and Reliable Technology) Project will make important investments in our grid that will allow grid operators to improve the PUD's system reliability and energy resilience while mitigating wildfire risk and decreasing the energy burden for all PUD customers.

This \$60 million infrastructure and software project will deploy hundreds of wireless-connected smart grid devices to the PUD's distribution grid. The PUD has received \$30 million in funding through the Department of Energy's GRIP (Grid Resilience and Innovation Partnerships) grant, which will accelerate the implementation of these advancements from 20 years to only 5 years. This will allow the PUD to make a

truly generational leap forward.

Upon completion, SnoSMART will reduce the energy burden for all PUD customers and help prevent wildfire smoke exposure throughout the region. The project will leverage existing partnerships with tribes, regulatory agencies, local governments, and labor to enhance community and grid resiliency and support safe, healthy, sustainable, and equitable communities.

This project will accomplish these objectives by:

- Replacing fire-causing expulsion fuses in highest risk areas
- Installing hundreds of wireless smart grid devices to improve grid reliability
- Upgrading aging software and technology systems to enable a more efficient grid

These are just two of the projects that your PUD is working on to prepare for the future. The PUD is also investing in battery energy storage technology, maintenance of our current infrastructure, and innovative programs to help all customers conserve energy at their home or business. Your voice is important to the PUD as it plans for the future, visit snopud.com to find out more about how you can get involved with your utility.

PUBLICATION

Award Winning Photos

PUD Photographer
Krysta Rasmussen took
home two third place
awards in the Department
of Energy's Make a Splash
photo contest





2024 Legislative Session

Key Legislation Report
March 5, 2024

Ryan Collins
State Government & External Affairs Specialist III



Purpose

Provide an update on Key State Legislation



Key Legislation Overview

	House of Origin			Opposite House			House of Origin Concurrence	Governor Signature
	Policy Cutoff (1/31)	Fiscal Cutoff (2/5)	Floor Vote (2/13)	Policy Cutoff (2/21)	Fiscal Cutoff (2/26)	Floor Vote (3/1)	Floor Vote (3/7)	
GHG Disclosure Repeal HB 1955	✓	✓	✓	✓	✓	✓	✓	
PSE Decarbonization HB 1589	✓	✓	✓	✓	✓			
Solar Consumer Protections HB 2156	✓	✓	✓	✓	✓	✓	✓	
CCA Linkage SB 6058	✓	✓	✓	✓	✓	✓		
3rd Party Navigator** HB 1391	✓	✓	✓	✓	✗			
CCA Tax Exemption HB 2199	✓	✓	✓	✓	✓			

** Could be categorized as Necessary to Implement the Budget (NTIB) and be revived.

HB 1955 – Repealing the Greenhouse Gas Content Disclosure Provision

GHG Disclosure Repeal

Snohomish PUD Position

Support

Impacts to Snohomish PUD

Currently the PUD is required to report GHG emissions under both CETA and the CCA. This legislation would eliminate the duplicate reporting.

Bill Summary

No new changes have been made to the legislation since the last Key Legislation update

- The legislation would repeal the Clean Energy Transformation Act (CETA) Greenhouse Gas (GHG) content calculation and reporting requirement for electric utilities.
- This comes at the request of the Department of Commerce (Commerce) and was spurred by the agency’s CETA interim assessment.
- Commerce concluded the CETA and Climate Commitment Act (CCA) requirements were duplicative.

Commission Update 03/05/2024

- Voted off the Senate floor on February 28. (yeas 49: nays 0)
- Not amended in opposite chamber, therefore no need for a concurrence vote.
- **The bill is pending delivery to the governor for his consideration.**

Commission Update 02/20/2024

- Received a [public hearing](#) in the Senate Environment, Energy & Technology Committee on February 14.
- The PUD signed-in support of the proposal during public testimony on February 14.

Commission Update 02/06/2024

- Voted off the House floor on January 29. (yeas 96 ; nays 0)
- Referred to the Senate Environment, Energy and Technology Committee.



HB 1589 – Supporting Washington’s Clean Energy Economy and Transitioning to a Clean, Affordable, and Reliable Energy Future

PSE Decarbonization

Snohomish PUD Position

Neutral

Impacts to Snohomish PUD

Government Relations is reviewing the bill to understand how this may impact PUD operations.

Provisions in the bill have been included that would minimize the impact to the PUD. Several factors are still unknown, however if PSE phased out natural gas, the PUD would have opportunities to control the transition of dual-service gas customer and address potential timeline challenges that might arise.

Bill Summary

No new changes have been made to the legislation since the last Key Legislation update

- Puget Sound Energy (PSE), the state’s largest investor-owned utility, is pursuing a proactive legislative approach that would outline their path to ease out of the retail natural gas business.
- The bill would give the Utilities and Transportation Commission (UTC) the authority to consolidate PSE’s planning requirements for both gas and electric operations into a single Integrated System Plan (ISP).
- The legislation no longer prohibits PSE from supplying natural gas but restricts incentives for gas customers.
- The amendment restructures the ISP process PSE must adhere to, lengthens timelines, and modifies the financial framework for how PSE can evaluate the costs of decarbonization while requiring PSE to certify a need for ownership of any new non-emitting generation.
- The amendment also includes a provision that requires PSE to coordinate with Consumer Owned Utilities (COUs) in dual service areas, should plans for service change.

Commission Update 03/05/2024

- The bill is on third reading on the Senate floor and could be voted on at any time.

Commission Update 02/20/2024

- The House bill will be the vehicle for this policy. As such, the Senate bill will no longer advance.
- The bill was amended and voted out of the Senate Environment, Energy & Technology Committee on February 16.

Commission Update 02/06/2024

- Voted off the House floor on January 22. (yeas 52; nays 44)
- Received a public hearing in the Senate Environment, Energy and Technology Committee on January 31.



SHB 2156 – Providing Solar Consumer Protections

Solar Consumer Protections

Snohomish PUD Position

Support

Impacts to Snohomish PUD

Would require standardized solar installer contracts and formalize rules dictating interconnection approval, which should decrease the opportunity for miscommunication between the PUD, our customers, and solar installers.

Bill Summary

No new changes have been made to the legislation since the last Key Legislation update

- The legislation would require all solar installers in Washington State to be licensed as an electrical contractor if they sell or install solar energy systems that cost more than \$1,000.
- Would require solar installers selling or installing solar energy systems over \$1,000 to use a standardized solar energy installation contract with customers.
- Details provisions, notices, and disclosures that must be included in a solar installation contract.
- Would create private rights of action by solar customers under the Consumer Protection Act.
- The Department of Commerce held robust stakeholder discussions in advance the legislative session that informed specifics of the bill.

Commission Update 03/05/2024

- The House bill will be the vehicle for this policy. As such, the Senate bill will no longer advance.
- Voted off the Senate floor on February 27. (yeas 49; nays 0)
- **Not amended in opposite chamber, therefore no need for a concurrence vote.**
- **The bill is pending delivery to the governor for his consideration.**

Commission Update 02/20/2024

- Voted off the Senate floor on February 7. (yeas 48; nays 0)
- Voted off the House floor on February 8. (yeas 96; nays 0)
- The bill was voted out of the Senate Labor and Commerce Committee on February 15.

Commission Update 02/06/2024

- Referred to the House Rules Committee and is awaiting floor consideration.



E2SSB 6058 – Facilitating Linkage of Washington’s Carbon Markets with the California-Quebec carbon Market

CCA Linkage

Snohomish PUD Position

Support

Impacts to Snohomish PUD

The legislation would impact the PUD’s generation planning, how we engage in organized markets outside of Washington, and modify how we comply with certain Climate Commitment Act (CCA) requirements.

Added language would increase the likelihood that BPA opts into the CCA, reducing the compliance cost for unspecified resources sold to the PUD.

Bill Summary

- The legislation would allow the Department of Ecology to pursue linking the state’s carbon market with California and Québec.
- The bill is technical and would modify the definitions and policies related to out-of-state electricity imports, market participation, compliance instruments, and authorize Ecology to establish Greenhouse Gas (GHG) emission reporting requirements.
- The bill allows the Department of Ecology to modify the length of CCA compliance periods to align with the other jurisdictions.
- The bill would remove roadblocks preventing a federal power marketing administration (e.g., BPA) from voluntarily participating in the CCA, adds a definition for “wheeled electricity” and clarifies that unspecified electricity purchased from a federal marketing entity is only covered by the program if the total amount of electricity exceeds 25,000 tons.
- **A new amendment specifies Ecology should use existing reporting requirements for small utilities whenever possible.**

Commission Update 03/05/2024

- Amended and **voted out** of the House Appropriations Committee on February 26.
- Voted off the House floor on February 29 (yeas 57: nays 39)
- Amended in opposite chamber, therefore will need a concurrence vote.

Commission Update 02/20/2024

- Amended and **voted out** of the Senate Ways and Means Committee on February 5.
- Amended and **voted out** of the House Appropriations Committee on February 5
- Amended and voted off the Senate floor on February 12. (yeas 29; nays 20)
- The Senate bill will be the vehicle for this policy. As such, the House bill will no longer advance.

Commission Update 02/06/2024

- The Senate version received a **public hearing** on February 2.



HB 1391 – Concerning Energy in Buildings (DEAD)

Third Party Navigator

Snohomish PUD Position

Support

Impacts to Snohomish PUD

The legislation would benefit PUD customers interested in upgrading and/or retrofitting their buildings with improved energy efficiency appliances.

Bill Summary

No new changes have been made to the legislation since the last Key Legislation update

- The legislation would direct the Department of Commerce (Commerce) to contract with an administrator to establish a Statewide Building Energy Upgrade Navigator Program.
- The program would provide community outreach to residents and help clarify eligibility for building owners, renters, and owners of commercial buildings under 20,000 square feet.

Commission Update 02/20/2024

- Voted off the House floor on February 8. (yeas 58; nays 39)
- Referred to the Senate Environment, Energy and Technology Committee.

Commission Update 02/06/2024

- Remains at its previous status in the House Rules Committee awaiting floor consideration.

Commission Update 01/23/2024

- Reintroduced at the beginning of the 2024 session and remains at its current status in the House Rules Committee for floor consideration.



EHB 2199 – Creating Business and Occupation and Public Utility Tax Exemptions for Certain Amounts Received...

CCA Tax Exemption

Snohomish PUD Position

Support

Impacts to Snohomish PUD

The legislation would benefit the PUD by removing an unintended tax on the consignment or sale of Climate Commitment Act (CCA) no-cost allowances provided to the PUD under the law.

Bill Summary

No new changes have been made to the legislation since the last Key Legislation update

- The bill would create a Business and Occupation (B&O) tax and a Public Utility Tax (PUT) exemption for the sale or transfer of allowances under the CCA.
- The Department of Revenue determined that the sale, transfer, and consignment of no-cost allowances in CCA auctions were subject to the state’s B&O and PUT, which was not in line with the CCA’s legislative intent.
- The adopted floor amendment narrowed the eligibility of the tax exemption to entities that are required to participate in CCA allowance markets.

Commission Update 03/05/2024

- Amended and **voted out** of the Senate Ways and Means Committee on February 26.
- The bill is on third reading on the Senate floor and could be voted on at any time.

Commission Update 02/20/2024

- Amended and voted off the House floor on February 9. (yeas 97; nays 0)
- Received a **public hearing** in the Senate Environment, Energy, and Technology Committee on February 16.
- The PUD signed-in support during public testimony on February 16.

Commission Update 02/06/2024

- **Voted out** of the House Finance Committee on January 30.





Surplus and Sale of a Portion of District Property to the City of Lake Stevens

Maureen Barnes, Manager Real Estate Services
Brant Wood, Assistant General Manager Water Utility
March 5, 2024

Property Acquisition Presentation

- 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 the sale of the property to the City of Lake Stevens.
 - Answer any questions regarding the transaction.
 - Staff is looking to return for the March 19, 2024, Commission meeting to hold a Public Hearing and vote via Resolution.

Subject Property - Background

- In 2020, the City of Lake Stevens (City) began discussions with Water for a slope easement to accommodate upgrades to 20th St SE and the extension of 91st Ave SE.
- During discussions it was clear that a slope easement was going to utilize a substantial amount of property due to the land elevation and topography of the site.
- Extensive retaining walls were needed on 3-sides (north, east and south) which increased the easement footprint.
- Additionally, the current pump station (East Hewitt) was built in the 1960's and was nearing the end of its useful life.



Original East Hewitt Pump Station - 2019

Subject Property – Background, Cont.

- During ongoing meetings, the District proposed an alternate plan, which was considered a win-win for both the District and the City.
- The District would abandon its aging East Hewitt pump station in advance of construction and allow the City's contractor to demolish the facility giving them room to construct the necessary road improvements.
- The City would build the retaining walls, leaving a large flat area for road improvements and a building pad for a future pump station to be constructed in 2029, along with the following improvements:
 - Fully fenced, building pad, electrical conduits, new water meter vault and piping to the City of Everett's taps on their #2 and #3 transmission water lines.
- This led to more efficient construction staging and lower construction costs for the City, and improved access for the District.
- Once work was completed in 2022, the City transferred the new facilities to the District via a Bill of Sale.



New East Hewitt Pump Station Building pad at 20th St SE and the new 91st Ave SE

Property Details

- The parcel consists of 0.25 acre and was initially acquired in the 1960's.
- The property to be purchased by the City is 2,300 SF +/-.
- The City will pay \$13,834 for the acquisition, this constitutes a reduction of \$18,166, which is the in-kind valuation of a portion of the improvements made by the City on behalf of the District.
- An appraisal was completed, and valuation reflects both the cash offer and in-kind amounts.





WSP
EAST HEWITT
PUMP STATION
8050 20TH ST SE
WWW.TYLERENGINEERING.COM 425.207.1988

9050

20th

Next Steps

- District staff, including our Legal Department, have reviewed and approved this request.
- Real Estate Services also recommends approving this request.
- March 19, 2024, a Public Hearing will be held, and Commissioner's will vote on this Resolution.
- If vote is favorable, we will execute a purchase and sale agreement with the City and expect to close the transaction within 30-days.

Any
Questions

Surplus and Disposal of a Mobile Home Located on District Property



Maureen Barnes, Manager Real Estate Services

March 5, 2024

Previous presentations: November 7, 2023, and November 21, 2023

- The purpose of this presentation is to:
 - Inform the Board of our intent to declare surplus a mobile home located on District property and allow the removal and disposal of this structure.
- This transaction will be before the Commission for approval by resolution at the March 19, 2024, Commission meeting.



Sultan Property Purchase – Background

- November 2023, Commission granted approval to purchase approximately 3-acres along the Sultan River.
- Included in the sale was a mobile home, circa 1976, which is no longer habitable, is very close to the river and needs to be removed.
- During our November 7, 2023, presentation we broached this subject, yet the removal was not stated in Resolution 6154 approving the purchase of the property.
- As the mobile home is considered permanently attached to the property, we felt it prudent to have this asset declared surplus to the current and future needs of the District.



Sultan Property Purchase - Location



Mobile Home – Due Diligence

- Currently the mobile home has had the locks changed and windows and doors secured against unauthorized entry.
- Due to the age of the mobile home, we will have testing done to ensure no toxins are present.
- The septic tank will be decommissioned.
- All needed permits will be obtained.
- Fees for removal will be paid through the Habitat Enhancement Account which was approved by the Aquatic Resource Committee (ARC) who also approved the purchase of the site and the future enhancements.
- The Facilities Department is managing the permitting, removal and disposal.



Next Steps

- Seek approval by the Commission at the March 19, 2024, meeting via a public hearing and resolution to approve the removal and disposal of the mobile home.
- District legal staff have reviewed this request and recommend the action.
- Real Estate Services, Natural Resources and Facilities also recommend approval.



Questions?



EXECUTIVE SESSION

Tuesday, March 5, 2024

Discussion of Current or Potential Litigation - Approximately 30 Minutes

COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

Agenda Item: 3A

TITLE

Approval of the Minutes for the Regular Meeting of February 20, 2024, and the Special Meeting of February 23, 2024

SUBMITTED FOR: Consent Agenda

Commission Allison Morrison 8037

Department Contact Extension

Date of Previous Briefing: _____

Estimated Expenditure: _____ Presentation Planned

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, 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

February 20, 2024

The Regular Meeting was convened by President Sidney Logan at 9:00 a.m. Those attending were Tanya Olson, Vice-President; Rebecca Wolfe, Secretary; CEO/General Manager John Haarlow; General Counsel Colin Willenbrock; Assistant General Managers Guy Payne, Brant Wood, and Jason Zyskowski; Acting Assistant General Manager Shauna Boser; Chief Financial Officer Scott Jones; Chief Information Officer Kristi Sterling; other District staff; members of the public; Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

*** Items Taken Out of Order**

****Non-Agenda Items**

Changes to the agenda were made as follows: Add item 1A2 Other “At Places” Everett to Delta 115kV Transmission Line.

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Legislative. Senior State Government & External Affairs Manager Ryan Collins provided a report on Key Legislation and responded to the Board’s questions on the report.
2. Other. Everett to Delta 115kV Transmission Line

Manager Transmission and Standards Engineering Andra Flaherty provided a presentation at places, by reference made a part of the packet on the proposed 115kV transmission line routes in the City of Everett. Included in the presentation were the public outreach timeline and customer concerns.

The next steps would be cost estimates for the various transmission line routes, selection of the preferred route and discussion with stakeholders regarding the chosen route. The estimated selection of the route would be August of 2024.

B. City of Mountlake Terrace Recreational Trail Easement

Manager Real Estate Services Maureen Barnes informed the Board of a proposed 25-year Interurban Trail Easement with the City of Mountlake Terrace. The presentation included the Interurban Trail background and terms of the proposed easement.

The next step would be a Public Hearing and Action at the March 5, 2024, Commission meeting.

C. Surplus and Sale of an Easement to Zayo Group, LLC.

Manager Real Estate Services Maureen Barnes provided a presentation requesting to declare surplus a portion of District owned land in the City of Arlington and allow execution of an easement with Zayo Group, LLC.

The next step would be a Public Hearing and Action at the March 5, 2024, Commission meeting.

The meeting recessed at 10:09 a.m. and reconvened at 10:15 a.m.

D. East County Community Office Property Purchase

Principal Engineer Doug Wilson presented updated information regarding the East County Community Property Purchase. Project benefits for both the District and the Community were discussed and the terms of the possible development agreement.

The next steps would be to continue the feasibility studies, a draft development agreement, and then return to the Board in the summer of 2024 with a presentation and consideration of approval of the development agreement and property purchase.

E. City of Everett Interurban Recreational Trail Easement Extension

Manager Real Estate Services Maureen Barnes updated the Board on the need for a 3-month extension, to expire on May 31, 2024, with the City of Everett.

The next step would be consideration of a resolution at the afternoon session of the February 20, 2024, Commission meeting.

F. District Cash and Financial Reserves

Chief Financial Officer Scott Jones brought to the Board information concerning the financial impacts of the January 2024 severe weather incident and an overview of District Reserves and Current Funds. The reserve overview focused on the Electric System's Operation and Contingency Reserve Categories and within those two categories debt management and rate stabilization were discussed.

The next steps would be an updated look at risk exposure and the cash reserve strategy, returning to the Board with an update in August or September of 2024.

G. Strategic Plan Quarterly Update

Senior Program Manager Laura Lemke provided a quarterly update on the District's Strategic Plan which included information on current implementation progress, establishing our key performance metrics, and the 2023 achievements.

The next steps would be a written report to the Board on May 21, 2024, a Year-to-Date presentation at the August 20, 2024, Commission meeting, and a written report on November 19, 2024, to the Board.

EXECUTIVE SESSION

The Regular Meeting recessed at 11:25 a.m. and reconvened at 11:30 a.m. into Executive Session to discuss current or potential litigation, under the terms set forth in the Open Public Meetings Act. It was anticipated the Executive Session would last approximately 35 minutes, with no public announcements. Those in attendance were Commissioners Sidney Logan, Tanya Olson, and Rebecca Wolfe; CEO/General Manager John Haarlow; General Counsel Colin Willenbrock; and Clerk of the Board Allison Morrison. The Regular Meeting recessed immediately upon conclusion of the Executive Session at 11:49 a.m.

RECONVENE REGULAR MEETING

The Regular Meeting was reconvened by President Sidney Logan at 1:30 p.m. Those attending were Tanya Olson, Vice-President; Rebecca Wolfe, Secretary; CEO/General Manager John Haarlow; General Counsel Colin Willenbrock; Assistant General Managers Guy Payne, Brant Wood, and Jason Zyskowski; Acting Assistant General Manager Shauna Boser; Chief Financial Officer Scott Jones; Chief Information Officer Kristi Sterling; other District staff; members of the public; Commission & Executive Services Director Melissa Collins (virtually); 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**

Changes to the agenda were made as follows: Add item 04A.02 “At Places” an additional slide, page 4, to the 2024 Budget General Electric Revenue Adjustment.

2. COMMENTS FROM THE PUBLIC

The following public provided comments:

- Hans Dunshee, Snohomish, WA

3. CONSENT AGENDA

- A. Approval of Minutes for the Regular Meeting of February 6, 2024
- B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations:
Request for Proposal No. 24-1438-SC with Davey Tree Surgery Company

Formal Bid Award Recommendations \$120,000 and Over:
Request for Quotation No. 23-1426-BP with Tyndale Company, Incorporated
Professional Services Contract Award Recommendations \$200,000 and Over:
None
Miscellaneous Contract Award Recommendations \$200,000 and Over:
None
Interlocal Agreements and Cooperative Purchase Recommendations:
Contracts:
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:
Miscellaneous No. 76794 with Automatic Data Processing, Inc.
Contract Acceptance Recommendations:
Public Works Contract No. CW2252144 with K & D Services, Inc.

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

A motion unanimously passed approving Agenda Items 3A – Approval of Minutes for the Regular Meeting of February 6, 2024; 3B – Bid Awards, Professional Services Contracts and Amendments; and 3C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers.

4. PUBLIC HEARING

A. 2024 Budget General Electric Revenue Adjustment

President Logan opened the public hearing.

Senior Manager Rates, Economic and Energy Risk Management Peter Dauenhauer, Economist Christina Leinneweber, and Chief Financial Officer Scott Jones provided an updated briefing on the proposed 2024 Budget General Electric Revenue Adjustment. The briefing included information on the 2024 budget and recent events, rate design approach, proposed adjustments, and comparisons.

There were no comments from the Board or the public, the public hearing was continued.

A motion unanimously passed continuing the public hearing on the 2024 Budget General Electric Revenue Adjustment to Tuesday, March 5, 2024, at 1:30 p.m. at 2320 California Street in Everett, WA.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consideration of a Resolution Authorizing the Manager, Real Estate Services, to Execute all Necessary Documents to Purchase Certain Real Property (Tax Parcel Number 27051300200200) With an Address of 8520 180th Street SE, Snohomish, Washington, as the Future Location of a 115kV Ring Bus and Other District Facilities, and Recognizing the Current Structures on the Property are Surplus to the Needs of the District

A motion unanimously passed approving Resolution No. 6165 authorizing the Manager, Real Estate Services, to execute all necessary documents to purchase certain real property (Tax Parcel Number 27051300200200) with an address of 8520 180th Street SE, Snohomish, Washington, as the future location of a 115kV ring bus and other District facilities, and recognizing the current structures on the property are surplus to the needs of the District.

- B Consideration of a Resolution Authorizing the Manager, Real Estate Services, to Execute an Easement Amendment of an Easement Previously Granted by the District in Favor of the City of Everett That Allows the City to Operate, Repair, and Maintain a Recreational Trail in a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Everett, Snohomish County, Washington

A motion unanimously passed approving Resolution No. 6166 authorizing the Manager, Real Estate Services, to execute an easement amendment of an easement previously granted by the District in favor of the City of Everett that allows the City to operate, repair, and maintain a recreational trail in a portion of the power line corridor property of the District commonly known as the PNT Right-of-Way located in the City of Everett, Snohomish County, Washington.

6. CEO/GENERAL MANAGER REPORT

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

7. COMMISSION BUSINESS

- A. Commission Reports

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

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

C. December 2023 District Performance Dashboard

There were no questions on the December 2023 District Performance Dashboard.

D. 2023 Treasury, Budget, Forecast, and Project Status Report – Final Results

There were no questions on the 2023 Treasury, Budget, Forecast, and Project Status Report.

8. GOVERNANCE PLANNING

A. Governance Planning Calendar

There were no changes to the Governance Planning Calendar.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of February 20, 2024, adjourned at 2:23 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 5th day of March, 2024.

Secretary

President

Vice President

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Special Meeting

February 23, 2024

The Special Meeting was convened by President Sidney Logan at 10:12 a.m. at the North County Site located at 17601 59th Ave NE, Arlington, Washington. Those attending were Rebecca Wolfe, Secretary; Assistant General Manager Jason Zyskowski; Manager Facilities Planning & Engineering Jessica Raab Holmgren; Principal Architect Mark Curfman; Principal Engineer Doug Wilson; Principal Architect Jeff Sellentin; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

NORTH COUNTY SITE VISIT

President Sidney Logan and Secretary Rebecca Wolfe toured the North County Site in Arlington, Washington, with District staff.

ADJOURNMENT

The Special Meeting of February 23, 2024, adjourned at 11:45 a.m.

Approved this 5th day of March, 2024.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

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 (Page 1);
Professional Services Contract No. CW2254437 with Hargis Engineers, Inc.

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

Interlocal Agreements and Cooperative Purchase Recommendations (Page 2);
Contracts:
Purchase Order No. 4500089864 with Global Rental Company
Amendments:
None

Sole Source Purchase Recommendations;
None

Emergency Declarations, Purchases and Public Works Contracts;
None

Purchases Involving Special Facilities or Market Condition Recommendations;
None

Formal Bid and Contract Amendments (Pages 3 – 6);
Professional Services Contract No. CW2242537 with Robert Half International Inc. dba
Accountemps
Miscellaneous No. 76646 with Origami Risk LLC
Miscellaneous No. CW2251037 with Total Landscape Corporation

Contract Acceptance Recommendations (Page 7);
Public Works Contract No. CW2252107 with Interwest Construction, Inc.

List Attachments:
March 5, 2024 Report

**Professional Services Contract Award Recommendation(s) \$200,000 And Over
March 5, 2024**

PSC No. CW2254437

Redesign of the Electric Building
North Tower Mechanical Room
and HVAC Equipment

No. of Bids Solicited:	3
No. of Bids Received:	3
Project Leader & Phone No.:	Shawn Wiggins Ext. 1916
Contract Term:	NTP – 12/31/25

District requires engineering services for redesign of the Electric Building North Tower mechanical room and HVAC equipment including but not limited to replacement chillers, hot water heater, chemical pumps, storage tanks, pumps, motors, piping, valving, hardware, electric power and controls.

	<u>Consultant</u>	<u>Not-to-Exceed Amount (tax n/a)</u>
Award To:	Hargis Engineers, Inc.	\$242,000.00

Summary Statement: The Electric Building was built in three phases from the 1950’s to the 1990’s. The mechanical equipment in the north tower has been in use since the late 1960’s and is past the end of its useful life. To keep the Electric Building operational for use, the Facilities Department sees the need to replace a significant portion of the HVAC equipment in the basement mechanical room.

The North Tower mechanical room currently holds hot water boilers for heating of the third and fourth floors and water-to-water chillers for cooling of the entire north tower. Rather than a like-for-like exchange of equipment, it was determined that there are more modern and efficient systems available, and that a redesign was merited.

The Facilities team reviewed the three mechanical engineering firms who responded to SOQ No. 10099. Hargis Engineers and Glumac were found to have projects most similar to the proposed project at the Electric Building. These two companies were evaluated for their experience in the public sector and for their work of similar scope to the mechanical replacement project. After review, it was determined that Hargis Engineers is the most qualified firm to handle the redesign of the Electric Building North Tower Mechanical Room HVAC system.

Cooperative Purchase Recommendations

March 5, 2024

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

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

CONTRACTS:

Awarded Vendor: Global Rental Company \$232,202.00

PO 4500089864

Sourcewell 062320-ALT

Purchase of one Altec Personnel Lift Truck that will be used by Distribution and Engineering Services Division. This truck will replace an existing truck that has reached its replacement criteria.

Project Lead: Christina Brueckner, Ext. 5053

Formal Bid and Contract Amendment(s)
March 5, 2024

PSC No. CW2242537
General Accounting
Labor Resources

Contractor/Consultant/Supplier:	Robert Half International Inc. dba Accountemps
Project Leader & Phone No.:	Shawn Hunstock Ext. 8497
Amendment No.:	8
Amendment:	\$100,000.00

Original Contract Amount:	\$199,999.00	Original Start/End:	12/3/20 – 12/31/21
Present Contract Amount:	\$699,999.00	Present Start/End:	12/3/20 – 3/1/24
Amendment Amount:	\$100,000.00	New End Date:	4/26/24
New Contract Amount:	\$799,999.00		

Summary Statement: Staff recommends approval of Amendment No. 8 to increase the contract amount by \$100,000.00 and to extend contract term to 4/26/24. The Finance Department continues to have challenges filling open positions and will require additional funds to maintain continuity during staff vacancies and turnover.

Summary of Amendment:

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

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

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

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

Amendment No. 5 dated December 6, 2022, increased the contract amount by \$100,000.00. The increase accommodated anticipated needs through 2023 and helped the Finance Department maintain continuity during staff vacancies and turnover.

Amendment No. 6 approved by the Commission April 4, 2023, increased the contract amount by \$150,000.00. The Finance Department continues to have challenges filling open positions and will require additional funds to maintain continuity during staff vacancies and turnover.

Amendment No. 7 dated October 26, 2023, extended the contract term to March 1, 2024, for continued support of the Finance Department to maintain continuity during staff vacancies.

**Formal Bid and Contract Amendment(s)
March 5, 2024**

MISC No. 76646
Workers Compensation and
Liability and Damage Claims
Management Solution

Contractor/Consultant/Supplier:	Origami Risk, LLC	
Project Leader & Phone No.:	Steve Eaton	x1763
	Sharon Reijonen	
	Rob Beidler	
	Angela Johnston	
Amendment No.:	12	
Amendment:	\$383,497.36	

Approximate Original Contract Amount:	\$205,851.00	Original Start/End:	3/17/2014 – 3/16/2017
Present Contract Amount:	\$886,458.64	Present Start/End:	3/17/2014 – 3/16/2024
Amendment Amount:	\$383,497.36	New End Date:	3/16/2027
Approximate New Contract Amount:	\$1,269,956.00		

Summary Statement: Staff recommends approval of Amendment No. 12 to extend the term for three years through March 16, 2027, and to increase the contract value by \$383,497.36 plus applicable tax for continuing services. The amount requested is the amount that staff anticipate using for this service over the next three years, and such amount includes an annual price increase of five percent.

The Origami Risk Solution enables the District to gather and report on Safety Incidents and Near Misses, Security Incidents and Damage Claims processing and is a part of the Workers Compensation process. In 2014, the District requested proposals from interested vendors and entered into a three-year subscription services agreement with Origami Risk, LLC. Since then, the District has continued to use the original services and build on the Origami platform to quickly enable other services and functionality, such as COVID Contact Tracing and Test Tracking.

Summary of Amendments:

Amendment No. 1 (One-time dollar amendment, not exceeding 10%) dated December 16, 2014, increased the funding by \$3,500.00 for five additional licenses co-termed with the existing software subscription agreement.

Amendment No. 2 was approved by the Commission on March 14, 2017. The amendment extended the contract term to March 16, 2018, and increased the contract amount by \$51,788.00.

Amendment No. 3 was approved by the Commission on August 22, 2017. The amendment added a new interface between Origami and CorVel (third party vendor) and increased the contract value by \$4,675.00.

Amendment No. 4 was approved by the Commission on March 6, 2018. The amendment extended the contract for another year and increased the contract amount by \$56,788.00.

Amendment No. 5 was approved by the Commission on February 5, 2019. The amendment extended the contract for another three years and increased the contract amount by \$272,900.00.

Amendment No. 6 was approved by the Commission on July 23, 2019. The amendment added five new Claims Administrator User Licenses and five Light User Licenses and increased the contract amount by \$35,335.00.

Amendment No. 7 was approved by the Commission on February 2, 2021. The amendment added fifty Professional Services hours of support and increased the contract amount by \$13,000.00.

Amendment No. 8 dated October 19, 2021, added the COVID Suite Module used for tracking weekly Covid Testing of employees that are not vaccinated at the District and increased the contract amount by \$16,875.00.

Amendment No. 9 was approved by the Commission on March 8, 2022. The amendment extended the contract for one year and increased the contract amount by \$110,120.31.

Amendment No. 10 was approved by the Commission on March 7, 2023. The amendment extended the contract for one year and increased the contract amount by \$115,626.33.

Amendment No. 11 dated April 26, 2023, exchanged an unused interface (Medbill) for an additional 27 support hours

Formal Bid and Contract Amendment(s)
March 5, 2024

MISC No. CW2251037
South County Landscape
Maintenance

Contractor/Consultant/Supplier:	Total Landscape Corp.	
Project Leader & Phone No.:	Brion Henault	Ext. 1790
Amendment No.:	1	
Amendment:	\$112,186.93	

Original Contract Amount: \$108,498.00
Present Contract Amount: \$108,498.00
Amendment Amount: \$112,186.93
New Contract Amount: \$220,684.93

Original Start/End: 4/1/2023 – 3/31/2024
Present Start/End: 4/1/2023 – 3/31/2024
New End Date: 3/31/2025

Summary Statement: Staff recommends approval of Amendment No. 1 to increase the Contract value by \$112,186.93 and extend the completion date to March 31, 2025, to exercise renewal option for year two services. This amendment is in accordance with the Contract terms and includes a 3.4% increase per CPI.

Contract Acceptance Recommendations(s)
March 5, 2024

**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. CW2252107
Jennings Park Substation Site
Construction

Contractor:	Interwest Construction, Inc.
Start/End:	7/11/2023 – 12/31/2023
Evaluator & Phone No.:	Will Blanchard Ext. 4303
No. of Amendments:	1
Retained Fund:	(Retainage Bond held)

Original Contract Amount: \$2,143,675.00
Total Amendment Amount: \$32,174.66
Final Contract Amount: \$2,175,849.66

Summary None.
Statement:



BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

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>Shawn Hunstock</u>	<u>8497</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>

Date of Previous Briefing: _____

Estimated Expenditure: _____ Presentation Planned

ACTION REQUIRED:

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

SUMMARY STATEMENT:

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 5th day of March 2024.

CERTIFICATION:

Certified as correct:

CEO/General Manager

Shawn Hunstock

Auditor

J. Scott Jones

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	1127997 - 1128131	\$55,995.05	2 - 6
Electronic Customer Refunds		\$7,489.62	7 - 8
WARRANT SUMMARY			
Warrants	8077080 - 8077259	\$6,522,337.75	9 - 14
ACH	6044274 - 6044530	\$15,314,173.04	15 - 23
Wires	7003151 - 7003176	\$30,677,749.85	24
Payroll - Direct Deposit	5300000979 - 5300000979	\$4,487,973.18	25
Payroll - Warrants	845118 - 845128	\$20,869.92	25
Automatic Debit Payments	5300000977 - 5300000982	\$1,237,968.54	26
	GRAND TOTAL	\$58,324,556.95	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
2/12/24	1127997	IMRANS MARKET II, LLC	\$964.46
2/12/24	1127998	DARRELL JEFFERSON	\$76.39
2/12/24	1127999	RONALD JORGENSEN	\$425.36
2/12/24	1128000	LAURA HARTLESS	\$139.32
2/12/24	1128001	KIM DAVIS	\$9.86
2/12/24	1128002	MARLA BOWMAN	\$441.94
2/12/24	1128003	VYACHEFLAV IYERUSALIMETS	\$90.00
2/12/24	1128004	KEITH MAINE	\$18.41
2/12/24	1128005	JULIA RICETTI	\$566.83
2/12/24	1128006	DIEGO PEREZ RODRIGUEZ	\$122.19
2/12/24	1128007	KYLE STAGGS	\$127.35
2/13/24	1128008	ANDRII DEINEHA	\$160.00
2/13/24	1128009	SCOTT SAILER	\$247.05
2/13/24	1128010	FRAN BUNTTING	\$1,506.18
2/13/24	1128011	VOID	\$0.00
2/13/24	1128012	PEDERSON ARMS	\$10.99
2/13/24	1128013	LAURIANNA BIGBEAVER	\$507.80
2/13/24	1128014	KAMI SESTAK	\$124.56
2/13/24	1128015	MAHMOOD HAMEED	\$24.76
2/13/24	1128016	ALBERT BARTZ	\$32.33
2/13/24	1128017	LINDALLO LLC	\$131.24
2/13/24	1128018	CRYSTAL SPRINGS APTS	\$15.49
2/13/24	1128019	RHANDA WILLIAMS	\$200.00
2/13/24	1128020	SUSAN ALLEN	\$142.66
2/14/24	1128021	JONATHAN MAXWELL	\$58.80
2/14/24	1128022	SSHI LLC	\$55.51
2/14/24	1128023	CLARK HUMPHREY	\$56.75
2/14/24	1128024	JESSICA POWELL	\$306.30
2/14/24	1128025	MATTHEW SHERIDAN	\$149.12
2/14/24	1128026	MARMINA LLC	\$2,019.14
2/14/24	1128027	EMILIA SLAPE	\$17.97
2/14/24	1128028	RHANDA WILLIAMS	\$77.53

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
2/14/24	1128029	TIMOTHY BROCK	\$307.54
2/14/24	1128030	HISHAM SHAMIM	\$96.42
2/14/24	1128031	MARK HUCK	\$659.67
2/14/24	1128032	SEAN KING	\$54.94
2/14/24	1128033	MICHAEL PEARSON	\$484.67
2/15/24	1128034	CENTENNIAL PARK 5J LLC	\$66.40
2/15/24	1128035	WAGNER MGMT CORP	\$92.70
2/15/24	1128036	WESTERN FLUID	\$210.10
2/15/24	1128037	U.S. REIF FIRDALE VILLAGE WASHINGTON LLC	\$41.93
2/15/24	1128038	SUSAN SIMONSON	\$43.08
2/15/24	1128039	SHANNA SPEER	\$174.31
2/16/24	1128040	GLOBAL BEER COMPANY LLC	\$130.58
2/16/24	1128041	ALEKSEI DESIATOV	\$158.66
2/16/24	1128042	LENNAR NORTHWEST INC	\$107.93
2/16/24	1128043	REBECCA PIZZITOLA	\$32.34
2/16/24	1128044	LANCE MARTINEZ	\$52.10
2/16/24	1128045	RANDAL RAMIREZ	\$24.27
2/16/24	1128046	ERIC QUESTEREIT	\$72.88
2/16/24	1128047	INGA OJANYAN	\$10.51
2/16/24	1128048	INTERWEST CONSTRUCTION INC	\$70.93
2/16/24	1128049	IRVIN CASTILLO RAMOS	\$80.36
2/16/24	1128050	TERRY THOMPSON	\$3,119.89
2/16/24	1128051	KOLTEN OLLOM	\$160.00
2/16/24	1128052	SHAHAB DOGAR	\$133.52
2/20/24	1128053	NICHOLAS BOBAK	\$174.04
2/20/24	1128054	LUCAS CHAFFEE	\$41.97
2/20/24	1128055	ROBERT TRAN	\$216.88
2/20/24	1128056	SCRIBER CREEK LLC	\$117.53
2/20/24	1128057	LISSET ROMERO MARTINEZ	\$12.00
2/20/24	1128058	RIVERVIEW I LLC	\$99.09
2/20/24	1128059	TALUSWOOD APARTMENTS OWNER LLC	\$58.30
2/20/24	1128060	MANOR WAY APARTMENTS LLC	\$71.83

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
2/20/24	1128061	CONNOR JANIS	\$252.73
2/20/24	1128062	ANH DAO NAILS SALON	\$255.75
2/20/24	1128063	BRE SELECT HOTELS OPERATION LLC	\$22,104.84
2/21/24	1128064	MARMINA LLC	\$398.14
2/21/24	1128065	WAKEFIELD ALDERWOOD LLC	\$125.07
2/21/24	1128066	ROBERT SPENCER	\$200.00
2/21/24	1128067	THR WASHINGTON II, L.P.	\$35.32
2/21/24	1128068	ALEXIS LEONARD	\$236.26
2/21/24	1128069	LGI HOMES - WASHINGTON, LLC	\$62.96
2/21/24	1128070	LGI HOMES - WASHINGTON, LLC	\$127.53
2/21/24	1128071	LGI HOMES - WASHINGTON, LLC	\$125.58
2/21/24	1128072	PACIFIC RIDGE - DRH, LLC	\$99.54
2/21/24	1128073	JUDY KELLER	\$6.36
2/21/24	1128074	BAY COURT AT HARBOUR POINTE #19227	\$76.25
2/21/24	1128075	VINTAGE AT EVERETT	\$10.69
2/21/24	1128076	GRE BRIERWOOD LLC	\$142.36
2/21/24	1128077	FRANCES STEFFEN	\$33.02
2/21/24	1128078	STEVE HALE	\$78.10
2/21/24	1128079	RIVERVIEW I LLC	\$156.33
2/21/24	1128080	WAKEFIELD ALDERWOOD LLC	\$17.42
2/21/24	1128081	WAKEFIELD ALDERWOOD LLC	\$36.05
2/21/24	1128082	MG ARTESIA APARTMENTS LLC	\$9.94
2/21/24	1128083	HERTZ LOCAL EDITION	\$272.01
2/21/24	1128084	SKOLUTE INVESTMENTS LLC	\$2,087.09
2/21/24	1128085	BOBBY UREN	\$729.79
2/21/24	1128086	SCOTT NEWLON	\$265.31
2/21/24	1128087	TODD HOSS	\$9.83
2/21/24	1128088	PRASAD BHAT	\$224.40
2/21/24	1128089	SCOTT BLAKEMORE	\$188.96
2/21/24	1128090	JAMES BRADSHAW	\$43.46
2/21/24	1128091	DARLA VANWINKLE	\$2,540.05
2/21/24	1128092	KEN SATHER	\$45.00

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
2/21/24	1128093	LESLIE IMPER	\$64.62
2/21/24	1128094	WAKEFIELD ALDERWOOD LLC	\$31.12
2/21/24	1128095	OCTOPUS HOSPITALITY GROUP LLC	\$902.03
2/22/24	1128096	CATHY STRAUSS BROWN	\$349.00
2/22/24	1128097	JENNYS BRICENO GARCIA	\$386.92
2/22/24	1128098	BRITNEY NAVA	\$7.02
2/22/24	1128099	ALEXIS LEONARD	\$15.95
2/22/24	1128100	TIEN-DAT NGUYEN	\$207.99
2/22/24	1128101	NOEL FORREST	\$611.94
2/22/24	1128102	WILLIAM COPE	\$11.73
2/22/24	1128103	JORGE SEVILLA MENDOZA	\$83.84
2/22/24	1128104	2018-2 IH BORROWER LP	\$10.12
2/22/24	1128105	HECTOR FUENTES MARTINEZ	\$129.18
2/22/24	1128106	HOLLY SHEPHERD	\$60.40
2/22/24	1128107	HOUSING AUTHORITY OF SNO CO	\$44.55
2/22/24	1128108	JAMES SUTTON	\$141.84
2/22/24	1128109	JUDITH BOLDER	\$31.83
2/22/24	1128110	JAMES BRACKETT	\$307.60
2/22/24	1128111	ALEXANDRA PENCO	\$36.61
2/23/24	1128112	IH6 PROPERTY WASHINGTON LP	\$34.66
2/23/24	1128113	EUNICE ROBINETTE	\$68.04
2/23/24	1128114	JOHN JACKSON	\$131.60
2/23/24	1128115	SCOOTER DOHERTY	\$179.91
2/23/24	1128116	SERAI BIEN	\$258.58
2/23/24	1128117	VALERIE ANN SWENGEL	\$2,841.50
2/23/24	1128118	CEDARWOOD NO 2 HOMEOWNERS	\$6.15
2/23/24	1128119	ROBERT ZIMMERMAN	\$6.32
2/23/24	1128120	TRICIA LEVIN STORM	\$377.65
2/23/24	1128121	PETER LELAND	\$83.70
2/23/24	1128122	JAYDEAN SKEELS	\$19.03
2/23/24	1128123	MIKE EGGERLING	\$46.24
2/23/24	1128124	LENNAR NORTHWEST INC	\$971.70

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
2/23/24	1128125	LIAM WALLACE	\$273.66
2/23/24	1128126	JUAN CARLOS MATA REYES	\$10.58
2/23/24	1128127	FREDDY SANTIAGO	\$81.10
2/23/24	1128128	BMCH WASHINGTON LLC	\$32.25
2/23/24	1128129	PAULA WERTENBERGER	\$63.00
2/23/24	1128130	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$45.11
2/23/24	1128131	SUNI CHON	\$30.18

Total: \$55,995.05

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
2/12/24	000526928064	JHONATAN IBARRA GODINEZ	\$40.20
2/12/24	000526928065	JHONATAN IBARRA GODINEZ	\$4.25
2/12/24	000526928066	JHONATAN IBARRA GODINEZ	\$28.43
2/12/24	000526928067	JHONATAN IBARRA GODINEZ	\$31.09
2/12/24	000526928068	EVELYN GHARAVI	\$139.57
2/12/24	000526928069	RYAN LUND	\$569.56
2/13/24	000526940830	COLBY OLSON	\$149.24
2/13/24	000526940831	IRINA TURITSA	\$172.47
2/13/24	000526940832	GM3 CORREIA, DARLING	\$98.54
2/13/24	000526940833	WILLIAM MILLER	\$148.76
2/13/24	000526940834	JUDITH FERNANDEZ	\$160.66
2/13/24	000526940835	ELIAS ELIAS ABREGO ALEMAN	\$91.42
2/14/24	000526950596	SCOTT CAMPBELL	\$524.22
2/14/24	000526950597	NATALIE DEGUZMAN	\$160.26
2/14/24	000526950598	PATRICIA LOPES ALBINO	\$166.21
2/14/24	000526950599	KEITH ROSENTHAL	\$1,234.37
2/16/24	000526971867	AMBER CONNER	\$27.07
2/16/24	000526971868	KELLY SANDOVAL	\$106.00
2/16/24	000526971869	KELLY SANDOVAL	\$84.17
2/16/24	000526971870	PATRICIA KEEFE	\$82.66
2/16/24	000526971871	LY DOAN LE	\$95.85
2/16/24	000526971872	JOSHUA SOTO	\$66.81
2/16/24	000526971873	RAYA MAHONEY	\$115.96
2/16/24	000526971874	SASHA POWERS	\$184.48
2/16/24	000526971875	KELLY SANDOVAL	\$106.00
2/20/24	000526990392	IAN MORRIS	\$459.27
2/20/24	000526990393	BRITTANY TUCKER	\$189.82
2/20/24	000526990394	LAURA GONZALEZ	\$275.86
2/21/24	000527005867	GUAN DU	\$107.98
2/21/24	000527005868	NOEMY GONZALEZ	\$61.66
2/21/24	000527005869	NERA YEVHENIIA	\$58.31
2/21/24	000527005870	CHRIS MCCORMICK	\$12.44

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
2/21/24	000527005871	AUSTIN GRABER	\$86.31
2/21/24	000527005872	DANA DIETZ	\$885.15
2/22/24	000527014020	DELMER ALEMAN	\$55.38
2/22/24	000527014021	KELLI KINSMAN	\$88.42
2/22/24	000527014022	DONNA LUEPNITZ	\$307.09
2/22/24	000527014023	DANIEL PAREDES SILVA	\$100.10
2/22/24	000527014024	KELLI KINSMAN	\$108.33
2/22/24	000527014025	YAQUELINE RODRIGUEZ	\$105.25
Total:			\$7,489.62

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/13/24	8077080	DR HORTON-SSHI	\$16,943.41
2/13/24	8077081	APEX HOMES LLC	\$2,475.02
2/13/24	8077082	BRIDGEMONT, LLC	\$1,904.06
2/13/24	8077083	CITY OF EDMONDS	\$719.57
2/13/24	8077084	CITY OF EVERETT	\$181.25
2/13/24	8077085	GLOBAL RENTAL COMPANY INC	\$15,386.00
2/13/24	8077086	CITY OF MARYSVILLE	\$398.93
2/13/24	8077087	CITY OF MONROE	\$1,232.90
2/13/24	8077088	MUKILTEO WATER & WASTEWATER DIST	\$225.44
2/13/24	8077089	GENUINE PARTS COMPANY	\$1,161.28
2/13/24	8077090	CITY OF ARLINGTON	\$1,416.71
2/13/24	8077091	REPUBLIC SERVICES INC	\$113.28
2/13/24	8077092	REPUBLIC SERVICES INC	\$271.12
2/13/24	8077093	SCADA AND CONTROLS ENGINEERING INC	\$11,450.00
2/13/24	8077094	CITY OF SEATTLE	\$29,998.00
2/13/24	8077095	SILVER LAKE WATER & SEWER DISTRICT	\$97.55
2/13/24	8077096	SNOHOMISH COUNTY	\$10.00
2/13/24	8077097	SNOHOMISH COUNTY	\$10.00
2/13/24	8077098	SNOHOMISH COUNTY	\$10.00
2/13/24	8077099	TALLEY INC	\$628.40
2/13/24	8077100	UNITED LABORATORIES INC	\$41,526.95
2/13/24	8077101	UNUM LIFE INSURANCE CO OF AMERICA	\$40,231.52
2/13/24	8077102	AABCO BARRICADE CO INC	\$891.44
2/13/24	8077103	CAR WASH ENTERPRISES INC	\$34.00
2/13/24	8077104	PACIFIC PUBLISHING CO INC	\$730.80
2/13/24	8077105	JAMES SIDERIUS	\$350.00
2/13/24	8077106	ALAN MCCLINTOCK	\$88,606.94
2/13/24	8077107	AMERICAN REGISTRY FOR INTERNET NO	\$500.00
2/13/24	8077108	MOTION & FLOW CONTROL PRODUCTS INC	\$2,236.38
2/13/24	8077109	OCCUPATIONAL HEALTH CENTERS OF WA P	\$55.00
2/13/24	8077110	IBEAM SYSTEMS INC	\$15,503.40
2/13/24	8077111	BRINKS INC	\$3,079.90

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/13/24	8077112	THE PAPE GROUP INC	\$335.81
2/13/24	8077113	JENNIFER DARLENE WENZEL	\$176.17
2/13/24	8077114	BHC CONSULTANTS LLC	\$31,538.45
2/13/24	8077115	CUSTOM TRUCK ONE SOURCE LP	\$298.93
2/13/24	8077116	THE PAPE GROUP	\$341.17
2/13/24	8077117	GREEN REBATES LLC	\$121,974.11
2/13/24	8077118	HARNISH GROUP INC	\$478.45
2/13/24	8077119	RUBEN WILLIAM TRUJILLO	\$480.00
2/13/24	8077120	RODDAN INDUSTRIAL	\$1,912.09
2/13/24	8077121	THURSTON R MYERS	\$1,314.00
2/13/24	8077122	KLEIN FAMILY PROPERTIES LLC	\$31,532.71
2/13/24	8077123	EVERGREEN STATE SHEET METAL INC	\$2,687.50
2/13/24	8077124	SNOHOMISH COUNTY AIRPORT	\$40.00
2/13/24	8077125	CITY OF SNOHOMISH	\$758.63
2/13/24	8077126	BUDDERFLY INC	\$3,040.00
2/15/24	8077127	ELECTRIC POWER RESEARCH INSTITUTE I	\$137,225.19
2/15/24	8077128	CITY OF EVERETT	\$36.39
2/15/24	8077129	GLOBAL RENTAL COMPANY INC	\$3,691.70
2/15/24	8077130	CORE & MAIN LP	\$3,003.34
2/15/24	8077131	CITY OF MARYSVILLE	\$101.91
2/15/24	8077132	GENUINE PARTS COMPANY	\$1,128.47
2/15/24	8077133	CITY OF ARLINGTON	\$177.83
2/15/24	8077134	RIVERSIDE TOPSOIL INC	\$80.00
2/15/24	8077135	SIX ROBBLEES INC	\$24,075.09
2/15/24	8077136	WESCO GROUP INC	\$330.10
2/15/24	8077137	ALDERWOOD WATER & WASTEWATER DISTRI	\$39.34
2/15/24	8077138	BICKFORD MOTORS INC	\$4,079.71
2/15/24	8077139	SEVEN LAKES WATER ASSOC INC	\$63.00
2/15/24	8077140	UNIVERSITY OF WASHINGTON	\$15,000.00
2/15/24	8077141	THE PAPE GROUP INC	\$273.99
2/15/24	8077142	BHC CONSULTANTS LLC	\$16,269.58
2/15/24	8077143	ONSOLVE INTERMEDIATE HOLDING CO	\$2,720.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/15/24	8077144	KINSHIP GROUP LLC	\$19,187.35
2/15/24	8077145	CONCENTRIC LLC	\$638.52
2/15/24	8077146	NISSAN OF EVERETT LLC	\$817.75
2/15/24	8077147	CHI CARL CHEUNG	\$512.00
2/15/24	8077148	ARROW INSULATION INC	\$340.00
2/15/24	8077149	ALL CLIMATE INC	\$3,100.00
2/15/24	8077150	CASCADE ENERGY INC	\$56,266.48
2/20/24	8077151	BUSTARD CUSTOM CONSTRUCTION INC	\$4,795.70
2/20/24	8077152	HARBOUR HOMES LLC	\$6,455.19
2/20/24	8077153	COREY CHRISTMANN	\$454.07
2/20/24	8077154	TERRY KESTER	\$4,345.57
2/20/24	8077155	AVR BUSINESS PARK LLC	\$23,778.71
2/20/24	8077156	VALARIE FUNK	\$3,080.50
2/20/24	8077157	CITY OF DARRINGTON	\$10,004.62
2/20/24	8077158	GLOBAL RENTAL COMPANY INC	\$3,526.40
2/20/24	8077159	CITY OF GOLD BAR	\$12,821.58
2/20/24	8077160	CITY OF GOLD BAR	\$443.63
2/20/24	8077161	CITY OF MARYSVILLE	\$271,499.15
2/20/24	8077162	MICROSOFT CORP	\$103,800.00
2/20/24	8077163	CITY OF MOUNTLAKE TERRACE	\$101,669.23
2/20/24	8077164	GENUINE PARTS COMPANY	\$50.70
2/20/24	8077165	US BANK/POWEREX	\$2,318,122.01
2/20/24	8077166	PUGET SOUND ENERGY INC	\$28,087.11
2/20/24	8077167	RIVERSIDE TOPSOIL INC	\$300.00
2/20/24	8077168	CITY OF SULTAN	\$40,621.85
2/20/24	8077169	TALLEY INC	\$629.98
2/20/24	8077170	TURLOCK IRRIGATION DIST	\$7,500.00
2/20/24	8077171	STATE OF WASHINGTON	\$588.09
2/20/24	8077172	DOBBS HEAVY DUTY HOLDINGS LLC	\$1,397.33
2/20/24	8077173	ALDERWOOD WATER & WASTEWATER DISTRI	\$36.45
2/20/24	8077174	CITY OF ARLINGTON	\$145,988.87
2/20/24	8077175	BICKFORD MOTORS INC	\$2,646.70

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/20/24	8077176	CITY OF BOTHELL	\$150,086.15
2/20/24	8077177	CITY OF BRIER	\$25,894.78
2/20/24	8077178	EBEY HILL HYDROELECTRIC INC	\$1,983.81
2/20/24	8077179	CITY OF EDMONDS	\$230,435.19
2/20/24	8077180	JEFFREY HATHAWAY	\$95.50
2/20/24	8077181	CITY OF INDEX	\$1,402.51
2/20/24	8077182	CITY OF LAKE STEVENS	\$155,364.32
2/20/24	8077183	CITY OF LAKE STEVENS	\$42,726.21
2/20/24	8077184	LAKE STEVENS SEWER DIST	\$134.81
2/20/24	8077185	CITY OF MONROE	\$97,219.16
2/20/24	8077186	SNOHOMISH COUNTY	\$169.95
2/20/24	8077187	PUBLIC UTILITY DIST NO 1 OF	\$3,295.47
2/20/24	8077188	CITY OF STANWOOD	\$40,851.86
2/20/24	8077189	TOWN OF WOODWAY	\$7,161.56
2/20/24	8077190	CITY OF GRANITE FALLS	\$21,559.19
2/20/24	8077191	THE BANK OF NEW YORK MELLON TRUST	\$387.00
2/20/24	8077192	CITY OF EVERETT	\$827,251.13
2/20/24	8077193	SNOHOMISH COUNTY 911	\$1,212.60
2/20/24	8077194	NORTHWEST FIBER LLC	\$3,709.82
2/20/24	8077195	WASHINGTON STATE DOT	\$121.41
2/20/24	8077196	CLARY LONGVIEW LLC	\$115,471.13
2/20/24	8077197	CUSTOM TRUCK ONE SOURCE LP	\$6,837.54
2/20/24	8077198	KENDALL DEALERSHIP HOLDINGS LLC	\$910.02
2/20/24	8077199	CONCENTRIC LLC	\$1,259.67
2/20/24	8077200	THE PAPE GROUP	\$1,406.82
2/20/24	8077201	FERGUSON ENTERPRISES LLC	\$2,136.99
2/20/24	8077202	THOMAS A LITTLE	\$2,000.00
2/20/24	8077203	RMA GROUP INC	\$2,577.00
2/20/24	8077204	NISSAN OF EVERETT LLC	\$88.12
2/20/24	8077205	ARTHUR J GALLAGHER & CO	\$15,000.00
2/20/24	8077206	DARYL JAN HABICH ESTATE	\$8,750.00
2/20/24	8077207	OLYMPIC PAVING INC	\$672.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/20/24	8077208	SUSAN KRUEGER	\$29,664.12
2/20/24	8077209	EVERGREEN STATE SHEET METAL INC	\$2,650.00
2/20/24	8077210	CITY OF LYNNWOOD	\$246,228.45
2/20/24	8077211	CITY OF MUKILTEO	\$110,876.86
2/20/24	8077212	CITY OF SNOHOMISH	\$62,042.84
2/22/24	8077213	PACIFIC RIDGE - DRH, LLC	\$5,277.15
2/22/24	8077214	SNOHOMISH COUNTY PUBLIC WORKS	\$5,000.91
2/22/24	8077215	ROBINETT INVESTMENT COMPANY, LLC	\$3,542.92
2/22/24	8077216	ALDERWOOD WATER &	\$2,427.35
2/22/24	8077217	SIERRA MLT, LLC	\$65,213.44
2/22/24	8077218	DAVID EVANS & ASSOCIATES, INC	\$300.00
2/22/24	8077219	COMCAST HOLDING CORPORATION	\$296.00
2/22/24	8077220	GLOBAL RENTAL COMPANY INC	\$6,832.40
2/22/24	8077221	GENUINE PARTS COMPANY	\$1,865.21
2/22/24	8077222	PAPE MACHINERY INC	\$10,183.68
2/22/24	8077223	PITNEY BOWES INC	\$2,804.91
2/22/24	8077224	PORT OF EVERETT	\$4,187.65
2/22/24	8077225	PUGET SOUND ENERGY INC	\$2,351.36
2/22/24	8077226	REPUBLIC SERVICES INC	\$567.94
2/22/24	8077227	SNOHOMISH COUNTY	\$1,836.00
2/22/24	8077228	SOUND PUBLISHING INC	\$52.92
2/22/24	8077229	THE BOEING COMPANY	\$150,000.00
2/22/24	8077230	STATE OF WASHINGTON	\$300.00
2/22/24	8077231	DOBBS HEAVY DUTY HOLDINGS LLC	\$105.90
2/22/24	8077232	BICKFORD MOTORS INC	\$1,026.55
2/22/24	8077233	EDS MCDUGALL LLC	\$375.00
2/22/24	8077234	NELSON TRUCK EQUIPMENT CO INC	\$3,564.61
2/22/24	8077235	SNOHOMISH COUNTY	\$2,781.00
2/22/24	8077236	SNOHOMISH COUNTY	\$1,081.50
2/22/24	8077237	PUBLIC UTILITY DIST NO 1 OF	\$4,219.28
2/22/24	8077238	WILLIAMS SCOTSMAN INC	\$257.66
2/22/24	8077239	WYNNE AND SONS INC	\$79.13

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
2/22/24	8077240	LAMAR TEXAS LTD PARTNERSHIP	\$3,323.00
2/22/24	8077241	ENERGY CAPITAL SOLUTIONS LLC	\$15,938.40
2/22/24	8077242	OCCUPATIONAL HEALTH CENTERS OF WA P	\$258.00
2/22/24	8077243	SNOHOMISH COUNTY 911	\$5,184.64
2/22/24	8077244	NW ENERGY COALITION	\$12,500.00
2/22/24	8077245	SUPERIOR SEPTIC SERVICE LLC	\$469.37
2/22/24	8077246	CLARY LONGVIEW LLC	\$53,133.54
2/22/24	8077247	KENDALL DEALERSHIP HOLDINGS LLC	\$345.84
2/22/24	8077248	THE PAPE GROUP	\$1,406.82
2/22/24	8077249	DRILLING INFO INC	\$40,487.15
2/22/24	8077250	KNUTH MACHINE TOOLS USA INC	\$1,615.00
2/22/24	8077251	RADIATE HOLDINGS LP	\$3,798.08
2/22/24	8077252	EARTH ECONOMICS	\$5,000.00
2/22/24	8077253	MIKES AFFORDABLE TREE SERVICE LLC	\$9,819.00
2/22/24	8077254	CAMANO HILLS WATER CO INC	\$6,500.00
2/22/24	8077255	ARROW INSULATION INC	\$1,220.00
2/22/24	8077256	CITY OF MARYSVILLE	\$4,536.00
2/22/24	8077257	BELRED HEATING COOLING &	\$2,650.00
2/23/24	8077258	RISK PLACEMENT SERVICES INC	\$400.00
2/23/24	8077259	AMTRUST NORTH AMERICA INC	\$500.00

Total: \$6,522,337.75

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/12/24	6044274	ALS GROUP USA CORP	\$268.00
2/12/24	6044275	NORTH COAST ELECTRIC COMPANY	\$1,803.35
2/12/24	6044276	RWC INTERNATIONAL LTD	\$1,145.75
2/12/24	6044277	SHI INTERNATIONAL CORP	\$51,270.18
2/12/24	6044278	SNOHOMISH COUNTY SOCIETY OF	\$3,700.00
2/12/24	6044279	TESSCO INCORPORATED	\$36.63
2/12/24	6044280	TOYOTA TSUSHO MATERIAL HANDLING AME	\$865.59
2/12/24	6044281	EDGE ANALYTICAL INC	\$306.00
2/12/24	6044282	EDM INTERNATIONAL INC	\$5,896.00
2/12/24	6044283	GENERAL PACIFIC INC	\$452.22
2/12/24	6044284	NORTHWEST CASCADE INC	\$416.81
2/12/24	6044285	ROGER R OLSEN	\$2,900.57
2/12/24	6044286	POWER ENGINEERS INC	\$9,097.58
2/12/24	6044287	RUBATINO REFUSE REMOVAL LLC	\$6,775.53
2/12/24	6044288	TOTAL LANDSCAPE CORP	\$15,542.81
2/12/24	6044289	ZIPPER GEO ASSOCIATES LLC	\$16,236.94
2/12/24	6044290	GRAYBAR ELECTRIC CO INC	\$2,943.11
2/12/24	6044291	ALTEC INDUSTRIES INC	\$651.23
2/12/24	6044292	MALLORY SAFETY AND SUPPLY LLC	\$1,581.06
2/12/24	6044293	CG ENGINEERING PLLC	\$30,443.51
2/12/24	6044294	OPENSQUARE HOLDINGS LLC	\$1,512.20
2/12/24	6044295	OAC SERVICES INC	\$10,992.30
2/12/24	6044296	QCL INC	\$1,543.00
2/12/24	6044297	ALAN L MONSON	\$634.12
2/12/24	6044298	GMES LLC	\$122.64
2/12/24	6044299	BREEZE FREE INC	\$325.00
2/12/24	6044300	COHEN VENTURES INC	\$280,422.75
2/12/24	6044301	FRANK DANIEL	\$185.00
2/12/24	6044302	HUGH GIBSON	\$145.73
2/12/24	6044303	RICHARD ROSENKILDE	\$38.86
2/12/24	6044304	RYAN SHARPE	\$75.00
2/12/24	6044305	RYAN COLLINS	\$4,818.03

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/12/24	6044306	ORION EATON	\$58.29
2/13/24	6044307	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$3,775.49
2/13/24	6044308	ON HOLD CONCEPTS INC	\$393.12
2/13/24	6044309	PETROCARD INC	\$81,588.34
2/13/24	6044310	PUGET SOUND ENERGY INC	\$17.12
2/13/24	6044311	ROMAINE ELECTRIC CORP	\$2,637.38
2/13/24	6044312	SHI INTERNATIONAL CORP	\$8,663.30
2/13/24	6044313	STELLAR INDUSTRIAL SUPPLY INC	\$1,829.62
2/13/24	6044314	TESSCO INCORPORATED	\$666.52
2/13/24	6044315	TOPSOILS NORTHWEST INC	\$1,375.00
2/13/24	6044316	GORDON TRUCK CENTERS INC	\$305.79
2/13/24	6044317	CELLCO PARTNERSHIP	\$1,366.56
2/13/24	6044318	COLEHOUR & COHEN INC	\$16,110.58
2/13/24	6044319	DICKS TOWING INC	\$2,061.99
2/13/24	6044320	LONE MOUNTAIN COMMUNICATIONS LLC	\$20,625.00
2/13/24	6044321	LOUIS F MATHESON CONSTRUCTION INC	\$2,680.07
2/13/24	6044322	RUBATINO REFUSE REMOVAL LLC	\$243.78
2/13/24	6044323	SOUND SAFETY PRODUCTS CO INC	\$2,902.10
2/13/24	6044324	SUMMIT LAW GROUP PLLC	\$67.00
2/13/24	6044325	STATE OF WASHINGTON	\$157,398.58
2/13/24	6044326	ALTEC INDUSTRIES INC	\$726.99
2/13/24	6044327	REXEL USA INC	\$127.95
2/13/24	6044328	QCERA INC	\$2,053.50
2/13/24	6044329	ORSI LESSEE LLC	\$16,183.80
2/13/24	6044330	THE ADT SECURITY CORPORATION	\$5,346.64
2/13/24	6044331	HUGH GIBSON	\$1,485.07
2/13/24	6044332	DAWN PRESLER	\$272.19
2/14/24	6044333	ALS GROUP USA CORP	\$194.00
2/14/24	6044334	DAVEY TREE SURGERY COMPANY	\$35,760.85
2/14/24	6044335	FASTENAL COMPANY	\$123.64
2/14/24	6044336	MOSS ADAMS LLP	\$1,879.50
2/14/24	6044337	PITNEY BOWES PRESORT SERVICES LLC	\$1,254.23

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/14/24	6044338	ROMAINE ELECTRIC CORP	\$2,233.32
2/14/24	6044339	TOPSOILS NORTHWEST INC	\$1,000.00
2/14/24	6044340	GORDON TRUCK CENTERS INC	\$816.50
2/14/24	6044341	WESSPUR TREE AND EQUIPMENT INC	\$343.93
2/14/24	6044342	RS AMERICAS INC	\$244.40
2/14/24	6044343	COLEHOUR & COHEN INC	\$63,085.26
2/14/24	6044344	HOGLUNDS TOP SHOP INC	\$1,725.43
2/14/24	6044345	NORTHWEST HANDLING SYSTEMS INC	\$5,576.33
2/14/24	6044346	LOUIS F MATHESON CONSTRUCTION INC	\$199.62
2/14/24	6044347	ALTEC INDUSTRIES INC	\$446.63
2/14/24	6044348	ANIXTER INC	\$40,450.62
2/14/24	6044349	SEMAPHORE CORP	\$7,385.28
2/14/24	6044350	ICONIX WATERWORKS INC	\$10,871.75
2/14/24	6044351	DUTHIE ENTERPRISES INC	\$3,681.65
2/14/24	6044352	TRC ENGINEERS INC	\$59,376.41
2/14/24	6044353	ENERGY AND ENVIRON ECNMCS INC	\$10,000.00
2/14/24	6044354	NICHOLAS BELISLE	\$50.92
2/14/24	6044355	GEORGE HESPE	\$120.80
2/14/24	6044356	GIUSEPPE FINA	\$2,006.58
2/15/24	6044357	ASPLUNDH TREE EXPERT LLC	\$31,365.89
2/15/24	6044358	DAVID EVANS & ASSOCIATES INC	\$6,654.06
2/15/24	6044359	IIA LIFTING SERVICES INC	\$1,580.00
2/15/24	6044360	HOWARD INDUSTRIES INC	\$168,252.51
2/15/24	6044361	NORTH COAST ELECTRIC COMPANY	\$2,446.37
2/15/24	6044362	ROBERT HALF INTERNATIONAL INC	\$6,886.40
2/15/24	6044363	RWC INTERNATIONAL LTD	\$4,982.58
2/15/24	6044364	SHI INTERNATIONAL CORP	\$4,445.87
2/15/24	6044365	STELLAR INDUSTRIAL SUPPLY INC	\$896.39
2/15/24	6044366	UNITED PARCEL SERVICE	\$392.47
2/15/24	6044367	GORDON TRUCK CENTERS INC	\$171.22
2/15/24	6044368	WEST PUBLISHING CORPORATION	\$8,330.04
2/15/24	6044369	WILLIAMS SCOTSMAN INC	\$1,540.24

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/15/24	6044370	CUZ CONCRETE PRODUCTS INC	\$2,787.15
2/15/24	6044371	DICKS TOWING INC	\$3,608.48
2/15/24	6044372	BEN-KO-MATIC CO	\$2,405.10
2/15/24	6044373	PACO VENTURES LLC	\$4,183.37
2/15/24	6044374	GARY PETERSEN	\$2,773.30
2/15/24	6044375	GARY PETERSEN	\$12,062.00
2/15/24	6044376	TYNDALE ENTERPRISES INC	\$112,773.31
2/15/24	6044377	WESTERN PACIFIC CRANE & EQUIP LLC	\$8,711.02
2/15/24	6044378	UNITED RENTALS NORTH AMERICA INC	\$13,728.08
2/15/24	6044379	GRAYBAR ELECTRIC CO INC	\$1,131.82
2/15/24	6044380	ALTEC INDUSTRIES INC	\$637.28
2/15/24	6044381	FINANCIAL CONSULTING SOLUTIONS GROU	\$875.00
2/15/24	6044382	RESOURCE INNOVATIONS INC	\$60,000.00
2/15/24	6044383	GMES LLC	\$494.00
2/15/24	6044384	GLASS FIX LLC	\$538.00
2/15/24	6044385	NOKIA OF AMERICA CORP	\$1,186.92
2/15/24	6044386	AMERICAN CRAWLSPACE & PEST SERVICES	\$824.00
2/15/24	6044387	AA REMODELING LLC	\$2,050.00
2/15/24	6044388	WASHINGTON ENERGY SERVICES COMPANY	\$2,650.00
2/15/24	6044389	REFINED CONSULTING GROUP	\$2,650.00
2/15/24	6044390	KEVIN JOHNSTON	\$43.52
2/15/24	6044391	GUY PAYNE	\$246.93
2/15/24	6044392	GEORGE OTT	\$279.38
2/15/24	6044393	LESLEY MAAS	\$111.85
2/15/24	6044394	JANET KLOOS	\$10.72
2/15/24	6044395	TOM CALLAGHAN	\$307.66
2/15/24	6044396	LIBERTY MUTUAL GROUP INC	\$51,778.98
2/16/24	6044397	DAVID EVANS & ASSOCIATES INC	\$33,846.40
2/16/24	6044398	MR TRUCK WASH INC	\$2,213.00
2/16/24	6044399	PETROCARD INC	\$30,155.06
2/16/24	6044400	TESSCO INCORPORATED	\$43.28
2/16/24	6044401	PACO VENTURES LLC	\$45,053.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/16/24	6044402	RMG FINANCIAL CONSULTING INC	\$350.00
2/16/24	6044403	RUBATINO REFUSE REMOVAL LLC	\$829.19
2/16/24	6044404	WASHINGTON ENERGY SERVICES COMPANY	\$2,650.00
2/16/24	6044405	SUSAN MARTIN	\$67.00
2/16/24	6044406	MONICA GORMAN	\$124.27
2/16/24	6044407	ROBERT MARKS	\$38.86
2/16/24	6044408	SIDNEY LOGAN	\$483.82
2/16/24	6044409	KYLE FITZHUGH	\$41.54
2/16/24	6044410	REBECCA WOLFE	\$691.44
2/16/24	6044411	CLAUDIU LAZAR	\$116.58
2/16/24	6044412	JEFFREY SELLENTIN	\$402.00
2/20/24	6044413	AVISTA CORPORATION	\$806,350.00
2/20/24	6044414	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$164.85
2/20/24	6044415	EUGENE WATER & ELECTRIC BOARD	\$28,165.00
2/20/24	6044416	INTERGRAPH CORPORATION	\$14,735.39
2/20/24	6044417	MOSS ADAMS LLP	\$40,000.00
2/20/24	6044418	NELSON DISTRIBUTING INC	\$169.37
2/20/24	6044419	NORTH COAST ELECTRIC COMPANY	\$3,328.55
2/20/24	6044420	PORTLAND GENERAL ELECTRIC CO	\$284,700.00
2/20/24	6044421	PUGET SOUND ENERGY INC	\$1,864,235.09
2/20/24	6044422	STELLAR INDUSTRIAL SUPPLY INC	\$4,259.52
2/20/24	6044423	STELLA-JONES CORPORATION	\$36,906.04
2/20/24	6044424	TOPSOILS NORTHWEST INC	\$2,875.00
2/20/24	6044425	TOYOTA TSUSHO MATERIAL HANDLING AME	\$416.27
2/20/24	6044426	TFS ENERGY LLC	\$925.00
2/20/24	6044427	TULLETT PREBON AMERICAS CORP	\$1,000.00
2/20/24	6044428	GORDON TRUCK CENTERS INC	\$207.46
2/20/24	6044429	RS AMERICAS INC	\$1,238.15
2/20/24	6044430	BP ENERGY CO	\$102,894.56
2/20/24	6044431	BRAKE & CLUTCH SUPPLY INC	\$846.38
2/20/24	6044432	CUZ CONCRETE PRODUCTS INC	\$3,827.24
2/20/24	6044433	DESIGNER DECAL INC	\$412.13

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/20/24	6044434	DICKS TOWING INC	\$590.76
2/20/24	6044435	ECOLIGHTS NORTHWEST LLC	\$1,154.63
2/20/24	6044436	GENERAL PACIFIC INC	\$33,075.05
2/20/24	6044437	HOGLUNDS TOP SHOP INC	\$1,862.81
2/20/24	6044438	LENZ ENTERPRISES INC	\$36.48
2/20/24	6044439	BRIAN DAVIS ENTERPRISES INC	\$748.42
2/20/24	6044440	NORTHWEST CASCADE INC	\$4,399.03
2/20/24	6044441	NVL LABORATORIES INC	\$110.75
2/20/24	6044442	NORTHWEST LININGS & GEOTEXTILE	\$478.81
2/20/24	6044443	POWER ENGINEERS INC	\$16,092.85
2/20/24	6044444	QUALCO ENERGY	\$10,077.04
2/20/24	6044445	RICHARDSON BOTTLING COMPANY	\$164.86
2/20/24	6044446	ROHLINGER ENTERPRISES INC	\$11,684.85
2/20/24	6044447	TRAVIS PATTERN & FOUNDRY INC	\$6,311.28
2/20/24	6044448	ZIPPER GEO ASSOCIATES LLC	\$1,169.75
2/20/24	6044449	GRAYBAR ELECTRIC CO INC	\$4,063.41
2/20/24	6044450	ALTEC INDUSTRIES INC	\$2,036.83
2/20/24	6044451	ANIXTER INC	\$321,798.53
2/20/24	6044452	MALLORY SAFETY AND SUPPLY LLC	\$140.82
2/20/24	6044453	SEATTLE NUT & BOLT LLC	\$1,947.50
2/20/24	6044454	THE GOODYEAR TIRE & RUBBER CO	\$1,231.23
2/20/24	6044455	CRITICAL INSIGHT INC	\$144,028.33
2/20/24	6044456	CG ENGINEERING PLLC	\$2,599.00
2/20/24	6044457	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,400.00
2/20/24	6044458	REXEL USA INC	\$1,317.82
2/20/24	6044459	TIOCCO-FILMAX A DIVISION OF FILMAX	\$1,038.08
2/20/24	6044460	HALEY & ALDRICH INC	\$640.64
2/20/24	6044461	CONOCOPHILLIPS COMPANY	\$5,674,159.50
2/20/24	6044462	USIC HOLDINGS INC	\$288.75
2/20/24	6044463	CONSTELLATION ENERGY CORP	\$1,939,623.76
2/20/24	6044464	MERRILL LYNCH COMMODITIES INC	\$1,475,404.00
2/21/24	6044465	DICA MARKETING COMPANY	\$29,220.81

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/21/24	6044466	NORTHSTAR CHEMICAL INC	\$2,676.50
2/21/24	6044467	PITNEY BOWES PRESORT SERVICES LLC	\$258.92
2/21/24	6044468	TOYOTA TSUSHO MATERIAL HANDLING AME	\$412.14
2/21/24	6044469	RS AMERICAS INC	\$1,239.68
2/21/24	6044470	EDGE ANALYTICAL INC	\$250.00
2/21/24	6044471	VALMONT TELECOMMUNICATIONS INC	\$280.78
2/21/24	6044472	VISION METERING LLC	\$1,275.00
2/21/24	6044473	GRAYBAR ELECTRIC CO INC	\$1,084.04
2/21/24	6044474	ALTEC INDUSTRIES INC	\$2.13
2/21/24	6044475	ANIXTER INC	\$171,831.17
2/21/24	6044476	RESOURCE INNOVATIONS INC	\$66,150.00
2/21/24	6044477	TARREN ACKERMANN	\$1,647.82
2/21/24	6044478	HM PACIFIC NORTHWEST FKA CADMAN	\$583.39
2/21/24	6044479	PACHECOS LANDSCAPING LLC	\$16,612.50
2/21/24	6044480	ENERGY AND ENVIRON ECNMCS INC	\$10,000.00
2/21/24	6044481	EMERGENT DEVICES INC	\$540.71
2/21/24	6044482	CAL-LINE NORTHWEST LLC	\$2,295.85
2/21/24	6044483	AMERICAN CRAWLSPACE & PEST SERVICES	\$2,977.00
2/21/24	6044484	AA REMODELING LLC	\$5,600.00
2/21/24	6044485	CM AIR PROS LLC	\$1,650.00
2/21/24	6044486	SIRENA FOTHERGILL	\$47.56
2/21/24	6044487	SHELBY JOHNSON	\$131.32
2/21/24	6044488	KAYLEE MAKI	\$54.00
2/21/24	6044489	IBEW LOCAL 77	\$82,011.17
2/21/24	6044490	OFFICE OF THE SECRETARY OF STATE	\$1,915.00
2/21/24	6044491	LIBERTY MUTUAL GROUP INC	\$12,736.26
2/22/24	6044492	AAA MONROE ROCK CORP	\$226.13
2/22/24	6044493	AQUA TRONICS INC	\$550.33
2/22/24	6044494	ASPLUNDH TREE EXPERT LLC	\$25,675.31
2/22/24	6044495	DAVID EVANS & ASSOCIATES INC	\$632.10
2/22/24	6044496	IIA LIFTING SERVICES INC	\$710.00
2/22/24	6044497	INTERWEST CONSTRUCTION INC	\$44,353.05

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/22/24	6044498	ROBERT HALF INTERNATIONAL INC	\$4,304.00
2/22/24	6044499	ROMAINE ELECTRIC CORP	\$3,114.03
2/22/24	6044500	SAUBER MANUFACTURING CO	\$513.00
2/22/24	6044501	SCHWEITZER ENGINEERING LAB INC	\$206.50
2/22/24	6044502	SISKUN INC	\$780.07
2/22/24	6044503	TOYOTA TSUSHO MATERIAL HANDLING AME	\$1,438.37
2/22/24	6044504	WILLIAMS SCOTSMAN INC	\$283.15
2/22/24	6044505	CELLCO PARTNERSHIP	\$1,772.62
2/22/24	6044506	EDGE ANALYTICAL INC	\$300.00
2/22/24	6044507	NORTHWEST CASCADE INC	\$187.50
2/22/24	6044508	LOUIS F MATHESON CONSTRUCTION INC	\$1,680.33
2/22/24	6044509	VALMONT TELECOMMUNICATIONS INC	\$87.48
2/22/24	6044510	GRAYBAR ELECTRIC CO INC	\$380.25
2/22/24	6044511	ALTEC INDUSTRIES INC	\$2,367.51
2/22/24	6044512	ANIXTER INC	\$21,228.26
2/22/24	6044513	EIP COMMUNICATIONS I LLC	\$6,624.22
2/22/24	6044514	OPENSQUARE HOLDINGS LLC	\$7,838.23
2/22/24	6044515	THE ADT SECURITY CORPORATION	\$16,777.61
2/22/24	6044516	SUNBELT RENTALS INC	\$125.06
2/22/24	6044517	GLASS FIX LLC	\$664.00
2/22/24	6044518	GREGCO EXCAVATING LLC	\$1,249.75
2/22/24	6044519	HP INC	\$2,293.61
2/22/24	6044520	AA REMODELING LLC	\$1,050.00
2/22/24	6044521	CM AIR PROS LLC	\$3,300.00
2/22/24	6044522	HUGH GIBSON	\$718.80
2/22/24	6044523	ALEXANDER WARTES	\$54.94
2/23/24	6044524	INTERWEST CONSTRUCTION INC	\$1,815.25
2/23/24	6044525	MR TRUCK WASH INC	\$4,516.89
2/23/24	6044526	PACIFIC TOPSOILS INC	\$123.50
2/23/24	6044527	PUGET SOUND ENERGY INC	\$171,312.35
2/23/24	6044528	CAPITAL ARCHITECTS GROUP PC	\$6,697.50
2/23/24	6044529	SHERELLE GORDON	\$5,648.87

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
2/23/24	6044530	QUALITROL COMPANY LLC	\$24,922.88
Total:			\$15,314,173.04

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
2/12/24	7003151	US DEPARTMENT OF ENERGY	\$413,615.00
2/12/24	7003152	ICMA-RC	\$45,438.90
2/12/24	7003153	CRAWFORD & COMPANY	\$4,871.70
2/12/24	7003154	US BANK NA	\$2,522,963.19
2/13/24	7003155	CRAWFORD & COMPANY	\$164.10
2/20/24	7003156	PUBLIC UTILITY DIST NO 1 OF CHELAN	\$788,056.08
2/20/24	7003157	THE ENERGY AUTHORITY INC	\$3,459,929.20
2/20/24	7003158	CITY OF SEATTLE	\$366,937.74
2/20/24	7003159	TRANSALTA ENERGY MARKETING US INC	\$8,033,060.81
2/20/24	7003160	US DEPARTMENT OF ENERGY	\$3,500,740.00
2/20/24	7003161	CITY OF TACOMA WASHINGTON	\$58,400.00
2/20/24	7003162	EDF TRADING NORTH AMERICA LLC	\$112,500.00
2/20/24	7003163	HAMPTON LUMBER MILLS-WA INC	\$125,005.34
2/20/24	7003164	LL&P WIND ENERGY INC	\$263,461.92
2/20/24	7003165	MACQUARIE ENERGY NORTH AMERICA TRAD	\$870,781.00
2/20/24	7003166	MORGAN STANLEY	\$1,559,788.60
2/20/24	7003167	CITIGROUP ENERGY INC	\$1,020,870.00
2/20/24	7003168	HOOTSUITE INC	\$11,610.80
2/20/24	7003169	AVANGRID RENEWABLES HOLDINGS INC	\$2,365,917.66
2/20/24	7003170	DYNASTY POWER INC	\$2,275,711.00
2/21/24	7003171	ICMA-RC	\$250,918.89
2/21/24	7003172	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$29,194.74
2/21/24	7003173	ICMA-RC	\$643,563.91
2/22/24	7003174	CRAWFORD & COMPANY	\$5,775.61
2/23/24	7003175	FIRST AMERICAN TITLE	\$1,905,973.66
2/23/24	7003176	CALPINE CORP	\$42,500.00

Total: \$30,677,749.85

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
2/20/24	5300000979	PUD EMPLOYEES - DIRECT DEPOSIT	\$4,487,973.18
2/22/24	845118 - 845128	PUD EMPLOYEES - WARRANTS	\$20,869.92

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
2/14/24	5300000977	US POSTAL SVC	\$110,000.00
2/16/24	5300000978	WELLNESS BY WISHLIST INC	\$32,636.31
2/20/24	5300000979	ADP INC	\$1,061,259.22
2/22/24	5300000981	WELLNESS BY WISHLIST INC	\$7,899.34
2/23/24	5300000982	WELLNESS BY WISHLIST INC	\$26,173.67
Total:			\$1,237,968.54



BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

Agenda Item: 4A

TITLE

Consideration of a Resolution Amending the District's Retail Electric and Street Lighting Service Rate Schedules

SUBMITTED FOR: Public Hearing and Action

Rates Economics & Energy Risk Mgmt Peter Dauenhauer 1762
Department Contact Extension
Date of Previous Briefing: February 20, 2024
Estimated Expenditure: Presentation Planned

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description GP-3(4)(C)(1), a non-delegable, statutorily-assigned Board duty: Rates/Fees. Establish and maintain rates and charges for electric energy and water and various other services, facilities and commodities sold, furnished or supplied by the District.

District staff is proposing a 5.8 percent system average revenue adjustment to address a portion of the 2024 - 2028 budget deficit. District staff has analyzed a number of factors affecting wholesale and retail electric rates and street lighting service rates since the last general rate adjustment in April 2023, including but not limited to ongoing expenses related to the supply chain issues, high and volatile wholesale electricity markets, and general inflation.

A briefing was held on February 6, 2024.

A public hearing regarding these changes was held on February 20, 2024.

List Attachments:

- Resolution
Exhibit A – Redlined
Presentation – Previously Presented February 20, 2024

RESOLUTION NO. _____

A RESOLUTION Amending the District's Retail Electric and Street Lighting Service Rate Schedules

WHEREAS, Public Utility District No. 1 of Snohomish County (the "District") currently has a significant budget deficit for 2024; and

WHEREAS, District staff has reviewed applicable issues potentially impacting wholesale and retail electric rates and street lighting service rates since the last rate adjustment, including but not limited to ongoing expenses related to supply chain issues, high and volatile wholesale electricity markets, and general inflation; and

WHEREAS, District staff also has considered additional factors that create rate pressure, such as a forecast for continued budget deficits in upcoming years, the potential for negative consequences for failure to maintain healthy debt coverage amounts, future legislative and regulatory mandates dealing with climate change, and other energy and environmental initiatives, the impacts of electrification; and unforeseeable weather events; and

WHEREAS, District staff reviewed applicable issues potentially impacting street lighting service rates since the last adjustment, including but not limited to increases in power costs, general inflation, and the cost of goods over that time period; and

WHEREAS, District staff has proposed a 5.8 percent system average revenue adjustment to address the factors set forth above; and

WHEREAS, a properly noticed meeting to consider the proposed rate adjustment was held on February 6, 2024, and a properly noticed public hearing to consider the proposed rate adjustment was held on February 20, 2024; and

WHEREAS, the Board of Commissioners, having reviewed and considered information, testimony and evaluation presented and received at its public hearing, has

determined that it would be in the best interest of the District and its electric utility customers that the District's retail electric and street lighting services rates should increase by 5.8 percent on a system average basis on April 1 of this year to achieve a reasonable balance between the needs of the District's customer/owners for stable rates while firmly maintaining the District's financial stability.

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

The District's Retail Electric Rate Schedule Nos. 7, 20, 20EV, 23, 25, 36, and 38, and the District's Street Lighting Service Rate Schedule Nos. 1, 3, 4, and 5 shall be revised as attached hereto as Exhibit A and incorporated herein by this reference, effective April 1, 2024.

PASSED AND APPROVED this 5th day of March, 2024.

President

Vice-President

Secretary



EXHIBIT A



SCHEDULE 7 – RESIDENTIAL SERVICE

(1) AVAILABILITY: This schedule (“Schedule”) is available in all territory served by the PUD for residential service. To be eligible for residential service, a facility must have no more than two dwelling units on a single meter and all facilities or structures must be related to or intended for human habitation. This schedule is also available for incidental farm service when used in conjunction with such residential service on the same premises. The following rates will be in effect through the dates indicated below, unless amended by the Commission.

(2) TYPE OF SERVICE: Sixty-hertz alternating current. The PUD reserves the right of final determination of voltage and phase of service.

(3) RATE: The monthly billing shall be the greater of: (i) the sum of the Base Charge and Energy Charge; or, (ii) the Minimum Charge. Charges are calculated on a “per meter” basis. Each retail meter or billing installation shall be individually subject to the below charges.

(a) Schedule 7 Customers other than income-qualified customers (see (b) below).

Base Charge per day:

Effective Date	April 1, 2023	November 1, 2023	April 1, 2024
Small \$/Day	\$0.22	\$0.22	\$0.36
Medium \$/Day	\$0.34	\$0.35	\$0.59
Large \$/Day	\$0.47	\$0.48	\$0.84
Extra Lg. \$/Day	\$0.76	\$0.77	\$1.37

- **Small Service:**
 - Multifamily units
 - Services with panel sizes of 100 amps or less, or;
 - Supplemental “Add-on” services with panel sizes of 200 amps or less that are located on the same or contiguous parcels as a Schedule 7 dwelling unit billed to the same customer. Such services provide electricity to facilities that are used in conjunction with residential service but are not intended for human habitation such as garages, barns, or well pumps.
- **Medium Service:** Services with panel sizes of up to 200 amps and services connected or last upgraded prior to April 1, 2022 that do not qualify as Small Services.
- **Large Service:** Services with panel sizes greater than 200 amps and less than 401 amps.
- **Extra Large Service:** Services with panel sizes greater than 400 amps.



Energy Charge per kWh:

Effective Date	April 1, 2023	November 1, 2023	April 1, 2024
\$/kWh	\$0.10140	\$0.10279	\$0.09610 <u>0.10263</u>

Minimum Charge:

Effective Date	April 1, 2023	April 1, 2024
\$/Day	\$0.53	NA

(b) Income-qualified customers receiving a discount as established in the current Customer Service Regulations for Electric Service.

Base Charge per day:

Effective Date	April 1, 2023	November 1, 2023	April 1, 2024
Small \$/Day	\$0.22	\$0.22	\$0.36
Medium \$/Day	\$0.34	\$0.35	\$0.59
Large \$/Day	\$0.47	\$0.48	\$0.84
Extra Lg. \$/Day	\$0.76	\$0.77	\$1.37

Energy Charge per kWh:

Effective Date	April 1, 2023	November 1, 2023	April 1, 2024
\$/kWh	\$0.09871	\$0.10007	\$0.09530 <u>0.10183</u>

Minimum Charge:

Effective Date	April 1, 2022	April 1, 2023	April 1, 2024
\$/Day	\$0.52	\$0.52	NA



(4) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE: Service under this schedule is subject to the limitations on liability and other terms and conditions of service specified in the district's electric service regulations and rate schedule 82.

(5) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(6) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration ("BPA") adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

(7) BPA RESIDENTIAL EXCHANGE BENEFITS: BPA is authorized to offer Residential Exchange benefits to eligible utilities, which benefits must be passed through to the utility's residential and small farm customers. To the extent the PUD obtains Residential Exchange benefits in any given BPA rate period, the rates in this Schedule will be adjusted by applying credits that reflect the benefits the PUD receives.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 6002 (2021); 5940 (2019); 5927 (2019); 5822 (2017); 5806 (2017); 5735 (2015); 5728 (2015); 5708 (2015); COLA (2015); COLA (2014); 5639 (2013); 5626 (2013); 5574 (2012); COLA (2013); COLA (2012); 5553 (2011); 5470 (2009); 5450 (2009); 5440 (2009); 5418 (2009); COLA (2009); 5339 (2008); 5067 (2002); 5043 (2002); 5011 (2001); 4973(2001); 4963 (2000); 4925 (2000); 4861 (1999); 4848 (1999); 4835 (1999); 4774 (1998); 4666 (1997); 4600 (1997); 4532 (1996); 4366 (1995); 4146 (1994); 4010 (1993);3984 (1993); 3908 (1993); 3826 (1992); 3644 (1991); 3405 (1990); 3386 (1990); 3284 (1989); 3283 (1989); 3281 (1989); 3169 (1988); 3104 (1987); 2969 (1986); 2881 (1985); 2879 (1985); 2806 (1984); 2726 (1983); 2715 (1983); 2704 (1983); 2684 (1983); 2644 (1982); 2528 (1981); 2509 (1981); 2459 (1981); 2445 (1980); 2442 (1980); 2436 (1980); 2426 (1980); 2345 (1979); 2202 (1978); 1996 (1975); 1392 (1966); 1371 (1966); 795 (1957)]



SCHEDULE 20 – GENERAL SERVICE, MEDIUM LOAD

(1) AVAILABILITY: This schedule (“Schedule”) is available in all territory served by the District for commercial, industrial, governmental, institutional, agricultural, and multiple residential customers whose actual Billing Demand was at least 100 kW once during the most recent twelve consecutive months, or whose estimated future Billing Demand, as estimated by the District, is at least 100 kW for one or more months during the twelve consecutive months following commencement of service under this schedule, or whose actual energy usage was at least 30,000 kWh per month once during the most recent twelve consecutive months. This schedule is not available to “New Large Single Loads” as defined in Rate Schedule 37. Such loads shall be served under Rate Schedule 37 - New Large Single Loads.

(2) TYPE OF SERVICE: Service is sixty Hertz alternating current delivered to one Point of Delivery. The District reserves the right of final determination of voltage and phase of service. Where mutually agreeable to the customer and the District, and at the option of the District, as indicated in Section 3.5 of the Customer Contract, service may be metered on the primary side of the distribution transformer.

(3) CUSTOMER CONTRACT: The District may, in its sole discretion, require the Customer to execute a contract (the “Customer Contract”) as a condition of receiving service under this Schedule if the Customer receives service from the District at the primary voltage level, where the District has provided special undertakings to the Customer, or in other circumstances where the District judges that a contract may be prudent. Unless otherwise specified in the Customer Contract, such contract will commence on its effective date and will, unless earlier terminated in accordance with the provisions of the Customer Contract, continue until such time as the Customer no longer receives service under this Schedule or the Customer Contract is terminated by mutual agreement of the District and the Customer.

(4) RATE: The monthly billing shall be the greater of: (i) the sum of the Base Charge, Demand Charge and Energy Charge; or, (ii) the Minimum Charge. Charges are calculated on a “per meter” basis. Each retail meter or billing installation shall be individually subject to the below charges. All rates are subject to adjustments pursuant to Rate Schedule 82.

Base Charge per day:

Effective Date	January 1, 2023	April 1, 2023	April 1, 2024
Base Charge	\$1.00 / day	\$1.35 / day	\$2.10 / day



Energy Charge per kWh:

Effective Date	April 1, 2023	November 1, 2023	<u>April 1, 2024</u>
First 30,000 kWh	\$0.0888	\$0.0900	<u>\$0.09000</u>
Over 30,000 kWh (July – March)	\$0.0725	\$0.0735	<u>\$0.08012</u>
Over 30,000 kWh (April – June)	\$0.0525	\$0.0535	<u>\$0.06012</u>

Demand Charge per kW of Billing Demand:

Effective Date	January 1, 2023	November 1, 2023	<u>April 1, 2024</u>
Billing Demand Up to 100 kW	N/A	N/A	N/A
Billing Demand Over 100 kW	\$6.66	\$6.76	<u>\$7.16</u>

Billing Demand shall be equal to the maximum 15-minute demand measured during the billing period.

Minimum Charge:

Effective Date	January 1, 2023	April 1, 2023	<u>April 1, 2023</u>
Daily charge	\$1.17 / day	\$1.52 / day	<u>\$2.27 per day</u>
Additional daily charge for all connected load > 10 kW	\$.01707 per kW/day	\$.01707 per kW/day	<u>\$0.01707 per kW per day</u>

(5) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE: Service under this schedule is subject to the limitations on liability and other terms and conditions of service defined in the District's electric service regulations and Rate Schedule 82.

(6) TAX ADDITIONS: The above rates are subject to proportional increases to compensate



for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the District.

(7) TRANSFER TO OTHER RATE SCHEDULES: A customer receiving service under this rate schedule whose electric power usage falls below the usage criteria in Section (1) above shall be transferred to another Rate Schedule for which it qualifies as soon as is practical. Upon the expiration of the Term or earlier termination of any of the Customer Service Documents for any reason, the Customer shall, if it requires continued electric service, commence taking service under the then-applicable retail tariff prescribed by the PUD for firm service to customers in its class; provided, however, that any such service shall be subject to availability.

(8) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration ("BPA") adjusts its wholesale power and transmission rates to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5979 (2020); 5927 (2019); 5806 (2017); 5806 (2017); 5735 (2015); 5708 (2015); 5639 (2013); 5626 (2013); 5574 (2012); 5553 (2011); 5470 (2009); 5450 (2009); 5440 (2009); 5418 (2009); 5043 (2002); 5023 (2001); 5011 (2001); 4963 (2000); 4835 (1999); 4848 (1999); 4600 (1997); 4010 (1993); 3908 (1993); 3405 (1990); 3386 (1990); 2879 (1985); 2726 (1983); 2704 (1983); 2684 (1983); 2644 (1982); 2509 (1981); 2445 (1980); 2442 (1980); 2345 (1979); 2202 (1978); 1996 (1975); 1392 (1966); 1371 (1966); 795 (1957)]



SCHEDULE 20EV – PUBLIC ELECTRIC VEHICLE CHARGERS

(1) AVAILABILITY: This schedule (“Schedule”) is available in all territory served by the PUD for publicly available electric vehicle charging equipment that is metered separately from other loads not primarily associated with the charging of electric vehicles and whose total connected load is at least 100 kW and no greater than 5 MW.

Participation in this rate schedule is optional and eligible customers may choose to participate at any time. Customers who transfer from this rate schedule will not be eligible to participate for a 12-month period following the date of their exit. This rate schedule shall expire December 31, 2030 and all customers served by this schedule shall be transferred pursuant to Section 7.

(2) TYPE OF SERVICE: Service is sixty Hertz alternating current delivered to one Point of Delivery. The District reserves the right of final determination of voltage and phase of service. Where mutually agreeable to the customer and the District, and at the option of the District, as indicated in Section 3.5 of the Customer Contract, service may be metered on the primary side of the distribution transformer.

(3) CUSTOMER CONTRACT: The District may, in its sole discretion, require the Customer to execute a contract (the “Customer Contract”) as a condition of receiving service under this Schedule if the Customer receives service from the District at the primary voltage level, where the District has provided special undertakings to the Customer, or in other circumstances where the District judges that a contract may be prudent. Unless otherwise specified in the Customer Contract, such contract will commence on its effective date and will, unless earlier terminated in accordance with the provisions of the Customer Contract, continue until such time as the Customer no longer receives service under this Schedule or the Customer Contract is terminated by mutual agreement of the District and the Customer.

(4) RATE: The monthly billing shall be the greater of: (i) the sum of the Base Charge, Demand Charge and Energy Charge; or, (ii) the Minimum Charge. Charges are calculated on a “per meter” basis. Each retail meter or billing installation shall be individually subject to the below charges. All rates are subject to adjustments pursuant to Rate Schedule 82.

Base Charge: cents per day per meter or billing installation

Effective Date	Base Rate
January 1, 2023	\$1.00 / day
April 1, 2023	\$1.35 / day
April 1, 2024	\$2.10 / day

Demand Charge:

- First 100 kW per month of Billing Demand: \$0 per kW - month
- Over 100 kW per month of Billing Demand:

Effective Date	Demand Rate
January 1, 2023	\$1.33 / kW



November 1, 2023	\$1.35 / kW
January 1, 2024	\$2.03 / kW
<u>April 1, 2024</u>	<u>\$2.67 / kW</u>
January 1, 2025	\$2.70 <u>3.31</u> / kW
January 1, 2026	\$3.38 <u>3.95</u> / kW
January 1, 2027	\$4.06 <u>4.60</u> / kW
January 1, 2028	\$4.73 <u>5.24</u> / kW
January 1, 2029	\$5.41 <u>5.88</u> / kW
January 1, 2030	\$6.08 <u>6.52</u> / kW
January 1, 2031	\$6.76 <u>7.16</u> / kW

Energy Charge:

- First 30,000 kWh per month:

Effective Date	Energy Rate
April 1, 2023	\$0.0888 per kWh
November 1, 2023	\$0.09000 per kWh

- Over 30,000 kWh per month:

Effective Date	July - March	April - June
January 1, 2023	-\$0.0853 per kWh	-\$0.0813 per kWh
November 1, 2023	\$0.0882 per kWh	\$0.0859 per kWh
January 1, 2024	\$0.0863 per kWh	\$0.0819 per kWh
<u>April 1, 2024</u>	<u>\$0.08556 per kWh</u>	<u>\$0.07917 per kWh</u>
January 1, 2025	\$0.0845 <u>0.08478</u> per kWh	\$0.0778 <u>0.07645</u> per kWh
January 1, 2026	\$0.0827 <u>0.08400</u> per kWh	\$0.0738 <u>0.07372</u> per kWh
January 1, 2027	\$0.0808 <u>0.08323</u> per kWh	\$0.0697 <u>0.07100</u> per kWh
January 1, 2028	\$0.0790 <u>0.08245</u> per kWh	\$0.0657 <u>0.06828</u> per kWh
January 1, 2029	\$0.0772 <u>0.08167</u> per kWh	\$0.0616 <u>0.06556</u> per kWh
January 1, 2030	\$0.0753 <u>0.08089</u> per kWh	\$0.0576 <u>0.06284</u> per kWh
January 1, 2031	\$0.0735 <u>0.08012</u> per kWh	\$0.0535 <u>0.06012</u> per kWh

Minimum Charge: Sum of the Daily Charge and the Additional Charge for all connected load greater than 10 kW

Effective Date	Daily Charge	Additional Charge
January 1, 2023	\$1.17 / day	\$.01707 per kW > 10/day
April 1, 2023	\$1.52 / day	\$.01707 per



		kW > 10/day
<u>April 1, 2024</u>	<u>\$2.27 / day</u>	<u>\$0.01707 per kW > 10 per day</u>

(5) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE: Service under this schedule is subject to the limitations on liability and other terms and conditions of service defined in the District's electric service regulations and Rate Schedule 82.

(6) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the District.

(7) TRANSFER TO OTHER RATE SCHEDULES: A customer receiving service under this rate schedule whose electric service requirements change so as to no longer meet the criteria in Section (1) above shall be transferred to another Rate Schedule for which it qualifies as soon as is practical. Upon the expiration of the Term or earlier termination of any of the Customer Service Documents for any reason, the Customer shall, if it requires continued electric service, commence taking service under the then-applicable retail tariff prescribed by the PUD for firm service to customers in its class; provided, however, that any such service shall be subject to availability.

(8) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration ("BPA") adjusts its wholesale power and transmission rates to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November-April 1, 2024~~³

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (as amended by 6032) (2021); 5980 (2020)]



SCHEDULE 23 – SPECIAL CONTINUOUS SERVICE

(1) AVAILABILITY: This schedule is available in all territory served by the PUD for non-metered service to television cable amplifiers, air traffic warning lights, and other such applications where metering is deemed impractical by the PUD.

This schedule requires that customer-owned, fixed load equipment be installed on existing PUD-owned distribution facilities.

(2) TYPE OF SERVICE: Sixty hertz alternating current. The PUD reserves the right of final determination of voltage and phase of service.

(3) RATE: The monthly billing shall be the sum of the Customer Charge and Energy Charge.

Customer Charge:

(effective April 1, 2023) 37 cents per day

(effective April 1, 2024) 48 cents per day

Energy Charge:

(effective April 1, 2023) 8.88 cents per kWh

(effective November 1, 2023) 9.00 cents per kWh

Energy use shall be computed by the following formula:

$$\frac{\text{Equipment wattage rating} \times \text{hours of operation}}{1000} = \text{kWh}$$

(4) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE: Service under this schedule is subject to the limitations on liability and other terms and conditions of service defined in the District’s electric service regulations and Rate Schedule 82.

(5) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(6) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration (“BPA”) adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5806 (2017); 5735 (2015); 5708 (2015); 5639 (2013); 5626 (2013); 5574 (2012); 5553 (2011); 5470 (2009); 5450 (2009); 5440 (2009); 5418 (2009); 5043 (2002); 5011 (2001); 4963 (2000); 4848 (1999); 4835 (1999); 4600 (1997); 4010 (1993); 3908 (1993); 3405 (1990); 2879 (1985); 2726 (1983); 2704 (1983);



2684 (1983); 2644 (1982); 2509 (1981); 2445 (1980); 2442 (1980); 2345 (1979); 2202 (1978); 1996 (1975)]



SCHEDULE 25 – GENERAL SERVICE, SMALL LOAD

(1) AVAILABILITY: This schedule (“Schedule”) is available in all territory served by the District for commercial, industrial, governmental, institutional, agricultural, and multiple residential customers. This Schedule is not available to “New Large Single Loads” as defined in Rate Schedule 37. Such loads shall be served under Rate Schedule 37 - New Large Single Loads.

(2) TYPE OF SERVICE: Service is sixty Hertz alternating current delivered to one point of delivery. The District reserves the right of final determination of voltage and phase of service. Where mutually advantageous to the customer and the District, and at the option of the District, service may be metered on the primary side of the District's transformers.

(3) RATE: The monthly charges shall be the greater of: (i) the sum of the Base Charge and the Energy Charge; or, (ii) the Minimum Charge. Charges are calculated on a “per meter” basis. Each retail meter or billing installation shall be individually subject to the below charges. All rates are subject to adjustments pursuant to Rate Schedule 82.

Base Charge per day:

Effective Date	January 1, 2023	April 1, 2023	<u>April 1, 2024</u>
Base Charge	\$0.58 / day	\$0.58 / day	<u>\$0.92 / day</u>

Energy Charge per kWh:

Effective Date	April 1, 2023	November 1, 2023
All kWh	\$0.0888	\$0.0900

Minimum Charge:

Effective Date	January 1, 2023	April 1, 2023	<u>April 1, 2024</u>
Daily charge	\$0.75 / day	\$0.75 / day	<u>\$1.10 / day</u>
Additional daily charge for all connected load > 10 kW	\$.01707 per kW/day	\$.01707 per kW/day	<u>\$0.01707 per kW/day</u>



(4) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE. Service under this Schedule is subject to the limitations on liability and other terms and conditions of service defined in the District's electric service regulations and Rate Schedule 82.

(5) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the District.

(6) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration ("BPA") adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5979 (2020); 5927 (2019); 5806 (2017); 5735 (2015); 5708 (2015); 5639 (2013); 5626 (2013); 5574 (2012); 5553 (2011); 5470 (2009); 5450 (2009); 5440 (2009); 5418 (2009); 5043 (2002); 5023 (2001)]



SCHEDULE 36 – LARGE PRIMARY SERVICE

(1) APPLICABILITY; CONTRACT TERM: This schedule (this “Schedule”) is available in all territory served by the PUD for unregulated service to loads with demands exceeding 5,000 kW, upon execution of a primary service contract between the PUD and the Customer (the “Customer Contract”). The term of each Customer Contract will commence on the effective date of such contract and will, unless earlier terminated in accordance with the provisions of this Schedule or under the terms of the Customer Contract, continue until such time as such Customer Contract is terminated by mutual agreement of the PUD and the Customer (such term, including any extensions and renewals thereof, the “Term”).

Service under this Schedule is subject to the terms and conditions of this Schedule, Rate Schedule 82, the Customer Contract and the PUD’s Electric Service Regulations (collectively, the “Customer Service Documents”). All capitalized terms used but not defined herein will have the respective meaning set forth in the Customer Contract or the other Customer Service Documents.

This Schedule does not apply to a “New Large Single Load” as defined in Rate Schedule 37. Such loads will be served by Rate Schedule 37 – New Large Single Loads.

(2) TYPE OF SERVICE: Three-phase, sixty-hertz alternating current at the primary voltage available.

(3) RATE:

- Demand Charge:
~~(effective April 1, 2023) \$4.78 per kW of monthly billing demand~~
(effective November 1, 2023) \$4.92 per kW of monthly billing demand
~~(effective April 1, 2024) \$5.46 per kW of monthly billing demand~~
- Energy Charge:
~~(effective April 1, 2023) 5.86 cents per kWh~~
(effective November 1, 2023) 5.95 cents per kWh
~~(effective April 1, 2024) 6.35 cents per kWh~~

(4) MINIMUM CHARGE: The monthly minimum will be the minimum charge contracted for, but in no case less than ~~\$10,500.008,517~~.

(5) BILLING DEMAND: The monthly billing demand is subject to adjustment in accordance with Schedule 82, and will be:

- (A) The maximum fifteen-minute demand established during the hours from 7 a.m. to 10 p.m. Pacific standard or daylight time as applicable, Monday through Saturday.
- (B) All other hours – no demand charge.

(6) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE: SERVICE UNDER THIS RATE SCHEDULE IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS OF LIABILITY, AND ADJUSTMENTS TO RATES AND BILLING DEMANDS SET FORTH IN RATE SCHEDULE 82 – ADJUSTMENTS, TERMS AND CONDITIONS OF SERVICE, AND LIMITATIONS OF LIABILITY.



(7) TRANSFER TO OTHER RATE SCHEDULES: A customer receiving service under this rate schedule whose electric power usage falls below the usage criteria in Section (1) above shall be transferred to another Rate Schedule for which it qualifies as soon as is practical. Upon the expiration of the Term or earlier termination of any of the Customer Service Documents for any reason, the Customer shall, if it requires continued electric service, commence taking service under the then-applicable retail tariff prescribed by the PUD for firm service to customers in its class; provided, however, that any such service shall be subject to availability.

(8) BPA COST ADJUSTMENT. From time to time the Bonneville Power Administration (“BPA”) adjusts its wholesale power and transmission rates to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5806 (2017); 5735 (2015); 5708 (2015); 5639 (2013); 5626 (2013); 5574 (2012); 5553 (2011); 5470 (2009); 5450 (2009); 5440 (2009); 5418 (2009); 5043 (2002); 5011 (2001); 4963 (2000); 4848 (1999); 4835 (1999); 4600 (1997); 4010 (1993); 3908 (1993); 3405 (1990); 3386 (1990); 3211 (1988); 2879 (1985); 2726 (1983); 2704 (1983); 2684 (1983); 2644 (1982); 2509 (1981); 2445 (1980); 2442 (1980); 2345 (1979); 2202 (1978); 1996 (1975); 1653 (1970); 1392 (1966); 1371 (1966); 795 (1957)]



SCHEDULE 38 – LARGE 115 kV SERVICE

(1) AVAILABILITY: This schedule is available in all territory served by the PUD for physically unregulated service to loads with demands exceeding 5,000 kW, upon execution of a contract for a term of not less than 5 years.

This rate schedule does not apply to a “New Large Single Load” as defined in Rate Schedule 37. Such loads shall be served by Rate Schedule 37 - New Large Single Loads.

(2) TYPE OF SERVICE: Three-phase, sixty-hertz alternating current at 115 kilovolts.

(3) RATE: The monthly billing shall be the greater of: (i) the sum of the Demand Charge and Energy Charge; or, (ii) the Minimum Charge described in (4) below.

o Demand Charge:

~~(effective April 1, 2023) \$4.41 per kW of monthly billing demand~~

(effective November 1, 2023) \$ 4.42 per kW of monthly billing demand

~~(effective April 1, 2024) \$4.96 per kW of monthly billing demand~~

o Energy Charge:

~~(effective April 1, 2023) 5.80 cents per kWh~~

(effective November 1, 2023) 5.89 cents per kWh

~~(effective April 1, 2024) 6.29 cents per kWh~~

(4) MINIMUM CHARGE: The monthly minimum shall be the minimum charge contracted for, but in no case less than ~~\$7,500.00~~\$6,083.

(5) BILLING DEMAND: The monthly billing demand is subject to adjustment in accordance with Schedule 82, and shall be:

(a) The maximum fifteen-minute demand established during the hours from 7 a.m. to 10 p.m. standard or daylight time as applicable, Monday through Saturday.

(b) All other hours - no demand charge.

(6) ADJUSTMENTS, LIMITATIONS OF LIABILITY, AND ADDITIONAL TERMS OF SERVICE: SERVICE UNDER THIS RATE SCHEDULE IS SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS OF LIABILITY, SET FORTH IN THE PUD’S ELECTRIC SERVICE REGULATIONS AND RATE SCHEDULE 82 – ADJUSTMENTS, TERMS AND CONDITIONS OF SERVICE, AND LIMITATIONS OF LIABILITY. THE ABOVE RATES AND BILLING DEMANDS ARE SUBJECT TO RATE SCHEDULE 82 – ADJUSTMENTS, TERMS AND CONDITIONS OF SERVICE, AND LIMITATIONS OF LIABILITY.

(7) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(8) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration (“BPA”) adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either



up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5806 (2017); 5735 (2015); 5708 (2015); 5639 (2013); 5626 (2013); 5574 (2012); 5553 (2011); 5470 (2009); 5450 (2009); 5440 (2009); 5418 (2009); 5345 (2008)]



STREET LIGHTING RATES

- Schedule 1 Municipal Street Lighting Service
- Schedule 3 Area Lighting Service
- Schedule 4 Municipal Owned and Maintained Street Lighting Service
- Schedule 5 Suburban Street Lighting Service



SCHEDULE 1 – MUNICIPAL STREET LIGHTING SERVICE

(1) AVAILABILITY: This schedule is available to counties and municipalities in all territory served by the PUD for street lighting service upon execution of a Municipal Street Lighting Contract.

This schedule provides for lighting from dusk to dawn for public streets, alleys, thoroughfares, and grounds, installed in accordance with PUD specifications.

(2) MONTHLY RATES:

~~Effective April 1, 2023~~

100 Watts	\$6.35
200 Watts	\$9.59
250 Watts	\$11.31
400 Watts	\$15.56

Effective November 1, 2023

100 Watts	\$6.41
200 Watts	\$9.68
250 Watts	\$11.41
400 Watts	\$15.70

Effective April 1, 2024

100 Watts	\$6.85
200 Watts	\$10.34
250 Watts	\$12.19
400 Watts	\$16.77

All wattages are indicative of lumens as produced by High Pressure Sodium (HPS) lamps. The District may, at its own discretion, utilize alternative lighting technologies that it determines to provide similar lighting attributes.

(3) TERMS OF SERVICE: Service under this schedule is subject to terms as defined in the Contract, the PUD's Electric Service Regulations, and to Schedule 82 which defines the PUD's Adjustments, Terms and Conditions of Service, and Limitations of Liability.

(4) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(5) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration ("BPA") adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be



developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5941 (2020); 5806 (2017); 5735 (2015); 5639 (2013); 5626 (2013); 5043 (2002); 5011 (2001); 4848 (1999); 4835 (1999); 3405 (1990); 3206 (1988); 2892 (1985); 2531 (1981); 2379 (1980); 2345 (1979); 2202 (1978); 2062 (1976); 1996 (1975); 1737 (1971); 1392 (1966); 1371 (1966); 795 (1957)]



SCHEDULE 3 – AREA LIGHTING SERVICE

(1) AVAILABILITY: This schedule is available in all territory served by the PUD for overhead lighting upon execution of an Area Lighting Service Contract.

This schedule provides for lighting from dusk to dawn on public or private property, installed in accordance with PUD specifications.

(2) RATE: Area Street Lighting Service – Effective April 1, 2023 – 29 cents per day
Area Street Lighting Service – Effective April 1, 2024 – 31 cents per day

(3) TERMS OF SERVICE: Service under this schedule is subject to terms as defined in the Contract, the PUD's Electric Service Regulations, and to Schedule 82 which defines the PUD's Adjustments, Terms and Conditions of Service, and Limitations of Liability.

(4) TAX ADDITIONS: The above rate is subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(5) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration (“BPA”) adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5806 (2017); 5735 (2015); 5639 (2013); 5626 (2013); 5043 (2002); 5011 (2001); 4848 (1999); 4835 (1999) 3405 (1990); 3206 (1988); 2892 (1985); 2644 (1982); 2531 (1981); 2345 (1979); 2202 (1978); 1996 (1975); 1392 (1966); 1371 (1966); 795 (1957)]



SCHEDULE 4 – MUNICIPAL OWNED AND MAINTAINED STREET LIGHTING SERVICE

(1) AVAILABILITY: This schedule is available to counties and municipalities in all territory served by the PUD for municipally owned and maintained street lighting service upon execution of a Municipally Owned and Maintained Street Lighting Contract.

(2) MONTHLY RATES:

Schedule 4 – HIGH PRESSURE SODIUM LAMPS (HPS)

~~Effective April 1, 2023~~

100 Watts	\$4.64
150 Watts	\$6.01
200 Watts	\$8.22
250 Watts	\$11.07
400 Watts	\$17.03

Effective November 1, 2023

100 Watts	\$4.68
150 Watts	\$6.07
200 Watts	\$8.30
250 Watts	\$11.17
400 Watts	\$17.19

~~Effective April 1, 2024~~

100 Watts	\$5.00
150 Watts	\$6.48
200 Watts	\$8.86
250 Watts	\$11.93
400 Watts	\$18.36

Schedule 4 – LIGHT EMITTING DIODES (LEDs)

~~Effective April 1, 2023~~

0 - 20 Watts	\$0.69
20.01 - 40 Watts	\$1.41
40.01 - 60 Watts	\$2.10
60.01 - 80 Watts	\$2.81
80.01 - 100 Watts	\$3.52
100.01 - 120 Watts	\$4.22
120.01 - 140 Watts	\$4.92



140.01	-	160	Watts	\$5.62
160.01	-	180	Watts	\$6.32
180.01	-	200	Watts	\$7.03
200.01	-	220	Watts	\$7.76
220.01	-	240	Watts	\$8.43
240.01	-	260	Watts	\$8.78
260.01	-	280	Watts	\$9.83
280.01	-	300	Watts	\$10.54

Effective November 1, 2023

0	-	20	Watts	\$0.70
20.01	-	40	Watts	\$1.42
40.01	-	60	Watts	\$2.12
60.01	-	80	Watts	\$2.84
80.01	-	100	Watts	\$3.55
100.01	-	120	Watts	\$4.26
120.01	-	140	Watts	\$4.97
140.01	-	160	Watts	\$5.67
160.01	-	180	Watts	\$6.38
180.01	-	200	Watts	\$7.09
200.01	-	220	Watts	\$7.83
220.01	-	240	Watts	\$8.51
240.01	-	260	Watts	\$8.86
260.01	-	280	Watts	\$9.92
280.01	-	300	Watts	\$10.64

Effective April 1, 2024

<u>0</u>	-	<u>20</u>	<u>Watts</u>	<u>\$0.75</u>
<u>20.01</u>	-	<u>40</u>	<u>Watts</u>	<u>\$1.52</u>
<u>40.01</u>	-	<u>60</u>	<u>Watts</u>	<u>\$2.26</u>
<u>60.01</u>	-	<u>80</u>	<u>Watts</u>	<u>\$3.03</u>
<u>80.01</u>	-	<u>100</u>	<u>Watts</u>	<u>\$3.79</u>
<u>100.01</u>	-	<u>120</u>	<u>Watts</u>	<u>\$4.55</u>
<u>120.01</u>	-	<u>140</u>	<u>Watts</u>	<u>\$5.31</u>
<u>140.01</u>	-	<u>160</u>	<u>Watts</u>	<u>\$6.06</u>
<u>160.01</u>	-	<u>180</u>	<u>Watts</u>	<u>\$6.81</u>
<u>180.01</u>	-	<u>200</u>	<u>Watts</u>	<u>\$7.57</u>
<u>200.01</u>	-	<u>220</u>	<u>Watts</u>	<u>\$8.36</u>
<u>220.01</u>	-	<u>240</u>	<u>Watts</u>	<u>\$9.09</u>
<u>240.01</u>	-	<u>260</u>	<u>Watts</u>	<u>\$9.46</u>
<u>260.01</u>	-	<u>280</u>	<u>Watts</u>	<u>\$10.59</u>
<u>280.01</u>	-	<u>300</u>	<u>Watts</u>	<u>\$11.36</u>

(3) TERMS OF SERVICE: Service under this schedule is subject to terms as defined in the Contract, the PUD's Electric Service Regulations, and to Schedule 82 which defines the PUD's



Adjustments, Terms and Conditions of Service, and Limitations of Liability.

(4) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(5) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration (“BPA”) adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5941 (2020); 5806 (2017); 5626 (2016); 5735 (2015); 5626 (2015); 5626 (2014); 5639 (2013); 5626 (2013); 5043 (2002); 5011 (2001); 4848 (1999); 4835 (1999), 3405 (1990); 3168 (1988)]



SCHEDULE 5 – SUBURBAN STREET LIGHTING SERVICE

(1) APPLICABILITY: This schedule applies to Customers having metered electric services that are located within a Suburban Street Lighting Service Area established by Public Utility PUD No. 1 of Snohomish County. Customers that have financial responsibility for metered electric service, shall be charged for street lighting service under the provisions of this schedule.

(2) SERVICE PROVIDED: This schedule sets forth the rates charged by the PUD for the service of providing local area lighting from dusk to dawn for streets, alleys, thoroughfares, and grounds, as approved by the PUD and installed in accordance with PUD specifications. As this service is local in nature, the PUD does not undertake to provide this service at large or to the public generally. Current PUD policy also excludes all areas within incorporated cities.

(3) SUBURBAN STREET LIGHTING SERVICE UNIT: A Suburban Street Lighting Service Unit is the unit of lighting service provided under this schedule, based upon the currently most just, fair and reasonable approximation of quantifying this service in consideration of its nature. Responsibility for metered electric service located within a Suburban Street Lighting Service Area shall include one or more Suburban Street Lighting Service Units per month as described below in this paragraph (3).

Metered Electric Service Within a Suburban Street Lighting Service Area Provides Electricity to	Number of Suburban Street Lighting Service Units Charged per Month
Single Family Residence.	1 Unit
Dwelling Unit within a Multi-Family Residence. (For example: an apartment, an individual unit in a condominium, duplex or triplex).	1 Unit
Accessory Areas associated with Multi-Family Dwellings. Metered electric service to areas not used as a dwelling unit (For example: hallway lighting, laundry rooms, recreation rooms, other common areas, offices, supply rooms, maintenance shops, grounds and parking areas).	1 Unit per metered electric service
Other Dwellings and Abodes. (For example: Boats, Trailers, RV's).	1 Unit
All Other Uses.	1 Unit per metered electric service



Where a residential customer is financially responsible for more than one metered electric service located on a single property and one of the services provides electricity to a single family residence, other dwelling or an abode as described above, that customer shall be charged one (1) unit per month for each single family residence, and any other dwelling or abode served and shall not be charged additional Suburban Street Lighting Service Units for any metered electric services providing electricity to systems supporting the same single family residence (for example water and septic systems), or to associated outbuildings such as garages, sheds and barns not used for commercial or business purposes.

The PUD shall determine, at its sole discretion but subject to this schedule, whether or not a metered electric service located within the Suburban Street Lighting Service Area is subject to a Suburban Street Lighting Service Unit charge.

(4) MONTHLY RATES: One (1) Suburban Street Lighting Service Unit –

~~Effective April 1, 2023 – \$1.94 per month.~~

Effective November 1, 2023 - \$1.96 per month.

Effective April 1, 2024 - \$2.09 per month.

(5) TERMS OF SERVICE: Service under this schedule is subject to terms as defined in the Contract, the PUD's Electric Service Regulations, and to Schedule 82 which defines the PUD's Adjustments, Terms and Conditions of Service, and Limitations of Liability.

(6) TAX ADDITIONS: The above rates are subject to proportional increases to compensate for any gross revenue tax imposed by any municipal body or other governmental body having jurisdiction upon the PUD.

(7) BPA COST ADJUSTMENT: From time to time the Bonneville Power Administration (“BPA”) adjusts its wholesale power and transmission rate to the PUD. At the discretion of the Commission, the rates in this Schedule may be adjusted to reflect BPA rate adjustments, either up or down, on the same date the BPA rate changes become effective. The adjusted rate will be developed by incorporating the BPA cost change into the Electric Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

Effective Date: ~~November~~ April 1, 2024

[Res. No. 6144 (2023); History: 6103 (2023); 6046 (2022); 6028 (2021); 5806 (2017); 5735 (2015); 5639 (2013); 5626 (2013); 5192 (2004)]

2024 Budget

General Electric Revenue Adjustment

Christina Leineweber, Economist

Peter Dauenhauer, Senior Manager Rates, Economic and Energy Risk
Management

Previously Presented : February 20, 2024

Prior presentations:

November 21, 2023

January 23, 2024

February 6, 2024

Purpose & Agenda

A Public Hearing to present results of the staff implementation of general electric rate adjustment following the 2024 PUD Budget. Commission approval will be requested on March 5, 2024.

- Background: 2024 Budget and Recent Events
- Rate Design Approach
- Proposed Adjustment (*effective April 1, 2024*)
- Comparisons
- Next Steps

What Has Caused the Financial Challenges for 2024?

- **Over the past 18 months, the PUD has been plagued with significant cost increases**
 - Overhead and padmount transformer prices increased 88-114%
 - Vehicle fuel and maintenance costs increased over 40%
 - Wood and metal pole prices increased over 50%
 - Aluminum wire prices increased 103%
 - Underground cabling costs are up 69%
- **The price of market electricity has increased significantly**
 - Demand has surged over the last two winters driven in part by extreme weather events
 - Electrification continues to drive customer demand as well
 - Generation resources are providing less power to serve customers during peak times
 - Existing hydro resources continue to be extremely critical during peak events
 - But region is experiencing very low water resources impacting hydroelectric production
 - Lack of other available generation options creates larger challenges
 - Increased demand and constraints on supply caused market prices to increase dramatically
 - Historically, winter forecasts for market purchases are \$100-150/MWh
 - During January 2024, market prices reached record highs of \$1,000/MWh

What has Caused the Financial Challenges for 2024? (cont'd)

- **Warehouse inventory levels have increased significantly**
 - Current inventory value is \$59M, up from \$28M at the end of 2019
 - At least 20% of this increase in value relates to rising material costs
 - We are also purchasing higher volumes, when possible, to mitigate current and future supply chain disruptions
 - The increase in warehouse inventory value and volume also diminishes operating reserves
- **Costs have increased in nearly all categories**
 - Largest increases seen in transformers (some prices doubling in roughly 18 months)
 - Transformers, wire, cabling, and transportation costs account for over 20% of PUD Capital costs in normal year (approximately \$23M)
 - Labor costs have experienced substantial growth due to inflation and intensified market competition in recruitment. Historically averaging between 20% and 25%, these costs are now projected to exceed 30% of the PUD O&M and Capital expenses in the 2024 Budget
 - Our vendors are also grappling with rising costs, which are then passed on to us in the form of higher contracted service expenses

How Did We Get to a 5.8% Rate Increase For 2024?

- **1.5% - The forecasted 2024 increase in Dec. 2021**
 - Included in forecasts during the 2022 budget approval
 - The PUD had not yet experienced supply chain challenges or increases in inflation
 - Under a strategy of “small, incremental, and regular” rate increases over time, the PUD recommended several very small increases throughout the 5-year forecast
- **2.0% - The forecasted 2024 increase in Dec. 2022**
 - Included in forecasts during the 2023 budget approval
 - Supply chain and inflation began to impact equipment and service costs in late 2022
- **3.8% - The recommended increase in the 2024 budget, presented and approved in Dec. 2023**
 - Supply chain and inflation pressures continued
 - Significant winter events Dec. 2022 thru April 2023 cost nearly \$50M and put additional pressure on financial health and reserves
- **5.8% - The final increase recommended for 2024, presented in Jan/Feb 2024**
 - Another winter event in January 2024, costing roughly \$40M, created the need for additional funds to ensure PUD financial health and stability

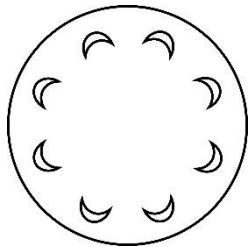
What Are We Doing Next?

- **Cost Containment**: The PUD has already prioritized, deferred, and significantly reduced costs in 2023 and through the 2024 budget process to mitigate financial issues and we are not recommending additional reductions.
- **Debt Management**: We are borrowing for our largest projects and also using those funds for any other available projects where debt funding is appropriate. We also have two large borrowings in our 5-year forecast. We do not see any additional debt opportunities that make financial or economic sense for the PUD.
- **Rate Strategies**: Adjusting the general rate increase from 3.8% to 5.8% will not solve the issues. But it will help lessen the impacts while being sensitive to our customers and community financial pressures.
- **Reserves**: The PUD is planning to discuss changes and recommendations for reserves and evaluate potential usage of funds through 2024.

Recipe for Rates

Revenue Requirement

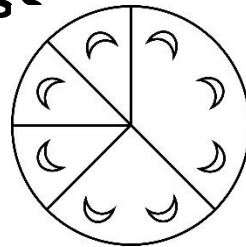
Use the **budget** to determine the **overall amount of revenue needed** after estimating all the **expenses**.



How big is the entire pie?

Cost-of-Service Analysis

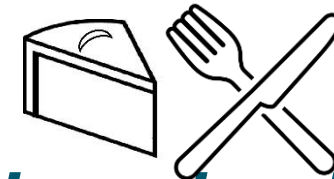
Analyze the projected costs and the usage patterns of the classes to determine **how much of the revenue requirement is caused by each class**.



How big is each slice of the pie?

Rate Design

Determine how to collect the revenue from each class by **specific charges (prices)** per month,, or other per units.



How should someone eat the slice of pie?

Overview of Rate Classes

- Single family & multifamily
- Average customer uses ~11,600 kWh per year
- About 1/3 of all retail revenue

Residential (7)



- Grocery stores, hotels, light industry
- Over 100 kW peak
- Average ~932,000 kWh per year

General-Medium (20)



- Telecom providers, utility providers
- Special attachments
- Average ~2,200 kWh per year
- Second-smallest class

Special Continuous (23)



- Manufacturing
- Average ~388,000 kWh per year
- Smallest class

Time of Use (24)



- Convenience stores, banks, churches
- Under 100 kW peak
- Average ~27,500 kWh per year

General-Small (25)



- Peak over 5,000 kW
- Average ~78,000,000 kWh per year

Large Primary (36)



- Street & traffic
- Municipalities & neighborhoods

Lighting (1/3/4/5)



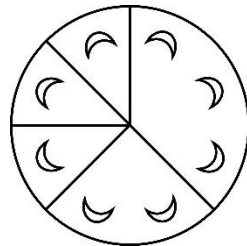
Class Revenue Determination

COST-OF-SERVICE RESULTS

Cost-of-Service Analysis

Set Class-Level Adjustments

Analyze the projected costs and the usage patterns of the classes to determine **how much of the revenue requirement is caused by each class.**



How big is each slice of the pie?

Steps

Functionalization

Generation, Transmission, Distribution, Customer...



Classification

Energy, Demand, Fixed

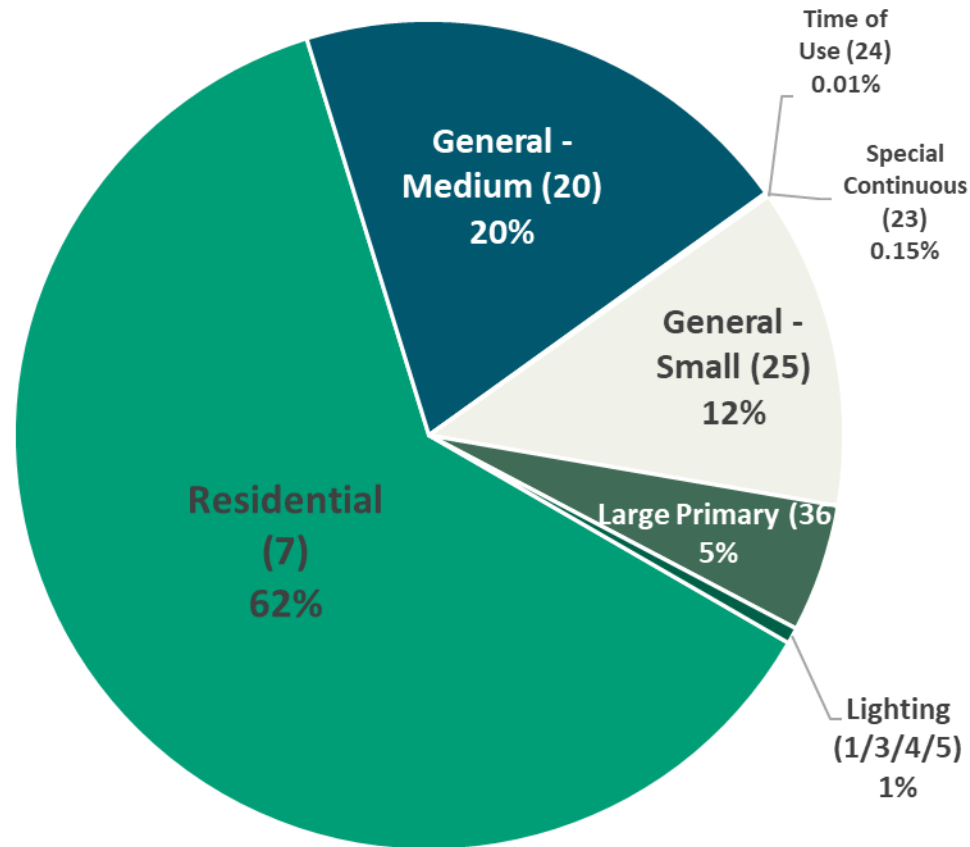


Allocation

Schedule 7, Schedule 20, Schedule...

Overview of Rate Classes

Class Contribution to Retail Revenues
At Current Rates



The overwhelming majority of the District's retail revenue comes from the Residential class.

Recommended Adjustment

	Residential (7)	General Medium (20)	Special Continuous Service (23)	Time of Use (24)	General Small (25)	Large Primary (36)	Lighting (1/3/4/5)
Revenue at Existing Rates	\$410,203,925	\$131,514,924	\$965,926	\$74,073	\$82,702,754	\$33,063,092	\$4,124,996
Revenue at Cost of Service	454,328,377	122,756,228	1,751,746	39,042	79,862,441	37,386,539	4,784,999
<i>Difference</i>	\$44,124,452	\$(8,758,696)	\$785,821	\$(35,031)	\$(2,840,313)	\$4,323,446	\$660,004
Cost-of-Service Adjustment	10.76%	-6.66%	81.35%	-47.29%	-3.43%	13.08%	16.00%
Revenue Recommendation	\$433,995,753	\$138,759,092	\$1,105,351	\$74,073	\$87,258,226	\$35,311,383	\$4,405,496
<i>Recommended Adjustment</i>	23,791,828	7,244,167	139,425	\$0	4,555,472	2,248,290	280,500
Recommended Adjustment Percent	5.8%	5.5%	14.4%	0.0%	5.5%	6.8%	6.8%
<i>Remaining COSA Difference</i>	(\$20,332,624)	\$16,002,863	(\$646,396)	\$35,031	\$7,395,786	(\$2,075,156)	(\$379,504)
<i>As Percent</i>	-4.5%	13.0%	-36.9%	89.7%	9.3%	-5.6%	-7.9%

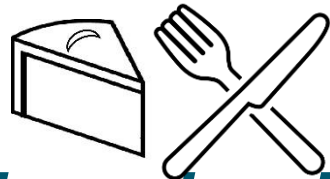
Class Price Determination

RATE DESIGN

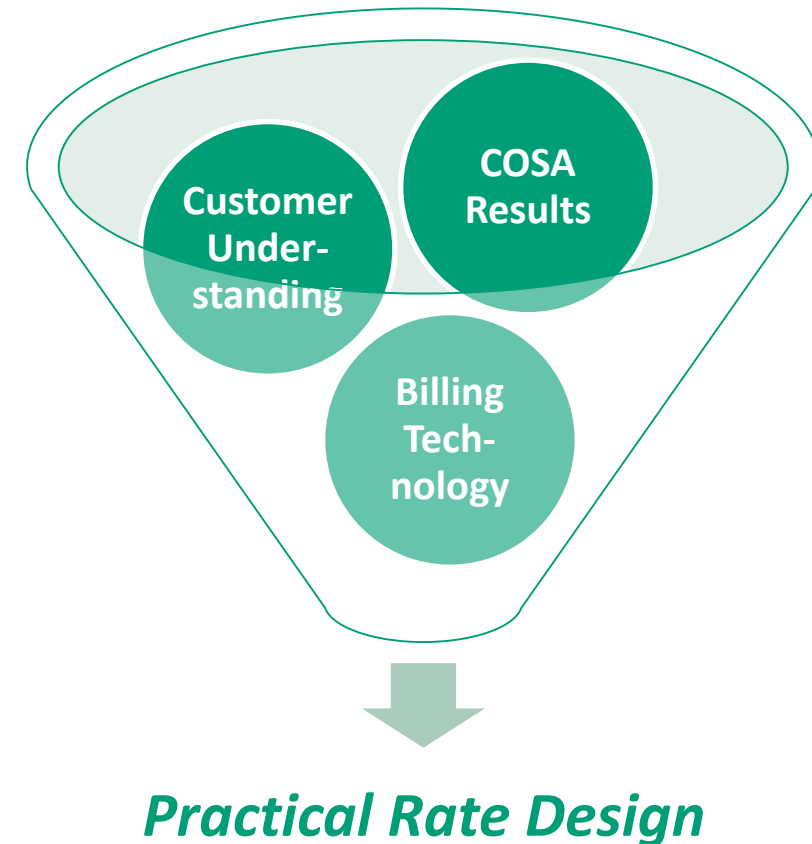
Rate Design

Set Prices per Unit

Determine how to collect the revenue from each class by **specific charges (prices)** per month, per kilo-Watt hour or per kilo-Watt.



How should someone eat the slice of pie?

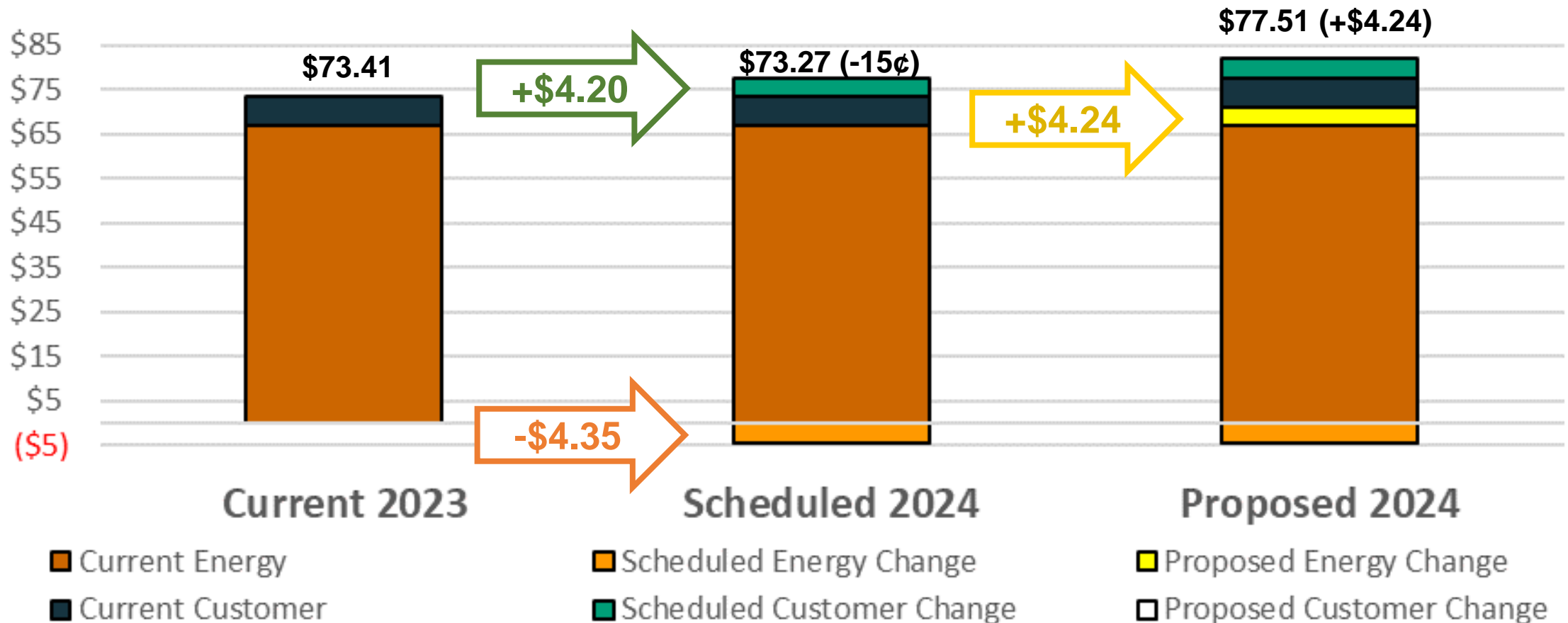


Recommended Residential Rates

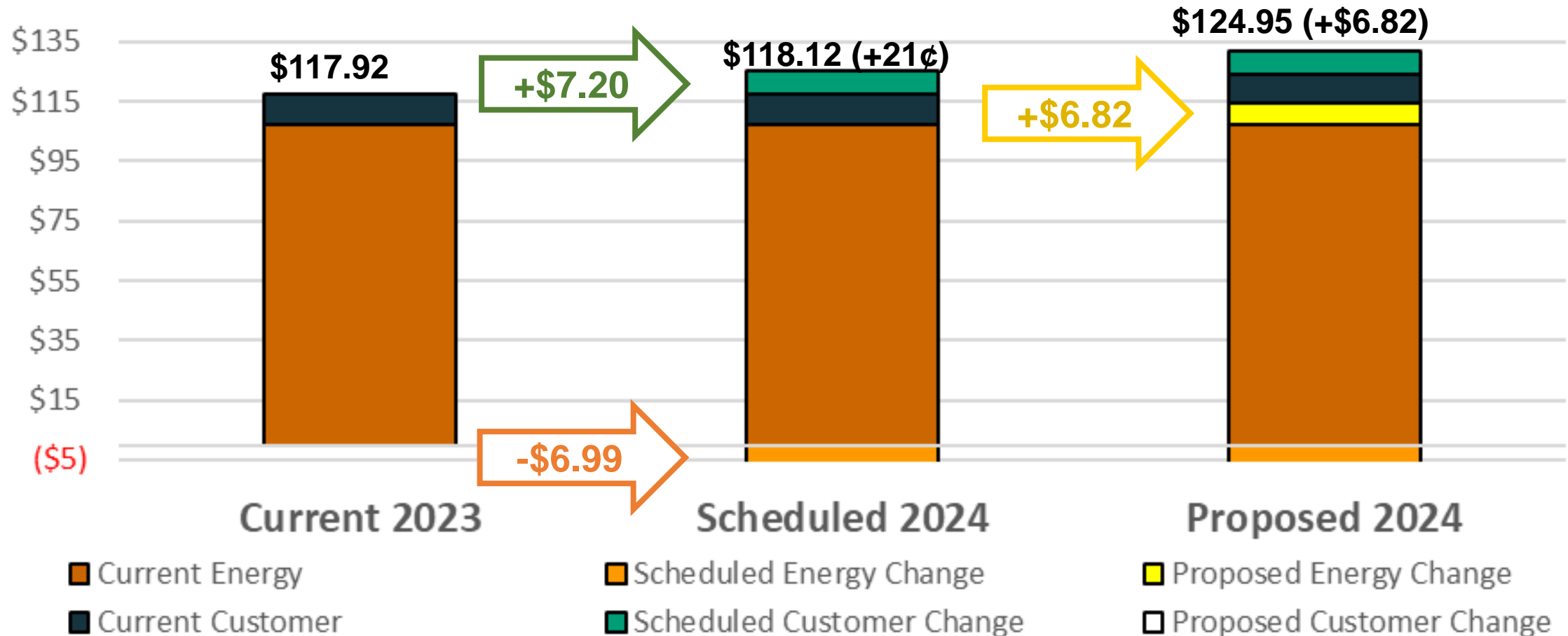
Schedule 7	Current 2023 Rate	Scheduled 2024 Rate	⇒	Proposed 2024 Rate
Energy Charge (per kWh)	\$0.10279	\$0.09610		\$0.10263
Daily Customer Charge				
Small (Multiunit or ≤100 Amps)	\$0.22	\$0.36		\$0.36
Medium (100 < x ≤ 200 Amps)	\$0.35	\$0.59		\$0.59
Large (200 < x ≤ 400 Amps)	\$0.48	\$0.84		\$0.84
Extra Large (> 400 Amps)	\$0.77	\$1.37		\$1.37

Draft and Subject to Change

Residential Bill Impacts – Small (650 kWh)



Residential Bill Impacts – Medium (1,045 kWh)



Residential Bill Impacts – Large / X-Large

Large Customer: 1,250 kWh per month

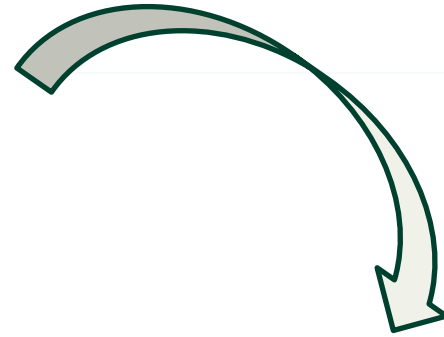
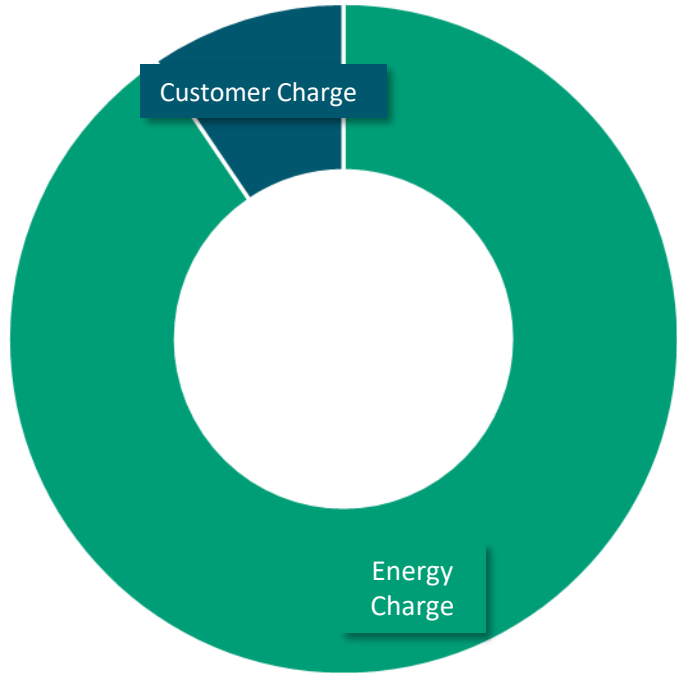
- Current rate bill of \$143 per month
- Scheduled rate bill of \$145 per month
- Proposed rate bill of \$153 per month (*increase of \$8 from scheduled bill*)

Extra-Large Customer: 3,480 kWh per year

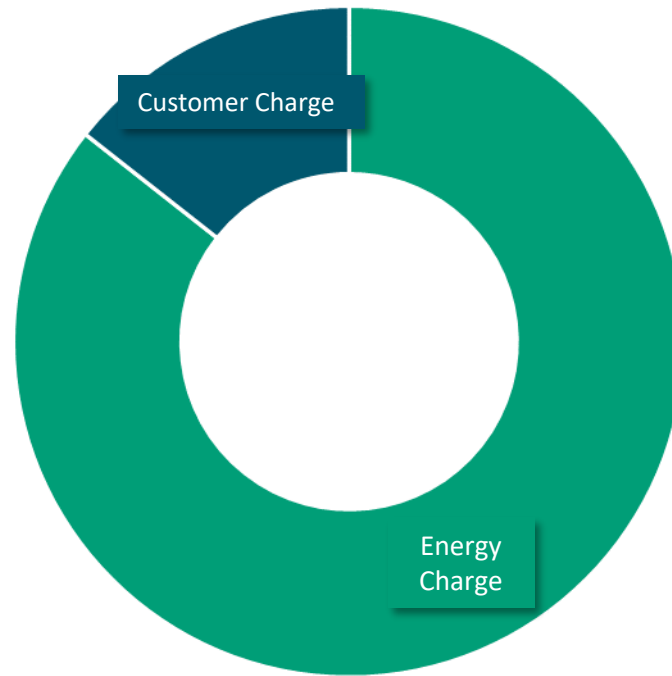
- Current rate bill of \$381 per month
- Scheduled rate bill of \$375 per month
- Proposed rate bill of \$398 per month (*increase of \$23 from scheduled bill*)

Residential Rate Design Alignment

Current Residential Rate Structure



Proposed Residential Rate Structure



Under the current rates, the District is recovering about 9% of residential revenue from the customer charge. The proposed rates increase the fixed recovery to about 14%.

This better aligns with our goals on rate recovery over time.

Small General Service Recommendation

Schedule 25	Current 2023 Rate	⇒	Proposed 2024 Rate
Customer Charge (per Day)	\$0.58		\$0.92
Energy Charge (per kWh)	\$0.09000		\$0.09000
Minimum Charge (per Day)	\$0.75		\$1.10
Minimum Charge (per connected load > 10 kW)	\$0.01707		\$0.01707

*Draft and Subject to
Change*

Medium General Service Recommendation

Schedule 20	Current 2023 Rate	⇒	Proposed 2024 Rate
Customer Charge (per Day)	\$1.35		\$2.10
Demand Charge (per peak kW)	\$6.76		\$7.16
Energy Charge			
First Tier (30,000 kWh or less)	\$0.09000		\$0.09000
Second Tier: Regular (July thru March)	\$0.07350		\$0.08012
Second Tier: Spring (April thru June)	\$0.05350		\$0.06012

Schedule 20	Current 2023 Rate	⇒	Proposed 2024 Rate
Minimum Charge (per Day)	\$1.52		\$2.27
Minimum Charge (per connected load > 10 kW)	\$0.01707		\$0.01707

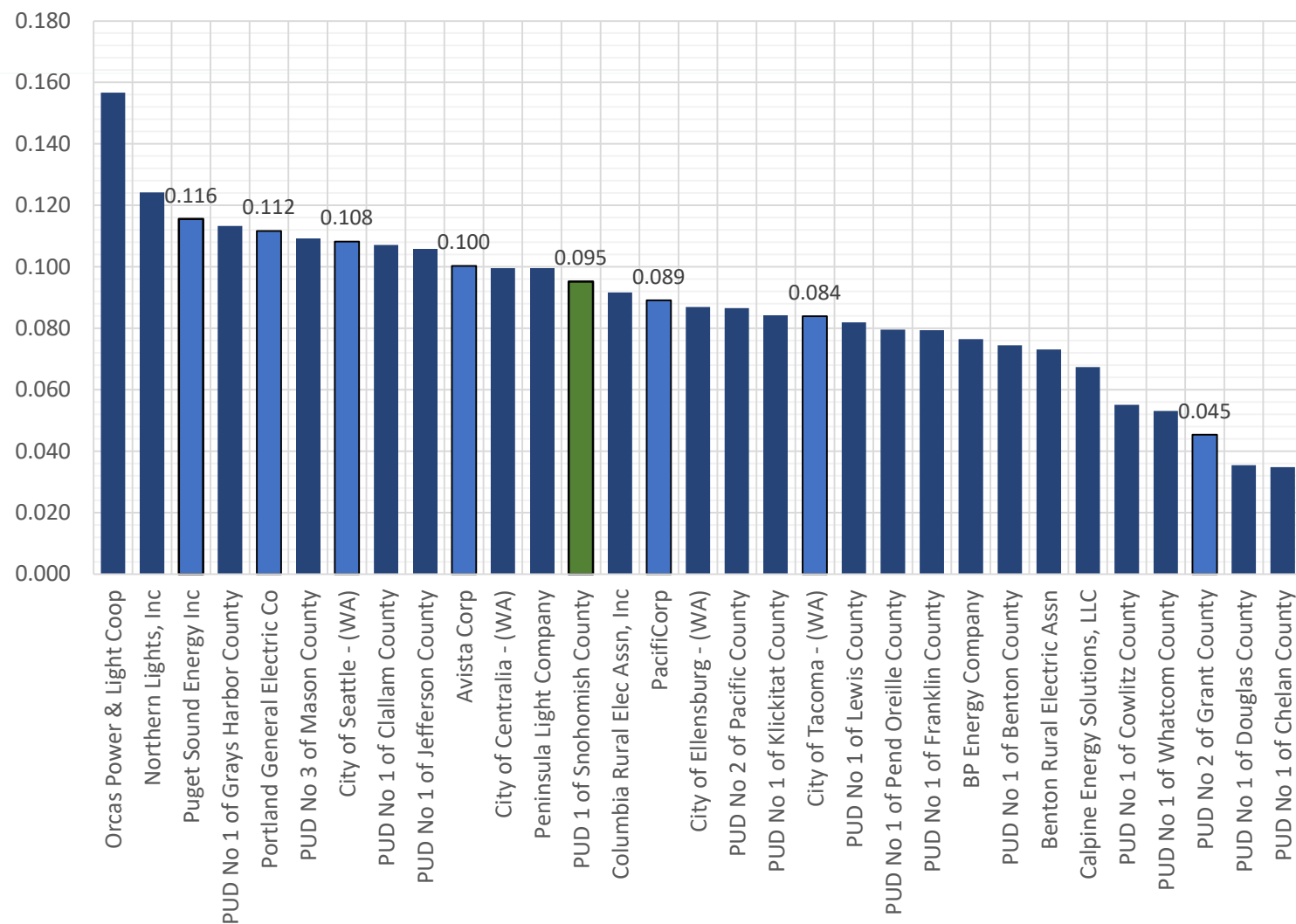
Draft and Subject to Change

Large Primary Service Recommendation

Schedule 36	Current 2023 Rate	⇒	Proposed 2024 Rate
Demand Charge (per peak kW)	\$4.92		\$5.46
Energy Charge (per kWh)	\$0.0595		\$0.0635
Minimum Charge (per Month)	\$8,517		\$10,500

NW Comparison 2022 Average Rates (All Classes)

2022 Average Rates Paid (All Classes)



Proposed/Expected Revenue Adjustment*

NW Utilities	2023	2024
Seattle City Light	4.5%	9.8%
Puget Sound Energy	9.8%	1.5%
Snohomish PUD	2.0%	5.8%
Clark PUD	0%	14.5%
PacifiCorp	12.2%	6.6%
Avista Corp	5.2%	2.5%
City of Tacoma	3.5%	3.5%
Portland General Electric	2.6 %	14 %

*Considered "Best Guess" based on available published materials

Next Steps

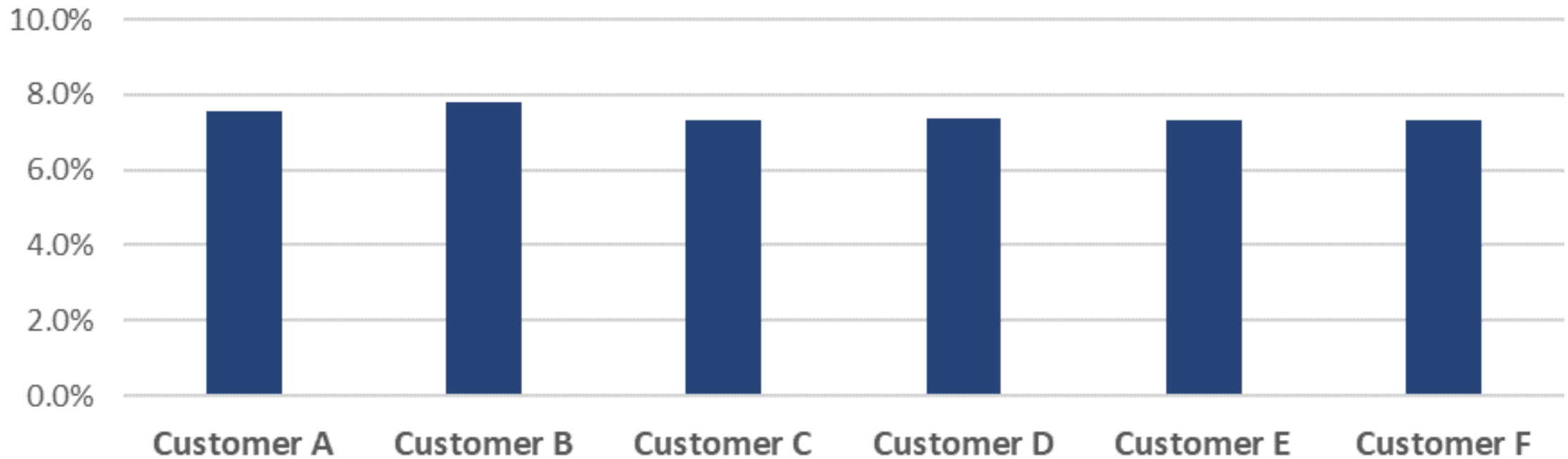
- Briefing: February 6, 2024
- Public Hearing ← **YOU ARE HERE**
- Board Approval: March 5, 2024
- New Rates in effect: April 1, 2024

Questions?

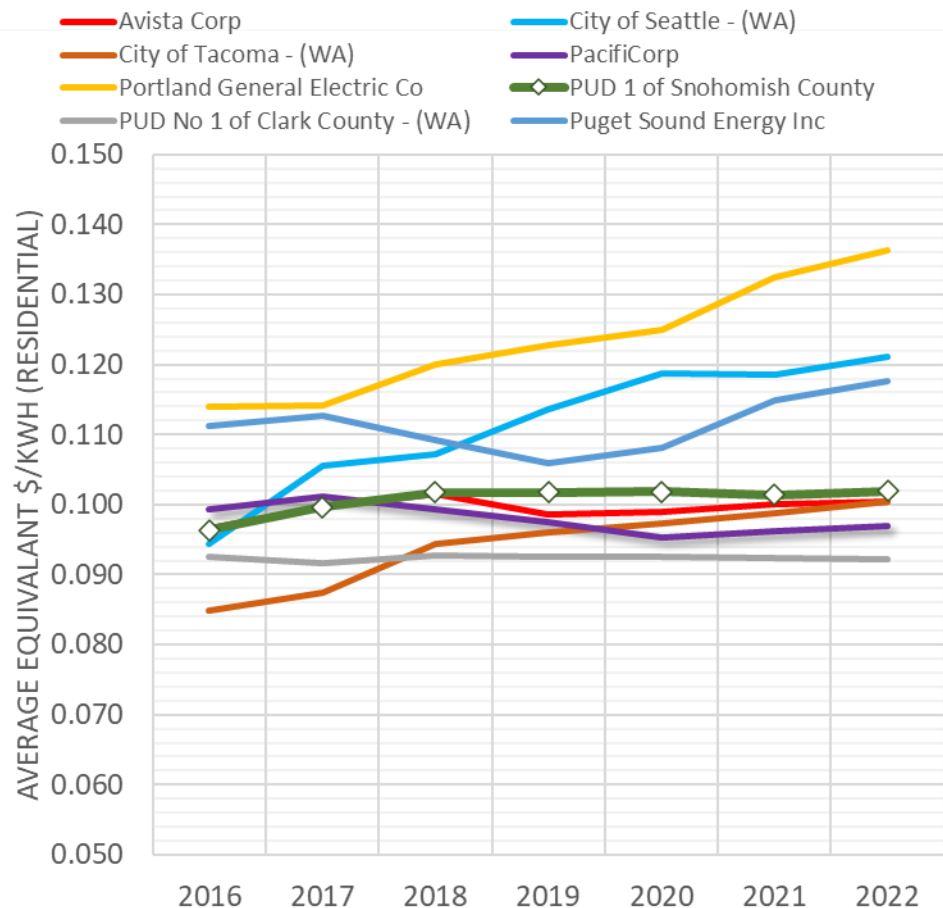
APPENDIX

Industrial Bill Examples

Typical Monthly Adjustments
Schedule 36

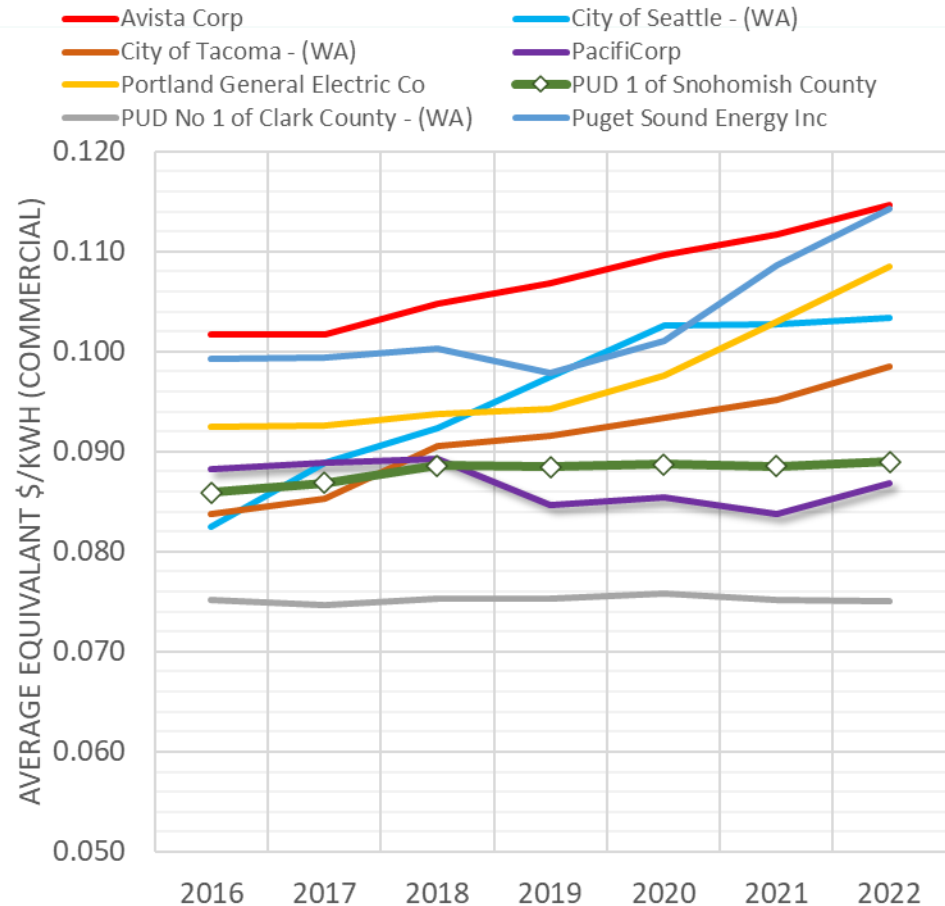


Average Residential Retail Rates: 2016 to 2022



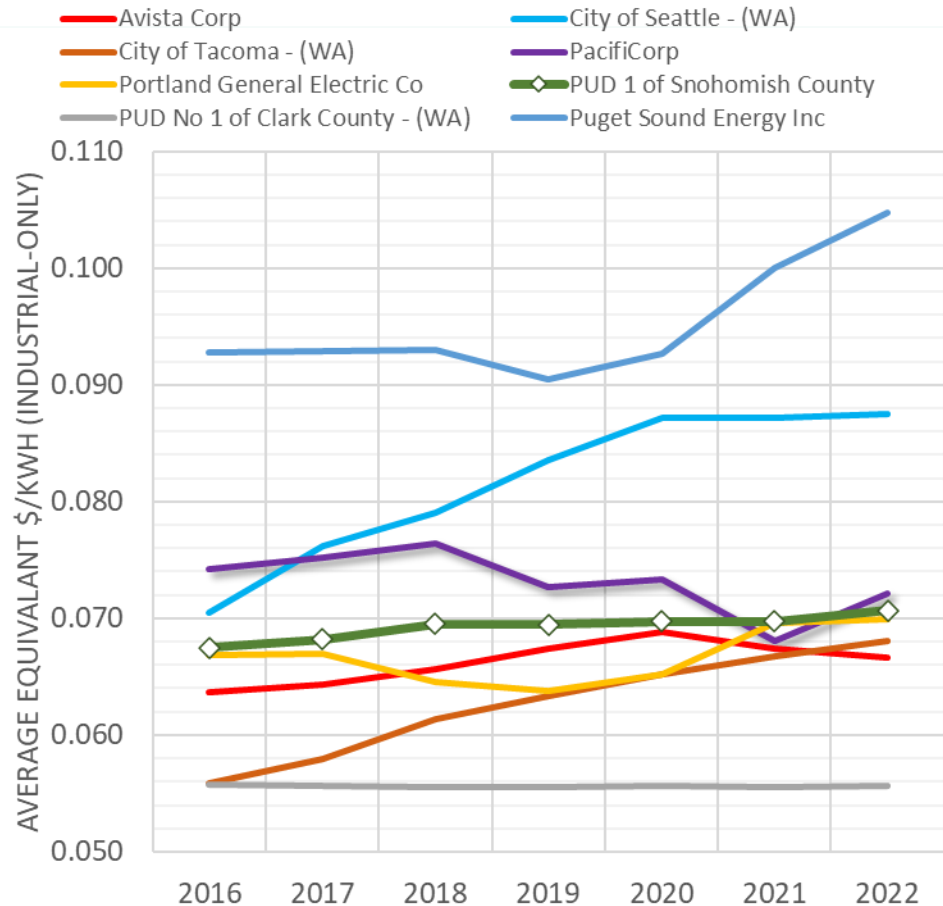
	2022	Change (2022-2016)	Average Annual Change	Change % of 2016	Annual Avg Change %
Avista Corp	0.100	0.004	0.0006	4.09%	0.58%
City of Seattle	0.121	0.027	0.0038	28.35%	4.05%
City of Tacoma	0.100	0.016	0.0022	18.30%	2.61%
PacifiCorp	0.097	-0.002	-0.0003	-2.43%	-0.35%
Portland General Electric	0.136	0.022	0.0032	19.59%	2.80%
Snohomish PUD	0.102	0.006	0.0008	5.73%	0.82%
Clark PUD	0.092	0.000	0.0000	-0.36%	-0.05%
Puget Sound Energy	0.118	0.006	0.0009	5.77%	0.82%

Average Commercial Retail Rates: 2016 to 2022



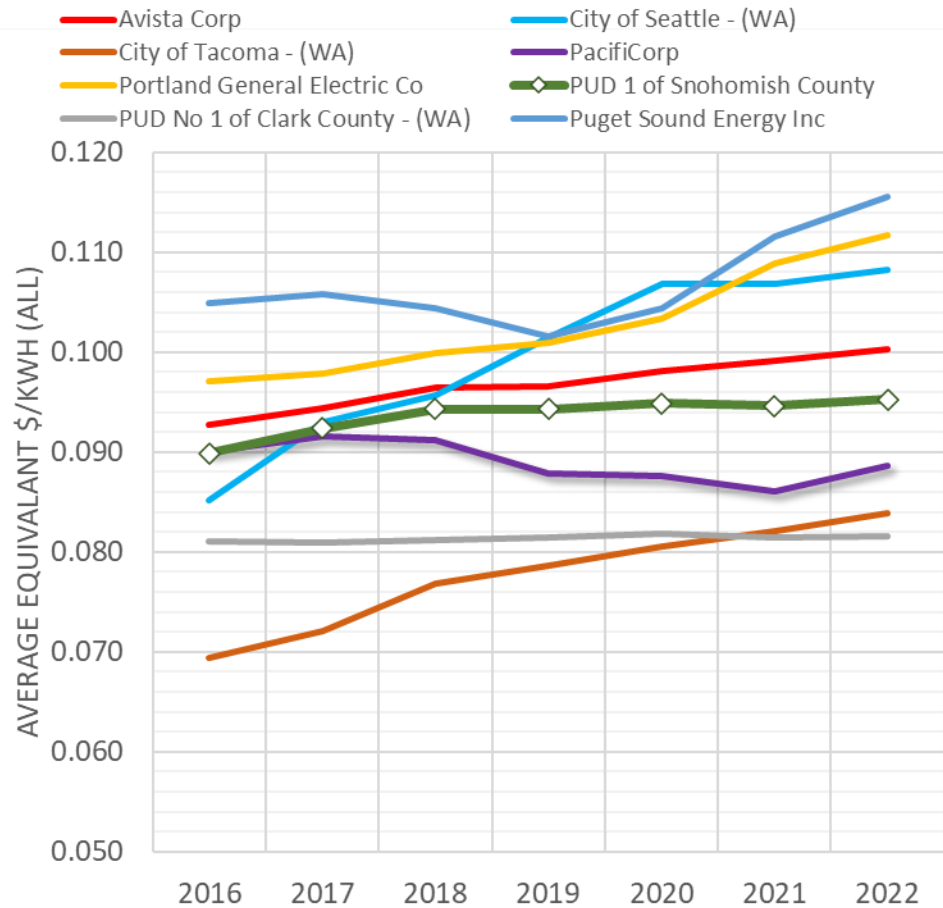
	2022	Change (2022-2016)	Average Annual Change	Change % of 2016	Annual Avg Change %
Avista Corp	0.115	0.013	0.0019	12.75%	1.82%
City of Seattle	0.103	0.021	0.0030	25.24%	3.61%
City of Tacoma	0.099	0.015	0.0021	17.65%	2.52%
PacifiCorp	0.087	-0.001	-0.0002	-1.68%	-0.24%
Portland General Electric	0.108	0.016	0.0023	17.27%	2.47%
Snohomish PUD	0.089	0.003	0.0004	3.63%	0.52%
Clark PUD	0.075	0.000	0.0000	-0.07%	-0.01%
Puget Sound Energy	0.114	0.015	0.0021	15.07%	2.15%

Average Industrial Retail Rates: 2016 to 2022



	2022	Change (2022-2016)	Average Annual Change	Change % of 2016	Annual Avg Change %
Avista Corp	0.067	0.003	0.0004	4.58%	0.65%
City of Seattle	0.088	0.017	0.0024	24.14%	3.45%
City of Tacoma	0.068	0.012	0.0017	21.90%	3.13%
PacifiCorp	0.072	-0.002	-0.0003	-2.72%	-0.39%
Portland General Electric	0.070	0.003	0.0004	4.64%	0.66%
Snohomish PUD	0.071	0.003	0.0005	4.71%	0.67%
Clark PUD	0.056	0.000	0.0000	-0.19%	-0.03%
Puget Sound Energy	0.105	0.012	0.0017	12.95%	1.85%

Average Retail Rates for All Classes: 2016 to 2023



	2022	Change (2022-2016)	Average Annual Change	Change % of 2016	Annual Avg Change %
Avista Corp	0.100	0.008	0.0011	8.13%	1.16%
City of Seattle	0.108	0.023	0.0033	27.20%	3.89%
City of Tacoma	0.084	0.015	0.0021	21.02%	3.00%
PacifiCorp	0.089	-0.001	-0.0002	-1.55%	-0.22%
Portland General Electric	0.112	0.015	0.0021	14.95%	2.14%
Snohomish PUD	0.095	0.005	0.0008	5.96%	0.85%
Clark PUD	0.082	0.000	0.0001	0.54%	0.08%
Puget Sound Energy	0.116	0.011	0.0015	10.23%	1.46%

Special Continuous Recommendation

Schedule 23	Current 2023 Rate	⇒	Proposed 2024 Rate
Customer <i>Per Day</i>	\$0.37		\$0.48
Energy <i>Per kWh</i>	\$0.0900		\$0.0900

*Draft and Subject to
Change*

Large 115 kV Service Recommendation

Schedule 38	Current 2023 Rate	⇒	Proposed 2024 Rate
Demand Charge (per peak kW)	\$4.42		\$4.96
Energy Charge (per kWh)	\$0.0589		\$0.0629
Minimum Charge (per Month)	\$6,083		\$7,500

No customers are currently served on this rate.

Municipal Street Lighting Recommendation

Schedule 1	Current 2023 Rate	⇒	Proposed 2024 Rate
100 Watts	\$6.41		\$6.85
200 Watts	\$9.68		\$10.34
250 Watts	\$11.41		\$12.19
400 Watts	\$15.70		\$16.77

*Draft and Subject to
Change*

Area Lighting Recommendation

Schedule 3	Current 2023 Rate	⇒	Proposed 2024 Rate
Per Day	\$0.29		\$0.31

Municipal-Owned Lighting Recommendation

Schedule 4 <i>High-Pressure Sodium</i>	Current 2023 Rate	⇒	Proposed 2024 Rate
100 Watts	\$4.68		\$5.00
150 Watts	\$6.07		\$6.48
200 Watts	\$8.30		\$8.86
250 Watts	\$11.17		\$11.93
400 Watts	\$17.19		\$18.36

*Draft and Subject to
Change*

Municipal-Owned Lighting Recommendation

Schedule 4 <i>Light-Emitting Diodes</i>	Current 2023 Rates	⇒	Proposed 2024 Rate
0 to 20 Watts	\$0.70		\$0.75
20.01 to 40 Watts	\$1.42		\$1.52
40.01 to 60 Watts	\$2.12		\$2.26
60.01 to 80 Watts	\$2.84		\$3.03
80.01 to 100 Watts	\$3.55		\$3.79
100.01 to 120 Watts	\$4.26		\$4.55
120.01 to 140 Watts	\$4.97		\$5.31
140.01 to 160 Watts	\$5.67		\$6.06
160.01 to 180 Watts	\$6.38		\$6.81
180.01 to 200 Watts	\$7.09		\$7.57
200.01 to 220 Watts	\$7.83		\$8.36
220.01 to 240 Watts	\$8.51		\$9.09
240.01 to 260 Watts	\$8.86		\$9.46
260.01 to 280 Watts	\$9.92		\$10.59
280.01 to 300 Watts	\$10.64		\$11.36

*Draft and Subject to
Change*

Suburban Street Lighting Recommendation

Schedule 5	Current 2023 Rate	⇒	Proposed 2024 Rate
Per Month Per Service Unit	\$1.96		\$2.09

Public Electric Vehicle Recommendation

Schedule 20EV	Current 2023 Rate	⇒	Proposed 2024 Rate
Customer <i>(per Day)</i>	\$1.35		\$2.10
Energy First 30,000 kWh <i>(per kWh)</i>	\$0.0900		\$0.0900
Minimum Charge	\$1.52 per day +\$0.01707 per kW > 10 per day		\$2.27 per day +\$0.01707 per kW > 10 per day

*Draft and Subject to
Change*

Public Electric Vehicle Recommendation (*cont.*)

Energy 30,000+ kWh (<i>per kWh</i>)	July - March	April - June	⇒	Proposed July-March	Proposed April-June
November 1, 2023	\$0.0882	\$0.0859			
January 1, 2024	\$0.0863	\$0.0819			
April 1, 2024				\$0.08556	\$0.07917
January 1, 2025	\$0.0845	\$0.0778		\$0.08478	\$0.07645
January 1, 2026	\$0.0827	\$0.0738		\$0.08400	\$0.07372
January 1, 2027	\$0.0808	\$0.0697		\$0.08323	\$0.07100
January 1, 2028	\$0.0790	\$0.0657		\$0.08245	\$0.06828
January 1, 2029	\$0.0772	\$0.0616		\$0.08167	\$0.06556
January 1, 2030	\$0.0753	\$0.0576		\$0.08089	\$0.06284
January 1, 2031	\$0.0735	\$0.0535		\$0.08012	\$0.06012

*Draft and
Subject to
Change*

Public Electric Vehicle Recommendation (*cont.*)

Demand over 100 kW (per kW)	Current	⇒ Proposed 2024 Rate
November 1, 2023	\$1.35	
January 1, 2024	\$2.03	
April 1, 2024		\$2.67
January 1, 2025	\$2.70	\$3.31
January 1, 2026	\$3.38	\$3.95
January 1, 2027	\$4.06	\$4.60
January 1, 2028	\$4.73	\$5.24
January 1, 2029	\$5.41	\$5.88
January 1, 2030	\$6.08	\$6.52
January 1, 2031	\$6.76	\$7.16

Draft and Subject to
Change

Recommended Low-Income Residential Rates

Schedule 7 Low-Income	Current 2023 Rate	Scheduled 2024 Rate	⇒	Proposed 2024 Rate
Energy Charge (per kWh)	\$0.10007	\$0.09530		\$0.10183
Daily Customer Charge				
Small (Multi-unit or ≤100 Amps)	\$0.22	\$0.36		\$0.36
Medium (100 < x ≤ 200 Amps)	\$0.35	\$0.59		\$0.59
Large (200 < x ≤ 400 Amps)	\$0.48	\$0.84		\$0.84
Extra Large (> 400 Amps)	\$0.77	\$1.37		\$1.37

Draft and Subject to Change

Recommended Residential Rates *(cont.)*

Schedule 7	Current 2023 Rate	Scheduled 2024 Rate	⇒	Proposed 2024 Rate
Daily Minimum Charge				
All Customers	\$0.52	none		none



BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

Agenda Item: 4B

TITLE

Consideration of a Resolution Declaring Certain Property Interests Over a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Mountlake Terrace, Snohomish County, Washington, to be Surplus and Authorizing the Manager, Real Estate Services, to Execute a Recreational Trail Easement in Favor of the City of Mountlake Terrace

SUBMITTED FOR: Public Hearing and Action

<u>Real Estate Services</u>	<u>Maureen Barnes</u>	<u>4373</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>February 20, 2024</u>	
Estimated Expenditure:	<u>N/A</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)(F)(1) a non-delegable statutorily assigned Board Duty to authorize acquisition and the disposition of certain properties and payment therefore.

On January 28, 1997, and pursuant to District Resolution No. 4589, the District executed an Easement (“Easement”) in favor of the City of Mountlake Terrace (“City”) to operate, repair, maintain and patrol a recreational trail in that portion of the power line corridor property of the District commonly known as the PNT Right-of-Way.

Under Section 11 of said Easement, the term of the Easement was 25 years with an expiration date of January 28, 2022. Staff from the District and the City have now reached tentative agreement on a new easement (“New Easement”) to replace the Easement.

RECOMMENDATIONS/FUTURE ACTIONS:

Staff recommends that the Commission pass a resolution declaring the property interests represented by the New Easement to be surplus to the needs of the District and authorizing the granting of the New Easement in favor of City of Mountlake Terrace.

List Attachments:

Resolution

Attachment 1

RESOLUTION NO. _____

A RESOLUTION Declaring Certain Property Interests Over a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Mountlake Terrace, Snohomish County, Washington, to be Surplus and Authorizing the Manager, Real Estate Services, to Execute a Recreational Trail Easement in Favor of the City of Mountlake Terrace

WHEREAS, on January 28, 1997, and pursuant to District Resolution No. 4589, Public Utility District No. 1 of Snohomish County (“District”) executed an Easement (“Easement”) in favor of the City of Mountlake Terrace (“City”) to operate, repair, maintain and patrol a recreational trail in a portion of the power line corridor property of the District commonly known as the PNT Right-of-Way; and

WHEREAS, under Section 11 of said Easement, the term of the Easement was 25 years with an expiration date of January 28, 2022; and

WHEREAS, staff from the District and the City have now reached tentative agreement on a new easement (“New Easement”) to replace the expired Easement; and

WHEREAS, the Commission held a public hearing to consider declaring the District property interests represented by the New Easement surplus to the needs of the District and to consider authorizing the granting of the Easement in favor of the City of Mountlake Terrace; and

WHEREAS, based upon the information presented and recommendation of staff and to the extent legally necessary, the Commission of Public Utility District No. 1 of Snohomish County finds that the District’s property interests in the New Easement:

1. Are not necessary, material to, and useful in the District’s operations.
2. Are not required for continued public utility service.

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

1. The District’s property interests in the New Easement (Attachment 1) are surplus to the District’s needs; and

2. The Manager of the District’s Real Estate Services, or her designee, is authorized to execute the Easement (Attachment 1) in favor of the City of Mountlake Terrace and take all other reasonable and necessary actions to complete the transaction; provided that the final form of the New Easement and all other documents related to the New Easement shall be subject to the review and approval of the District’s General Counsel or his designee.

PASSED AND APPROVED this 5th day of March, 2024.

President

Vice-President

Secretary



Attachment 1

RECREATIONAL TRAIL EASEMENT

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY ("Grantor"), a Washington municipal corporation, does hereby grant to the **CITY OF MOUNTLAKE TERRACE**, a Washington municipal corporation ("Grantee"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a nonexclusive easement ("Easement") to operate, repair, reconstruct, maintain, use and patrol a recreational trail 20-feet in width ("Recreational Trail") for public use over a portion of the power line corridor property of the Grantor, commonly known as the Pacific Northwest Traction Company Right-of-Way ("PNT Right-of-Way" or "Property") subject to the following terms, conditions and restrictions. Said Recreational Trail is also legally described and depicted on Exhibit A. The Grantor and Grantee are also referred to herein individually as "Party" and collectively as "Parties".

1. Term of Easement. The term of this Easement shall be for a period of Twenty-Five (25) Years from the date of mutual execution of this Easement subject to earlier termination as provided in Section 19.

2. Purpose of Easement. Pursuant to a prior easement with the Grantor, Grantee previously, at its sole expense and cost, designed, constructed, maintained, repaired, operated, used and patrolled the Recreational Trail and associated improvements including but not limited to signage and bollards currently existing on the Property and generally depicted on attached and incorporated Exhibit A. Exhibit A may be amended upon agreement of the Parties to reflect new development, relocations, extensions, or other changes to the Recreational Trail or Property as necessary during the term of this Easement). The Grantor provides this Easement to the Grantee for the purpose of allowing Grantee to continue to, at its sole expense and cost, operate, maintain, repair, reconstruct, use and patrol the Recreational Trail on the Property. The Recreational Trail shall be for public use by pedestrians, bicyclists, wheelchairs and Class 1 and Class 2 electric bikes in accordance with applicable state and federal law, including but not limited to 28 CFR 35, § 35.104, § 35.130, § 35.137 and other mutually agreeable power driven mobility devices (OPDMD) and other mutually agreeable non-motorized uses, including special events. The Grantee shall restrict motor vehicle use of the Recreational Trail to that necessary to maintain, repair, reconstruct and patrol the Recreational Trail and as otherwise authorized by the Grantor. Grantee shall not use or allow the use of the Recreational Trail for any other purposes without the express written agreement of the Grantor, which shall not be unreasonably withheld. Grantee's use of the Recreational Trail shall not interfere with the Grantor's use of the Property. Grantee understands and agrees the Grantor's Property is now and will continue to be used as a utility property subject to applicable local, state and/or federal laws and regulations. Grantee further understands and agrees that the Grantor's utility uses, and activities of the Property include but are not limited to

use by heavy trucks and machinery for power line construction, installation, maintenance and for transmission of high voltage electricity. As such, Grantee agrees Recreational Trail maintenance, repairs and reconstruction will be to standards accommodating continued utility uses and activities.

3. Maintenance and Repair of Recreational Trail and Property.

a. Maintenance and Repair of Recreational Trail by Grantee. Except as otherwise provided in this Easement, Grantee shall, at its sole cost and expense, reasonably and appropriately patrol, inspect, maintain and keep in good repair and in a sanitary condition the Recreational Trail described and depicted on Exhibit A and all other improvements installed upon the Recreational Trail that directly supports the operation of the Recreational Trail. In the event that the Grantor notifies Grantee of any observed maintenance condition in need of repair, cleanup and/or correction regarding the Recreational Trail, Grantee shall appropriately repair, cleanup and/or remedy the condition to the satisfaction of the Grantor within one hundred twenty (120) days after notification. In the event the Grantee's maintenance and/or repairs to the Recreational Trail requires more than one hundred twenty (120) days to remedy, the Grantor and Grantee shall mutually agree upon the additional time needed. If Grantee fails to maintain or repair the Recreational Trail as provided in this Section, Grantor, in its discretion, may choose to repair, cleanup and/or remedy the condition. In such event, Grantee agrees to reimburse the Grantor for the cost and expense of repairing, cleaning up and/or otherwise remedying the condition within sixty (60) calendar days of receipt of an invoice for same from the Grantor. Grantor and Grantee agree to jointly patrol both the Property and Recreational Trail a minimum of two times per calendar year.

b. Maintenance of Property by Grantor. Except for the portion of the Property that is within the Recreational Trail as described and depicted on Exhibit A and/or as otherwise provided in this Easement, the Grantor shall, at its sole cost and expense, reasonably and appropriately patrol, inspect and maintain the Property, including but not limited to mowing, vegetation management, and tree trimming. The District will also inspect and maintain perimeter fencing and stormwater infrastructure that it installs or has installed on the Property.

4. Access Control Devices. In partial consideration for this Easement, Grantee shall, at its sole cost and expense, appropriately and reasonably patrol, inspect, maintain, and keep in good repair all access control devices, including but not limited to fencing, bollards and gates, presently installed upon the Property that directly support operation of the Recreational Trail and shall specifically exclude perimeter fencing. Grantee may install additional access control devices to prevent unauthorized use of the Recreational Trail upon prior approval by the Grantor. Grantee shall coordinate with the Grantor regarding locks and similar security devices to ensure that each Party access the Property as needed.

5. Elimination of Unauthorized and Inappropriate Uses.

a. In partial consideration for the Easement, Grantee shall, at its sole cost and expense, reasonably inspect and patrol the Recreational Trail, at a reasonable frequency, for unauthorized and inappropriate uses that are inconsistent with the intended purpose of this Easement, including but not limited to: equestrian use; illegal sales, distribution and use of drugs and alcohol; prostitution; dumping of solid, biological and hazardous wastes; unauthorized homeless encampments; and unauthorized motorized vehicle use. The Grantee will report to appropriate authorities any suspicious activities occurring on the Property as observed during Recreational

Trail patrols.

b. When Grantee discovers or learns of unauthorized and inappropriate uses inconsistent with the intended purpose of this Easement on the Property, Grantee shall take appropriate and prompt action to deter and stop the same, including but not limited to working with local law enforcement authorities and the Grantor and to the extent lawful remove trespassers or persons engaging in unauthorized and inappropriate uses and work jointly with Grantor to clean up and remove all debris from the Property resulting from such uses.

c. It is recognized that such action is of benefit to both the Grantor and Grantee. Accordingly, the reasonable expense and cost for such remedial action on the Property shall be divided between the Grantor and Grantee at fifty percent (50%) and fifty percent (50%) respectively. Grantor shall reimburse Grantee for its share of such expenses and cost within sixty (60) days of receipt of an invoice for same from Grantee.

d. In the event that Grantee fails to take appropriate and prompt action to deter and stop discovered unauthorized and/or inappropriate uses located within the Recreational Trail area within ten (10) days after receipt of notice from Grantor, Grantor in its discretion, may choose to take action to deter and stop same. In such event, Grantee agrees to reimburse the Grantor for the full cost and expense of deterring and stopping such unauthorized and/or inappropriate uses within sixty (60) calendar days of receipt of an invoice for same from the Grantor.

6. Modification, Extension or other Uses of Recreational Trail. Prior to the Grantee modifying, improving, reconstructing and/or extending the Recreational Trail, or erecting structures, the Grantee will submit detailed drawings and specifications relating to same to the Grantor. No such modification, improvement, reconstruction and/or extension, or storing materials or erecting structures will be performed until the drawings and specifications have been approved in writing by the Grantor, who shall endeavor to provide its review of Grantee's drawings and specifications within sixty (60) days of receipt; provided, however, that such approval by the Grantor shall not in any manner be considered as imposing any obligation upon the Grantor as to safety and/or propriety of such modification, improvement, reconstruction and/or extension. Rather, the sole consideration of the Grantor in reviewing and approving/rejecting the drawings and specifications is whether same are compatible or interfere with the Grantor's use of the Property and are consistent with the purpose of this Easement.

7. Damage to Recreational Trail, Appurtenances, Facilities and Property. Grantee will take all reasonable precaution to protect and preserve from damage, destruction and/or interference the Recreational Trail and appurtenances constructed by the Grantee that are located upon the Property and should such property be damaged, destroyed or interfered with in any way, Grantee shall immediately restore the damage to the Recreational Trail and/or appurtenances located on the Property to its former condition at Grantee's sole cost and expense. Should it be necessary for Grantor to remedy any harmful or adverse conditions resulting from Grantee's use of the Property under this Easement, or to perform any of the matters required of the Grantee which the Grantee has failed to do, except in the event of an emergency, Grantor shall provide written notice to Grantee describing the damage or defect to Grantor's property and shall allow Grantee ten (10) business days to respond prior to Grantor undertaking such work. Grantee shall reimburse Grantor for all expenses and costs so incurred by Grantor within sixty (60) days of receipt of an invoice for same from Grantor.

8. Installation of Warning Signs and/or Protective Devices. Grantee shall pay for, install, maintain, and replace warning signs and other protective devices on the Property and the facilities that the Grantor and Grantee collectively deem are necessary to protect users of the Recreational Trail and to prevent access to Grantor's facilities.

9. Access to Roadway and Closure of Recreational Trail. The roadway for vehicular traffic, at present installed along the Property, shall be kept accessible to Grantor at all times to ensure that Grantor has access to its facilities. Grantor may close any portion or all of the PNT Right-of-Way (including the Recreational Trail) on a temporary basis at any time for any length of time reasonably necessary for construction, maintenance, repair, or other purposes having to do with its utility operations. Grantor shall provide prior notice to Grantee for planned construction, maintenance, repair or other purposes having to do with its utility operations. Such notice shall describe which portion (if any) of PNT Right-of-Way shall be closed to public access during such construction, maintenance, repair or other work. The Grantor shall endeavor to plan closures to the Recreational Trail to limit the amount of time and area affected by closures in such a way as to provide maximum safe public access to the Recreational Trail. The Grantor shall cooperate with the Grantee to ensure clear public notice of such closures are posted upon two weeks advance notice from the Grantor, except in the case of an emergency. At such time Grantee receives such notice, it shall post notices of Trail closure, both physically and on its website and social media accounts. Grantor and Grantee shall work cooperatively and in good faith to enforce any such closures, maintain order and protect the public.

10. Relocation of Recreational Trail. In the event that Grantor determines that it is necessary for Grantee to relocate any part of the Recreational Trail in order to avoid and not interfere with any of Grantor's facility, line, structure and/or operation that Grantor desires to construct and/or conduct upon the Property. Grantor will endeavor to take into consideration all plans for construction or reconstruction of Grantor's facility, line, structure and/or operation of Grantor's improvements in a manner to minimize impacts to the Recreational Trail and work cooperatively with the Grantee to find alternative routes. Grantee agrees to comply with such request at its sole cost and expense. Grantee shall take the necessary steps to address the relocation change as hereinbefore provided within one hundred twenty (120) days after it has received written notice from Grantor setting forth in reasonable detail the location of the structure or facilities or outlining the operation which Grantor proposes to construct or conduct on the Property. If Grantee's work to relocate the Recreational Trail will take more than one hundred twenty (120) days to complete, the Grantor and Grantee shall mutually agree to the time required for Grantee to take the necessary steps to complete the relocation of the Recreational Trail. Grantor shall endeavor at all times to work cooperatively with Grantee to identify and allow for alternative placement of the Recreational Trail within the Property. If Grantee fails to commence the relocation as hereinbefore required or, having commenced, it fails to proceed with reasonable dispatch, Grantor shall, in addition to its remedy for damages, be entitled to specific enforcement of Grantee's obligations hereunder and shall also have the right and authority to remove or relocate, at Grantee's cost and expense, such portion of the aforesaid improvements and associated facilities as the Grantee has failed to relocate or remove as hereinbefore required.

11. Non- Exclusive Easement, Easement Subject to Existing and Future Uses. This Easement is non-exclusive and is subject to all of the existing uses of the Property by Grantor, and its permittees, Grantee, and/or other grantees. Grantor hereby reserves the right to grant easements and/or permits for future uses of the Property. Grantor shall provide written notice to Grantee of

such contemplated future use and allow Grantee thirty (30) business days to review such contemplated future use and provide comments relating to its compatibility with Grantee's uses authorized under this Easement.

12. General Indemnification and Hold Harmless.

a. In partial consideration for this Easement and to the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, hold harmless and release Grantor and its commissioners, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, to the extent they result from, relate to or arise out of or in connection with (i) work done on the Recreational Trail pursuant to this Easement; (ii) design, operation, maintenance and/or repair of and/or failure to properly design, maintain, and/or repair the Recreational Trail on the Property pursuant to this Easement; (iii) use of the Recreational Trail; (iv) any negligent act or omission, or intentional misconduct, by Grantee, its employees, agents, consultants, contractors and/or subcontractors with respect to the Recreational Trail; and (v) violations of Environmental Laws and/or releases of Hazardous Substances arising from and/or related to activities of the Grantee and/or its employees, agents, consultants, contractors, and/or subcontractors on, about, or with respect to the Recreational Trail.

b. To the fullest extent permitted by law, Grantor hereby agrees to indemnify, defend, hold harmless and release Grantee and its elected officials, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, to the extent they result from, relate to or arise out of or in connection with (i) work done or actions taken on the Property by the Grantor; (ii) design, operation, maintenance, repair or use of and/or failure to properly design, maintain, repair and/or use Grantor's facilities or improvements on the Property; (iii) any negligent act or omission, or intentional misconduct, by Grantor, its officials, employees, agents, consultants, contractors and/or subcontractors with respect to the Property; and (iv) violations of Environmental Laws and/or releases of Hazardous Substances arising from and/or related to activities of the Grantor and/or its officials, employees, agents, consultants, contractors, and/or subcontractors on, about, or with respect to the Property.

c. In the event that the Grantee and the Grantor are both negligent with regard to any particular event, then each Party's liability for indemnification of the other Party shall be limited to the indemnifying Party's contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the indemnifying Party, its employees, agents and/or contractors.

d. The Parties recognize and acknowledge that without the Recreational Trail proposed by Grantee, the Grantor would restrict public access to the Property and that Grantee's agreement to this indemnification and hold harmless section of the Easement is a material consideration without which this Easement would not be granted by the Grantor.

e. Solely and expressly for purposes of its duties to indemnify and hold harmless the other Party as set forth above, each indemnifying Party specifically waives any immunity it might have under the State Industrial Insurance law, RCW Title 51, or any similar worker's compensation act, in the event that a claim is made against the other Party for an injury to any employee of the indemnifying Party. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

f. For the purposes of this Section and this Easement, "Hazardous Substances," means any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws, including, without limitation, any (a) substance defined as a "hazardous substance", "extremely hazardous substance", "hazardous material", "hazardous chemical", "hazardous waste", "toxic substance" or "air pollutant" by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; or the Occupational Safety and Health Standards, 25 C.F.R. 1910-1000 et seq.; the Model Toxics Control Act, RCW chapter 70A.305, and regulations promulgated thereunder, all as amended to date and as amended hereafter; (b) hazardous substance, hazardous waste, toxic substance, toxic waste or hazardous material, waste, chemical or compound described in any other Environmental Laws; and (c) asbestos, polychlorinated biphenyls, urea formaldehyde insulation, flammable or explosive or radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including, without limitation, crude oil or any component thereof), petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, and other regulated chemical products.

g. For the purposes of this Section and this Easement, "Environmental Laws" means any and all federal, state and local laws, regulations, ordinances, codes and policies, and any and all judicial or administrative interpretations thereof by governmental authorities, as now in effect or hereinafter amended or enacted, relating to (i) pollution or protection of the environment, natural resources or health and safety; including, without limitation, those regulating, relating to, or imposing liability for emissions, discharges, releases or threatened releases of Hazardous Materials into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, release, transport or handling of Hazardous Materials; and (ii) the use of chemical, electrical, radiological or nuclear processes, radiation, sophisticated electrical and/or mechanical equipment, sonar and sound equipment, lasers, and laboratory analysis and materials.

h. The provisions of this Section shall survive the expiration or termination of this License with respect to any event occurring prior to such expiration or termination.

13. Assumption of Risk. The Grantee does herewith assume all risk of loss, damage and/or injury to Grantee's property, facilities and/or appurtenances that are installed, constructed, and/or placed in, under, and/or upon the Property, and expressly waives any right of recovery for damage thereto. Further, Grantee understands that the Property will continue to be used by the Grantor as utility property subject to use by heavy trucks and machinery for power line construction, installation, maintenance, repair, and for transmission of high voltage electricity, among other things. Grantor hereby acknowledges its duty, to the extent reasonably practicable, to protect Grantee's property, facilities and/or appurtenances from injury or damage caused

thereby. Grantor shall inform Grantee of any such damage that has occurred and promptly restore, or make arrangements with Grantee to restore, said property at Grantor's expense.

14. No Blasting. The Grantee agrees for itself, its heirs, successors or assigns that it will not perform any blasting or discharge any explosives on the Property.

15. No Warranty of Ownership of Property. This Easement is provided by the Grantor to the Grantee to the extent that it has legal authority to do so. It is expressly agreed by the Grantor and the Grantee that this Easement is not and shall not be construed as a warranty on the part of the Grantor of its ownership of the Property, or a warranty that the Grantor has the right to provide this Easement. The Grantee expressly assumes the responsibility for determining the right of the Grantor to provide this Easement or the extent of the rights validly provided to the Grantee hereunder and agrees to defend, indemnify and hold harmless the Grantor from any claims or damages sought or recovered arising out of any defect in the right of the Grantor to execute this Easement or any defect in the rights acquired by the Grantee hereunder.

16. Insurance.

a. Self-Insurance or Self-Insured Municipal Risk Pool Coverage. The Grantee maintains a fully funded self-insurance program or the equivalent risk pool coverage for the protection and handling of the Grantee's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The municipal risk pool coverage will respond if an incident occurs involving negligence of the Grantee's employees, commissioners, officers and agents acting in the scope of their employment.

The Grantee agrees, at its own expense, to maintain, through its risk pool membership, coverage for all of its liability exposures for this Agreement. The Grantee agrees to provide at least thirty (30) calendar days prior written notice of any material change and will provide an Evidence of Coverage letter as adequate proof of coverage. The Grantor further acknowledges, agrees and understands that the Grantee does not purchase Commercial General Liability insurance and is a member of a self-insured municipal risk pool; therefore, the Grantee does not have the ability to add any party as an additional insured.

b. Contractor Insurance Requirements. In the event that Grantee utilizes a contractor(s) to perform work on the Property under this Easement, Grantee shall require and ensure that said contractor(s) meet(s) the insurance requirements stated below. That Grantee shall require said contractor(s) furnishes to Grantee with a Certificate of Insurance(s) as evidence of said coverage.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

deposit with a national overnight courier, or on the third date after the same is deposited in the United States Registered or Certified Mail, if postage prepaid, properly addressed in the manner above provided. The employees and/or addresses to which notices are to be mailed to either Party hereto may be changed by such Party by giving written notice thereof to the other Party in the manner above provided.

19. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Easement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if this Easement did not contain the particular provision held to be invalid.

b. If any provision of this Easement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

20. Termination of Easement.

a. The Grantor may terminate this Easement upon one hundred twenty (120) days written notice to the Grantee in the event that the Grantee is in material default and fails to cure such material default within that one hundred twenty (120) day period, or such longer period as provided by the Grantor. The notice of termination shall state the reasons therefore, the process to cure and the effective date of the termination should defects not be cured. The one hundred twenty (120) day period shall not begin until Grantee has been provided an opportunity to meet in person with Grantor and explain any mitigating circumstances, provide further information or appeal the termination. Said meeting shall occur within fifteen (15) business days of delivery of Notice of Termination, and within five (5) business days following such meeting Grantor shall provide Grantee written decision to: i) Extend the period of time for Grantee to cure such defects to its property; ii) Withdraw its Notice of Termination or ii) Modify the Notice of Termination in such manner to remove certain defects while preserving the Notice regarding any other defects.

b. The Easement shall terminate in the event that the Grantee, its successors or assigns abandons and/or terminates its use of the Recreational Trail. Termination shall only have deemed to occur after Grantee's Notice of Termination for Abandonment is received and one hundred twenty (120) days have lapsed without response.

c. The Grantee may, in its sole discretion, terminate this Easement with one hundred twenty (120) days written notice to Grantor should it determine that operation of the Recreational Trail is no longer in its best interest.

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

22. Authority to Bind Parties and Enter Into Easement. The undersigned represent that they have full authority to enter into this Easement and to bind the Parties for and on behalf of the legal entities set forth below.

23. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Easement.

24. Entire Agreement/Amendments. This Easement contains the entire agreement between the Parties on the subject matter of this Easement. This Easement may only be amended or modified by a written instrument executed by both Parties.

GRANTOR:
PUBLIC UTILITY NO. 1
OF SNOHOMISH COUNTY

By: _____
Maureen Barnes
Manager, Real Estate Services
Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Maureen Barnes signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager, Real Estate Services Department of Public Utility Grantor No. 1 of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated _____
Signature of _____
Notary Public _____
Title _____ Notary Public _____
My appointment expires _____

Grantee hereby agrees, accepts and will comply with all of the terms, conditions and restrictions contained in this Easement.

GRANTEE:
CITY OF MOUNTLAKE TERRACE

By: _____
Jeff Niten
City Manager
Date: _____

Approved as to form:

By: _____

Hillary J. Evans

City Attorney

Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he, she) was authorized to execute the
instrument and acknowledged it as the _____
of the City of Mountlake Terrace to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

(Seal or Stamp)

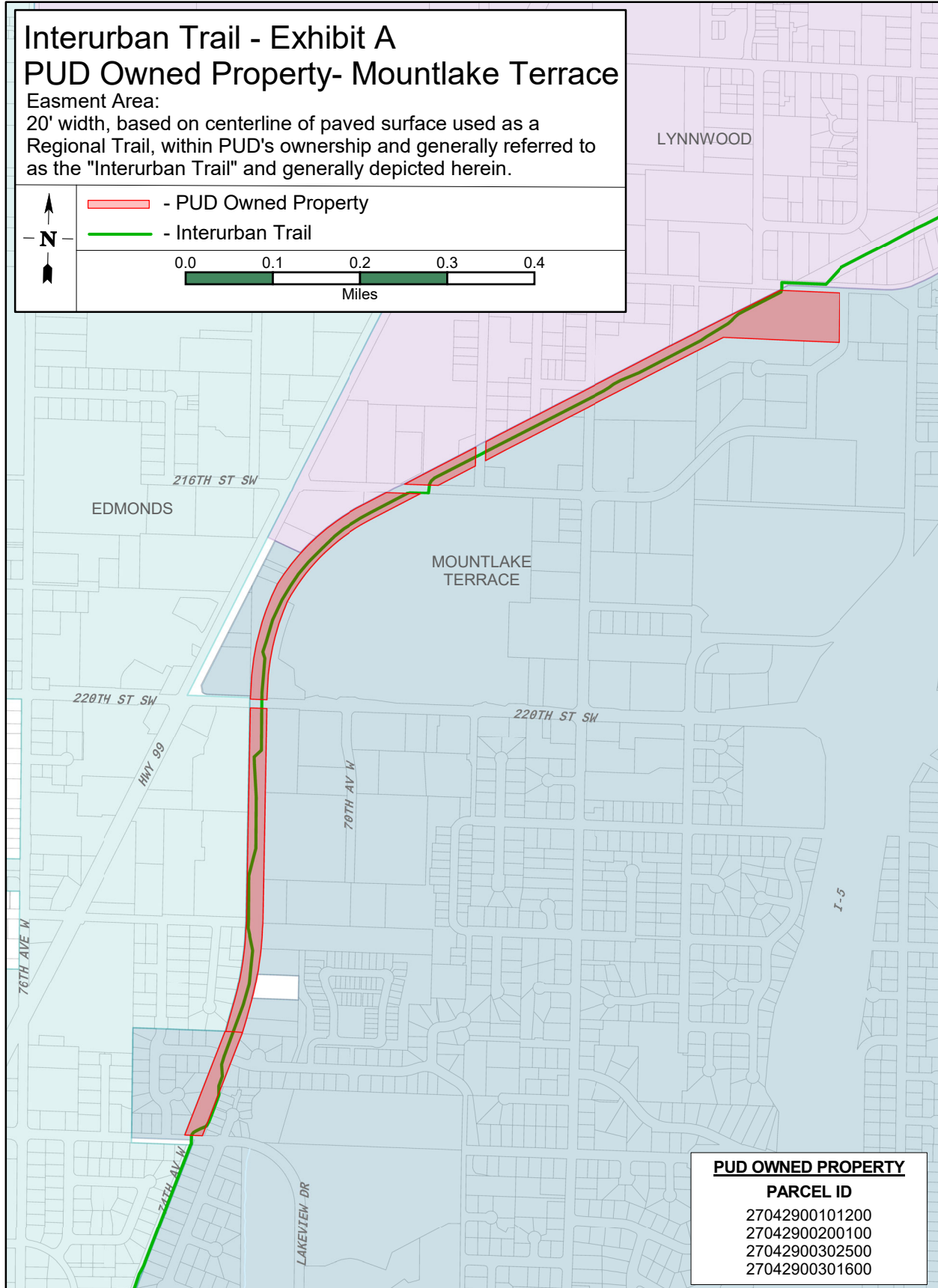
Dated _____

Signature of
Notary Public _____

Title _____ Notary Public

My appointment expires _____

Exhibit "A"





BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

Agenda Item: 4C

TITLE

Consideration of a Resolution Declaring Certain Property Interests Over a Portion of Certain District Real Property (Tax Parcel No. 31051800300600) Situated in Snohomish County, Washington, to be Surplus and Authorizing Granting of an Easement in Favor of Zayo Group, LLC.

SUBMITTED FOR: Public Hearing and Action

Real Estate Services	Maureen Barnes	4373
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>February 20, 2024</u>	
Estimated Expenditure:	<u>N/A</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)(F)(1) a non-delegable statutorily assigned Board Duty to authorize acquisition and the disposition of certain properties and payment therefore.

The District owns a parcel of real property located abutting 3rd Avenue between 194th Street NE and 188th Street NE, Snohomish County, Washington.

Zayo Group, LLC. is requesting a 1,500 square foot underground easement on said District property for the placement of fiber optic cable and conduit. Zayo has offered \$5,000 to the District as consideration for the easement.

After consultation with personnel from various District Departments, no District equipment, facilities, or access will be impacted by the proposed easement. An appraisal obtained by the District supports that the offered consideration represents fair market value for the proposed

easement. Accordingly, District staff recommends that the property interests represented by the proposed easement be declared surplus to the needs of the District and that the easement be granted in favor of Zayo for the offered consideration.

List Attachments:

Resolution

Attachment 1

RESOLUTION NO. _____

A RESOLUTION Declaring Certain Property Interests Over a Portion of Certain District Real Property (Tax Parcel No. 31051800300600) Situated in Snohomish County, Washington, to be Surplus and Authorizing Granting of an Easement in Favor of Zayo Group, LLC.

WHEREAS, Public Utility District No. 1 of Snohomish County District (“District”) owns a parcel of real property located abutting 3rd Avenue between 194th Street NE and 188th Street NE, Snohomish County, Washington (Tax Parcel No. 31051800300600) (“Property”); and

WHEREAS, Zayo Group, LLC. (“Zayo” or “Zayo Group, LLC.”) is requesting a 1,500 square foot underground easement on said Property for the placement of fiber optic cable and conduit; and

WHEREAS, Zayo has offered \$5,000 to the District as consideration for the easement; and

WHEREAS, after consultation with personnel from various District Departments, no District equipment, facilities, or access will be impacted by the proposed easement; and

WHEREAS, an appraisal obtained by the District supports that the offered consideration represents fair market value; and

WHEREAS, District staff recommends that the property interests represented by the proposed easement be declared surplus to the needs of the District and that the easement be granted in favor of Zayo for the offered consideration; and

WHEREAS, the Commission held a public hearing to consider declaring the District property interests represented by the proposed easement described in Attachment 1 surplus to

the needs of the District and to consider granting the requested easement in favor of Zayo for the offered consideration; and

WHEREAS, based upon the information presented and recommendations of staff, the Commission of Public Utility District No. 1 of Snohomish County finds that the District property interests represented by the proposed easement described in Attachment 1:

1. Are no longer necessary, material to, and useful in the District's operations.
2. Are not required for continued public utility service.
3. Has a fair market value of approximately \$5,000.
4. Should be granted to Zayo Group, LLC.

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

1. The District's property interests represented by the proposed easement described in Attachment 1 are surplus to the District's needs.
2. The consideration to be received by the District from Zayo Group, LLC., for the easement represents the fair market value thereof.
3. The Manager of the District's Real Estate Services Department, or her designee, is authorized to take all reasonable and necessary actions to execute the proposed easement (Attachment 1) in favor of Zayo Group, LLC.; and that the final form of the easement and other related documents shall be subject to the review and approval of the District's General Counsel or his designee.

PASSED AND APPROVED this 5th day of March, 2024.

President

Vice-President

Secretary

After recording mail to:

Snohomish County PUD
Real Estate Services
P. O. Box 1107
Everett, WA 98206-1107

Attachment 1

ZAYO INTEGRATED LINE AMPLIFIER FIBER OPTIC EASEMENT

Grantor(Owner): Public Utility District No. 1 of Snohomish County
Grantee: Zayo Group, LLC, a Delaware limited liability company
Legal Description: NW/SW S18, T31N, R5E, W. M.
Assessor's Tax Parcel Number: 31051800300600 (a portion of)

THIS ZAYO INTEGRATED LINE AMPLIFIER FIBER OPTIC EASEMENT AGREEMENT ("Easement Agreement") is made this ____ day of _____, 2024, between **Public Utility District No. 1 of Snohomish County**, a municipal corporation under the laws of the State of Washington ("District"), and **Zayo Group, LLC, a Delaware limited liability company** ("ZAYO"). The District and ZAYO are also referred to herein individually as "Party" and collectively as "Parties".

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

A strip of land, 50 feet in width, lying adjacent to and Westerly of the Great Northern Railroad, now known as Burlington Northern Santa Fe Railroad, within the Northwest Quarter of the Southwest Quarter of Section 18, Township 31 North, Range 5 East, W. M.

Assessor's Tax Parcel No. 31051800300600 (a portion of).

WHEREAS, ZAYO is desirous of acquiring certain rights and privileges across, under, and through the Property for the purposes of constructing, operating, repairing, replacing, improving, removing, upgrading, extending and maintaining fiber optic cable and conduit.

NOW, THEREFORE, in consideration of mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, the District and ZAYO agree as follows:

1. Integrated Line Amplifier Fiber Optic Cable Easement. The District, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to ZAYO a non-exclusive easement (“Easement”) across, under and through a portion of Property legally described on attached and incorporated Exhibit “A” (“Easement Area”) and graphically depicted in Exhibit “B” for the purposes of constructing, operating, repairing, replacing, improving, removing, upgrading, extending and maintaining an integrated line amplifier fiber optic cable and conduit, together with the right of ingress to and egress from adjacent property of the District during the construction, reconstruction, repair, operation and/or maintenance of the aforesaid improvements, provided same does not substantially interfere with the District’s business operations conducted on the property or with the District’s use and quiet enjoyment of its property. All ZAYO facilities will be located underground, no above ground facilities allowed. ZAYO agrees to maintain the Easement Area, including trimming/removal of brush and debris as it relates to possible interference with their buried cable. ZAYO agrees to place permanent signage within the Easement Area identifying the location of their buried cable. Installation will take approximately one week, and ZAYO will access Easement Area one to two times per year as needed.

2. Owner’s Reservation of Rights and Use of Easement Area. The District reserves the right to use the Easement Area in a manner that does not substantially interfere with ZAYO’s use of the Easement Area. Except as provided in Section 3 of this Easement Agreement, the District shall not construct or permit to be constructed any new structures in the Easement Area without prior approval of ZAYO, provided ZAYO shall review any approval request in a timely manner and shall not unreasonably withhold said approval.

3. Construction Work by District. In the event the District determines it is necessary to perform work to operate, maintain, repair and/or replace any District equipment, facilities, and/or lines located within the Easement Area, the District shall provide reasonable notice to ZAYO of such work but shall not be required to obtain ZAYO’s consent prior to carrying out such work.

4. Construction Work by ZAYO. Prior to commencement of any construction work by ZAYO within the Easement Area, notification and plans for the same shall be submitted to the District, and no such construction work by ZAYO shall commence without the District’s prior written consent, which consent shall not be unreasonably withheld; provided, however, any changes or revisions in the plans shall be submitted to the District in a timely manner and also be subject to District’s prior written consent.

5. Standards of Performance and Compliance with Applicable Laws. All work performed by ZAYO shall meet or exceed current industry standards and shall be in

compliance with all applicable local, state and federal regulations, codes and laws. Minimum transmission clearances required by the District from an unqualified worker (or machinery) to an energized 115 kV line is 15 feet with a safety watch, and no safety watch if clearance is greater than 20 feet. If a safety watch, pole hold or temporary raising of the lines is required, a separate contract between ZAYO and the District is required.

6. General Indemnification and Hold Harmless.

a. In addition to the indemnification and hold harmless provisions regarding Hazardous Substances in Section 7, ZAYO shall indemnify, defend, and hold harmless the District from and against any and all liabilities, obligations, claims, damages, demands, penalties, causes of action, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, whether arising out of injury or death to persons or damage to the Property, Easement Area and/or adjoining property or loss of any personal property or otherwise (collectively, "Damages"), arising from and/or related to the negligent acts and/or omissions of ZAYO and/or its consultants, agents, employees or invitees on, about, or with respect to the Property and Easement Area, except to the extent such Damages arise from or relate to the negligent acts and/or omissions of the District and/or District's agents, employees, or invitees.

b. In the event that ZAYO and the District are both liable with regard to any particular event, ZAYO's liability for indemnification of the District under Subsection 6(a) shall be limited to ZAYO's contributory negligence for the event that can be apportioned to ZAYO.

c. Solely and expressly for purposes of its duties to indemnify and hold harmless the District as set forth above, ZAYO expressly waives any immunity it might have under the State Industrial Insurance law, RCW Title 51, in the event that a claim is made against the District for an injury to any employee of ZAYO. ZAYO ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

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

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

7. Hazardous Substance Indemnification and Hold Harmless.

a. ZAYO agrees to defend, indemnify and hold harmless the District from and against Damages associated with the removal or remediation of any Hazardous Substances that have come to be located on the Property, Easement Area and/or adjacent District property as a result of ZAYO's activities on the Property, Easement Area and/or adjacent District property; provided however, that ZAYO shall in no way be

obligated to defend, indemnify and hold the District harmless for Damages related to and/or removal and remediation of Hazardous Substances that are already located on the Property, Easement Area and/or adjacent District property or have come to be located on the Property, Easement Area and/or adjacent District property through no act or omission of ZAYO and/or its consultants, agents, employees, contractors, subcontractors or invitees.

b. For the purposes of this Section and this Easement, "Hazardous Substances" shall include all those substances identified as dangerous or hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and the Washington Model Toxic Control Act, RCW 70A.305 et seq., and shall include gasoline and other petroleum products.

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

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

8. Insurance.

a. At all times while this Easement Agreement is in effect, ZAYO shall carry Business Automobile Liability and Commercial General Liability (including bodily injury and property damage) Insurance covering ZAYO's use of the Property in the following limits: (Limits may be met with a combination of primary and excess policies)

- | | | | |
|---|-----------------------|-------------|-------------|
| • | Bodily Injury | each person | \$2,000,000 |
| | (including death) | each person | \$2,000,000 |
| • | Property Damage | each person | \$2,000,000 |
| • | Worker's Compensation | | \$1,000,000 |

b. When reference is made in said insurance to ZAYO's "use" of the Easement Area, such reference shall include use of the said Easement Area by ZAYO, its employees, agents, servants, or business invites. This shall not be construed as expanding any rights or any right to use of the Easement Area beyond that specifically granted in this Easement Agreement.

c. The Commercial General Liability and Business Automobile Liability shall include the District, its officers, elected officials, employees and agents as additional insureds with respect to ZAYO's use of the Easement Area under this Easement Agreement.

d. ZAYO shall provide the District with Certificates of Insurance as evidence

of said insurance prior to ZAYO's use of the Easement Area pursuant to this Easement Agreement. The Certificates shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the below-mentioned notice of cancellation clause.

e. ZAYO shall not cause such insurance to lapse or be canceled during its use of the Easement Area under this Easement Agreement without first providing evidence of replacement policies of insurance sufficient to meet the requirements outlined herein.

f. The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities and/or obligations of ZAYO under this Easement Agreement.

g. In the event that ZAYO utilizes a contractor(s) to perform work on the Easement Area under this Easement Agreement, ZAYO shall require and ensure that said contractor(s) meets the insurance requirements stated herein. ZAYO shall require said contractor(s) furnishes to District with a Certificate of Insurance(s) as evidence of said coverage.

h. In satisfaction of the insurance requirements set forth in this Section 7, ZAYO may self-insure against such risks in such amounts as are consistent with good risk management practice. ZAYO shall provide the District with reasonable written evidence that ZAYO is maintaining such self-insurance.

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

10. Title to Property. The District represents to ZAYO that to the best of District's knowledge, the District is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey same; but makes no other representations or warranties as to whether the land has any encumbrances and whether the land has conditions that would be adverse to ZAYO or whether the land is suitable for ZAYO's purposes.

11. Term of Easement. Unless terminated in accordance with Section 12, the rights, privileges and authority granted by said easement shall continue to be in force until such time as ZAYO permanently removes/abandons its integrated line amplifier fiber optic facilities referred to in Section 1, at which time this Easement Agreement, the Easement granted herein, and said rights, privileges and authority shall terminate.

12. Termination of Easement Agreement. This Easement Agreement and the Easement provided herein may be terminated for cause by the District upon 180 days' notice in writing to ZAYO where cause shall be ZAYO's abandonment or termination of use of its improvements, or if ZAYO violates any substantive portion or requirement of

this Easement Agreement and the violation is not remedied within 180 days after ZAYO receives written notice of the violation from the District.

13. Abandonment. In the event that ZAYO permanently abandons said integrated line amplifier fiber optic facilities referenced in Section 1, ZAYO shall notify the District in writing. At that time, the District will record a document terminating this Easement Agreement and Easement granted hereunder with the Auditor of Snohomish County, Washington.

14. Removal and/or Abandonment in place upon Termination. Upon the termination of this Easement Agreement and the Easement granted herein, ZAYO will complete one of the following two options, which option will be chosen by District in District's sole discretion: (i) remove the integrated line amplifier fiber optic facilities referred to in Section 1 and completely restore the Easement Area to the condition that existed prior to the installation of said integrated line amplifier fiber optic facilities and ZAYO's use of the Easement Area; or (ii) abandon said integrated line amplifier fiber optic facilities in place in accordance with the highest industry standards and customs used at the time of abandonment and otherwise completely restore the Easement Area to the condition that existed prior to the installation of said integrated line amplifier fiber optic facilities and ZAYO's use of the Easement Area.

15. No Blasting. ZAYO agrees for itself, contractors or assigns that it will not perform any blasting or discharge any explosives within the Easement Area.

16. Binding Effect. The Easement provided herein and the rights and obligations under this Easement Agreement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns. This Easement Agreement and Easement contained herein are not transferable by ZAYO.

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

18. Entire Agreement. The District and ZAYO understand and agree that this document constitutes the whole agreement between them and supersedes all other prior agreements and understandings, whether oral or written, with regard to the subject matter of this Easement Agreement. This Easement Agreement shall not be modified or amended except by written amendment.

19. Fair Meaning. The terms of this Easement Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because

of authorship. This Easement Agreement shall be deemed to have been drafted by all Parties.

20. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Easement Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Easement Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Easement Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

22. Authority. Each person signing this Easement Agreement, if on behalf of an entity, represents that he/she has full authority to sign this Easement Agreement on behalf of such entity.

{Signatures appear on following pages}

Executed as of the date hereinabove set forth.

GRANTOR: PUBLIC UTILITY NO. 1 OF SNOHOMISH COUNTY

By: _____
Name: Maureen Barnes,
Title: Manager, Real Estate Services
Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Maureen Barnes signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager, Real Estate Services of Public Utility Grantor No. 1 of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated _____
Signature of _____
Notary Public _____
Title Notary Public
My appointment expires _____

GRANTEE: ZAYO GROUP, LLC.

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

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of _____
County of _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he, she) was authorized to execute the instrument and acknowledged it as the _____ of Zayo Group, LLC. and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated _____
Signature of _____
Notary Public _____
Title _____ Notary Public
My appointment expires _____

EXHIBIT A

PAGE OF

NCS JOB# 230006
PARCEL# 31051800300600
30' X 50' EASEMENT

THAT PORTION OF GOVERNMENT LOT 3, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 31 NORTH, RANGE 5E OF THE WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH $01^{\circ} 56' 58''$ EAST ALONG THE WEST LINE OF SAID SUBDIVISION 1323.30 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH $89^{\circ} 45' 59''$ EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, 1106.15 FEET TO A POINT ON A NON-TANGENT CURVE AND ALSO BEING 100.00 FEET WESTERLY OF THE CENTERLINE BURLINGTON NORTHERN SANTA FE RIGHT-OF-WAY; THENCE NORTHERLY 76.06 FEET ALONG THE ARC OF SAID NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5371.89 FEET, THE RADIUS POINT WHICH BEARS SOUTH $58^{\circ} 27' 18''$ WEST, THROUGH A CENTRAL ANGLE OF $00^{\circ} 48' 40''$ TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY 30.00 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5371.89 FEET, THROUGH A CENTRAL ANGLE OF $00^{\circ} 19' 12''$; THENCE NORTH $57^{\circ} 45' 18''$ EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE SOUTHERLY 30.00 FEET ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5421.89 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH $57^{\circ} 19' 40''$ WEST, THROUGH A CENTRAL ANGLE OF $00^{\circ} 19' 01''$; THENCE SOUTH $57^{\circ} 45' 18''$ WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1499.58 SQUARE FEET.

ATTACHED HERE TO EXHIBIT "B"

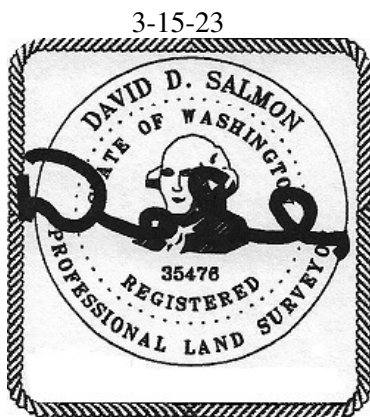
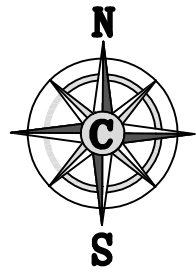
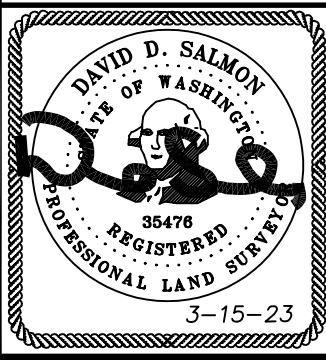
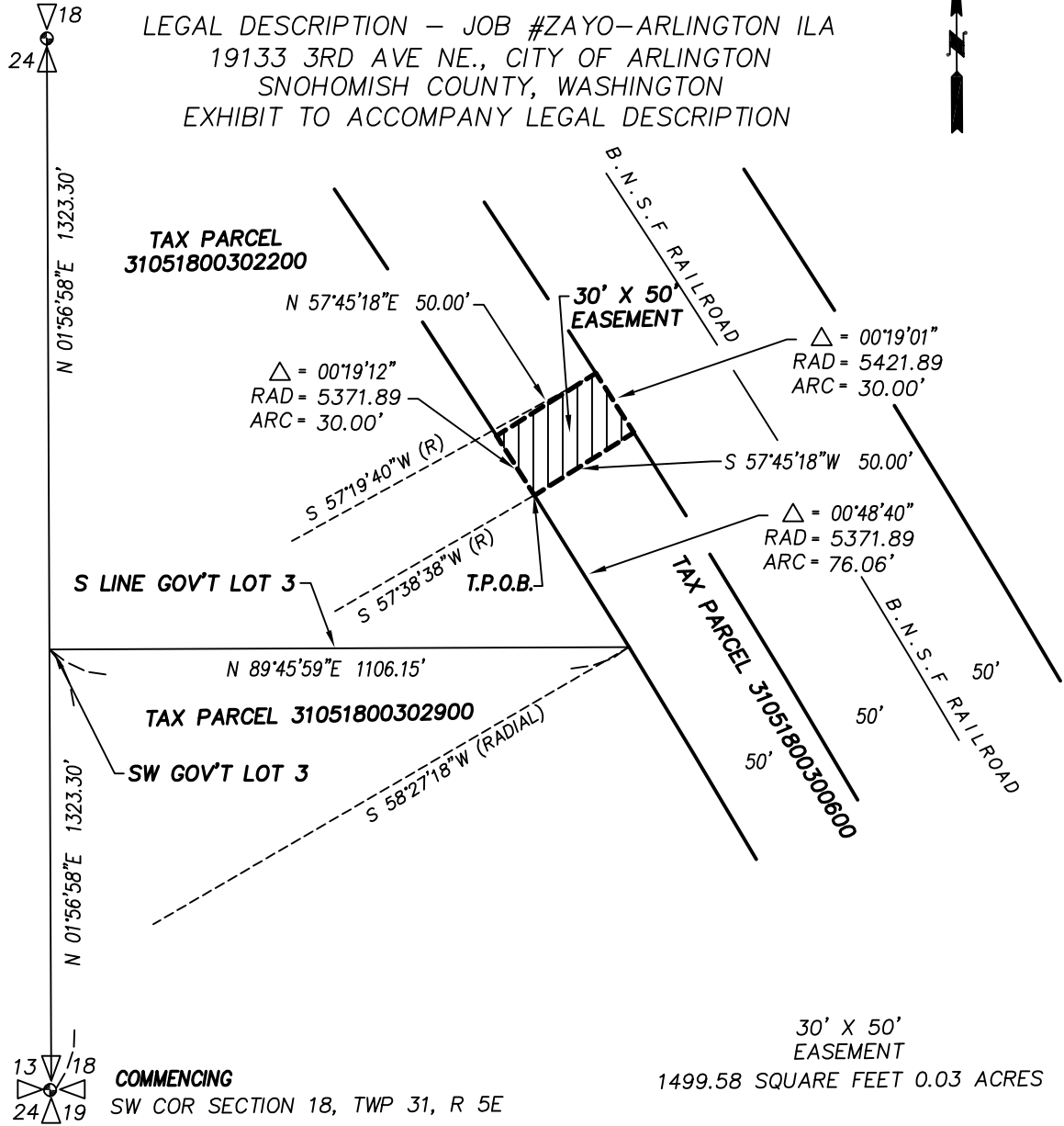


EXHIBIT "B"

LEGAL DESCRIPTION – JOB #ZAYO–ARLINGTON ILA
 19133 3RD AVE NE., CITY OF ARLINGTON
 SNOHOMISH COUNTY, WASHINGTON
 EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



NCS
SURVEYING, LLC

17105 RIVER ROAD
 Leavenworth, Wa. 98826
 Cell: (253) 606-6829
 dsalmon@ncssurveying.com

DATE:	MARCH, 2023
JOB NO.:	230006
DRAWN BY:	SJ
CHECKED BY:	DDS
SCALE:	N.T.S.



BUSINESS OF THE COMMISSION

Meeting Date: March 5, 2024

Agenda Item: 5

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 5, 2024

Agenda Item: 6A

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 5, 2024

Agenda Item: 6B

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 – 2024

February 2024

February 7 - 9:

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

February 13:

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

February 15:

Camano Island Chamber of Commerce Meeting
Stanwood, WA 11:30 a.m. – 1:00 p.m.
(Logan)

February 21:

Economic Alliance of Snohomish County (EASC)
Economic Forecast and Annual Meeting
Tulalip, WA 10:30 a.m. – 2:00 p.m.
(Logan/Olson/Wolfe)

February 26-28

American Public Power Association (APPA)
Legislative Rally
Washington, D.C.
(Wolfe)

February 2024

February 29:

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

Commissioner Event Calendar – 2024

March 2024

March 6 - 7:

Public Power Council Meetings
Portland, OR

March 8:

PNUCC Meeting
Virtual

[\(Logan/Wolfe\)](#)

March 21:

Economic Alliance of Snohomish County (EASC)
State of the City
Everett, WA 3:30 p.m. – 6:00 p.m.
(Logan/Olson)

March 2024

Commissioner Event Calendar – 2024

April 2024

April 3 - 4:

Public Power Council Meetings

Virtual

April 5:

PNUCC Meeting

Virtual

April 10:

ROMEIO Presentation

Arlington, WA 10:00 a.m. – 12:00 p.m.

(Logan)

April 2024

Commissioner Event Calendar – 2024

May 2024

May 1 - 3:

Public Power Council/PNUCC Meetings
Portland, OR

May 12 - 15:

Northwest Public Power Association (NWPPA)
Annual Conference
Salt Lake City, UT
(Wolfe/Logan)

May 2024

Commissioner Event Calendar – 2024

June 2024

June 5 - 7:

Public Power Council/PNUCC Meetings
Portland, OR

June 9 - 12:

American Public Power Council (APPA) Annual
Conference
San Diego, CA
(Logan/Wolfe)

June 2024

Commissioner Event Calendar – 2024

July 2024

July 12:
PNUCC Meeting
Virtual

July 2024

Commissioner Event Calendar – 2024

August 2024

August 7 - 9:

Public Power Council/PNUCC Meetings

Portland, OR

August 2024

Commissioner Event Calendar – 2024

September 2024

September 4 - 6:
Public Power Council/PNUCC Meetings
Portland, OR

September 2024

Commissioner Event Calendar – 2024

October 2024

October 2 - 3:

Public Power Council Meetings

Portland, OR

October 4:

PNUCC Meeting

Virtual

October 2024

Commissioner Event Calendar – 2024

November 2024

November 6 - 8:

Public Power Council/PNUCC Meetings
Portland, OR

November 2024

Commissioner Event Calendar – 2024

December 2024

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December 2024

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

0

OSHA Recordable Injuries

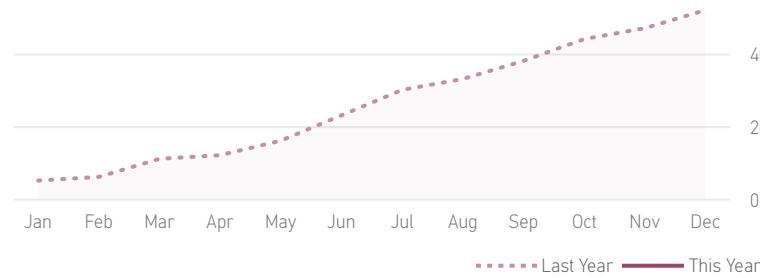
2

Preventable Vehicle Accidents

Safety Incidents (year-to-date)

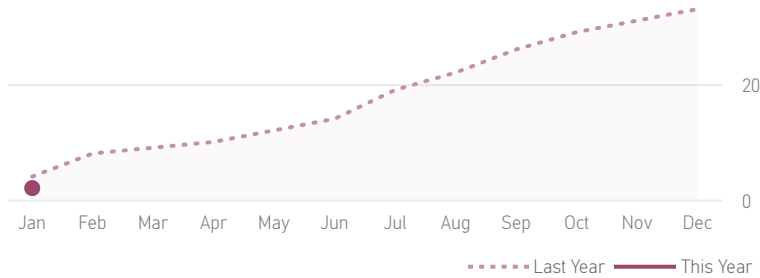
Are we reducing the number of injuries?

The graph below shows the number of **recordable injuries** year-to-date.



Are we reducing the number of vehicle accidents?

The graph below shows the number of **preventable accidents** year-to-date.



64%

Call Center Service Level

71%

% Payments via CSS Tools

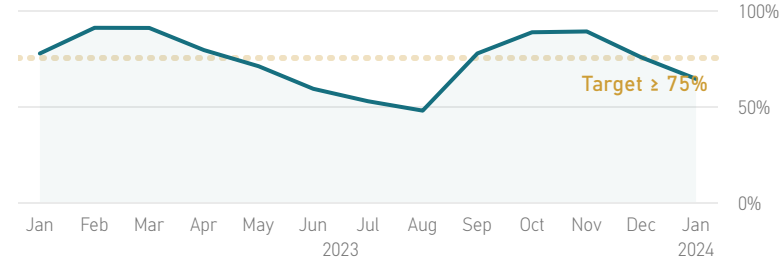
738

JD Power Overall Cust Sat

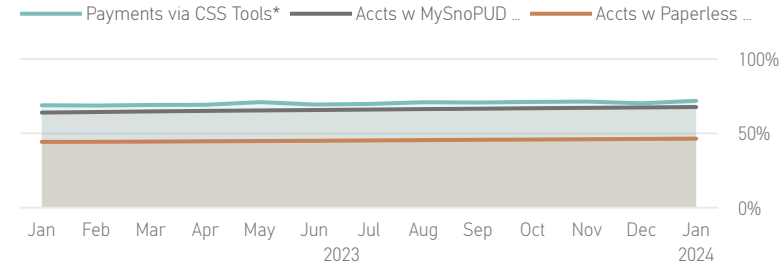
Customer Experience (most recent month / report)

What is our customers' call center experience?

Service Level = % calls 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 .

	2022: Q4	2023: Q4
District	751	738
West Mid-Size Avg	730	714

99.977 %

Electric System Uptime

1.5 %

Electric Cust w/6+ Outages

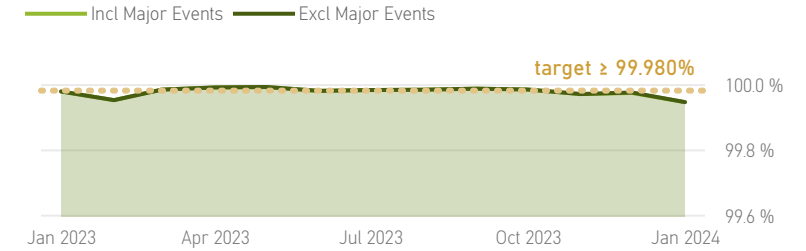
0.71

Water Outages per 1,000 Cust

System Reliability (performance over last 12 months)

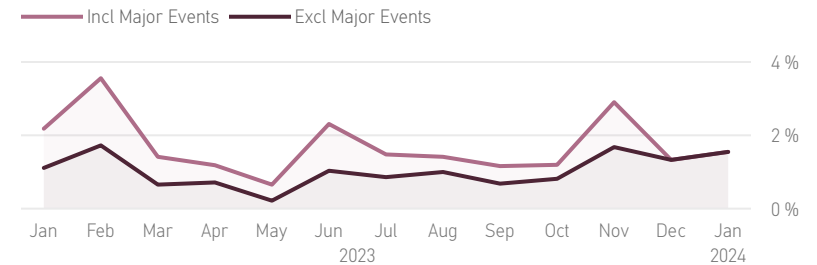
What is our customers' experience of electric system reliability?

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



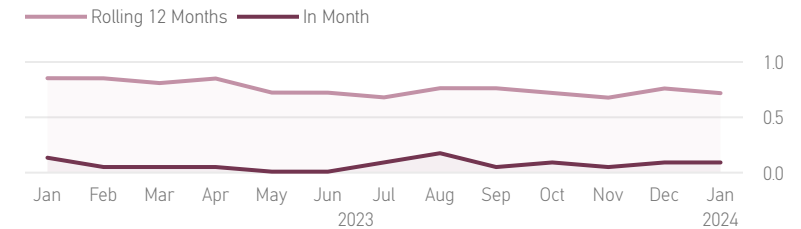
What % of electric customers experienced 6+ outages in the last 12 months?

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.



2024 District Monthly Performance Dashboard

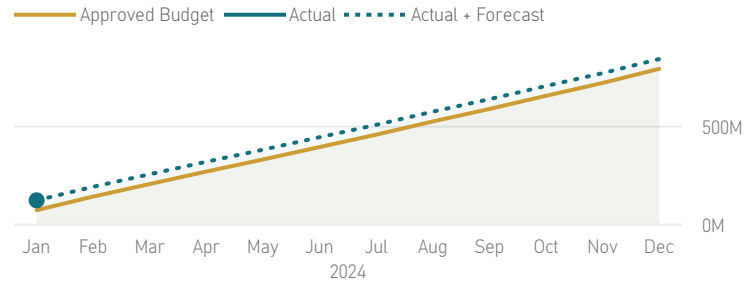
performance through **January 2024** (data as of February 23, 2024)



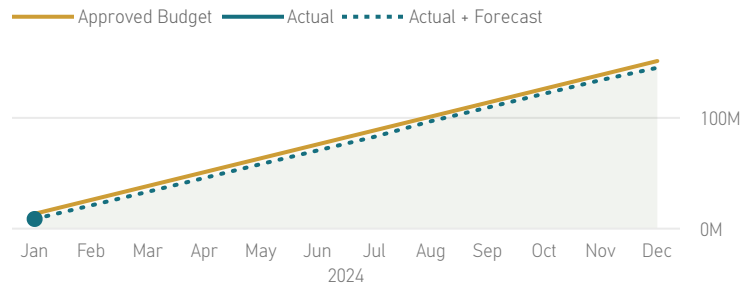
Electric Financial Performance (compared to YTD approved budget)

173 % % Operating Budget Spent
63 % % Capital Budget Spent
91 % % Sales Revenue Budget Met

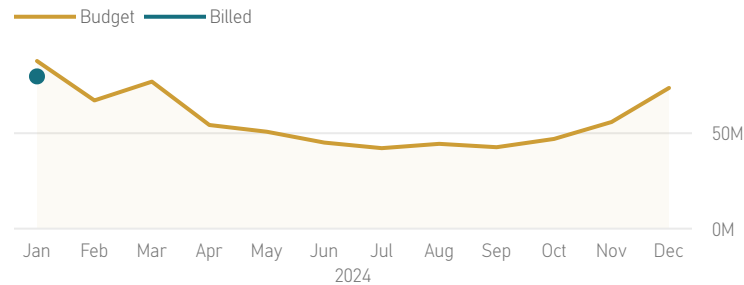
Operating Spending*



Capital Spending



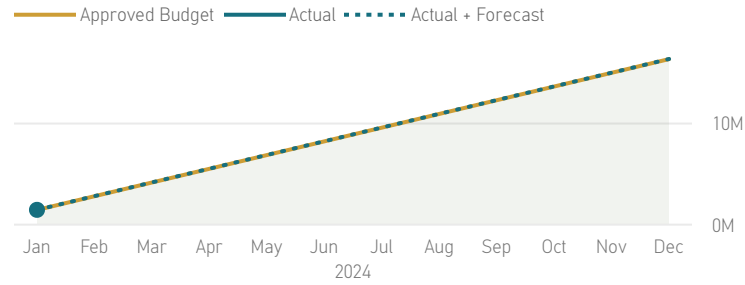
Billed Retail Revenue (excludes Unbilled Revenue Adjustment)



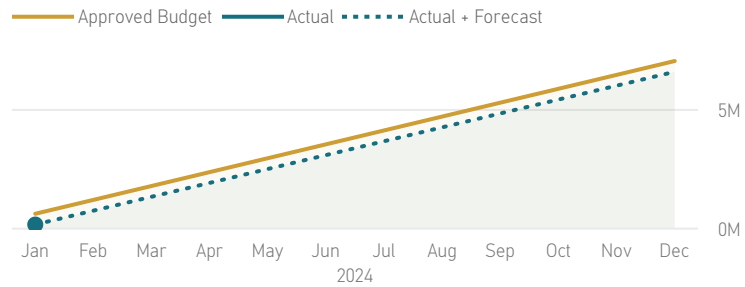
Generation Financial Performance (compared to YTD approved budget)

101 % % Operating Budget Spent
22 % % Capital Budget Spent

Operating Spending*



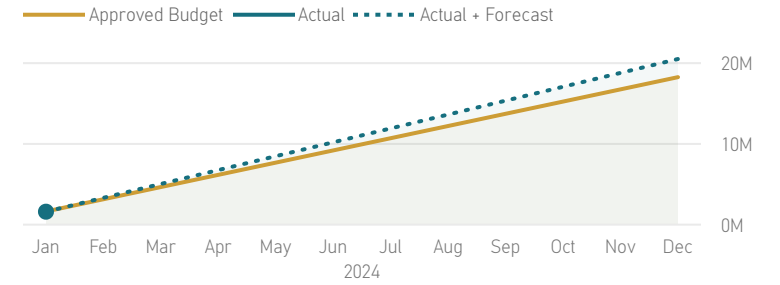
Capital Spending



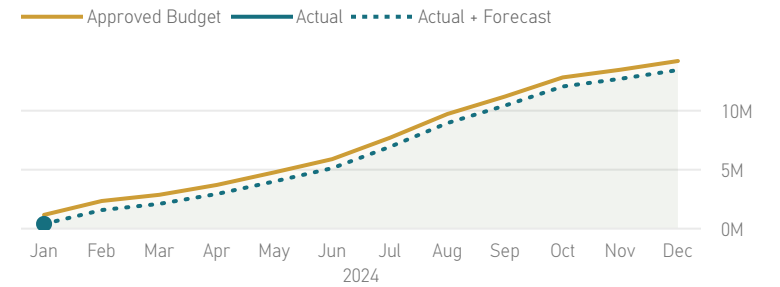
Water Financial Performance (compared to YTD approved budget)

98 % % Operating Budget Spent
29 % % Capital Budget Spent
97 % % Sales Revenue Budget Met

Operating Spending*



Capital Spending



Billed Retail and Wholesale Revenue



* Operating Spending includes O&M, Transmission & Ancillary, Purchased Power / Water, Taxes, and Depreciation.

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.

KPI TEXT COLOR

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

Safety Metrics:

Recordable Injuries: Injuries that meet OSHA definitions.

Call Center Metrics:

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 5, 2024

Agenda Item: 7A

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 – 2024

To Be Scheduled

- Hat Island Surcharge Update
- Residential Time of Day Rates

To Be Scheduled

- Schedule 83 - PUD Retail Electric Vehicle Charging Update for Level 2 Chargers
- Columbia River System Operations (CRSO) Update
- Cap and Invest Consignment Revenue Allocation Policy

For Planning Purposes Only and Subject to Change at any Time

Governance Planning Calendar – 2024

March 5, 2024

Morning Session:

- Media
- Legislative
- Surplus and Sale of a Portion of Property to the City of Lake Stevens
- Surplus and Disposal of a Mobile Home Located on District Property
- ~~Surplus and Sale of a Portion of Property to the City of Lynnwood (moved to March 19)~~
- ~~Cap and Invest Consignment Revenue Allocation Policy (moved To Be Scheduled)~~

Afternoon Session:

- Public Hearing and Action:
 - 2024 General Rate Adjustment
 - City of Mountlake Terrace Interurban Recreational Trail Easement
 - Surplus and Sale of Easement to Zayo Group, LLC.
- Governance Planning Calendar

March 19, 2024

Morning Session:

- Legislative
- Connect Up Quarterly Update
- Commercial Strategic Energy Management Update
- 2025 IRP Kickoff
- Surplus and Sale of a Portion of Property to the City of Lynnwood

Afternoon Session:

- Public Hearing and Action:
 - Disposal of Surplus Property – 2nd Quarter
 - Surplus and Sale of a Portion of Property to the City of Lake Stevens
 - Surplus and Disposal of a Mobile Home Located on District Property
 - ~~Surplus and Sale of a Portion of Property to the City of Lynnwood (moved to April 2)~~
- Governance Planning Calendar

Governance Planning Calendar – 2024

March 22, 2024

Special Meeting:

- South Everett Community Solar Project Groundbreaking Ceremony

March 26, 2024

Special Meeting:

- Review of Executive Limitations/Governance Policies

Governance Planning Calendar – 2024

April 2, 2024

Morning Session:

- Media

Afternoon Session:

- Monitoring Report:
 - 4th Quarter 2023 Financial Conditions and Activities Monitoring Report
 - Surplus and Sale of a Portion of Property to the City of Lynnwood
- Governance Planning Calendar

April 16, 2024

Morning Session:

- Community Engagement
- Legislative
- Energy Risk Management Report
- Water Supply Update
- 2023 Audit Results Public Utility District No. 1 of Snohomish County

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2024

May 7, 2024

Morning Session:

- Media
- Diversity, Equity, & Inclusion Initiative Update

Afternoon Session:

- Monitoring Report:
→ 1st Quarter 2024 Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

May 21, 2024

Morning Session:

- Legislative
- Strategic Plan – Quarterly Update

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2024

June 4, 2024

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

June 18, 2024

Morning Session:

- Legislative
- Connect Up Quarterly Update

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property – 3rd Quarter
- Governance Planning Calendar

Governance Planning Calendar – 2024

July 2, 2024

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

July 16, 2024

Morning Session:

- Legislative
- Water Supply Update
- Energy Risk Management Report

Afternoon Session:

- Monitoring Report:
→Asset Protection Monitoring Report
- Governance Planning Calendar

Governance Planning Calendar – 2024

August 6, 2024

Morning Session:

- Media

Afternoon Session:

- Monitoring Report:
→2nd Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

August 20, 2024

Morning Session:

- Legislative
- Strategic Plan – Quarterly Update

Afternoon Session:

- Public Hearing:
→2025 Preliminary Budget – Report of Filing and Notice of Public Hearing
- Governance Planning Calendar

Governance Planning Calendar – 2024

September 3, 2024

Morning Session:

- Media
- Connect Up Quarterly Update

Afternoon Session:

- Governance Planning Calendar

September 17, 2024

Morning Session:

- Legislative

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property – 4th Quarter
- Governance Planning Calendar

Governance Planning Calendar – 2024

October 7, 2024

Morning Session:

- Media

Afternoon Session:

- Public Hearing:
→ Open 2025 Proposed Budget Hearing
- Governance Planning Calendar

October 22, 2024

Morning Session:

- Legislative
- Energy Risk Management Report
- Water Supply Update

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2024

November 5, 2024

Morning Session:

- Media

Afternoon Session:

- Public Hearing:
→Continue Public Hearing on the 2025 Proposed Budget
- Monitoring Report:
→3rd Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

November 19, 2024

Morning Session:

- Community Engagement
- Legislative
- Strategic Plan – Quarterly Update

Afternoon Session:

- Public Hearing:
→Continue Public Hearing on the 2025 Proposed Budget
- Adopt Regular Commission Meeting Dates for the Year 2025
- Governance Planning Calendar

Governance Planning Calendar – 2024

December 3, 2024

Morning Session:

- Media
- Connect Up Quarterly Update

Afternoon Session:

- Public Hearing and Action:
 - Adopt 2025 Budget
- Monitoring Report:
 - Financial Planning and Budgeting Monitoring Report
- Elect Board Officers for the Year 2025
- Proposed 2025 Governance Planning Calendar

December 17, 2024

Morning Session:

- Legislative

Afternoon Session:

- Public Hearing and Action:
 - Disposal of Surplus Property - 1st Quarter 2025
 - Confirm Final Assessment Roll for LUD No. 67
- Adopt 2025 Governance Planning Calendar

Governance Planning Calendar – 2024

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

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March

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31						

April

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May

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June

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July

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28	29	30	31			

August

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25	26	27	28	29	30	31

September

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October

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27	28	29	30	31		

November

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24	25	26	27	28	29	30

December

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

For Planning Purposes Only and Subject to Change at any Time