



AGENDA
BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1
REGULAR COMMISSION MEETING

Tuesday, June 24, 2025, 9:00 AM
2721 West 10th Avenue, Kennewick, WA

The meeting is also available via MS Teams
The conference call line (audio only) is:
1-323-553-2644; Conference ID: 700 722 151#

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Agenda Review**

4. Public Comment

(Individuals desiring to provide public comment during the meeting on items relating to District business, whether in person or remotely will be recognized by the Commission President and provided an opportunity to speak. Comments are limited to five minutes. Public Comment can also be sent to the Clerk of the Board in advance of the meeting at commission@bentonpud.org. Guidelines for Public Participation can be found on the Benton PUD District website at <https://www.bentonpud.org/About/Commission/Meeting-Agendas-Minutes>.)

5. Treasurer's Report

pg. 3

6. Approval of Consent Agenda

(All matters listed within the Consent Agenda have been distributed to each member of the Commission for reading and study, are considered routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired by any member of the Commission, that item will be removed from the Consent Agenda and placed on the Regular Agenda by request.)

Executive Administration/Finance

- | | |
|---|--------|
| a. Minutes of Regular Commission Meeting of May 27, 2025 | pg. 7 |
| b. Travel Report dated June 24, 2025 | pg. 11 |
| c. Vouchers dated June 24, 2025 | pg. 12 |
| d. Amending the Merit-Based Salary Administration Plan, Resolution No. 2698 | pg. 61 |

Operations/Engineering

- | | |
|--|--------|
| e. Hedges Substation 115kV Metering Point - WO# 711078 | pg. 69 |
| f. Babs Meadows Subdivision - WO# 741981 | pg. 72 |
| g. Quit Claim Deed – Parcel 1-0189-4BP-5730-002 | pg. 74 |
| h. Jobs Report for Commission | pg. 78 |

Procurement

- | | |
|---|--------|
| i. 2025 Meter Exchange Project – Surplus of Equipment, Resolution No. 2699 | pg. 82 |
| j. Total Quality Air, LLC. – CO#1 - Contract #23-45-38 | pg.129 |
| k. Heritage Professional Landscaping, Inc. - Project Completion and Acceptance for Contract #21-38-03 | pg.131 |
| l. Contract Award Recommendation to DJ's Electrical, Inc. – Vista Bay 2 Foundation, Footings & Conduit Construction – Bid Package #25-21-11 | pg.133 |

- m. Contract Award Recommendation to DJ's Electrical, Inc. – Hedges Substation Yard Expansion – Bid Package #25-21-12 pg.152

7. Management Report

8. Business Agenda

- a. Sunset Rd to Dallas Sub Transmission Line – Reapproving WO# 503229 – E. Edwards pg.158
- b. Contract Award Recommendation to McWane, Inc. - Sunset-Dallas T-Line Ductile Iron Poles – Bid Package #25-21-03 – E. Edwards pg.161
- c. Sun Heaven Project Work Order Authorizations #25-21-15 – E. Edwards pg.171
- d. Contract Award Recommendation to Virginia Transformer Corporation – 2025 Power Transformers – Bid Package #25-21-03 – E. Edwards pg.174
- e. Contract Award Recommendation to Anixter, Inc. – #795 ACSR, Drake Conductor, 26/7 Str. – Bid Package #25-21-09 – E. Edwards pg.188
- f. Sun Heaven Farms LLC Developer & Loan Agreement - Contract #25-21-15 – E. Edwards pg.194
- g. Spring State of the System Presentation – E. Edwards and S. Hunter pg.205

9. Other Business

10. Future Planning

11. Meeting Reports

12. Executive Session

13. Adjournment

(To request an accommodation to attend a commission meeting due to a disability, contact dunlapk@bentonpud.org or call (509) 582-1270, and the District will make every effort to reasonably accommodate identified needs.)

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON CO., WA.

TREASURER'S REPORT TO COMMISSION FOR MAY 2025

Jun 4, 2025

Final

REVENUE FUND:

	RECEIPTS	DISBURSEMENTS	BALANCE
05/01/25 Cash Balance			\$ 4,109,917.96
Collections	\$ 12,068,621.75		
Bank Interest Earned	6,399.93		
Investments Matured	3,107,719.86		
Miscellaneous - BAB's Subsidy	127,707.71		
Transfer from Debt Service Fund	-		
EFT Taxes		\$ 893,690.50	
Checks Paid		397,057.26	
Debt Service to Unrestricted		-	
Debt Service to Restricted		566,670.07	
Investments Purchased		8,624,901.20	
Deferred Compensation		195,312.50	
Department of Retirement Systems		224,776.57	
Purchase Inv		-	
Special Fund-Construction Funds		-	
Purchased Power		450,534.95	
Direct Deposit - Payroll & AP		4,394,763.14	
Credit Card Fees		37,445.47	
Miscellaneous - Purchase interest on an investment		48,105.02	
Sub-total	\$ 15,310,449.25	\$ 15,833,256.68	
05/31/25 Cash Balance			\$ 3,587,110.53

Investment Activity	Balance 05/01/25	Purchased	Matured	LGIP Interest	Balance 05/31/25
	\$47,361,502.50	9,185,417.78	3,107,719.86	\$133,861.20	\$53,573,061.62

Check Activity	Balance 05/01/25	Issued	Redeemed	Cancelled*	Balance 05/31/25
	\$175,874.42	\$313,703.94	\$397,057.26	\$1,858.31	\$90,662.79

Unrestricted Reserves:	05/01/25	05/31/25	Change
Minimum Operating Reserves (90 DCOH) Incl. RSA ⁽¹⁾	\$ 32,771,070.00	\$ 32,771,070.00	\$ -
Designated Reserves (Customer Deposits Account)	1,900,000.00	1,900,000.00	-
Designated Reserves (Power Market Volatility Account)	5,000,000.00	5,000,000.00	-
Designated Reserves (Special Capital Account)	10,766,308.29	10,766,308.29	-
Undesignated Reserves (Climate Commitment Act)	3,626,558.84	3,626,558.84	-
Undesignated Reserves (DCOH 2 days) ⁽²⁾	(4,164,589.59)	829,784.32	4,994,373.91
Unrestricted Reserves Total	\$ 49,899,347.54	\$ 54,893,721.45	\$ 4,994,373.91
DCOH - Beginning and Ending of Month	137	151	
DCOH - Year-end Projection (Unrestricted \$42.7M)	116	116	
DCOH - Year-end Projection (Construction \$0.0M)	0	0	
Restricted Reserves:			
Bond Redemption Accounts	1,572,072.93	2,266,450.71	694,377.78
Construction Account	0.00	0.00	-
Restricted Reserves Total	1,572,072.93	2,266,450.71	694,377.78
TOTAL RESERVES	\$ 51,471,420.47	\$ 57,160,172.16	\$ 5,688,751.69

(1) RSA (Rate Stabilization Account): \$7,500,000.00

(2) Undesignated Reserves are periodically reviewed to reallocate to the Designated Reserve accounts

Prepared by: Keith Mercer
Keith Mercer, Treasurer

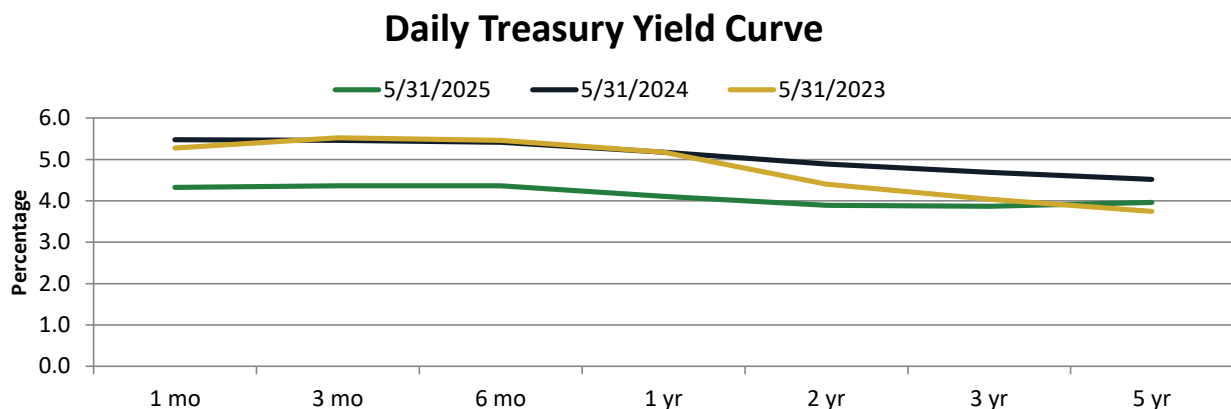
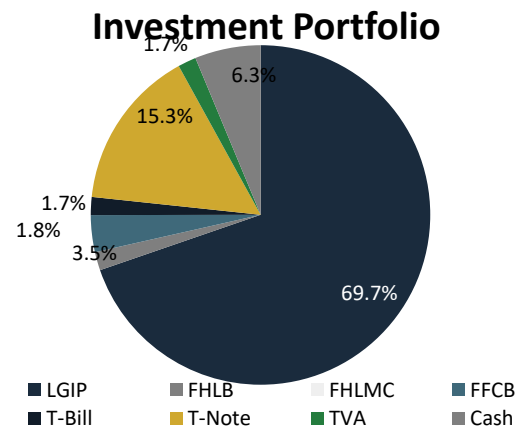
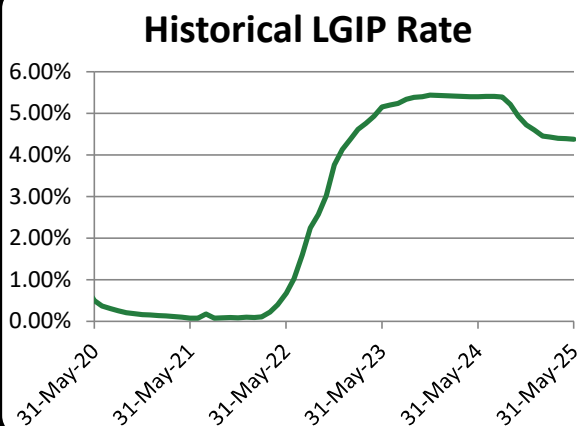
Certified by: Jon Meyer
Jon Meyer, Auditor

****The balance includes \$5.4M for BPA's April Power & Transmission bill, which was issued later than usual and was not due until June. Typically, this bill would have been paid in May resulting in a lower month-end reserve balance.**

as of May 31, 2025

Amount	Type	2025												2026												2027											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
974,012	-T-Bill	4.03%																																			
981,110	-T-Note	4.22%																																			
1,002,930	-T-Note	4.13%																																			
962,130	-T-Note	4.10%																																			
1,004,510	-T-Note	4.63%																																			
958,100	-T-Note	4.10%																																			
1,997,000	-FFCB*	3.26%																																			
998,960	-T-Note	3.73%																																			
956,160	-T-Note	4.21%																																			
944,590	-T-Note	4.28%																																			
949,500	-T-Note	4.24%																																			
1,009,810	-FHLB	3.95%																																			
982,270	-TVA	3.96%																																			

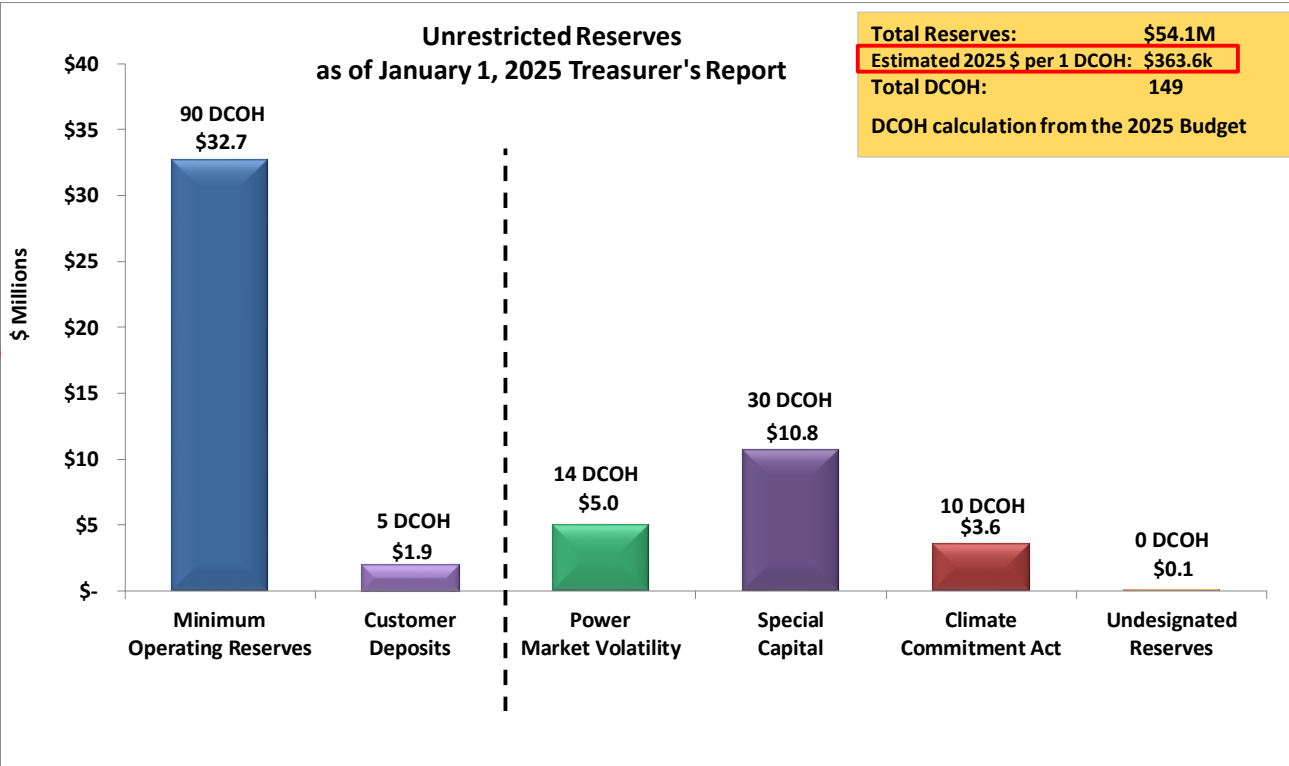
*Callable



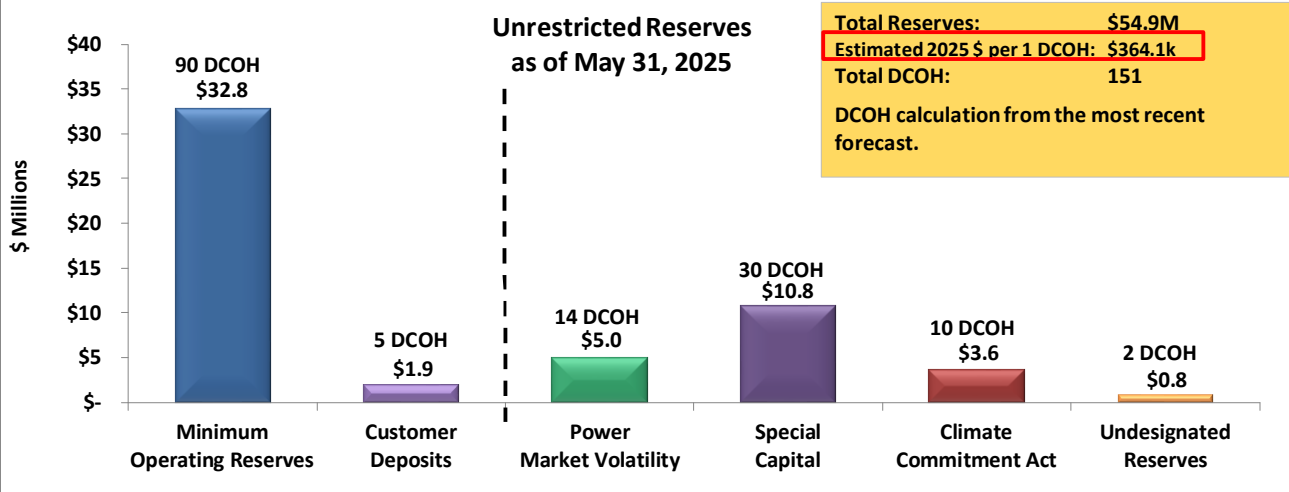
Source: <http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml>

Unrestricted Reserves and Days Cash on Hand (DCOH)

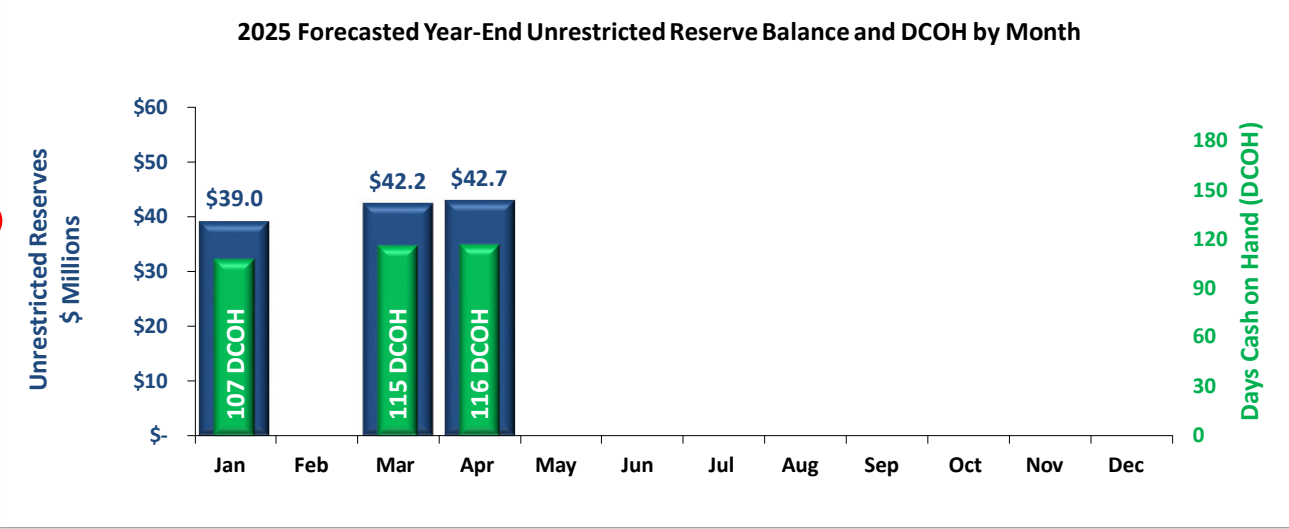
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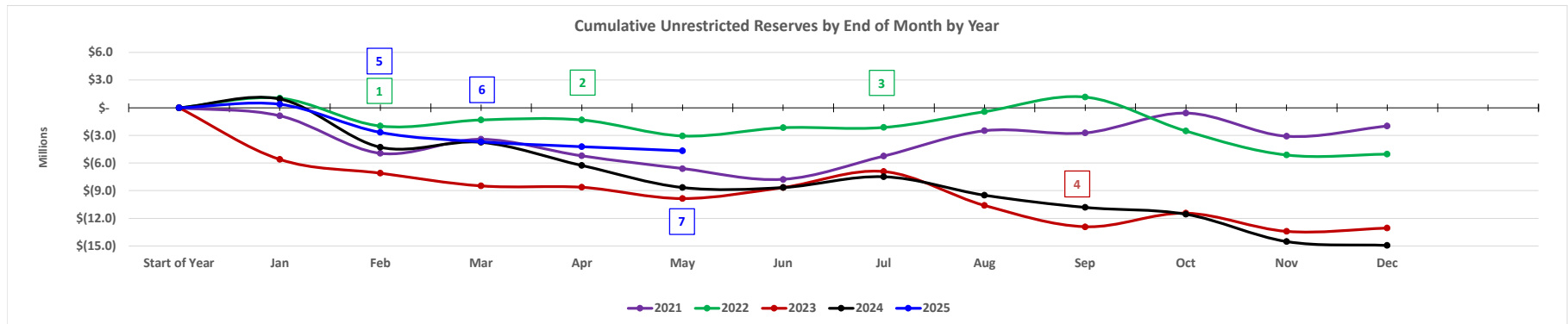


#2



#3





Note: Any money disbursed for a bid guarantee, received from the Climate Commitment Act auction proceeds, or received from issuing bonds was removed for comparison purposes (i.e. 2023 bond issue).

Other Notable Information:

Weather can play a major factor with customer loads (retail revenue) that can ultimately increase or decrease the District's Unrestricted Reserves.

1. (2022 - February) Adjusted balance down ~\$6.3 million for January BPA invoices that were paid in March due to timing of when the invoices were issued. These invoices are typically paid in February.
2. (2022 - April) Adjusted balance down ~\$5.7 million for March BPA invoices that were paid in May due to timing of when the invoices were issued. These invoices are typically paid in April.
3. (2022 - July) Adjusted balance down ~\$4.3 million for June BPA Power invoice that was paid in August due to timing of when the invoice was issued. This invoice is typically paid in July.
4. (2023 - September) Adjusted balance down ~\$5.3 million for August BPA power and transmission invoices that were paid in October due to timing of when the invoice was issued. These invoice would typically pay in September.
5. (2025 - February) Adjusted balance down ~\$5.3 million for January BPA Invoices that were paid in March due to timing of when the invoices were issued. These invoices are typically paid in February.
6. (2025 - March) Adjusted balance down ~\$6.5 million for February BPA Invoices that were paid in April due to timing of when the invoices were issued. These invoices are typically paid in March.
7. (2025 - May) Adjusted balance down ~\$5.4 million for April BPA Invoices that were paid in June due to timing of when the invoices were issued. These invoices are typically paid in May.

MINUTES

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY REGULAR COMMISSION MEETING

Date: May 27, 2025

Time: 9:00 a.m.

Place: 2721 West 10th Avenue, Kennewick, Washington

Present: Commissioner Jeff Hall, President
Commissioner Lori Kays-Sanders, Vice-President
Commissioner Mike Massey, Secretary
General Manager Rick Dunn
Senior Director of Finance & Executive Administration Jon Meyer
Assistant General Manager/Sr. Director Engineering & Operations Steve Hunter
Director of Power Management Chris Johnson
Director of IT & Broadband Services Chris Folta
Director of Customer Service and Treasury Keith Mercer
Supv. of Executive Administration/Clerk of the Board Cami McKenzie
Records Program Administrator II Nykki Drake
General Counsel Allyson Dahlhauser

Benton PUD employees present during all or a portion of the meeting, either in person or virtually: Annette Cobb, Manager of Customer Service; Blake Scherer, Senior Engineer Power Management; Duane Szendre, Superintendent of Operations; Eric Dahl, Communications Specialist II; Evan Edwards, Manager of System Engineering; Jenny Sparks, Manager of Customer Engagement; Jodi Henderson, Manager of Communications & Government Relations; Katie Grandgeorge, Financial Analyst III; Karen Dunlap, Manager of Human Resources; Kent Zirker, Manager of Accounting; Levi Lanphear, Procurement Administrator; Michelle Ochweri, Manager of Procurement; Paul Holgate, Cyber Security Engineer III; Robert Inman, Superintendent of Transportation & Distribution; Robert Frost, Supervisor of Energy Programs; Tyson Brown, Procurement Specialist I; Zach Underhill, Distribution Designer; Shannon Sensibaugh, Dept. Assistant, Power Management.

Call to Order & Pledge of Allegiance

The Commission and those present recited the Pledge of Allegiance.

Agenda Review

General Manager Dunn requested the Commission reverse the order of agenda items 7b (COSA Update) and 7c (Line Extension and Facilities Construction Policy review).

Public Comment

None.

Consent Agenda

MOTION: Commissioner Sanders moved to approve the Consent Agenda items “a” through “g”. Commissioner Massey seconded and upon vote, the Commission unanimously approved the following:

- a. Modifying the Investment Policy - Resolution No. 2697
- b. Regular Commission Meeting Minutes of May 13, 2025
- c. Travel Report dated May 27, 2025
- d. Vouchers (report dated May 27, 2025) audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission and approved as follows for payment:
Accounts Payable: Automated Clearing House (DD) Payments: 108671-108671 and 108831-108906 in the amount of \$2,114,719.04.
Checks & Customer Refund Payments (CHK): 90007-90091 in the amount of \$174,166.96;
Electronic Fund Transfer (WIRE) Payments: 7279-7292 in the amount of \$558,320.87;
Residential Conservation Rebates: Credits on Customer Accounts in the amount \$1,580.00;
Payroll: Direct Deposit – 5/8/2025: 108672-108830 in the amount \$460,831.32;
Voided checks (May, 2025) in the amount of \$908.78;
Grand total - \$3,309,618.19
- e. AgriNorthwest E McNary Regulators – Work Order #740116
- f. Procedure for Procurement of Materials, Equipment, Supplies, Public Works, Personal Service – Resolution No. 2695
- g. 2025 – 1st Quarterly Procurement Contracts Activity Report

Management Report

Finance/Executive Administration:

1. Financial Report - Senior Director Jon Meyer provided the Commission with a financial report for April, 2025.

General Manager:

1. Congressman Newhouse – General Manager Rick Dunn reported that his most recent Substack post and Tri-City Herald op-ed derived from the post has garnered attention from Congressman Dan Newhouse’s staff and that he would be meeting with the Congressman at 10:30 a.m. to have a discussion.

Business Agenda

Cancellation of June 10, 2025 Regular Commission Meeting

Clerk of the Board Cami McKenzie stated that both Commissioner Hall and Commissioner Massey will be attending the APPA National Conference and will be absent for the regularly scheduled meeting on June 10, 2025. The Clerk of the Board has confirmed there are no agenda items that need to come before the Commission on June 10, 2025 and virtual attendance by the Commission members is not required.

MOTION: Commissioner Sanders moved to cancel the District’s regular Commission meeting scheduled for 9:00 a.m. on Tuesday, June 10, 2025 and directing the General Manager to provide notification to the public of such cancellation. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Amending Line Extension and Facilities Construction Policy – Resolution No. 2696

Senior Director Jon Meyer presented the amended Line Extension and Facilities Construction policy, as previously discussed at the April 22 and May 13, 2025 Commission meetings. These discussions focused on possible terms and conditions for “special contracts” as well as limitations on the amount of Contribution in Aid to Construction (CIAC) that would be eligible for District funded financing arrangements on an individual or collective basis.

Senior Director Meyer discussed key definitions and terms included in the updated policy and recommended adoption of Resolution No. 2696 to further define the terms and conditions for a special contract, which will allow the District to proceed with a current request from a customer for future expansion.

MOTION: Commissioner Massey moved to approve Resolution No. 2696, Amending the Line Extension and Facilities Construction Policy in substantially the form presented. Commissioner Sanders seconded, and upon vote, the motion carried unanimously.

Cost of Service Analysis (COSA) Review/Update

Director Keith Mercer presented the 2025 Cost of Service Analysis (COSA) and results with the Commission, as well as an overview of the 2024 Fast Facts & Utility Plant Asset Value and a proposed new rate design for an Electricity Intensive Load (EIL) customer class.

His presentation included a comparison of the 2025 analysis results against established targets, also incorporating the use of \$8.9 million in reserves. Director Mercer shared estimated rate impacts across all customer classes, emphasizing the current misalignment of COSA revenue requirements by rate class is not a new issue and has been previously addressed in the District’s rate strategy document.

The misalignment of COSA revenue requirements extends beyond rate classes and into billing components for each rate class (energy charge, demand charge, and customer charge).

Director Mercer concluded by introducing a proposed new rate design for an EIL customer class. He discussed the rationale for implementing this new rate structure, noting that the District's current loads already exceeded the Tier 1 allocation, and each additional load would be at the Tier 2 costs. He emphasized that EIL loads are typically large and can also be transitory in nature, and the proposed rate is designed to prevent subsidization of EIL customers by other rate payers. Strategies considered included excluding residential EIL customers, establishing tiered rate classes to limit the financial impact to affected customers, applying an energy charge based on BPA Tier 2 rates, and establishing the demand and customer charges the same as or similar to the corresponding General Service customer class.

Staff recommended a transition away from uniform, across-the-board rate increases in favor of a more strategic approach that targets adjustments by customer class and specific billing components. Director Mercer asked the Commission if it wanted staff to proceed with further development and implementation of the proposed EIL rate and outlined the steps including updates to the Customer Service Policies, Retail Rate Schedules, a public hearing to provide an opportunity for public input, and then approval by the Commission.

The Commission agreed to move forward.

Meeting Reports

NWPPA Annual Conference

Commissioner Sanders reported on her attendance at the NWPPA conference and discussed a class she attended entitled "Demystifying Organized Markets".

Adjournment

Hearing no objection, President Hall adjourned the meeting at 10:30 a.m.

Jeff Hall, President

ATTEST:

Mike Massey, Secretary

Periodic Travel Report - June 24, 2025

<i>Date Start</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
5/27/2025	2	Chris Johnson	Longview, WA	WHITE CREEK OFFTAKERS MEETING
6/16/2025	4	Brandon Billingsley	Morrisville, NC	SENSUS/XYLUM ELECTRIC METROLOGY CONFIGURATION SEMINAR
6/25/2025	1	Keith Mercer	Seattle, WA	PURMS AEGIS WILDFIRE POOL MEETING
7/6/2025	6	Joshua Faith	Pasadena, CA	AVO SUBSTATION 1 MAINTENANCE CLASS
7/14/2025	5	Shane Heberlein	Sumner, WA	AVO SUBSTATION 2 MAINTENANCE CLASS
7/25/2025	2	Robert Inman	Shelton, WA	EAST & WEST SUPERINTENDENT MEETING
7/25/2025	2	Jessie Grad	Shelton, WA	EAST & WEST SUPERINTENDENT MEETING
9/8/2025	5	Grayson Sawyer	Seattle, WA	NW ELECTRIC METER SCHOOL
9/28/2025	5	Karen Dunlap	Las Vegas, NV	NEOGOV USERS CONFERENCE
10/5/2025	6	John Tharp	Denver, CO	SCADA TRAINING CONFERENCE



PAYMENT APPROVAL
June 24, 2025

The vouchers presented on this Payment Approval Report for approval by the Board of Commissioners have been audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims by officers and employees have been certified as required by RCW 42.24.090.

Type of Payment	Starting #	Ending #	Page #	Amount
Accounts Payable:				
Automated Clearing House (DD) Payments	109065 - 109305	109148 - 109381	1 - 9 9 - 16	\$ 2,535,590.52
Checks & Customer Refund Payments (CHK)	90092 -	90251 -	17 - 28	\$ 296,310.91
Electronic Fund Transfer (WIRE) Payments	7295 -	7318 -	29 - 32	\$ 7,194,655.43
Residential Conservation Rebates:				
Credits on Customer Accounts			33	\$ 3,070.00
Purchase Card Detail:	May 2025		34 - 48	
Payroll:				
Direct Deposit - 5/22/2025	108907 -	109064 -		\$ 465,123.24
Direct Deposit - 6/05/2025	109149 -	109304 -		\$ 455,237.09
	-	-		
TOTAL				\$ 10,949,987.19
Void DD	June 2025		10	\$ 3,500.00
Void Checks	May 2025		17	\$ 1,014.23
Void Wires				\$ -

I, the undersigned Auditor of Public Utility District No. 1 of Benton County, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims identified in this report are just, due and unpaid obligations against the District and that I am authorized to authenticate and certify to said claims.

Jon Meyer
Jon L. Meyer, Auditor

6/12/2025
Date

Reviewed by:


Rick Dunn, General Manager

Approved by:

Jeffrey D. Hall, President

Lori Kays-Sanders, Vice-President

Michael D. Massey, Secretary

06/12/2025 7:40:44 AM

Accounts Payable Check Register

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05/19/2025 To 06/13/2025

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109065 5/21/25	DD	2872	A W REHN & ASSOC	Specific Rights Letters	225.00
109066 5/21/25	DD	10633	A+ QUALITY INSULATION, INC.	REEP	425.92
109067 5/21/25	DD	10929	ABSCO SOLUTIONS	Access Control System	9,685.38
				Enterprise Security System Lic/material	32,682.74
				Total for Check/Tran - 109067:	42,368.12
109068 5/21/25	DD	3702	AIR-TIGHT WINDOWS & REMODELING	REEP	1,746.00
109069 5/21/25	DD	10864	ALAMON, INC.	Pole Inspection/Treatment	-33.25
				Pole Inspection/Treatment	36,175.26
				Total for Check/Tran - 109069:	36,142.01
109070 5/21/25	DD	963	ANIXTER INC.	Material	14,593.03
				Conn, LV, CMC#NSM500-6ASLIU	5,860.51
				PO L-1 see CM 6336762-00	2,398.19
				Conn,LV,RLS500-6SLIU 1" W/cover(100kVA)	3,787.10
				CONN. PED./ CLEAR 4 POS	10,346.62
				Hubbell Support Grip Cat. 02203046	9,477.79
				GE - 6 Pole Terminal Block	20.03
				6-position terminal block, 600V, 30A	82.68
				6-position terminal block, 600V, 30A	13.81
				CONNECTOR, XFR, LV SECONDARY /	8,091.45
				CONNECTOR, XFR, LV SECONDARY/	11,510.13
				Conn, LV, CMC#NSM500-6ASLIU	13,987.24
				Total for Check/Tran - 109070:	80,168.58
109071 5/21/25	DD	11159	BAR NONE TECHNOLOGIES, LLC	Console Server	19,249.83
109072 5/21/25	DD	34	BENTON PUD-ADVANCE TRAVEL	UAA System Utility Vegetation Mgr Summit	101.00
109073 5/21/25	DD	3828	BORDER STATES INDUSTRIES, INC.	Alum 500 STR DB Triplex, Rider	53,747.20
109074 5/21/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	4,649.87
				Tree Trimming Svc	6,930.06

06/12/2025 7:40:44 AM

Accounts Payable Check Register

Page 2

05/19/2025 To 06/13/2025

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 109074:					11,579.93
109075 5/21/25	DD	10837	CAMPBELL & COMPANY SERVICE COR REEP		200.00
			REEP		200.00
Total for Check/Tran - 109075:					400.00
109076 5/21/25	DD	10630	CAMPBELL TRAINING SOLUTIONS, LL	Empowered	2,255.00
109077 5/21/25	DD	3520	CI INFORMATION MANAGEMENT	Onsite Destruction	233.20
109078 5/21/25	DD	2972	COMPUNET, INC.	Wasabi Subscription	8,462.95
109079 5/21/25	DD	3167	COOPERATIVE RESPONSE CENTER, IN	CRCLink User Lic/Multispeak OMS	11,941.60
109080 5/21/25	DD	10896	CULLIGAN QUENCH	Ice/Water Machine Rental	270.91
109081 5/21/25	DD	11045	DAVIS ASPHALT MAINTENANCE	Concrete Patching	1,630.50
				Concrete Patching	-9.00
				Concrete Patching	3,261.00
				Concrete Patching	-18.00
Total for Check/Tran - 109081:					4,864.50
109082 5/21/25	DD	3029	DELTA HEATING & COOLING, INC.	REEP	200.00
109083 5/21/25	DD	2757	RICK T DUNN	PPC/NWRP Mtg	852.18
109084 5/21/25	DD	2898	ELECTRICAL CONSULTANTS, INC.	Profesisonal Svc	5,960.50
				Profesisonal Svc	5,826.50
Total for Check/Tran - 109084:					11,787.00
109085 5/21/25	DD	10982	FEDERAL ENGINEERING, INC.	Professional Svc	9,398.50
109086 5/21/25	DD	75	FRANKLIN PUD	Fiber Lease	1,404.81
				Fiber Lease	1,197.90
				Fiber Lease	150.00
Total for Check/Tran - 109086:					2,752.71
109087 5/21/25	DD	2475	JOSEPH M GARNER	Parking Charged to Personal CC	35.30

06/12/2025 7:40:44 AM

Accounts Payable Check Register

Page 3

05/19/2025 To 06/13/2025

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109088 5/21/25	DD	79	GENERAL PACIFIC, INC.	Double Pin Bracket, FG Xarm	4,085.98
109089 5/21/25	DD	11048	GLOBAL SAFETY NETWORK	Background Screenings	-0.22
				Background Screenings	239.76
Total for Check/Tran - 109089:					239.54
109090 5/21/25	DD	3969	GPS INSIGHT, LLC	Device Monitoring	2,170.57
109091 5/21/25	DD	1624	JEFFREY D HALL	NoaNet Board Mtg	530.90
109092 5/21/25	DD	724	HERITAGE PROFESSIONAL LANDSCAP	Landscaping Svc	1,772.82
				Landscaping Svc	306.21
				Landscape Svc	1,131.42
				Landscape Svc	331.72
Total for Check/Tran - 109092:					3,542.17
109093 5/21/25	DD	4207	INFORMATION FIRST, INC.	Content Mgr	2,000.00
109094 5/21/25	DD	10660	IRBY ELECTRICAL UTILITIES	Enclosure Light Strip	1,720.90
				Enclosure Light Strip	343.49
				Enclosure Light Strip Cable	343.26
				Enclosure Light Strip Cable	57.03
				MaterialEnclosure Light Strip	344.18
				Arrestor Fire Mit. 10KV	48,954.56
				55Ah VRLA, 12V, AGM Battery	1,999.20
				55Ah VRLA, 12V, AGM Battery	332.51
Total for Check/Tran - 109094:					54,095.13
109095 5/21/25	DD	296	JOB'S NURSERY	Tree Replacement Prg	140.53
109096 5/21/25	DD	11069	LINGUALINX, INC.	Translation Svc	1,221.48
109097 5/21/25	DD	10162	LINGUISTICA INTERNATIONAL, INC.	Interpreting Svc	236.66
109098 5/21/25	DD	3644	LOOMIS	Safepoint Svc	1,374.94
				Drop Box/Kiosk	1,963.35

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 109098:					3,338.29
109099 5/21/25	DD	10909	AMBER L MELLING	AWC LRI Conf	228.90
109100 5/21/25	DD	10563	MESSAGE TECHNOLOGIES, INC.	IVR/SMS Svc	-333.56
				IVR/SMS Svc	4,123.96
Total for Check/Tran - 109100:					3,790.40
109101 5/21/25	DD	1580	JONATHAN L MEYER	PPC/NWRP/PNUCC Mtgs	873.68
109102 5/21/25	DD	3821	NISC	Mail Svc/Forms/Print Svc/Envelopes	33,954.85
				Postage/ACJ/Online Pymts	1,080.46
				Postage/ACJ/Online Pymts	546.33
				Software Lic	8,719.62
				Software Lic	2,583.59
				Software Lic	3,875.38
				Software Lic	17,116.28
Total for Check/Tran - 109102:					67,876.51
109103 5/21/25	DD	919	NOANET	Broadband Billing	15,793.58
				Broadband Billing	63,174.31
				Co-Location Kenn Verizon	1,460.00
Total for Check/Tran - 109103:					80,427.89
109104 5/21/25	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care	185.19
				Flex Spending Health Care	2,844.25
Total for Check/Tran - 109104:					3,029.44
109105 5/21/25	DD	10770	ONEBRIDGE BENEFITS INC. (ADMIN)	Administrative Fees	111.00
109106 5/21/25	DD	3162	ONLINE INFORMATION SERVICES, INC.	Online Utility Exchange	1,280.38
109107 5/21/25	DD	120	OSMOSE UTILITIES SERVICES, INC.	O-Calc Renewal	13,023.36
109108 5/21/25	DD	585	PARADISE BOTTLED WATER CO.	Monthly billing	441.18
				Monthly billing	223.88
Total for Check/Tran - 109108:					665.06

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109109 5/21/25	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	March 2025 Reel Testing	1,245.76
				Gierth Eddie Law	86.96
				20 - Off-the-Dock Labor	724.31
				Agri NW Station 4	86.48
				20 - Off-the-Dock Labor	2,868.36
				Agri NW Prior River Station	618.33
				20 - Off-the-Dock Labor	1,382.95
				Prior Substation Backbone Splicing	5,092.59
				20 - Off-the-Dock Labor	26,638.67
				Agri NW Station 2	86.48
				20 - Off-the-Dock Labor	3,406.45
				Agri NW Sation 3	86.48
				20 - Off-the-Dock Labor	2,931.32
Total for Check/Tran - 109109:					45,255.14
109110 5/21/25	DD	11072	PPC SOLUTIONS INC.	Monthly Patrol Svc	685.00
109111 5/21/25	DD	10951	RELIANCE STANDARD LIFE INSURANC	Self Insured STD Fee	186.25
109112 5/21/25	DD	10947	RELIANCE STANDARD LIFE INSURANC	Basic AD&D	168.20
				Basic Life	841.00
				Non-Barg Basic AD&D	81.21
				Non-Barg Basic Dep Life	78.65
				Non-Barg Basic Life	1,079.43
				Supplemental AD&D - Child	8.16
				Supplemental AD&D - EE	547.20
				Supplemental AD&D - Spouse	231.90
				Supplemental Life - Child	50.66
				Supplemental Life - EE	2,124.50
				Supplemental Life - Spouse	414.65
				LTD Buy-Up	998.29
				LTD Core No Buy-Up	3,321.32

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 109112:					9,945.17
109113 5/21/25	DD	396	SD MYERS, LLC	Gas/Oil Testing	140.00
109114 5/21/25	DD	2154	SENSUS USA, INC.	Flexnet/Alert Mgr/SAAS Fee	5,950.66
				Flexnet/Alert Mgr/SAAS Fee	9,616.95
				Flexnet/Alert Mgr/SAAS Fee	4,402.30
Total for Check/Tran - 109114:					19,969.91
109115 5/21/25	DD	10230	SMG-TRI CITIES, LLC	Advertising	2,520.00
109116 5/21/25	DD	3067	STOEL RIVES, LLP	Professional Svc	192.00
109117 5/21/25	DD	1124	THE PAPE GROUP, INC.	Removed/replaced Barrel/sprocket	4,618.28
109118 5/21/25	DD	139	TOWNSQUARE MEDIA TRI CITIES	Advertising	3,144.00
109119 5/21/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Mathias/Wales	626.69
				Clothing-Anderson/Kuch	476.55
				Clothing-Sunford/Crump	462.40
				Clothing-Himmelberger	-0.21
				Clothing-Himmelberger	235.01
				Credit - Inv 3920598	-572.30
Total for Check/Tran - 109119:					1,228.14
109120 5/21/25	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	388.73
109121 5/21/25	DD	10154	US PAYMENTS, LLC	Paysite Fee/Kiosks/Card Processing	387.23
				Paysite Fee/Kiosks/Card Processing	1,440.00
Total for Check/Tran - 109121:					1,827.23
109122 5/21/25	DD	272	UTILITIES UNDERGROUND LOCATION	Underground Locate	697.95
109123 5/21/25	DD	4235	WATER STREET PUBLIC AFFAIRS, LLC	Lobbying Svc	6,500.00
109124 5/21/25	DD	11134	WELLABLE LLC	Wellness Plan	350.00
109125 5/21/25	DD	3452	KENT E ZIRKER	WPUDA Spring Finance Officers Mtg	338.29

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109126 5/28/25	DD	10496	ARNETT INDUSTRIES, LLC	10' #2 15kv Jumper w/C6000197 Clamps	976.00
				12' #2 15kv Jumper w/C6000197 Clamps	2,015.79
				15' #2 15kv Jumper w/C6000197 Clamps	3,167.27
Total for Check/Tran - 109126:					6,159.06
109127 5/28/25	DD	3828	BORDER STATES INDUSTRIES, INC.	TERM END VHCL,1/0 38	13,239.62
				CLAMPS 2 BOLT HL GA 113L	4,181.83
				ANIMAL BIRD GUARDS	118.82
				Clamps Cinch 1 inch	195.84
Total for Check/Tran - 109127:					17,736.11
109128 5/28/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	464.99
				Tree Trimming Svc	6,803.80
				Tree Trimming Svc	9,299.74
				Tree Trimming Svc	6,930.06
Total for Check/Tran - 109128:					23,498.59
109129 5/28/25	DD	3820	COLEMAN OIL COMPANY, LLC	Fuel Svc	3,944.95
				Fuel Svc	22,512.11
Total for Check/Tran - 109129:					26,457.06
109130 5/28/25	DD	2972	COMPUNET, INC.	Software License	8,909.74
109131 5/28/25	DD	3439	DJ'S ELECTRICAL, INC.	Cable Replacement	169,983.18
				NESC/JU	93,921.95
Total for Check/Tran - 109131:					263,905.13
109132 5/28/25	DD	10085	ROBERT S FROST		576.90
109133 5/28/25	DD	3130	GDS ASSOCIATES, INC.	2025 CPA/DRPA	10,990.00
109134 5/28/25	DD	79	GENERAL PACIFIC, INC.	Material	789.89
109135 5/28/25	DD	2087	H2 PRECAST, INC.	Transformer Pads	9,628.80
109136 5/28/25	DD	10420	HEALTH INVEST HRA TRUST	Monthly Fees	84.28

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109137 5/28/25	DD	10660	IRBY ELECTRICAL UTILITIES	PO 57577 Material - CM for this Inv	1,438.56
				Credit - PO 5577 Inv S014163594.003	-1,438.56
				ADVA PN FSP 150-XG108	14,924.15
				PO 57577 - material - CM for this inv	13,473.19
				Credit - PO 57577 Inv S014163594.001	-13,473.19
Total for Check/Tran - 109137:					14,924.15
109138 5/28/25	DD	1580	JONATHAN L MEYER	NWPPA Conf & Membership Mtg	1,088.59
109139 5/28/25	DD	919	NOANET	Professional Svc	1,820.00
				Professional Svc	280.00
Total for Check/Tran - 109139:					2,100.00
109140 5/28/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	38.39
				Monthly Billing	196.41
Total for Check/Tran - 109140:					234.80
109141 5/28/25	DD	10977	PERFORMANCE SYSTEMS INTEGRATI	Fire Extinguisher Demo/Recharge/Svc call	4,243.20
109142 5/28/25	DD	10671	PRINCIPAL BANK	EE vision	79.08
				ER Vision	3,003.31
				EE Health	11,322.06
				ER Health	225,869.26
				EE Dental	482.42
				ER Dental	17,737.26
Total for Check/Tran - 109142:					258,493.39
109143 5/28/25	DD	821	SCHWEITZER ENGINEERING LABORAT	SEL-2411 PAC	23,955.30
				SEL-2411 PAC	3,984.15
Total for Check/Tran - 109143:					27,939.45
109144 5/28/25	DD	2154	SENSUS USA, INC.	Alert Mgr/SAAS Fee/Flxnt Monitor/AEM Svc	5,950.66
				Alert Mgr/SAAS Fee/Flxnt Monitor/AEM Svc	9,616.95
				Alert Mgr/SAAS Fee/Flxnt Monitor/AEM Svc	4,402.30
Total for Check/Tran - 109144:					19,969.91

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109145 5/28/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Rabben	102.27
				Clothing-Isakson	438.47
Total for Check/Tran - 109145:					540.74
109146 5/28/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	28.34
				Weekly Svc	26.42
				Weekly Svc	22.08
				Weekly Svc	18.39
Total for Check/Tran - 109146:					131.03
109147 5/28/25	DD	11160	VOLTAIRE SYSTEMS, LLC	Filter Bracket	-70.81
				Filter Bracket	875.51
Total for Check/Tran - 109147:					804.70
109148 5/28/25	DD	205	WASHINGTON STATE AUDITOR'S OFFI	Energy Compliance Attestation	5,512.90
109305 6/4/25	DD	11121	AMB TOOLS, INC	Truck Supplies/Svc	2,209.67
				Truck Supplies/Svc	331.72
				Truck Supplies/Svc	513.95
Total for Check/Tran - 109305:					3,055.34
109306 6/4/25	DD	963	ANIXTER INC.	50W PTC Heater and Thermostat	707.40
				50W PTC Heater and Thermostat	117.64
Total for Check/Tran - 109306:					825.04
109307 6/4/25	DD	11132	ARTECHE USA INC.	CT, 1500:5 15KV C200	11,097.60
				CT, 1500:5 15KV C200	-897.60
Total for Check/Tran - 109307:					10,200.00
109308 6/4/25	DD	36	BENTON PUD - REVOLVING FUND-MAI	Dept of Licensing - Unit 232	61.25
109309 6/4/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	9,299.74
				Tree Trimming Svc	6,930.06
Total for Check/Tran - 109309:					16,229.80

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109310 6/4/25	DD	10837	CAMPBELL & COMPANY SERVICE COR	REEP	200.00
109311 6/4/25	DD	1039	CASCADE FIRE PROTECTION CO.	Commercial Energy Efficiency Prg	3,500.00 VOID
109312 6/4/25	DD	166	CENTURYLINK	Monthly Billing	657.49
109313 6/4/25	DD	10150	ANNETTE L COBB	WPUDA CS Conf	274.49
109314 6/4/25	DD	3820	COLEMAN OIL COMPANY, LLC	Credit Inv280615	-22,512.11
				Fuel Svc	9,634.06
				Fuel Svc	16,275.06
Total for Check/Tran - 109314:					3,397.01
109315 6/4/25	DD	10431	DANIELLE N DRAKE	WPUDA Records Roundtable	176.36
109316 6/4/25	DD	10105	GE ENERGY MANAGEMENT SERVICES	Kelman Tansport X2 Portable Onsite DGA	62,496.89
109317 6/4/25	DD	79	GENERAL PACIFIC, INC.	#4 SD Solid Bare Copper Conduc	1,147.62
109318 6/4/25	DD	724	HERITAGE PROFESSIONAL LANDSCAP	Landscaping Svc	411.50
109319 6/4/25	DD	3018	HRA VEBA TRUST	ER VEBA	10,850.00
				ER VEBA Wellness	21,150.00
Total for Check/Tran - 109319:					32,000.00
109320 6/4/25	DD	1818	IBEW LOCAL 77	IBEW A Dues Assessment	5,531.39
				IBEW BA Dues Assessment	5,847.41
Total for Check/Tran - 109320:					11,378.80
109321 6/4/25	DD	10660	IRBY ELECTRICAL UTILITIES	Test Sw. FT-1F,(10P)	3,524.68
				Parallel groove clamp, all purpose, AL	4,803.96
Total for Check/Tran - 109321:					8,328.64
109322 6/4/25	DD	2563	KIMBERLEE R MAKI	WPUDA CS Conf	79.05
109323 6/4/25	DD	1098	MARSH USA INC.	Public Officials Bond	200.00
109324 6/4/25	DD	3878	MILSOFT UTILITY SOLUTIONS, INC.	Additional tax for Inv 20251539	12.12

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109325 6/4/25	DD	950	MSA VEBA TRUST	VEBA PL Cash Out	4,105.07
109326 6/4/25	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care	185.19
				Flex Spending Health Care	2,844.25
Total for Check/Tran - 109326:					3,029.44
109327 6/4/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	132.71
				Monthly Billing	254.12
				Monthly Billing	27.86
Total for Check/Tran - 109327:					414.69
109328 6/4/25	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	USCC Prosser Cran 007	4,046.19
				20 - Off-the-Dock Labor	31,925.59
Total for Check/Tran - 109328:					35,971.78
109329 6/4/25	DD	1161	PRINT PLUS	Benefit Fair Cards/Annual Report	-1.53
				Benefit Fair Cards/Annual Report	1,664.69
Total for Check/Tran - 109329:					1,663.16
109330 6/4/25	DD	821	SCHWEITZER ENGINEERING LABORA	Enclosure Kit	802.48
109331 6/4/25	DD	10943	SEALX, LLC	Janitorial Svc	4,511.31
				Janitorial Svc	2,728.85
				Janitorial Svc	1,722.86
Total for Check/Tran - 109331:					8,963.02
109332 6/4/25	DD	2154	SENSUS USA, INC.	Meters	35,091.39
				Meters	34,087.65
Total for Check/Tran - 109332:					69,179.04
109333 6/4/25	DD	985	SPECTRUM PACIFIC WEST, LLC	Monthly Billing	607.81
				Monthly Billing	591.01
Total for Check/Tran - 109333:					1,198.82
109334 6/4/25	DD	11120	TELECOMMUNICATION UTILITY PROC	Muletape	1,667.90
				Material	-1.53

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 109334:					1,666.37
109335 6/4/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Faith	194.21
				Clothing-Sawyer	340.54
Total for Check/Tran - 109335:					534.75
109336 6/4/25	DD	193	UNITED PARCEL SERVICE OF AMERIC	Mailing Svc	47.48
				Monthly Billing	47.48
				Mailing Svc	47.48
Total for Check/Tran - 109336:					142.44
109337 6/4/25	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	388.73
109338 6/4/25	DD	3098	US BANK CORPORATE PAYMENT SYST	Storm Card #10	42.32
				Operations - Prosser	40.99
				Executive	7,980.24
				Finance & Business Services	5,056.78
				Customer Service	4,998.92
				Contracts & Purchasing	2,395.99
				Engineering	3,935.55
				IT Infrastructure	10,886.83
				Operations - Line Department	278.72
				Operations	1,363.63
				Operations - Meter Shop	4,942.15
				Operations - Transformer Shop	6,526.42
				Operations - Support Svcs	2,467.96
				Operations - Maintenance	1,986.93
				Operations - (Support Svcs. Fleet)	18,867.07
				Operations - Warehouse	24,044.85
				Power Management	309.04
Total for Check/Tran - 109338:					96,124.39
109339 6/4/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	28.34
				Weekly Svc	26.42

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Weekly Svc	23.21
				Weekly Svc	35.80
				Weekly Svc	18.39
				Total for Check/Tran - 109339:	132.16
109340 6/4/25	DD	2791	WESTERN ELECTRICITY COORDINATI	Retired RECs	957.64
				Transferred RECs	3.73
				Total for Check/Tran - 109340:	961.37
109341 6/4/25	DD	10557	CYNTHIA A WILLIS	Supplies - Webb Retirement	87.21
109342 6/11/25	DD	10633	A+ QUALITY INSULATION, INC.	REEP	300.00
109343 6/11/25	DD	3702	AIR-TIGHT WINDOWS & REMODELING,	REEP	9,765.00
109344 6/11/25	DD	963	ANIXTER INC.	12-position terminal block, 600V, 30A	307.70
				12-position terminal block, 600V, 30A	65.92
				Total for Check/Tran - 109344:	373.62
109345 6/11/25	DD	10496	ARNETT INDUSTRIES, LLC	Tool repair	63.68
109346 6/11/25	DD	3828	BORDER STATES INDUSTRIES, INC.	Buckingham Harness	622.24
				Material	1,510.96
				Bend 22 S/40, 6", belled and c	1,061.61
				Prosser Butte Batt. Replacement Cellial	1,034.37
				Buckingham harness	622.24
				Total for Check/Tran - 109346:	4,851.42
109347 6/11/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	8,246.07
				Tree Trimming Svc	6,930.06
				Total for Check/Tran - 109347:	15,176.13
109348 6/11/25	DD	10837	CAMPBELL & COMPANY SERVICE COR	REEP	200.00
109349 6/11/25	DD	1039	CASCADE FIRE PROTECTION CO.	Commercial Energy Efficiency Prg	3,500.00
109350 6/11/25	DD	3029	DELTA HEATING & COOLING, INC.	REEP	800.00

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109351 6/11/25	DD	2757	RICK T DUNN	PPC Member Forum/NWRP	932.00
109352 6/11/25	DD	75	FRANKLIN PUD	Fiber Lease	1,404.81
				Fiber Lease	1,197.90
				Fiber Lease	150.00
Total for Check/Tran - 109352:					2,752.71
109353 6/11/25	DD	79	GENERAL PACIFIC, INC.	Tubing, Raychem # BPTM 15/6-AU	6,292.12
109354 6/11/25	DD	724	HERITAGE PROFESSIONAL LANDSCAPE	Landscaping Svc	274.81
				Landscaping Svc	373.42
				Landscaping Svc	973.22
Total for Check/Tran - 109354:					1,621.45
109355 6/11/25	DD	10660	IRBY ELECTRICAL UTILITIES	CU 4 MHDB 7 STR	7,833.60
109356 6/11/25	DD	214	JACOBS & RHODES	REEP	200.00
109357 6/11/25	DD	877	CHRISTOPHER N JOHNSON	White Creek Offtakers Mtg	699.88
				PPC Mtg	640.75
Total for Check/Tran - 109357:					1,340.63
109358 6/11/25	DD	103	KENNEWICK, CITY OF	Occupation Tax	392,907.91
109359 6/11/25	DD	209	M&M BOLT CO., LLC	BOLTS SS 1/2 - 13 X 2 1/2	2,831.40
109360 6/11/25	DD	10301	KEITH A MERCER	PURMS Semi-Annual Mtg	402.10
109361 6/11/25	DD	1580	JONATHAN L MEYER	PPC Mtg	320.90
109362 6/11/25	DD	919	NOANET	Easements	840.00
109363 6/11/25	DD	10851	KIRSTEN A NORTON	Witness Testing Vista Bay 2 Metalclad	242.00
109364 6/11/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	9.61
109365 6/11/25	DD	1161	PRINT PLUS	Careers in Public Power Brochures	-0.71
				Careers in Public Power Brochures	775.74

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 109365:					775.03
109366 6/11/25	DD	10719	CHRISTOPHER J RABBEN	Witness Testing	247.66
109367 6/11/25	DD	11033	RINGCENTRAL, INC.	Software License/Support	985.22
				Software License/Support	2,799.37
				Software License/Support	4,544.80
Total for Check/Tran - 109367:					8,329.39
109368 6/11/25	DD	146	S&C ELECTRIC COMPANY	SWITCH, INTEGER UNITIZED,HANDL	62,975.62
109369 6/11/25	DD	821	SCHWEITZER ENGINEERING LABORAT	Metering enclosure	15,827.14
				Material	4,249.62
				Freight - PO 57647 - add charge on PO	345.98
Total for Check/Tran - 109369:					20,422.74
109370 6/11/25	DD	396	SD MYERS, LLC	Gas/Oil tesing	90.00
109371 6/11/25	DD	10943	SEALX, LLC	Janitorial Svc	4,511.31
				Janitorial Svc	2,728.85
				Janitorial Svc	1,722.86
Total for Check/Tran - 109371:					8,963.02
109372 6/11/25	DD	149	SMITH INSULATION, INC.	REEP	3,735.00
109373 6/11/25	DD	2745	STELLA-JONES CORP.	Poles	23,631.49
				Poles	11,506.95
				Poles	69,294.00
				Poles	71,918.43
Total for Check/Tran - 109373:					176,350.87
109374 6/11/25	DD	219	STONEWAY ELECTRIC SUPPLY	Control Cable, 4C - #12, 600V	991.70
109375 6/11/25	DD	3696	SUMMIT LAW GROUP, PLLC	Professional Svc	2,583.00
109376 6/11/25	DD	3589	TOTAL QUALITY AIR, LLC	REEP	9,000.00

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
109377 6/11/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Faith	381.34
				Clothing-Anderson	274.18
Total for Check/Tran - 109377:					655.52
109378 6/11/25	DD	193	UNITED PARCEL SERVICE OF AMERIC	Mailing Svc	52.54
109379 6/11/25	DD	3098	US BANK CORPORATE PAYMENT SYST	Travel Card	16,410.07
109380 6/11/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	28.34
				Weekly Svc	26.42
				Weekly Svc	22.08
				Weekly Svc	18.39
Total for Check/Tran - 109380:					131.03
109381 6/11/25	DD	10203	WEG TRANSFORMERS USA, LLC	Transformer, 45 kVA three phas	-1,058.32
				Transformer, 45 kVA three phas	50,063.23
Total for Check/Tran - 109381:					49,004.91
Total Payments for Bank Account - 1 :					(160) 2,535,590.52
Total Voids for Bank Account - 1 :					(1) 3,500.00
Total for Bank Account - 1 :					(161) 2,539,090.52

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
87343 12/27/23	CHK	99999	DAN B OLLERO	Credit Balance Refund	125.00 VOID
87938 5/22/24	CHK	99999	RHONDA L ALMOND	Credit Balance Refund	125.00 VOID
88068 6/12/24	CHK	99999	BALLENTINE A PARRA	Credit Balance Refund	14.54 VOID
88098 6/18/24	CHK	99999	KADEN REITEN	Credit Balance Refund	63.32 VOID
89224 11/20/24	CHK	99999	JAN L PIES	Credit Balance Refund	200.00 VOID
90031 5/7/25	CHK	99999	ALAN STRUTHERS	Credit Balance Refund	236.37 VOID
90066 5/14/25	CHK	99999	SUSAN G GEPHART	Credit Balance Refund	250.00 VOID
90092 5/21/25	CHK	3819	BENTON CONSERVATION DISTRICT	Salmon Power in Schools	555.17
				Salmon Power in Schools	884.45
				Salmon Power in Schools	956.48
				Salmon Power in Schools	869.07
				Salmon Power in Schools	813.45
Total for Check/Tran - 90092:					4,078.62
90093 5/21/25	CHK	39	BENTON COUNTY	Esmt 722824	307.50
				Esmt 734927	305.50
				Esmt 7416460	305.50
				QCD 1-1780-401-1609-005	304.50
Total for Check/Tran - 90093:					1,223.00
90094 5/21/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	REEP	8,209.20
				REEP	7,500.00
				REEP	5,217.60
Total for Check/Tran - 90094:					20,926.80
90095 5/21/25	CHK	593	BENTON FRANKLIN FAIR ASSOCIATIO	Sponsorship - Fair/Rodeo	6,500.00
90096 5/21/25	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	288.84
90097 5/21/25	CHK	54	BNSF RAILWAY COMPANY	Train Delay Cost	2,684.66

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90098 5/21/25	CHK	614	BOB RHODES HEATING & AC, INC.	REEP	200.00
90099 5/21/25	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	7.93
90100 5/21/25	CHK	10954	MILLERS ELECTRIC SERVICE, LLC	Remove/Replace Meter	2,694.08
90101 5/21/25	CHK	310	MOON SECURITY SERVICES, INC.	Monthly Monitoring Svc	23.69
				Monthly Monitoring Svc	271.27
				Monthly Monitoring Svc	203.74
				Monthly Monitoring Svc	102.05
				Monthly Monitoring Svc	102.05
				Monthly Monitoring Svc	102.05
				Monthly Monitoring Svc	169.92
Total for Check/Tran - 90101:					974.77
90102 5/21/25	CHK	10246	PASCO CHAMBER OF COMMERCE	Riverfest Advertising	8,500.00
90103 5/21/25	CHK	128	PERFECTION GLASS, INC.	REEP	138.00
90104 5/21/25	CHK	360	PROSSER ROTARY CLUB	Prosser Rotary Fireworks	1,000.00
90105 5/21/25	CHK	3604	SUPER 8 MOTEL	Commercial Energy Efficiency Prg	63,000.00
90106 5/21/25	CHK	2699	TOTAL ENERGY MANAGEMENT & HV	REEP	1,200.00
90107 5/21/25	CHK	99999	LUZ H ANTON ROJAS	Credit Balance Refund	32.76
90108 5/21/25	CHK	99999	CARMEN CLYDE	Trenching cost - replace conductor	1,000.00
90109 5/21/25	CHK	99999	OLGA O EHLER	Credit Balance Refund	73.16
90110 5/21/25	CHK	99999	NAIDALY GARCIA GIRALDO	Credit Balance Refund	26.90
90111 5/21/25	CHK	99999	ENEDINA GONZALEZ-RANGEL	Credit Balance Refund	460.28
90112 5/21/25	CHK	99999	DONALD HOYER	REEP - Self Install	1,032.00
90113 5/21/25	CHK	99999	SHEA JENKINS	Credit Balance Refund	126.16

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90114 5/21/25	CHK	99999	YOLANDA MENDOZA-MENDOZA	Credit Balance Refund	59.09
90115 5/21/25	CHK	99999	DAN B OLLERO	Credit Balance Refund	125.00
90116 5/21/25	CHK	99999	JAN L PIES	Credit Balance Refund	200.00
90117 5/21/25	CHK	99999	KADEN REITEN	Credit Balance Refund	63.32
90118 5/21/25	CHK	99999	RIVERS CRESCENT LLC	Credit Balance Refund	210.67
90119 5/21/25	CHK	99999	MARJORIE K SHERLING	Credit Balance Refund	191.86
90120 5/21/25	CHK	99999	JAIRO VILLASENOR	Credit Balance Refund	63.60
90121 5/21/25	CHK	99999	JEAN WATERS	Credit Balance Refund	527.49
90122 5/28/25	CHK	3819	BENTON CONSERVATION DISTRICT	Salmon Power in Schools	715.65
90123 5/28/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	2,785.20
90124 5/28/25	CHK	1393	MEIER ENTERPRISES, INC.	Professional Svc	3,404.63
90125 5/28/25	CHK	141	RICHLAND, CITY OF	Fiber Lease	146.75
				Fiber Lease	586.98
				Fiber Lease	586.98
				Fiber Lease	146.75
				Fiber Lease	293.49
				Fiber Lease	293.49
				Fiber Lease	293.49
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	1,760.94
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	146.75

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	293.49
				Fiber Lease	146.75
Total for Check/Tran - 90125:					8,364.57
90126 5/28/25	CHK	172	WASH STATE DEPT TRANSPORTATION	Utility Permit	300.00
90127 5/28/25	CHK	99999	LEONARD F BANAS	Credit Balance Refund	2,800.00
90128 5/28/25	CHK	99999	THERESA J BURNES	Credit Balance Refund	63.47
90129 5/28/25	CHK	99999	LINA YANETH CASTILLO LARA	Credit Balance Refund	14.18
90130 5/28/25	CHK	99999	MARIANO GARCIA ORTIZ	Credit Balance Refund	103.97
90131 5/28/25	CHK	99999	DEYLA GODINEZ	Credit Balance Refund	20.60
90132 5/28/25	CHK	99999	ELIZABETH M HAMILTON	Credit Balance Refund	34.77
90133 5/28/25	CHK	99999	HUNTER M HARTJEN	Credit Balance Refund	119.33

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90134 5/28/25	CHK	99999	HEATHER HOLLIS	Credit Balance Refund	87.85
90135 5/28/25	CHK	99999	DENNIS H HOUSTON	Credit Balance Refund	338.24
90136 5/28/25	CHK	99999	LA CACHANILLA LLC	Credit Balance Refund	42.71
90137 5/28/25	CHK	99999	GRACIELA MELENDEZ ALAS	Credit Balance Refund	76.74
90138 5/28/25	CHK	99999	CHRISTENE T MEZA	Credit Balance Refund	473.37
90139 5/28/25	CHK	99999	CINTHIA NIETO	Credit Balance Refund	22.62
90140 5/28/25	CHK	99999	MARIA D PANDURO	Credit Balance Refund	195.40
90141 5/28/25	CHK	99999	BALLENTINE A PARRA	Credit Balance Refund	14.54
90142 5/28/25	CHK	99999	ISRAEL PENAFIEL GOMEZ	Credit Balance Refund	36.33
90143 5/28/25	CHK	99999	ESPERANZA PERALTA ALFARO	Credit Balance Refund	631.65
90144 5/28/25	CHK	99999	KAT L REIGN	Credit Balance Refund	19.07
90145 5/28/25	CHK	99999	CASSANDRA RODRIGUEZ	Credit Balance Refund	653.76
90146 5/28/25	CHK	99999	BRIAN STEWART	Credit Balance Refund	68.92
90147 5/28/25	CHK	99999	ESTATE OF ALAN L STRUTHERS	Credit Balance Refund	236.37
90148 5/28/25	CHK	99999	TYLER THOMPSON	Credit Balance Refund	136.67
90149 5/28/25	CHK	99999	MARIA ZARAGOZA	Credit Balance Refund	83.25
90150 5/28/25	CHK	99999	LYLE J ZEIGLER	Credit Balance Refund	56.55
90151 5/28/25	CHK	99999	WASHINGTON STATE SUPPORT REGIS	Erik Flores Case IN 6981499	27.58
90152 6/4/25	CHK	2425	AT&T MOBILITY, LLC	Monthly Billing	5.45
90153 6/4/25	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	414.46

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90154 6/4/25	CHK	37	BENTON PUD - REVOLVING FUND-OPE	Himmelberger - Lunch Reimburse 283058	28.45
				Decker - Safety trailer supplies	36.56
				Koerperich - Safety trailer supplies	18.52
Total for Check/Tran - 90154:					83.53
90155 6/4/25	CHK	54	BNSF RAILWAY COMPANY	Permit	100.00
90156 6/4/25	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	66.23
				Mailing Svc	44.33
				Mailing Svc	7.49
Total for Check/Tran - 90156:					118.05
90157 6/4/25	CHK	3478	FP MAILING SOLUTIONS	Postage Meter Deposit - 6	500.00
90158 6/4/25	CHK	99	KIE SUPPLY CORP	Material - PO L-2 /see inv 1425516	193.96
				Unistrut, 1 5/8 inch by 13/16 inch.	193.96
				Unistrut, 1 5/8 inch by 3 1/4 inch.	729.61
				CM for PO L-2 Inv 1425516	-193.96
				Material - see CM for inv 1422151	729.61
Total for Check/Tran - 90158:					1,653.18
90159 6/4/25	CHK	1287	KRENZ AND COMPANY, INC.	Material	-10.46
				1/2 HP Fan	4,525.63
				1/4 HP Fan	2,550.86
				1/6 HP Fan	4,308.59
Total for Check/Tran - 90159:					11,374.62
90160 6/4/25	CHK	962	PACIFIC POWER	Monthly Billing	680.71
90161 6/4/25	CHK	2209	PROSSER FARMERS MARKET	Sponsorship	1,000.00
90162 6/4/25	CHK	992	VERIZON NORTHWEST	Monthly billing	2,280.92
				Monthly Billing	203.04
				Monthly billing	2,175.21
				Monthly Billing	226.95

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				Monthly Billing	346.91
				Monthly Billing	360.09
				Monthly Billing	116.94
				Monthly Billing	319.62
				Monthly Billing	353.52
Total for Check/Tran - 90162:					6,383.20
90163 6/4/25	CHK	10649	ZIPLY FIBER	Monthly Billing	1,064.17
90164 6/4/25	CHK	99999	PEDRO BASURTO RENTERIA	Credit Balance Refund	66.32
90165 6/4/25	CHK	99999	ROXANN CARIVEAU	Credit Balance Refund	295.18
90166 6/4/25	CHK	99999	CARS 4 LESS AUTO SALES LLC	Credit Balance Refund	91.72
90167 6/4/25	CHK	99999	CARLOS DE PAZ TOBAR	Credit Balance Refund	494.55
90168 6/4/25	CHK	99999	DIANA DENNINGS	Credit Balance Refund	10.08
90169 6/4/25	CHK	99999	GEOVANI DIAZ	Credit Balance Refund	60.00
90170 6/4/25	CHK	99999	DUSTIN A FAIRCHILD	Credit Balance Refund	61.17
90171 6/4/25	CHK	99999	ELIAR J GONZALEZ	Credit Balance Refund	79.48
90172 6/4/25	CHK	99999	KAYLA D LEATHERS	Credit Balance Refund	15.73
90173 6/4/25	CHK	99999	MAURICIO F LOPEZ RODRIGUEZ	Credit Balance Refund	125.63
90174 6/4/25	CHK	99999	EUGENIO MACHADO RUBI	Credit Balance Refund	83.14
90175 6/4/25	CHK	99999	ANNA MARQUEZ	Credit Balance Refund	107.58
90176 6/4/25	CHK	99999	KENNETH MEEKER	Credit Balance Refund	63.36
90177 6/4/25	CHK	99999	IGNACIO MORENO GALVAN	Credit Balance Refund	163.85
90178 6/4/25	CHK	99999	ESLI ROBERTO NAJERA LOPEZ	Credit Balance Refund	131.92

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90179 6/4/25	CHK	99999	JOSE OCTAVIANO AGUIRRE	Credit Balance Refund	50.73
90180 6/4/25	CHK	99999	JIANPING PENG	Credit Balance Refund	114.44
90181 6/4/25	CHK	99999	KYANA PHELPS	Credit Balance Refund	307.90
90182 6/4/25	CHK	99999	BRIGITTE PORCHAS	Credit Balance Refund	117.66
90183 6/4/25	CHK	99999	SYLVIA A PROCHASKA	Credit Balance Refund	398.80
90184 6/4/25	CHK	99999	GLENDA L SMITH	Credit Balance Refund	102.37
90185 6/4/25	CHK	99999	ANGEL TAPIA	Credit Balance Refund	63.83
90186 6/4/25	CHK	99999	DARWIN TORO GUASPUD	Credit Balance Refund	32.53
90187 6/4/25	CHK	99999	MARISA M VALDEZ	Credit Balance Refund	31.04
90188 6/4/25	CHK	99999	WANDA VOSS	Credit Balance Refund	324.59
90189 6/4/25	CHK	99999	WA MASTER LEASE LLC	Credit Balance Refund	2,871.57
90190 6/4/25	CHK	99999	HUSSEIN YASIR	Credit Balance Refund	46.36
90191 6/11/25	CHK	258	APOLLO MECHANICAL CONTRACTOR	REEP	200.00
90192 6/11/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	2,245.04
90193 6/11/25	CHK	54	BNSF RAILWAY COMPANY	Permit - Prosser	400.00
				Permit - Badger	275.00
Total for Check/Tran - 90193:					675.00
90194 6/11/25	CHK	32	CITY OF BENTON CITY	Occupation Tax	10,064.07
90195 6/11/25	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	42.43
90196 6/11/25	CHK	10954	MILLERS ELECTRIC SERVICE, LLC	Replace/Repair Meter	6,528.00
90197 6/11/25	CHK	10992	NUTRIEN US, LLC	Industrial Energy Efficiency Prg	25,529.50

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90198 6/11/25	CHK	135	PROSSER, CITY OF	Monthly Billing	1.41
				Monthly Billing	13.13
				Monthly Billing	1,417.65
				Monthly Billing	1,103.40
				Occupation Tax	35,682.20
Total for Check/Tran - 90198:					38,217.79
90199 6/11/25	CHK	2648	RAILROAD MANAGEMENT COMPANY	License Fees - Whitcomb	417.05
90200 6/11/25	CHK	141	RICHLAND, CITY OF	Occupation Tax	258.86
90201 6/11/25	CHK	3604	SUPER 8 MOTEL	Commercial Energy Efficiency Prg	18,594.00
90202 6/11/25	CHK	10895	TOYOTA CENTER & ARENA	River of Fire Sponsorship	7,500.00
90203 6/11/25	CHK	99999	RHONDA L ALMOND	Credit Balance Refund	125.00
90204 6/11/25	CHK	99999	GLENN I BAKER	Credit Balance Refund	94.79
90205 6/11/25	CHK	99999	CODY BEATTY	Credit Balance Refund	133.20
90206 6/11/25	CHK	99999	MARY K BENSON	Credit Balance Refund	600.00
90207 6/11/25	CHK	99999	LE R BRAUN	Credit Balance Refund	58.53
90208 6/11/25	CHK	99999	MELVIN E CAIRNS	Credit Balance Refund	500.00
90209 6/11/25	CHK	99999	RICARDO CASTRO	Credit Balance Refund	107.22
90210 6/11/25	CHK	99999	BRANDY J COVINGTON	Credit Balance Refund	350.00
90211 6/11/25	CHK	99999	LIANN DARBY	Credit Balance Refund	500.00
90212 6/11/25	CHK	99999	MARIE DAVID	Credit Balance Refund	388.00
90213 6/11/25	CHK	99999	KIM R DEWITT	Credit Balance Refund	64.66
90214 6/11/25	CHK	99999	RYAN DEWITT	Credit Balance Refund	26.02

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90215 6/11/25	CHK	99999	DENNIS E ELLISON	Credit Balance Refund	450.00
90216 6/11/25	CHK	99999	YURLEY A FERNANDEZ	Credit Balance Refund	66.12
90217 6/11/25	CHK	99999	TOM D FRANSON	Credit Balance Refund	400.00
90218 6/11/25	CHK	99999	RYAN T GREENHALGH	Credit Balance Refund	350.00
90219 6/11/25	CHK	99999	AARON R GRUNDMEIER	Credit Balance Refund	1,000.00
90220 6/11/25	CHK	99999	GLADYS A HACKETT	Credit Balance Refund	375.00
90221 6/11/25	CHK	99999	DIAN HAYNES	Credit Balance Refund	625.00
90222 6/11/25	CHK	99999	KATELYN HEASLET	Credit Balance Refund	152.29
90223 6/11/25	CHK	99999	SARAH E HENSLEY	Credit Balance Refund	900.00
90224 6/11/25	CHK	99999	EMALINE M HERNANDEZ	Credit Balance Refund	300.00
90225 6/11/25	CHK	99999	BRIANNE HOOPES	Credit Balance Refund	300.00
90226 6/11/25	CHK	99999	RICHARD D KINNEY	Credit Balance Refund	300.00
90227 6/11/25	CHK	99999	SHANNA V LARTER	Credit Balance Refund	75.28
90228 6/11/25	CHK	99999	LAUREL MCCALL	Credit Balance Refund	79.72
90229 6/11/25	CHK	99999	JENNIFER MCEWEN	Credit Balance Refund	475.00
90230 6/11/25	CHK	99999	THOMAS E MERKLE	Credit Balance Refund	450.00
90231 6/11/25	CHK	99999	ROBERT V MILAM	Credit Balance Refund	300.00
90232 6/11/25	CHK	99999	MICHAEL MILLER	Credit Balance Refund	54.19
90233 6/11/25	CHK	99999	TAMARA MOE	Credit Balance Refund	250.00
90234 6/11/25	CHK	99999	MOLLIE J MUCHA	Credit Balance Refund	325.00
90235 6/11/25	CHK	99999	MARTHA MUGAVAZI	Credit Balance Refund	24.16

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05/19/2025 To 06/13/2025

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90236 6/11/25	CHK	99999	AUSTIN NASSIE	Credit Balance Refund	217.81
90237 6/11/25	CHK	99999	JANICE E NELSON	Credit Balance Refund	400.00
90238 6/11/25	CHK	99999	BETTY NEW	Credit Balance Refund	200.00
90239 6/11/25	CHK	99999	MICHAEL L PERRY	Credit Balance Refund	500.00
90240 6/11/25	CHK	99999	BRITTANEY PICKETT	Credit Balance Refund	800.00
90241 6/11/25	CHK	99999	JULIE A PICKETT	Credit Balance Refund	750.00
90242 6/11/25	CHK	99999	SISTO PINA	Credit Balance Refund	500.00
90243 6/11/25	CHK	99999	RICHARD M PORTNER	Credit Balance Refund	500.00
90244 6/11/25	CHK	99999	BERNALDO RINCON	Credit Balance Refund	111.00
90245 6/11/25	CHK	99999	SHEILA SANDOVAL	Credit Balance Refund	106.36
90246 6/11/25	CHK	99999	TIMOTHY STEPHENS	Credit Balance Refund	800.00
90247 6/11/25	CHK	99999	CARYL THOMASON	Credit Balance Refund	600.00
90248 6/11/25	CHK	99999	AMANDA C VICKERS	Credit Balance Refund	178.94
90249 6/11/25	CHK	99999	PATRICIA WELLS	Credit Balance Refund	300.00
90250 6/11/25	CHK	99999	CHRIS A WHITE	Credit Balance Refund	450.00
90251 6/11/25	CHK	99999	BECKY L YATES	Credit Balance Refund	200.00

Total Payments for Bank Account - 2 : (160) 296,310.91

Total Voids for Bank Account - 2 : (7) 1,014.23

Total for Bank Account - 2 : (167) 297,325.14

Grand Total for Payments : (320) 2,831,901.43

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Grand Total for Voids :	(8)	4,514.23
Grand Total :	(328)	2,836,415.66

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7295 5/20/25	WIRE	169	ENERGY NORTHWEST	Purchased Power	139,910.46
7296 5/20/25	WIRE	2902	WHITE CREEK WIND I, LLC	Purchased Power	11,706.00
7298 5/15/25	WIRE	2570	THE ENERGY AUTHORITY, INC.	Purchased Power	34,534.79
7299 5/22/25	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	82,351.99
				Medicare - Employee	10,590.69
				Medicare - Employer	10,590.69
				Social Security - Employee	45,284.25
				Social Security - Employer	45,284.25
				Federal Income Tax	2,772.77
				Medicare - Employee	182.75
				Medicare - Employer	182.75
				Social Security - Employee	781.41
				Social Security - Employer	781.41
Total for Check/Tran - 7299:					198,802.96
7300 5/22/25	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	65,719.73
				PERS Plan 2	42,442.67
				PERS Plan 3A 5% All Ages	1,838.85
				PERS Plan 3B 6% Age 35-45	160.42
				PERS Plan 3E 10% All Ages	1,461.29
Total for Check/Tran - 7300:					111,622.96
7301 5/23/25	WIRE	3875	EMERALD CITY RENEWABLES LLC	Renewable Energy Transfer	93,235.61
7302 5/23/25	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	1,288.60
				457(b) Roth EE Contribution	19,028.05
				ER Def Comp 401	21,319.18
				ER Def Comp 457	3,341.90
				Plan A 457(b) Employee Contribution	5,409.66
				Plan B 457(b) Employee Contribution	22,396.73
				Plan C 401(a) Option 1 EE Contribution	3,721.08

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Plan C 401(a) Option 2 EE Contribution	1,737.46
				Plan C 401(a) Option 3 EE Contribution	596.03
				Plan C 401(a) Option 4, Step 2 EE Contri	1,738.24
				Plan C 401(a) Option 4, Step 3 EE Contri	1,558.61
				Plan C 401(a) Option 4, Step 4 EE Contri	1,741.09
				Plan C 401(a) Option 5, Step 4 EE Contri	1,366.57
				Plan C 457(b) Employee Contribution	8,880.56
				457 EE Loan Repayment #1	3,499.23
				457 EE Loan Repayment #2	168.00
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
				Total for Check/Tran - 7306:	97,919.99
7304 5/28/25	WIRE	169	ENERGY NORTHWEST	810 Rack Space Rental	7,976.36
7305 5/28/25	WIRE	2902	WHITE CREEK WIND I, LLC	REC for BH 2024	6,920.32
7306 5/28/25	WIRE	424	WASH STATE DEPT REVENUE-EXCISE	Utility Tax	383,171.99
				Use Tax	97,126.77
				Retailing & Wholesaling Tax	973.66
				Service Tax	12,531.08
				Total for Check/Tran - 7306:	493,803.50
7307 5/30/25	WIRE	925	KLICKITAT COUNTY PUD	Tranmission White Crk	4,028.95
7308 5/30/25	WIRE	2800	LL&P WIND ENERGY, INC.	Purchased Power	52,246.94
7310 6/3/25	WIRE	246	BONNEVILLE POWER ADMIN	Purchased Power	5,449,587.00
7312 6/4/25	WIRE	169	ENERGY NORTHWEST	Fiber Lease	443.49
				Purchased Power	43,815.92
				Public Power Intership Program	5,000.00
				Total for Check/Tran - 7312:	49,259.41
7313 6/4/25	WIRE	199	WASH STATE DEPT REVENUE-LEASEH	Business Lic - Underground Storage Tank	233.58

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7314 6/5/25	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	85,649.59
				Medicare - Employee	10,775.97
				Medicare - Employer	10,775.97
				Social Security - Employee	46,076.94
				Social Security - Employer	46,076.94
Total for Check/Tran - 7314:					199,355.41
7315 6/5/25	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	66,221.12
				PERS Plan 2	42,961.78
				PERS Plan 3A 5% All Ages	1,705.92
				PERS Plan 3B 6% Age 35-45	160.42
				PERS Plan 3E 10% All Ages	1,461.29
Total for Check/Tran - 7315:					112,510.53
7316 6/6/25	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	1,288.60
				457(b) Roth EE Contribution	16,966.42
				ER Def Comp 401	21,282.98
				ER Def Comp 457	3,338.39
				Plan A 457(b) Employee Contribution	4,875.62
				Plan B 457(b) Employee Contribution	22,168.11
				Plan C 401(a) Option 1 EE Contribution	3,721.08
				Plan C 401(a) Option 2 EE Contribution	1,859.72
				Plan C 401(a) Option 3 EE Contribution	596.03
				Plan C 401(a) Option 4, Step 2 EE Contri	1,738.24
				Plan C 401(a) Option 4, Step 3 EE Contri	1,558.61
				Plan C 401(a) Option 4, Step 4 EE Contri	1,741.09
				Plan C 401(a) Option 5, Step 4 EE Contri	1,527.57
				Plan C 457(b) Employee Contribution	8,880.56
				457 EE Loan Repayment #1	3,499.23
				457 EE Loan Repayment #2	168.00
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 7316:						95,339.25
7318	6/4/25	WIRE	10084	CITI MERCHANT SERVICES	Merchant Fees	35,661.41
Total for Bank Account - 1 :						(19) 7,194,655.43
Grand Total :						(19) 7,194,655.43



BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL

<u>Date</u>	<u>Customer</u>	<u>Rebate Amount</u>	<u>Rebate Description</u>
05/15/2025	MICHAEL S THOMAS	\$ 30.00	Rebate - Clothes Washer
06/06/2025	DAREN MULASMAJIC	\$ 30.00	Rebate - Clothes Washer
06/06/2025	ANTHONY M PEREZ	\$ 30.00	Rebate - Clothes Washer
06/06/2025	GARY G LONG	\$ 30.00	Rebate - Clothes Washer
06/06/2025	DAREN MULASMAJIC	\$ 50.00	Rebate - Clothes Dryer
06/06/2025	ANTHONY M PEREZ	\$ 50.00	Rebate - Clothes Dryer
06/06/2025	GARY G LONG	\$ 50.00	Rebate - Clothes Dryer
05/27/2025	THOMAS A GANO	\$ 250.00	Rebate - Electric Vehicle
05/27/2025	THOMAS A GANO	\$ 250.00	Rebate - Electric Vehicle
06/06/2025	BRIANA WILTON	\$ 250.00	Rebate - Electric Vehicle
06/06/2025	BRIANA WILTON	\$ 250.00	Rebate - Electric Vehicle
06/06/2025	GARY L HICKMAN	\$ 900.00	Rebate - Heat Pump Water Heater
06/06/2025	AMANDA SLATTER	\$ 900.00	Rebate - Heat Pump Water Heater

\$ 3,070.00

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1218	05/13/2025	949	Credit Card	ST10 - Storm Card #10	1654	CRAMER, BRIAN M	1654	EXXON MSO47169	Fuel	42.32
Total for Tran-1218:										42.32
1219	04/16/2025	965	Credit Card	32PR - Operations - Prosser	2642	KNIGHT, GAYLE R	2642	DOLLAR TREE	Balloons for demo trailer	12.50
	04/16/2025	965					2642	GROCERY OUTLET	hot dogs for demo trailer	1.29
	04/26/2025	965					2642	DOLLARTREE	Balloons for demo trailer	27.20
Total for Tran-1219:										40.99
1220	04/15/2025	958	Credit Card	32 - Operations - Line Depart	2642	KNIGHT, GAYLE R	2642	INT CONCRETE & ASP	gravel	215.12
	05/08/2025	958					2642	CITY OF BENTON CIT	water fees for hydrant Benton	63.60
Total for Tran-1220:										278.72
1221	04/25/2025	957	Credit Card	31 - Operations	11093	BECKER, NICOLE M	11093	ODP BUS SOL LLC # 10	Operations-office supplies	28.39
	05/07/2025	957					11093	TOTAL CARE CLINICS	Operations - CDL Med Cert f	150.00
	05/08/2025	957					11093	ODP BUS SOL LLC # 10	Printer Ink	147.67
	05/10/2025	957					11093	ODP BUS SOL LLC # 10	Operations Office Supplies	21.01
	04/22/2025	957					11093	COSTCO WHSE #0486	Dog Bones for Meter Exchan	35.88
	05/08/2025	957					11093	ODP BUS SOL LLC # 10	Printer Ink	147.67
	05/06/2025	957					11093	WAL-MART #2101	Ops Break Room Supplies - S	57.89
	04/25/2025	957					11093	ODP BUS SOL LLC # 10	Operations - Office Supplies	55.95
	05/06/2025	957					11093	URM CASH N CARRY #	OPS - Meeting Room Supplie	79.10
	04/25/2025	957					11093	ODP BUS SOL LLC # 10	Operations - Office Supplies	36.22
	04/17/2025	957					11093	TAQUERIA EL SAZON	food for lineman appreciation	603.85
Total for Tran-1221:										1,363.63

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1222	05/13/2025	953	Credit Card	36 - Operations - Maintenanc	10608	PATRICK, GEORGE M	10608	THE HOME DEPOT #47	propane bottles	13.01
	05/04/2025	953					10608	AMAZON MKTPL*NI3F	no trespassing signs	81.55
	04/17/2025	953					10608	HELENA 44086	grounded weed killer	67.73
	05/01/2025	953					10608	FAIRBANK EQUIPMEN	hypro swivel fittings	3.82
	05/06/2025	953					10608	AMAZON MKTPL*NI3	swamp cooler odor neutralizer	146.13
	04/21/2025	953					10608	AMAZON RETA* D90R	exit only signs	182.70
	04/23/2025	953					10608	COOK'S ACE HARDWA	pvc parts	22.79
	04/30/2025	953					10608	(PC) 3627 CED	led tubes	423.39
	05/08/2025	953					10608	GRAINGER	scale remover and coil cleaner	130.25
	05/01/2025	953					10608	A & M SUPPLY INC	hvac belts	46.53
	05/05/2025	953					10608	THE HOME DEPOT #47	electrical parts - closure plugs	6.76
	05/05/2025	953					10608	THE HOME DEPOT 473	cord ends and 2 cycle oil	90.22
	05/08/2025	953					10608	SURVEILLANCE-VIDE	motion detectors	70.77
	05/13/2025	953					10608	HELENA 44086	weed killer	485.14
	05/01/2025	953					10608	IRRIGATION SPECIALI	pvc slip couplers and saw bla	216.14
Total for Tran-1222:										1,986.93
1223	05/07/2025	961	Credit Card	17 - Contracts & Purchasing	3213	LANPHEAR, JUSTIN L	3213	WCP SOLUTIONS COR	Printer Paper	1,207.68
	04/30/2025	961					3213	LEGACY.COM* LEGAL	Call for Bid #25-21-06	150.05
	05/09/2025	961					3213	WCP SOLUTIONS COR	Printer Paper	402.56
	04/22/2025	961					3213	LEGACY.COM* LEGAL	Call for Bid #25-21-08	147.19
	05/08/2025	961					3213	VARIDESK* 1800 207 2	Varidesk - Wassing	488.51
Total for Tran-1223:										2,395.99
1224	05/05/2025	950	Credit Card	51 - Power Management	2250	WELLER, ROXANNE K	2250	NEEA EFX	NEEA EFX - Cancelled Class	-325.00
	04/23/2025	950					2250	OPEN ACCESS TECHN	OATI NAESB Annual Renew	200.00
	04/28/2025	950					2250	THE HOME DEPOT #47	Conservation Misc. Supplies	18.75
	04/30/2025	950					2250	LEI00491414	Annual Renewal of LEI 2025-	36.67
	05/03/2025	950					2250	FS *DEGREEDAYS	Degree Days Annual Subscript	378.62
Total for Tran-1224:										309.04

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ALL**CC/E-Payment Vendor:** 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1225	05/07/2025	954	Credit Card	38 - Operations - Support Svc	10656	FLEENOR, RYAN A	10656	THE HOME DEPOT #47	Swamp cooler parts	7.14
	04/16/2025	954					10656	THE HOME DEPOT #47	Glue	4.32
	04/15/2025	954					10656	THE HOME DEPOT #47	Swamp cooler parts	42.50
	04/16/2025	954					10656	THE HOME DEPOT #47	Caulk	80.51
	05/06/2025	954					10656	THE HOME DEPOT #47	Swamp cooler parts	100.66
	04/28/2025	954					10656	IRRIGATION SPECIALI	Irrigation parts	8.82
	04/15/2025	954					10656	THE HOME DEPOT #47	Copper pipe	36.21
	05/12/2025	954					10656	GRAINGER	Filters	318.34
	04/29/2025	954					10656	THE HOME DEPOT #47	Toolbag	43.50
	05/14/2025	954					10656	BATTERIES PLUS #025	Batteries	1,820.99
	04/17/2025	954					10656	THE HOME DEPOT #47	Washers	4.97
Total for Tran-1225:										2,467.96
1226	05/19/2025	952	Credit Card	37 - Operations - (Support Sv	2026	KINTZLEY, ROY D	2026	O'REILLY 3630	credit, part return	-14.79
							2026	VICS AUTO PARTS & S	credit,core return	-280.61
							2026	PASCO A-PTS 0027915	credit, core return	-58.70
							2026	PASCO A-PTS 0027915	credit, core return	-58.70
							2026	SPECK BUICK GMC OF	credit, mistake charge	-330.38
							2026	O'REILLY 3630	credit, parts return	-165.04
Total for Tran - 1226:										-908.22

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ACCOUNTS PAYABLE
CC/E-PAYMENT CHARGES

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ALL**CC/E-Payment Vendor:** 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1227	04/30/2025	956	Credit Card	34 - Operations - Meter Shop	1466	BRADSHAW, GORDON J	1466	AMAZON MKTPL*EG8	Brady label maker	354.63
	05/05/2025	956					1466	AMAZON RETA* NI10L	Dymo wire labels	457.65
	04/16/2025	956					1466	(PC) 3627 CED	Milwaukee packout organizer	100.10
	04/29/2025	956					1466	MYELECTCEU	Wurz L&I Training	65.00
	05/04/2025	956					1466	AMAZON RETA* NB3Y	Greenlee crimper	602.45
	04/23/2025	956					1466	AMAZON MKTPL*U53	Clipboards	146.34
	04/23/2025	956					1466	(PC) 3627 CED	Screwdriver and stripper	80.57
	05/06/2025	956					1466	(PC) 3627 CED	AW Cap for CT meter bases	234.19
	04/29/2025	956					1466	MYELECTCEU	Wurz, L&I Training	45.00
	04/16/2025	956					1466	FEDEX OFFIC64300006	Shipping box for Guardian Re	14.23
	05/02/2025	956					1466	TACOMA SCREW PRO	drill/tap bits	294.13
	05/05/2025	956					1466	AMAZON RETA* NI8Q	Dies for Greenlee crimper	47.99
	05/07/2025	956					1466	WA L & I KENNEWICK	Wurz- L&I Training	93.90
	04/29/2025	956					1466	MYELECTCEU	Wurz, L&I Training	45.00
	04/29/2025	956					1466	MYELECTCEU	Wurz, L&I Training	65.00
	05/12/2025	956					1466	TACOMA SCREW PRO	Electrical Terminals	471.29
	04/17/2025	956					1466	(PC) 3627 CED	Milwaukee packout organizer	128.23
	05/08/2025	956					1466	AMAZON RETA* NB15	Dymo wire labels	64.44
	05/13/2025	956					1466	AMAZON MKTPL*NI8P	MCX3-XWHM-Y-NA, Gas	1,631.74
	05/02/2025	956					1466	TACOMA SCREW PRO	drill/tap bits	0.27
Total for Tran-1227:										4,942.15

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1228	04/15/2025	959	Credit Card	15 - IT Infrastructure	3259	CRUM, DUANE P	3259	FS COM INC	BB Core Customer Premise	661.50
	04/15/2025	959					3259	FS COM INC	BB Core network Core	1,105.40
	04/23/2025	959					3259	AMAZON MKTPL*C26	usb-c male to ethernet adapter	51.65
	04/20/2025	959					3259	AMAZON MKTPL*A39	10 USB-c male to USB-A fe	54.35
	04/27/2025	959					3259	AMAZON.COM*WV8Q	Plastic storage bins for storag	54.18
	04/20/2025	959					3259	AMAZON RETA* UY51	Velcro for cords	18.58
	04/28/2025	959					3259	NISC MIC	NISC MIC25 (Wassing)	1,595.00
	04/19/2025	959					3259	CANONICAL GROUP L	Ubuntu annual renewal 25	225.00
	05/05/2025	959					3259	AMAZON.COM*NB10	Logitech wave keys and lift m	134.22
	05/07/2025	959					3259	AMAZON MKTPL*NB4	Phone charging station	44.49
	05/13/2025	959					3259	JIMS PACIFIC GARAGE	Freightliner software for autos	816.00
	05/09/2025	959					3259	DATA CAMP INC.	Subscription training - DataTe	1,305.60
	04/22/2025	959					3259	CITY OF RICHLAND	Permit ROW 2025-00460	250.00
	04/18/2025	959					3259	L2G*KENNEWICKFAR	False alarm fee	100.00
	05/07/2025	959					3259	OPENAI *CHATGPT SU	ChatGPT monthly fee	265.22
	04/16/2025	959					3259	AMAZON RETA* QF7G	Velcro for cords	16.45
	04/30/2025	959					3259	AMAZON MKTPL*3Q6J	Screen Protector iPad Pro	13.05
	04/23/2025	959					3259	AMAZON MKTPL*T50	HDMI Splitter 1 in 2 out	26.91
	04/23/2025	959					3259	SPECTRUM	Backup Internet	139.99
	04/28/2025	959					3259	NISC MIC	NISC MIC25 (Holsten)	1,595.00
	04/29/2025	959					3259	PLATT ELECTRIC 006	Cat6 ethernet (Yellow) w/crip	448.27
	05/06/2025	959					3259	KNOX COMPANY INC	knox boxes for gates (Ops, ad	1,142.40
	04/30/2025	959					3259	AMAZON MKTPL*UV9	screen protectors for iPad	17.04
	04/22/2025	959					3259	AVTECH SOFTWARE, I	Server room monitoring softw	380.75
	05/04/2025	959					3259	GREETLY	Greetly Subscription	179.00
	05/07/2025	959					3259	AMAZON MKTPL*NB7	Barcode scanner	158.22
	05/13/2025	959					3259	FS COM INC	IT Infrastructure	88.56
Total for Tran-1228:										10,886.83

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1229	05/05/2025	960	Credit Card	21 - Engineering	3880	WEBB, BRENDA R	3880	GRAINGER	Square UBolts, Clamps for T-	404.22
	05/12/2025	960					3880	DOL - PROFESSIONAL	Hightower-Notary Renewal F	42.00
	04/29/2025	960					3880	NISC MIC	Ness- NISC Member Info Co	1,195.00
	04/15/2025	960					3880	POWER MONITORS, IN	Recorder repair #31008	350.00
	05/08/2025	960					3880	NNA SERVICES LLC	Hightower-Notary Renewal	164.33
	04/17/2025	960					3880	NWPPA	Mitchell- NWPPA Leadership	1,430.00
	04/15/2025	960					3880	POWER MONITORS, IN	Recorder repairs #31009	350.00
Total for Tran-1229:										3,935.55

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1230	05/15/2025	951	Credit Card	39 - Operations - Warehouse	10940	PURDOM, GABRIELLE J	10940	ULINE *SHIP SUPPLIE	Toilet tissue/seats, towels/wip	2,607.43
	04/16/2025	951					10940	GRAINGER	Beverage Cooler	437.64
	04/29/2025	951					10940	GRAINGER	MARKING WAND	161.57
	05/15/2025	951					10940	ULINE *SHIP SUPPLIE	Industrial gloves	242.59
	05/15/2025	951					10940	ULINE *SHIP SUPPLIE	Trash bags & hand soap	384.15
	04/16/2025	951					10940	GRAINGER	Stretch Wrap	123.34
	04/29/2025	951					10940	GRAINGER	SHOVELS	275.45
	05/09/2025	951					10940	SALISBURYONLINE.C	SMALL TOOLS - compound	1,222.87
	05/07/2025	951					10940	L&I INVOICEPAY SAL	SAFETY INSPECTION ON	318.00
	04/22/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - canvas buc	170.22
	04/14/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - trenching s	93.98
	04/29/2025	951					10940	VELOCITY EHS	Software Renewal - Safety Da	4,399.13
	05/01/2025	951					10940	KENNEWICK RANCH	PROPANE	12.03
	05/05/2025	951					10940	ARNETT INDUSTRIES	SMALL TOOLS - pull grips	2,004.33
	04/29/2025	951					10940	ZORO TOOLS INC	KNEELING PADS	63.93
	05/14/2025	951					10940	GRAINGER	POCKET KNIFE	27.00
	05/12/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	52.21
	05/14/2025	951					10940	RAY POLAND AND SO	CONCRETE RECYCLE	25.00
	05/07/2025	951					10940	GRAINGER	SMALL TOOLS - electrical t	2,210.45
	04/17/2025	951					10940	OES GLOBAL INC	GATORADE POWDER	1,623.95
	05/07/2025	951					10940	L&I INVOICEPAY OPA	INVOICE ELECTRONIC FE	7.95
	05/12/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	94.48
	05/14/2025	951					10940	RAY POLAND AND SO	CONCRETE RECYCLE	25.00
	04/28/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - hex drivers	72.13
	04/23/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	100.28
	04/22/2025	951					10940	THE HOME DEPOT #47	CONCRETE MIX	13.01
	05/02/2025	951					10940	HOMEDEPOT.COM	ALUMINUM SIDING NAIL	170.99
	05/13/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	97.80
	04/16/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	106.09
	04/25/2025	951					10940	AMAZON.COM*PV1K7	LINEMAN GLOVES	305.54
	04/22/2025	951					10940	J HARLEN CO INC	SMALL TOOLS - knives	806.86
	04/22/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - impact soc	815.84
	04/17/2025	951					10940	J HARLEN CO INC	RUBBER COVER CUTOUT	1,439.10
	04/16/2025	951					10940	ZORO TOOLS INC	WASP/HORNET SPRAY	211.36
	04/16/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - screwdrive	228.65

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
	05/07/2025	951					10940	BURGER KING #14330	DINNER FOR XFMR CRE	104.97
	05/07/2025	951					10940	FRED-MEYER #0163	SODA FOR XFMR SHOP C	21.66
	04/20/2025	951					10940	AMAZON.COM*6K2EG	LINEMAN GLOVES	363.94
	05/01/2025	951					10940	KENNEWICK RANCH	PROPANE	108.33
	05/08/2025	951					10940	GRAINGER	RED SPRAY PAINT	648.89
	04/21/2025	951					10940	THE HOME DEPOT #47	PIPE TIES & FENCE PICKE	25.96
	04/16/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	133.44
	05/12/2025	951					10940	CAPITAL SURVEYING	WOOD, ENGINEER STAKE	849.01
	04/29/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - Trash cans	140.36
	05/14/2025	951					10940	BDI TRANSFER	POLE BUTTS DISPOSAL	83.71
	04/29/2025	951					10940	ZORO TOOLS INC	SMALL TOOLS - saw blades	197.96
	04/15/2025	951					10940	SQ *ATOMIC SCREENP	Embroidery Carhartt T-Shirt -	41.61
	04/14/2025	951					10940	RDO EQUIPMENT KEN	CHAINSAW REPAIR KIT	374.66
Total for Tran-1230:										24,044.85

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1231	05/06/2025	964	Credit Card	01 - Executive	10998	MCKENZIE, CAMI J	10998	NWPPA	Recruiting Advertising	135.00
	04/27/2025	964					10998	AMAZON.COM*SM8W	2025 Benefits Fair Stamp Mar	10.87
	04/21/2025	964					10998	NWPPA	Credit for cancelled NWPPA	-1,075.00
	05/08/2025	964					10998	PAYPAL *IIMC IIMC	IIMC Training - Drake	75.00
	05/06/2025	964					10998	ARC REDCROSS DONA	Turkey Trot 2024 Sponsorshi	1,500.00
	04/16/2025	964					10998	PERFECT GIFT LLC CA	Gift Cards for Retirement & E	348.65
	05/11/2025	964					10998	AMAZON MKTPL*NI23	Office Supplies	43.50
	04/18/2025	964					10998	AMAZON MKTPL*KB2	Pack of 25 Retirement Cards	54.13
	04/25/2025	964					10998	FACEBK *EQMZELQA	Social Media Ads	175.00
	05/02/2025	964					10998	LINKEDIN RECRUITER	Recruiting Advertising	184.95
	04/17/2025	964					10998	NWPPA	NWPPA Training Leadership	1,330.00
	04/25/2025	964					10998	HALO BRANDED SOL	Magnets - Residential Deman	805.26
	05/05/2025	964					10998	4IMPRINT, INC	Tote Bags for Benefits Fair	606.93
	04/27/2025	964					10998	LINKEDIN P383761896	Social Media - Linked In Adv	105.32
	05/02/2025	964					10998	PROSSER RECORD BU	Prosser Display Ad - Rate Inf	298.80
	04/30/2025	964					10998	D J*WSJ	WSJ Subscription - Sanders	42.42
	04/17/2025	964					10998	PAYPAL *WASHINGT	WMCA Membership - McKe	100.00
	04/17/2025	964					10998	PAYPAL *WASHINGT	WMCA Membership - Drake	100.00
	04/30/2025	964					10998	FACEBK *DAQ3SMCA	Social Media Ads	84.41
	04/17/2025	964					10998	WASHINGTON PUD AS	WPUA Records Roundtable	75.00
	04/23/2025	964					10998	NWPPA	Dunlap - NWPPA Leadership	1,550.00
	04/17/2025	964					10998	NWPPA	NWPPA Training Drake	1,430.00
Total for Tran-1231:										7,980.24

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
1232	05/01/2025	952	Credit Card	37 - Operations - (Support Sv	2026	KINTZLEY, ROY D	2026	O'REILLY 3630	#13, armrest & roll pin	114.33
	05/01/2025	952					2026	O'REILLY 3630	#140, master cyl	150.64
	05/01/2025	952					2026	O'REILLY 3630	#140, vapor canistor	27.72
	05/13/2025	952					2026	VICS AUTO PARTS & S	#146, gear oil	4.52
	05/01/2025	952					2026	PASCO A-PTS 0027915	#108, batteries	314.27
	05/02/2025	952					2026	SCC	#232, seat covers	212.00
	05/13/2025	952					2026	CORWIN FORD TRI-CI	#154, coolant	217.64
	05/08/2025	952					2026	O'REILLY 3630	#174, starter switch	41.88
	05/01/2025	952					2026	CONTINENTAL BATTE	batteries	374.26
	05/01/2025	952					2026	O'REILLY 3630	#140, purge solenoid	35.09
	05/08/2025	952					2026	O'REILLY 3630	Filters	172.28
	05/01/2025	952					2026	CORWIN FORD TRI-CI	seat belt	75.44
	05/07/2025	952					2026	O'REILLY 3630	#210, fuse kit	14.79
	05/01/2025	952					2026	VICS AUTO PARTS & S	#13, door hinge pins	10.01
	05/06/2025	952					2026	AUTOBAHN AUTO CA	car washes	20.88
	05/13/2025	952					2026	IN *FREDDIES TRADIN	#232, Tool boxes & ladder ra	4,031.04
	05/12/2025	952					2026	O'REILLY 3630	#188, A/C hose	59.99
	05/12/2025	952					2026	TACOMA SCREW PRO	Brake cleaner, nuts & washers	224.33
	05/09/2025	952					2026	ALTEC INDUSTRIES O	#198, go-light	515.82
	05/05/2025	952					2026	VICS AUTO PARTS & S	#206, filter	34.82
	05/01/2025	952					2026	VICS AUTO PARTS & S	filter kit	246.74
	05/12/2025	952					2026	O'REILLY 3630	#146, brake shoes & sealant	71.42
	05/01/2025	952					2026	VICS AUTO PARTS & S	core and battery	280.61
	05/06/2025	952					2026	J L HYDRAULICS INC	#149, repair hyd pump & new	4,144.51
	05/01/2025	952					2026	O'REILLY 3630	#220, filters	22.76
	05/06/2025	952					2026	THE HOME DEPOT #47	Tool, razor knife & scraper	52.09
	05/05/2025	952					2026	PEAK INDUSTRIAL	#194, cab glass	194.44
	05/01/2025	952					2026	O'REILLY 3630	#177, A/C compressor & drye	372.82
	05/01/2025	952					2026	PASCO A-PTS 0027915	TR1140, battery	157.14
	05/01/2025	952					2026	O'REILLY 3630	#213, retainer	12.93
	05/08/2025	952					2026	O'REILLY 3630	#198, oil filter	34.40
	05/01/2025	952					2026	PASCO A-PTS 0027915	battery	165.27
	05/12/2025	952					2026	O'REILLY 3630	#188, seal kit	51.78
	05/01/2025	952					2026	O'REILLY 3630	#140, wheel hubs	200.93
	05/07/2025	952					2026	O'REILLY 3630	#210, fuse	4.90

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
	05/01/2025	952					2026	O'REILLY 3630	wiper fluid & brake cleaner	50.20
	05/01/2025	952					2026	O'REILLY 3630	#140, master cyl	116.08
	05/01/2025	952					2026	IN *FREDDIES TRADIN	#213, floor mat	151.18
	05/06/2025	952					2026	SPECK BUICK GMC OF	#210, switch	65.62
	05/08/2025	952					2026	VICS AUTO PARTS & S	Tool, battery brush	22.54
	05/01/2025	952					2026	VICS AUTO PARTS & S	shocks	131.53
	05/01/2025	952					2026	O'REILLY 3630	#204, oil filter	4.80
	05/13/2025	952					2026	O'REILLY 3630	#154, coolant reservoir	73.47
	05/04/2025	952					2026	O'REILLY 3630	#213, vapor canistor	393.91
	05/07/2025	952					2026	PASCO A-PTS 0027915	batteries & wipers	499.07
	05/01/2025	952					2026	PASCO A-PTS 0027915	Batteries & bulbs	324.83
	05/01/2025	952					2026	ALTEC INDUSTRIES, I	hydraulic tube	42.41
	05/06/2025	952					2026	O'REILLY 3630	#206, filter	27.13
	05/01/2025	952					2026	ALTEC INDUSTRIES, I	#189, placards & boot	100.93
	05/01/2025	952					2026	GRIGGS ACE KENNEW	#187, screws	4.21
	05/08/2025	952					2026	JIMS PACIFIC GARAGE	#191, repair wiring module	1,701.28
	05/07/2025	952					2026	O'REILLY 3630	#174, filter	9.60
	05/01/2025	952					2026	O'REILLY 3630	#140, fuel pressure sender	37.92
	05/01/2025	952					2026	ALTEC INDUSTRIES, I	Outrigger pads	920.97
	05/14/2025	952					2026	VICS AUTO PARTS & S	Tool, torx set	35.26
	05/01/2025	952					2026	TRUCK PRO	#189, folding step	337.36
	05/06/2025	952					2026	O'REILLY 3630	#171, resistor	48.74
	05/14/2025	952					2026	O'REILLY 3630	#119, actuator	42.83
	05/01/2025	952					2026	CORWIN FORD TRI-CI	#198, seat belt sales tax	6.64
	05/01/2025	952					2026	PASCO A-PTS 0027915	wiper blades & bulbs	45.85
	05/01/2025	952					2026	SPECK BUICK GMC OF	#210, mirror & door handle	659.48
	05/12/2025	952					2026	CORWIN FORD TRI-CI	#188, seal kit	7.26
	05/05/2025	952					2026	O'REILLY 3630	#194, glass weld	29.37
	05/14/2025	952					2026	O'REILLY 3630	filters	95.98
	05/01/2025	952					2026	VICS AUTO PARTS & S	#161, brake pads	86.30
	05/08/2025	952					2026	VICS AUTO PARTS & S	#198, light bar	171.57
	05/07/2025	952					2026	O'REILLY 3630	filters	753.64
	05/01/2025	952					2026	O'REILLY 3630	#140, light bulb	18.34
	05/12/2025	952					2026	VICS AUTO PARTS & S	#146, gear oil	51.96
	05/01/2025	952					2026	O'REILLY 3630	#13, hinge pin	9.08

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
	05/01/2025	952					2026	O'REILLY 3630	#177, v-belt	18.32
	05/01/2025	952					2026	CORWIN FORD TRI-CI	rod retainer clip	15.14
Total for Tran-1232:										19,775.29
1233	05/12/2025	962	Credit Card	44 - Customer Service	2563	MAKI, KIMBERLEE R	2563	WASHINGTON PUD AS	WPUDA 2025 Customer Ser	75.00
	04/21/2025	962					2563	NWPPA	NWPPA leadership training -	1,550.00
	04/15/2025	962					2563	OFFICE DEPOT #1078	Misc office supplies	41.33
	04/22/2025	962					2563	ATTORNEY & NOTAR	Notary training - OCampo-Gu	150.00
	04/29/2025	962					2563	NISC MIC	2025 NISC Mic Conference -	1,195.00
	04/21/2025	962					2563	NWPPA	NWPPA leadership training -	1,430.00
	05/12/2025	962					2563	WASHINGTON PUD AS	WPUDA 2025 Customer Serv	75.00
	04/16/2025	962					2563	OFFICE DEPOT #1078	Customer Service	482.59
Total for Tran-1233:										4,998.92
1234	05/12/2025	955	Credit Card	35 - Operations - Transforme	2503	GASTON, TODD	2503	NORTH COAST ELECT	PVC & fittings	98.16
	05/12/2025	955					2503	NORTH COAST ELECT	screw drivers	57.82
	05/13/2025	955					2503	HOMEDEPOT.COM	DIP PAN & THREADING K	379.17
	04/15/2025	955					2503	KIE SUPPLY - KENNE	Sealtite & fittings	1,058.50
	04/29/2025	955					2503	TACOMA SCREW PRO	small parts- drill bits,plug taps	511.13
	04/29/2025	955					2503	TACOMA SCREW PRO	SMALL PARTS - SAW BLA	1,146.23
	04/22/2025	955					2503	QUALITROL COMPAN	CORD FOR SUDDEN PRES	360.40
	05/12/2025	955					2503	TACOMA SCREW PRO	SMALL PARTS - dymo heat	2,022.87
	05/13/2025	955					2503	HOMEDEPOT.COM	Tool batteries	433.02
	04/24/2025	955					2503	KIE SUPPLY - KENNE	ELEC. PARTS - PVC CONN	180.00
	04/29/2025	955					2503	KIE SUPPLY - KENNE	ELEC. PARTS- pvc connecto	279.12
Total for Tran-1234:										6,526.42

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1235	04/22/2025	963	Credit Card	11 - Finance & Business Serv	1091	BLACKWELL, LURII	1091	NWPPA	Herrington - NWPPA Acct &	950.00
	04/22/2025	963					1091	NWPPA	Zirker - NWPPA Acct & Fin	950.00
	04/28/2025	963					1091	CITY OF KENNEWICK	Police Report	6.62
	05/13/2025	963					1091	THE CITY OF PROSSER	Police Report	3.80
	05/05/2025	963					1091	ROUND TABLE PIZZA	Round Table Pizza for Financ	138.11
	05/12/2025	963					1091	ASSN *ORDER	Membership AICPA - Zirker	355.00
	04/23/2025	963					1091	NWPPA	Meyer-Accounting & Finance	950.00
	05/08/2025	963					1091	CITY OF KENNEWICK	Records Request Fees	17.69
	04/22/2025	963					1091	CITY OF KENNEWICK	Police Report	6.62
	04/15/2025	963					1091	TOWN AND COUNTRY	Advertising for Memorial Da	83.00
	05/14/2025	963					1091	AMAZON MKTPL*NW	2025 Wall Calendar	17.46
	04/30/2025	963					1091	ODP BUS SOL LLC # 10	Office Supplies	64.35
	04/23/2025	963					1091	ODP BUS SOL LLC # 10	Refund of Office Depot Shipp	-10.87
	04/23/2025	963					1091	NWPPA	Meyer NWPPA Annual Meeti	1,175.00
	04/22/2025	963					1091	WASHINGTON SOCIET	Herrington-WSCPA Members	350.00
Total for Tran-1235:										5,056.78

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1236	04/22/2025	966	Credit Card	TRAV - Travel Card	1017	NEWELL, PAULA A	1017	AGENT FEE 027723497	Agent Fee - Meyer NWPPA	37.00
	04/30/2025	966					1017	UNITED 0167235281	Herrington - NISC MIC Conf	628.37
	04/30/2025	966					1017	UNITED 0167234976	Cobb - NISC MIC Conf Airfa	628.37
	04/29/2025	966					1017	AGENT FEE 016723497	Agent Fee - Nielsen NISC MI	37.00
	05/13/2025	966					1017	AGENT FEE 027723528	Agent Fee - Norton Witness T	37.00
	04/25/2025	966					1017	BEST WESTERN BATT	Welch - 3rd Yr Apprentice Sc	354.76
	04/29/2025	966					1017	AGENT FEE 016723497	Agent Fee - Maki NISC MIC	37.00
	04/29/2025	966					1017	UNITED 0167234976	Ness - NISC MIC Conf Airfar	628.37
	04/29/2025	966					1017	UNITED 0167234976	Wassing - NISC MIC Conf Ai	628.37
	04/24/2025	966					1017	AGENT FEE 027723497	Agent Fee - Homer UTC Tele	37.00
	04/24/2025	966					1017	AGENT FEE 027723497	Agent Fee - Holbrook UTC T	37.00
	04/26/2025	966					1017	LODGE WHITEFISH	Crum - Annual IT Conference	198.75
	04/18/2025	966					1017	ENTERPRISE RENT-A-	Dunn - Flathead Electric Mtg	102.58
	04/24/2025	966					1017	ALASKA AIR 02772349	Folta - UTC Telecom & Tech	326.60
	05/02/2025	966					1017	ENTERPRISE RENT-A-	Vosahlo - Alden Conf Car Re	156.07
	04/29/2025	966					1017	MHR LNG BECH DWN	Homer - UTC Telecom & Tec	647.68
	04/29/2025	966					1017	NISC MIC	Herrington - NISC MIC Conf	1,195.00
	04/18/2025	966					1017	THE DAVENPORT GRA	Ness - NWPPA E&O Conf H	471.48
	05/13/2025	966					1017	ALASKA AIR 02772352	Rabben - Witness Testing Air	728.00
	04/30/2025	966					1017	AGENT FEE 016723528	Agent Fee - Herrington NISC	37.00
	04/30/2025	966					1017	ENTERPRISE RENT-A-	Crum - IT Conf Car Rental	102.58
	04/16/2025	966					1017	DOUBLETREE HOTELS	Isakson - NWPPA E&O Conf	212.40
	04/22/2025	966					1017	ENTERPRISE RENT-A-	Ciarlo - Security Workshop C	59.84
	04/22/2025	966					1017	ALASKA AIR 02772349	Meyer - NWPPA Annual Mtg	416.00
	05/13/2025	966					1017	AGENT FEE 027723528	Agent Fee - Rabben Witness	37.00
	04/29/2025	966					1017	UNITED 0167234976	Holsten - NISC MIC Conf Air	628.37
	04/29/2025	966					1017	MHR LNG BECH DWN	Folta - UTC Telecom & Tech	647.68
	04/22/2025	966					1017	ALASKA AIR 02772349	Meyer - NWPPA Annual Mtg	183.00
	04/29/2025	966					1017	AGENT FEE 016723497	Agent Fee - Ness NISC MIC	37.00
	04/29/2025	966					1017	AGENT FEE 016723497	Agent Fee - Holsten NISC MI	37.00
	05/13/2025	966					1017	ALASKA AIR 02772352	Norton - Witness Testing Airf	728.00
	04/24/2025	966					1017	AGENT FEE 027723497	Agent Fee - Folta UTC Telec	37.00
	04/18/2025	966					1017	SPRINGHILL SUITES	Dunn - Flathead Electric Mtg	286.84
	04/30/2025	966					1017	NISC MIC	Cobb - NISC MIC Registratio	1,195.00
	04/22/2025	966					1017	AGENT FEE 027723497	Agent Fee - Meyer NWPPA	37.00

59

06/12/2025 12:45:01 PM

ACCOUNTS PAYABLE

CC/E-PAYMENT CHARGES

Page 48


ALL

CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
	04/24/2025	966					1017	ALASKA AIR 02772349	Homer - UTC Telecom & Tec	326.60
	04/17/2025	966					1017	THE DAVENPORT GRA	Everson - NWPPA E&O Con	444.18
	04/29/2025	966					1017	AGENT FEE 016723497	Agent Fee - Wassing NISC M	37.00
	04/16/2025	966					1017	HAMPTON INNS	Ciarlo - Security Workshop H	385.35
	04/16/2025	966					1017	DOUBLETREE HOTELS	Garner - NWPPA E&O Conf	212.40
	04/24/2025	966					1017	ALASKA AIR 02772349	Holbrook -UTC Telecom & T	326.60
	04/30/2025	966					1017	AGENT FEE 016723497	Agent Fee - Cobb NISC MIC	37.00
	04/17/2025	966					1017	DOUBLETREE HOTELS	Davis - NWPPA E&O Conf	424.80
	04/29/2025	966					1017	UNITED 0167234976	Maki - NISC MIC Conf Airfa	478.37
	04/17/2025	966					1017	ENTERPRISE RENT-A-	Ciarlo -Security Workshop Ca	382.33
	04/29/2025	966					1017	MHR LNG BECH DWN	Holbrook - UTC Telecom &	647.68
	04/17/2025	966					1017	THE DAVENPORT GRA	Berven - NWPPA E&O Conf	481.28
	04/29/2025	966					1017	UNITED 0167234976	Nielsen - NISC MIC Conf Air	628.37
Total for Tran-1236:										16,410.07
Total Charges for CC/E-Payment Vendor - 3098: (19)										112,534.46
Total Voids for CC/E-Payment Vendor - 3098: (0)										0.00
Total for CC/E-Payment Vendor - 3098: (19)										112,534.46
Grand Total for Charges: (19)										112,534.46
Grand Total for Voids: (0)										0.00
Grand Total:(19)										\$ 112,534.46



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Resolution No. 2698, Amending the Merit-Based Salary Administration Plan	
Authored by:	Karen Dunlap	Staff Preparing Item
Presenter:	N/A	Staff Presenting Item (if applicable or N/A)
Approved by:	Jon Meyer	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to approve Resolution No. 2698, Amending the Merit-Based Salary Administration Plan.

Background/Summary

In accordance with Resolution No. 2467, the General Manager will submit to the Commission for approval all modifications to the Salary Administration Plan (SAP). The SAP is periodically modified to ensure the District's structure meets business objectives and that compensation remains competitive. The latest update to the SAP occurred on March 25, 2025 with Resolution No. 2692 that amended the SAP salary ranges.

The General Manager desires to modify certain components of the SAP in accordance with the guidelines set forth in Resolution 2467. The attached proposed amendment to the SAP includes new and removed position titles which would take effect June 24, 2025.

Recommendation

Recommend the Commission adopt Resolution No. 2698, Amending the Merit-Based Salary Administration Plan. The attached resolution will supersede Resolution No. 2692.

Fiscal Impact

Proposed changes will not have a material impact on the 2025 labor budget.

RESOLUTION NO. 2698

June 24, 2025

A RESOLUTION AMENDING THE MERIT-BASED SALARY ADMINISTRATION PLAN

WHEREAS, The Commission of Public Utility District No. 1 of Benton County authorized the Total Compensation Philosophy Statement by Resolution No. 2467 on July 24, 2018; AND

WHEREAS, Resolution No. 2467 directed the General Manager to seek Commission approval for all modifications to the Salary Administration Plan (SAP) or Total Compensation Philosophy Statement, AND

WHEREAS, The Commission authorized the General Manager in Resolution 2467, on behalf of the District, to administer a performance evaluation and merit pay program for employees of the District, excluding the General Manager, who are not represented under the Collective Bargaining Agreement, according to the limitations within the Salary Administration Plan which specifies authorized position classifications and salary ranges for position classifications; AND

WHEREAS, The District desires to attract and retain qualified employees to fill authorized positions of the District; AND

WHEREAS, The District desires to reward employee performance results and appropriate behavior with competitive wages; AND

WHEREAS, A compensation analysis of the District's Salary Administration Plan for non-represented position classifications was recently conducted; AND

WHEREAS, Resolution No. 2692 amended the SAP effective March 25, 2025 AND

WHEREAS, The General Manager desires to modify certain components of the SAP in accordance with the guidelines set forth in Resolution No. 2467.

NOW, THEREFORE BE IT HEREBY RESOLVED That the Commission of Public Utility District No. 1 of Benton County adopts the attached revised Salary Administration Plan effective June 24, 2025 and continuing.

This Resolution supersedes Resolution No. 2692 amending the SAP effective March 25, 2025.

APPROVED AND ADOPTED by the Commission of Public Utility District No. 1 of Benton County, Washington, at an open public meeting as required by law this 24th day of June 2025.

Jeffrey D. Hall, President

ATTEST:

Michael Massey, Secretary

Salary Administration Plan

Effective ~~June 24,~~ March-25, 2025 and Continuing

Grade	Position Titles	Minimum Base Pay 84% of Midpoint	Midpoint	Maximum Base Pay 120% of midpoint
1	No positions currently in this grade	\$53,424	\$63,600	\$76,320
2	Administrative Assistant I Financial Specialist I Human Resources Coordinator I IT Support Specialist I Payroll Specialist I	\$58,766	\$69,960	\$83,952
3	Administrative Assistant II Communications Specialist I Energy Efficiency Advisor I Financial Specialist II Human Resources Coordinator II IT Support Specialist II Payroll Specialist II Procurement Specialist I	\$64,643	\$76,956	\$92,347
4	Applications Analyst I Business Analyst I Business Intelligence Analyst I Customer Service Programs Specialist I Energy Efficiency Advisor II Energy Programs Analyst I Financial Analyst I HR Generalist I IT System Administrator I Payroll Administrator Procurement Specialist II Records Program Administrator I	\$71,108	\$84,652	\$101,582
5	Clerk of the Board / Executive Assistant Communications Specialist II Customer Service Programs Specialist II Data Engineer I Electrical Engineer I Energy Efficiency Advisor III Energy Programs Analyst II Executive Assistant to Assistant General Manager Executive Assistant to General Manager HR Generalist II Records Program Administrator II	\$78,218	\$93,117	\$111,740
6	Applications Analyst II Business Analyst II Business Intelligence Analyst II Customer Service Programs Specialist III Financial Analyst II IT System Administrator II Power & Energy Programs Analyst II Procurement Administrator Senior Clerk of the Board / Executive Assistant Supervisor of Customer Service Supervisor of Energy Efficiency	\$86,040	\$102,429	\$122,915

Salary Administration Plan				
Effective June 24, March-25, 2025 and Continuing				
Grade	Position Titles	Minimum Base Pay 84% of Midpoint	Midpoint	Maximum Base Pay 120% of midpoint
7	Business Analyst III Cyber Security Engineer II Data Engineer II Distribution Designer Electrical Engineer II Financial Analyst III HR Generalist III IT Network Engineer II IT System Administrator III OT Network Engineer II Power & Energy Programs Analyst III Senior Communications Specialist Supervisor of Executive Administration /Clerk of the Board	\$94,644	\$112,672	\$135,206
8	Applications Analyst III Business Intelligence Analyst III Manager of Prosser Branch Manager of Warehouse and Facilities Physical Security Coordinator II Senior Distribution Designer Supervisor of Customer Engineering Utility Tree Coordinator	\$104,109	\$123,939	\$148,727
9	Cyber Security Engineer III Data Engineer III Electrical Engineer III IT Network Engineer III IT Systems Engineer Manager of Government and Community Relations Manager of Communications and Customer Engagement Manager of Customer Service Manager of Procurement OT Network Engineer III Physical Security Coordinator III Superintendent of Support Services Supervisor of Accounting Supervisor of Distribution Design Supervisor of Risk Management & Treasury Operations Utility Safety Manager	\$114,520	\$136,333	\$163,600
10	Manager of Accounting Manager of Conservation & Renewable Energy Programs Manager of Human Resources Manager of Risk Management & Treasury Operations Senior Engineer Supervisor of Business Applications Supervisor of Data & Analytics Supervisor of IT Infrastructure Supervisor of System Engineering	\$122,536	\$145,876	\$175,051

Salary Administration Plan

Effective ~~June 24,~~ March 25, 2025 and Continuing

Grade	Position Titles	Minimum Base Pay 84% of Midpoint	Midpoint	Maximum Base Pay 120% of midpoint
11	Assistant Superintendent of Transmission & Distribution Manager of Business Applications Manager of Data & Analytics Manager of IT Infrastructure Superintendent of Operations	\$131,113	\$156,087	\$187,304
12	Director of Customer Programs & Service Director of Executive Administration (3) Manager of System Engineering Senior Manager of Applied Technology Superintendent of Transmission & Distribution	\$140,291	\$167,013	\$200,416
13	Director of Engineering (1) Director of Customer Service & Treasury Operations Director of Finance & Business Services (3) Director of IT & Broadband Services Director of Operations (1) Director of Power Management	\$161,335	\$192,065	\$230,478
14	Assistant General Manager (2) Senior Director of Engineering & Operations (1) (2) Senior Director of Finance and Executive Administration (3)	\$185,535	\$220,875	\$265,050

Administration of Salary Plan:

1. Employees in Grades 1 - 12 may receive base pay increases to the maximum of 120% of the midpoint of the salary grade.
 2. Employees in Grade 13 are limited as follows: Employee's base salary (excluding duty supervisor compensation) cannot exceed 90% of the General Manager's base salary.
 3. Employees in Grade 14 are limited as follows: Employee's base salary (excluding duty supervisor compensation) cannot exceed 95% of the General Manager's base salary.
 4. Temporary title and corresponding pay may be granted to the Administrative Assistant of the director assigned to an AGM support role when position qualifications are met; if/when AGM role is removed or transferred, this title and additional pay may be removed from person temporarily assigned to the support role.
 5. Employees who exceed the salary range as identified in 1, 2, and 3 above are not eligible to receive base pay increases. In certain situations, such as a reclassification of a job title to a different grade, the General Manager may authorize base pay above the maximum salary range. Employees who exceed the salary range will have his/her salary red circled and will not be eligible for a base salary increase until the salary structure is adjusted and his/her salary is again within the range of the salary grade.
- (1) Currently the Senior Director of Engineering & Operations also fills the Director of Engineering and Director of Operations positions.
- (2) Currently the Senior Director of Engineering and Operations also fills the Assistant General Manager position.
- (3) Currently the Senior Director of Finance and Executive Administration also fills the Director of Finance & Business Services and Director of Executive Administration positions.

Salary Administration Plan
Effective June 24, 2025 and Continuing

Grade	Position Titles	Minimum Base Pay 84% of Midpoint	Midpoint	Maximum Base Pay 120% of midpoint
1	No positions currently in this grade	\$53,424	\$63,600	\$76,320
2	Administrative Assistant I Financial Specialist I Human Resources Coordinator I IT Support Specialist I Payroll Specialist I	\$58,766	\$69,960	\$83,952
3	Administrative Assistant II Communications Specialist I Energy Efficiency Advisor I Financial Specialist II Human Resources Coordinator II IT Support Specialist II Payroll Specialist II Procurement Specialist I	\$64,643	\$76,956	\$92,347
4	Applications Analyst I Business Analyst I Business Intelligence Analyst I Customer Service Programs Specialist I Energy Efficiency Advisor II Energy Programs Analyst I Financial Analyst I HR Generalist I IT System Administrator I Payroll Administrator Procurement Specialist II Records Program Administrator I	\$71,108	\$84,652	\$101,582
5	Clerk of the Board / Executive Assistant Communications Specialist II Customer Service Programs Specialist II Data Engineer I Electrical Engineer I Energy Efficiency Advisor III Energy Programs Analyst II Executive Assistant to Assistant General Manager Executive Assistant to General Manager HR Generalist II Records Program Administrator II	\$78,218	\$93,117	\$111,740
6	Applications Analyst II Business Analyst II Business Intelligence Analyst II Customer Service Programs Specialist III Financial Analyst II IT System Administrator II Power & Energy Programs Analyst II Procurement Administrator Senior Clerk of the Board / Executive Assistant Supervisor of Customer Service Supervisor of Energy Efficiency	\$86,040	\$102,429	\$122,915


Salary Administration Plan
Effective June 24, 2025 and Continuing

Grade	Position Titles	Minimum Base Pay 84% of Midpoint	Midpoint	Maximum Base Pay 120% of midpoint
7		\$94,644	\$112,672	\$135,206
	Business Analyst III			
	Cyber Security Engineer II			
	Data Engineer II			
	Distribution Designer			
	Electrical Engineer II			
	Financial Analyst III			
	HR Generalist III			
	IT Network Engineer II			
	IT System Administrator III			
	OT Network Engineer II			
	Power & Energy Programs Analyst III			
	Senior Communications Specialist			
	Supervisor of Executive Administration /Clerk of the Board			
8		\$104,109	\$123,939	\$148,727
	Applications Analyst III			
	Business Intelligence Analyst III			
	Manager of Prosser Branch			
	Manager of Warehouse and Facilities			
	Physical Security Coordinator II			
	Senior Distribution Designer			
	Supervisor of Customer Engineering			
	Utility Tree Coordinator			
9		\$114,520	\$136,333	\$163,600
	Cyber Security Engineer III			
	Data Engineer III			
	Electrical Engineer III			
	IT Network Engineer III			
	IT Systems Engineer			
	Manager of Government and Community Relations			
	Manager of Communications and Customer Engagement			
	Manager of Customer Service			
	Manager of Procurement			
	OT Network Engineer III			
	Physical Security Coordinator III			
	Supervisor of Accounting			
	Supervisor of Distribution Design			
	Supervisor of Risk Management & Treasury Operations			
	Utility Safety Manager			
10		\$122,536	\$145,876	\$175,051
	Manager of Accounting			
	Manager of Conservation & Renewable Energy Programs			
	Manager of Human Resources			
	Manager of Risk Management & Treasury Operations			
	Senior Engineer			
	Supervisor of Business Applications			
	Supervisor of Data & Analytics			
	Supervisor of IT Infrastructure			
	Supervisor of System Engineering			

Salary Administration Plan				
Effective June 24, 2025 and Continuing				
Grade	Position Titles	Minimum Base Pay 84% of Midpoint	Midpoint	Maximum Base Pay 120% of midpoint
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12	Director of Customer Programs & Service Director of Executive Administration (3) Manager of System Engineering Senior Manager of Applied Technology Superintendent of Transmission & Distribution	\$140,291	\$167,013	\$200,416
13	Director of Engineering (1) Director of Customer Service & Treasury Operations Director of Finance & Business Services (3) Director of IT & Broadband Services Director of Operations (1) Director of Power Management	\$161,335	\$192,065	\$230,478
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3. Employees in Grade 14 are limited as follows: Employee's base salary (excluding duty supervisor compensation) cannot exceed 95% of the General Manager's base salary.	
4. Temporary title and corresponding pay may be granted to the Administrative Assistant of the director assigned to an AGM support role when position qualifications are met; if/when AGM role is removed or transferred, this title and additional pay may be removed from person temporarily assigned to the support role.	
5. Employees who exceed the salary range as identified in 1, 2, and 3 above are not eligible to receive base pay increases. In certain situations, such as a reclassification of a job title to a different grade, the General Manager may authorize base pay above the maximum salary range. Employees who exceed the salary range will have his/her salary red circled and will not be eligible for a base salary increase until the salary structure is adjusted and his/her salary is again within the range of the salary grade.	
(1) Currently the Senior Director of Engineering & Operations also fills the Director of Engineering and Director of Operations positions.	
(2) Currently the Senior Director of Engineering and Operations also fills the Assistant General Manager position.	
(3) Currently the Senior Director of Finance and Executive Administration also fills the Director of Finance & Business Services and Director of Executive Administration positions.	

COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	WO 711078 – Hedges 115kV Metering Point – WO Approval	
Authored by:	Kirsten Norton	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to approve Work Order #711078 for the construction of a new 115kV metering point at Hedges Substation with estimated amount of \$293,740.

Background/Summary

With the completion of the new Spaw-Phillips Transmission project a transmission loop is now available between BPA Franklin Substation and BPA McNary Substation. The normal configuration of the line includes Hedges, Chevron and Phillips Substation fed from BPA Franklin Substation source and H2F1, Berrian, Irrigro, and Spaw Substations fed from BPA McNary Substation source. This normal configuration includes an open switch South of Phillips substation.

The substations fed from the BPA McNary source under the normal configuration are not individually metered by BPA. Instead, BPA utilizes a District provided 115kV metering point to capture usage. The substations fed from the BPA Franklin source are individually metered by BPA.

The new 115kV metering point at Hedges Substation is necessary for Bonneville Power Administration to accurately revenue meter all District substations between the Franklin source and McNary source regardless of the transmission line configuration. With this metering point in place, obsolete BPA metering equipment in Hedges, Phillips and Chevron substations will be removed. This metering point will also remove any need for load estimation by BPA for line configurations that could include combinations of metered and unmetered substations.

This project also requires the modification of the Hedges Substation site. Modifications include extending the substation boundary roughly 40 feet North and grading, ground grid, conduit, fence, and SCADA modifications.

Recommendation

Approval of work order 711078 will benefit both BPA and the District by simplifying the billing process when unmetered loads South of Phillips Substation are energized from the Finley area and enable the retirement of aging BPA metering infrastructure in Chevron, Hedges, and Phillips substations.

Fiscal Impact

The 2025 budget includes \$196,972 for this project. The estimated project cost is \$293,740, a budget amendment will be required. \$153,702 will be reimbursed over a period of not more than 20 years to the district via the BPA's Transmission Credit mechanism.

Projects to be Presented at the Benton PUD

Commission Meeting On

June 24th, 2025

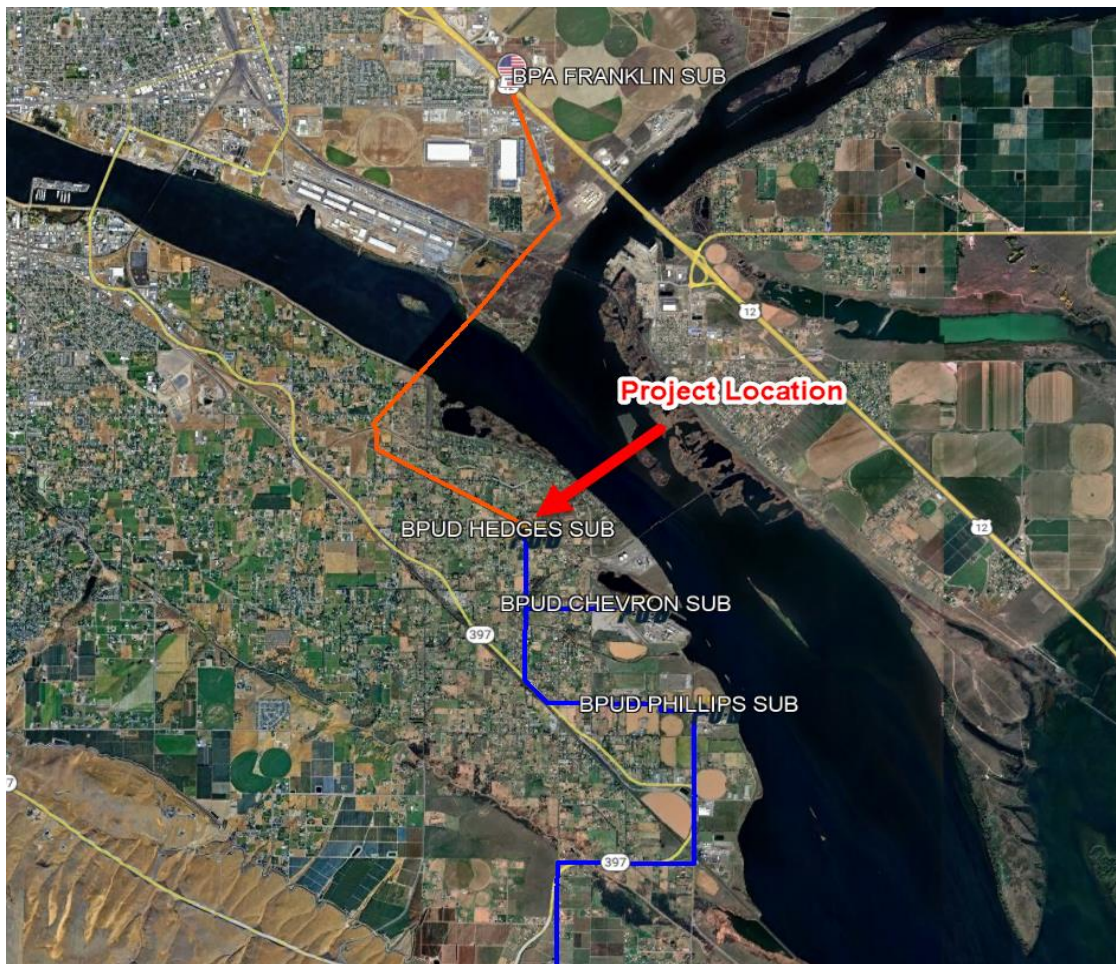
Project Name: Hedges 115kV Metering Point

WO#:711078

Location: 200200 E. Perkins Rd, Kennewick, WA 99336


Justification: Simplify the billing process when unmetered loads south of Phillips substation are energized from the Finley area and enable the retirement of aging BPA metering infrastructure in Chevron, Hedges, and Phillips substations.

Location Map





COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Work Order 741981 – Babs Meadows Subdivision	
Authored by:	Chad Brooks	Staff Preparing Item
Presenter:	Michelle Ness	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion approving work order 741981 for the installation of underground primary electric facilities to serve the Babs Meadows Subdivision on Babs Ave in Benton City, WA. The estimated project cost is \$128,203.94.

Background/Summary

Developer requested underground electric facilities necessary to serve 46 lots in the Babs Meadows Subdivision. The construction of underground electric facilities is necessary for developer to develop land into lots and build homes.

Recommendation

Approval of work order 741981 will authorize the construction of underground electric facilities necessary to serve 46 lots and meet the initial request for electric service by the developer of the Babs Meadows Subdivision.

Fiscal Impact

The estimated project cost is \$128,203.94. The developer contribution in aid to construction (CIAC) is \$120,713.52. The District line extension credit for transformer expenses is \$2,573.30. The District will cover all travel expenses of \$4,917.12.

Projects to be Presented at the Benton PUD

Commission Meeting On

June 24th, 2025

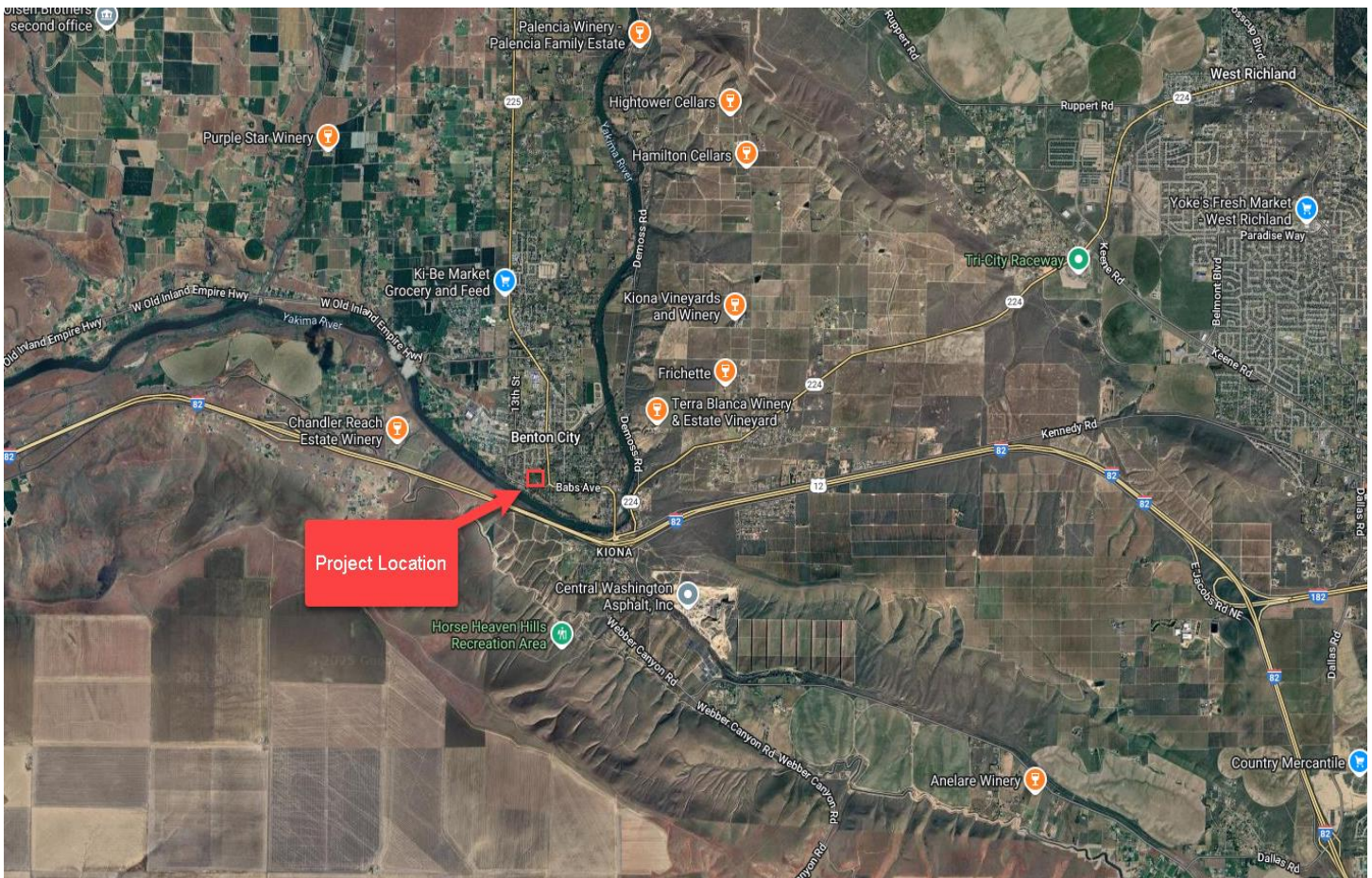
Project Name: Babs Meadows Subdivision

WO#: 741981


Location: On Babs Ave, West of SR225/Horne Rd in Benton City.

Justification: Developer request to develop land and install power facilities.

Location Map



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24 th , 2025	
Subject:	Quit Claim – Parcel 1-0189-4BP-5730-002	
Authored by:	Angela Richman	Staff Preparing Item
Presenter:	Michelle Ness	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to approve Quit Claim of a portion of easement 1987-017142 on parcel 1-0189-4BP-5730-002 by request of the developer.

Background/Summary

The easement recorded October 30th, 1987, under Auditor's File Number 1987-017142 was recorded to provide the District with a right-of-way power easement on this parcel. An updated surveyed easement with a centerline description has been recorded under Auditor's File Number 2025-003537.

Recommendation

The Developer is expanding the footprint of the building and thus needs to extend the building into an existing easement. The Developer is relocating the easement route to accommodate the building expansion. A new easement with centerline description will replace this vacated portion of the original easement 1987-017142. District's interest in this portion of the easement no longer exists. Approving this motion will satisfy the request of the developer to relocate the section of easement where the building expansion is taking place, leaving a specifically described centerline easement along the new alignment on the property.

Fiscal Impact

The developer will pay the \$303.00 recording fee for the Quit Claim in accordance with District policy, resulting in no net fiscal impact to Benton PUD.

Projects to be Presented at the Benton PUD

Commission Meeting On

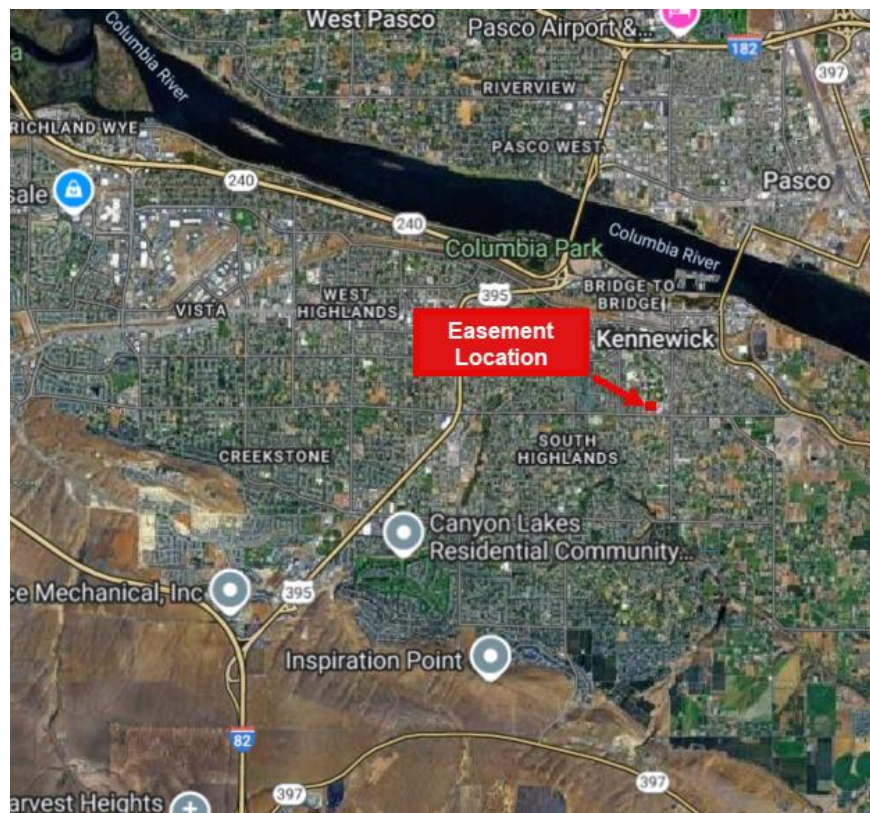
June 24th, 2025

Project Name: Quit Claim – Parcel 1-0189-4BP-5730-002 **WO#:** 700571

Location: 900 S Auburn St.

Justification: The Developer is expanding the footprint of the building and thus needs to extend the building into an existing easement. The Developer is relocating the easement route to accommodate the building extension. A new easement with centerline description has been recorded under Auditor's File Number 2025-003537 replacing this vacated portion of the original easement 1987-017142.

Location Map



Return To: Benton P.U.D.
PO Box 6270
Kennewick, WA 99336

QUIT CLAIM DEED

The Grantor: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON for and in consideration of Mutual Covenants and Other Valuable Consideration, conveys and quit claims to OWNERS OF RECORD, the following described real estate, situated in the County of Benton, State of Washington:

Assessor's Property Tax Parcel Acct. #: 1-0189-4BP-5730-002

DESCRIPTION:

A vacation of a portion of that certain 10.00-foot-wide Benton County Public Utility District No. 1 utility easement as described in that easement documents recorded under Auditor's File No. 1987-071742, lying in a portion of the Benton County parcel, Binding Site Plan 5730, Lot 2, recorded in Volume 1 of Surveys, page 5730, Records of Benton County, Washington, located in a portion of the southeast quarter of the southeast quarter of Section 1, Township 8 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, more particularly described as follows:

Beginning at the Southeast corner of Section 1, Township 8 North, Range 29 East, W.M.; Thence, North 88°27'30" West along the centerline of West 10th Avenue a distance of 760.55 feet; Thence, North 00°22'00" East a distance of 30.00 feet to the **TRUE POINT OF BEGINNING** of the easement to be vacated;

Thence, continuing North 00°22'00" East a distance of 185.73 feet and the end of the easement vacation description.

Dated this ____ day of _____, 20__

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON

BY: _____
President

ATTEST: _____
Secretary

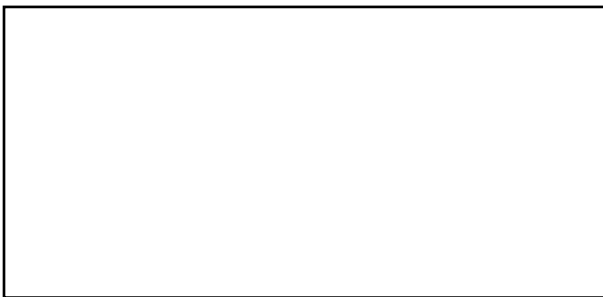
ACKNOWLEDGEMENT OF CORPORATION

STATE OF WASHINGTON

County of _____ } ss.

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, certify that I know or have satisfactory evidence that _____ and _____ known to me to be the President and Secretary of the Commission of *Public Utility District No. 1 of Benton County* and said person(s) acknowledged that he/they signed this instrument as his/their free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.




Notary Signature _____

My Commission Expires _____

NOTARY SEAL-Recordable Document, please follow RCW 65.04



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Jobs Report for Commission	
Authored by:	Anna Hightower	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input checked="" type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Approve Contract	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

None.

Background/Summary

District Resolution No. 1607 authorizes the General Manager to approve construction and maintenance work orders up to \$100,000.

The attached summary table (Jobs Report) provides a list of work orders with an estimated cost of less than \$100,000. The Jobs Report is presented generally once a month to the Commission for the purpose of maintaining open communications and accountability for projects of significant value; generally, over \$15,000. The report is intended for information only with no Commission action being requested.

The attached Jobs Report provides a summary of work orders of significant value up to the \$100,000 limit authorized for approval by the General Manager.

Recommendation

Report only.

Fiscal Impact

Report only.



**Engineering Department
MEMO**

To: Steve Hunter
From: Anna Hightower
Re: **Jobs Report to Commission**

Jobs Report for 5/27/2025 Commission Meeting							
Job No.	Name	Location	Description	Designer	Estimated Job Cost	Reimb/Aid to Const.; Includes Salvage	Net Cost to BPUD
728701	BPUD	Highland Dr & Eastgate Dr	Reconductor with 1/0 for 6 spans	SME	\$58,574.37	\$0.00	\$58,574.37
729863	BPUD	W 10th Ave & S Huntington St	Replace injected direct buried cable.	JWV	\$90,740.21	\$0.00	\$90,740.21
730681	BPUD	W 9 th Ave & S Ely St	Replace injected direct buried cable.	JWV	\$26,276.61	\$0.00	\$26,276.61
731953	A1 Pearl Dev Group	Grandridge Blvd & Crosswind Blvd	Extending three phase power to serve 5 story hotel and tie feeders together for system reliability.	TMG	\$63,419.92	\$40,864.63	\$22,555.29 (1)
741354	BPUD	7806 W 12 th Ave	Relocate existing overhead power to underground due to limited accessibility.	TMG	\$21,727.69	\$0.00	\$21,727.69
724787	BPUD	Highland Dr	Reconductor between position 4 & 5 across SR 22	SME	\$30,361.37	\$0.00	\$30,361.37
734201	Port of Kennewick	6762 W Deschutes Ave	Three phase line extension to serve 4 business'.	TMG	\$18,041.00	\$16,942.84	\$1,098.16 (2)


712098	Big D's Construction	109 Oak St	Primary Line Recondutor/Extension for future rock crusher	ALR	\$59,355.91	\$42,624.96	\$16,730.95 (3)
740411	Brian Krumland	101403 E 973 PR SE	Upgrade 1ph to 3ph and an underground line extension for a 30HP	CMB	\$29,691.96	\$26,774.47	\$2,917.49 (4)
713829	Kennewick Housing Authority	E 13 th Ave	10 buildings to include 58 dwelling units, community building, and maintenance building	ALR	\$85,771.68	\$71,739.64	\$14,032.04 (5)
742358	BPUD	CCB & Quinault Ave	This job is rebuild/re-design the routing of the existing Feeder Tie V6/V7	JWV	\$31,611.96	\$0.00	\$31,611.96
734277	Columbia Golf Company	3700 W Canyon Lakes Dr	Bring power to 2 new services and re-route the current club house and golf cart building.	ALR	\$23,623.23	\$22,525.07	\$1,098.16 (6)
739590	Three Rivers Acquisitions LLC	1864 E 7 th Ave	Extending existing 3 phase line to service 4 commercial lots.	ALR	\$20,499.48	\$19,203.38	\$1,296.10 (7)
740612	Agri NorthWest	East McNary Shed #7	Three phase line extension to bring power to Shed #7	ALR	\$44,343.66	\$42,741.18	\$1,602.48 (8)
739708	BPUD	W Clearwater Ave & N Volland St	Joint Use – NESC Compliance One Touch project	JWV	\$43,445.21	\$38,385.22	\$5,059.99 (9)
742658	BPUD	S Gerards Rd	Replace injected direct buried cable.	ALR	\$31,904.75	\$0.00	\$31,904.75
734339	Kellen Adcock	3312 W 7 th Ave	Single phase line extension for two 4-plex unit, removal of primary pole out of the right of way and reroute of secondary service.	TMG	\$29,705.67	\$18,533.69	\$11,171.98 (10)

- (1) 731953 – District Cost (\$22,555.29) includes the labor to install 1 – 3phase 750 kVA transformer, fiber conduit, additional electric facilities to tie feeders together for system reliability and travel time.
- (2) 734201 – District Cost (\$16,942.84) includes the labor to install 1 – 3phase 300 kVA 208/120 underground transformer and travel time.

- (3) 712098 – District Cost (\$16,730.95) includes the labor to install 1 – single phase 25 kVA 240/120 underground transformer, replace aged poles, upgrade overhead wire for future upgrades for BPUD and travel time.
- (4) 740411 – District Cost (\$2,917.49) includes the labor to install 3-ph J-box & 45kva 480/277 underground transformer for 3-phase 30HP pump and travel time.
- (5) 713829 – District Cost (\$14,032.04) includes the labor to install 5 - 3 phase transformers – 3-150 kVA 208/120 underground, 1-300 kVA 208/120 underground, 1 45 kVA 208/120 underground, travel time and Housing Authority credit per policy.
- (6) 734277 – District Cost (\$1,098.16) includes 1 – 3phase 500 kVA 208/120 underground transformer and travel time.
- (7) 739590 – District Cost (\$1,296.10) includes 2 – single phase 37 kVA 120/240 overhead transformers and travel time.
- (8) 740612 – District Cost (\$1,602.48) includes 1 – 3phase 300 kVA 480/277 underground transformer and travel time.
- (9) 739708 – District Cost (\$5,059.99) is the PUD's portion of the compliance corrections.
- (10) 734339 – District Cost (\$11,171.98) includes the labor to install 3 transformers; 1-15 kVA and 1 25kVA, replace aged pole, modify overhead primary in order to remove pole out of the right of way and travel time.



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	2025 Meter Exchange Project – Surplus of Equipment Resolution 2699	
Authored by:	Duane Szendre	Staff Preparing Item
Presenter:	Michelle Ochweri	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to adopt Resolution No. 2699 declaring certain meters surplus to District needs according to the laws of the State of Washington, Title 54, RCW 54.16.180, and authorizing the general Manager, on behalf of the District to dispose of the meters exchanged during 2025 Meter Exchange Project.

Background/Summary

Periodically, the District surpluses equipment that has become obsolete and provides no additional value in the operation or maintenance of the District's electrical system.

The meters itemized on the attached document are from the 2025 Meter Exchange Project and are no longer necessary, material to, or useful in the District's operation.

Recommendation

I recommend that we dispose of the meters that have completed their life cycle.

Fiscal Impact

N/A

RESOLUTION NO. 2699

June 24, 2025

A RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS TO DISTRICT NEEDS

WHEREAS, Public Utility District No. 1 of Benton County is desirous of disposing of certain surplus equipment that is unserviceable, obsolete, worn out, unfit, inadequate and/or no longer necessary, material to, and useful in its operations, and

WHEREAS, the laws of the State of Washington, Title 54, Revised Code of Washington, Chapter 54 Section 16.180, provided the necessary authority for the District to dispose of said equipment, Now, Therefore,

BE IT HEREBY RESOLVED, that the Commission of Public Utility District No. 1 of Benton County declare the equipment listed below surplus because it is unserviceable, obsolete, worn out, unfit, inadequate and/or no longer necessary, material to, and useful in the District's operations, and

BE IT FURTHER RESOLVED, that the General Manager is authorized to dispose of this equipment per District policies.

(METERS - AS SHOWN ON ATTACHED LIST)

Jeff D. Hall, President

Attest:

Michael D. Massey, Secretary

Meters Removed in 2025 Meter Exchange			
Meter Number	Form	M/F	Removed Date
107683	2S	SEN	03/31/2025 15:41:19
107689	2S	SEN	03/31/2025 15:51:29
107688	2S	SEN	03/31/2025 15:58:26
108351	2S	SEN	03/31/2025 16:05:46
108352	2S	SEN	03/31/2025 16:16:28
108354	2S	SEN	03/31/2025 16:24:10
102884	2S	SEN	04/01/2025 00:00:00
103049	2S	SEN	04/01/2025 00:00:00
102955	2S	SEN	04/01/2025 00:00:00
110236	2S	SEN	04/01/2025 00:04:59
102954	2S	SEN	04/01/2025 08:15:46
102955	2S	SEN	04/01/2025 08:22:16
102952	2S	SEN	04/01/2025 08:32:51
100161	2S	SEN	04/01/2025 08:37:55
102959	2S	SEN	04/01/2025 08:43:16
102957	2S	SEN	04/01/2025 08:48:17
102958	2S	SEN	04/01/2025 08:55:47
102956	2S	SEN	04/01/2025 09:07:46
102914	2S	SEN	04/01/2025 09:15:22
102913	2S	SEN	04/01/2025 09:22:27
102915	2S	SEN	04/01/2025 09:27:58
102911	2S	SEN	04/01/2025 09:32:13
102910	2S	SEN	04/01/2025 09:37:06
102908	2S	SEN	04/01/2025 09:42:39
102906	2S	SEN	04/01/2025 09:47:56
102907	2S	SEN	04/01/2025 09:52:43
102912	2S	SEN	04/01/2025 10:27:10
102850	2S	SEN	04/01/2025 10:33:40
102904	2S	SEN	04/01/2025 10:39:28
102849	2S	SEN	04/01/2025 10:44:26
102848	2S	SEN	04/01/2025 10:48:38
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103048	2S	SEN	04/01/2025 11:21:50
103050	2S	SEN	04/01/2025 11:27:54
103049	2S	SEN	04/01/2025 11:31:28

102902	2S	SEN	04/01/2025 11:37:48
102900	2S	SEN	04/01/2025 11:46:22
104498	2S	SEN	04/01/2025 12:57:06
104503	2S	SEN	04/01/2025 13:05:35
104502	2S	SEN	04/01/2025 13:12:10
102886	2S	SEN	04/01/2025 13:20:08
102884	2S	SEN	04/01/2025 13:29:45
102885	2S	SEN	04/01/2025 13:34:49
102895	2S	SEN	04/01/2025 13:42:52
102887	2S	SEN	04/01/2025 13:51:17
102892	2S	SEN	04/01/2025 13:59:21
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100930	2S	SEN	04/01/2025 14:16:14
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102953	2S	SEN	04/01/2025 14:57:31
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103041	2S	SEN	04/01/2025 15:18:58
102868	2S	SEN	04/01/2025 15:26:50
102870	2S	SEN	04/01/2025 15:35:03
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102965	2S	SEN	04/01/2025 15:57:18
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102877	2S	SEN	04/02/2025 08:41:24
102798	2S	SEN	04/02/2025 08:46:03
102799	2S	SEN	04/02/2025 08:49:21

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100527	2S	SEN	04/02/2025 09:35:24
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102511	2S	SEN	04/03/2025 13:04:31
102448	2S	SEN	04/03/2025 13:15:50
102450	2S	SEN	04/03/2025 13:21:43
102508	2S	SEN	04/03/2025 13:28:48
102510	2S	SEN	04/03/2025 13:36:49
102500	2S	SEN	04/03/2025 13:43:41
102502	2S	SEN	04/03/2025 13:51:31
102501	2S	SEN	04/03/2025 13:58:40
102503	2S	SEN	04/03/2025 14:05:59
102449	2S	SEN	04/03/2025 14:11:35
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104880	2S	SEN	04/03/2025 14:26:10
104362	2S	SEN	04/03/2025 14:54:54
104363	2S	SEN	04/03/2025 15:04:56
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104228	2S	SEN	04/07/2025 08:38:27
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104268	2S	SEN	04/07/2025 08:50:22
104270	2S	SEN	04/07/2025 08:53:33
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111479	2S	SEN	05/12/2025 16:29:41
107929	2S	SEN	05/13/2025 00:00:00
119515	2S	SEN	05/13/2025 00:00:00
111515	2S	SEN	05/13/2025 07:43:08
111518	2S	SEN	05/13/2025 07:45:55


111504	2S	SEN	05/13/2025 07:50:16
111482	2S	SEN	05/13/2025 07:55:10
111485	2S	SEN	05/13/2025 08:04:29
111486	2S	SEN	05/13/2025 08:09:52
111447	2S	SEN	05/13/2025 08:17:27
111449	2S	SEN	05/13/2025 08:21:35
111492	2S	SEN	05/13/2025 08:42:11
111494	2S	SEN	05/13/2025 08:43:57
111493	2S	SEN	05/13/2025 08:55:04
111366	2S	SEN	05/13/2025 09:09:09
111365	2S	SEN	05/13/2025 09:11:19
111364	2S	SEN	05/13/2025 09:18:38
111363	2S	SEN	05/13/2025 09:20:31
111428	2S	SEN	05/13/2025 09:28:25
111349	2S	SEN	05/13/2025 09:37:32
111383	2S	SEN	05/13/2025 09:43:15
111384	2S	SEN	05/13/2025 09:55:13
111314	2S	SEN	05/13/2025 10:34:32
108162	2S	SEN	05/13/2025 10:52:11
107930	2S	SEN	05/13/2025 11:10:39
107929	2S	SEN	05/13/2025 11:17:39
107920	2S	SEN	05/13/2025 11:22:05
107927	2S	SEN	05/13/2025 11:29:41
107928	2S	SEN	05/13/2025 11:36:22
111169	2S	SEN	05/13/2025 11:51:15
111339	2S	SEN	05/13/2025 12:54:13
111342	2S	SEN	05/13/2025 13:01:46
111520	2S	SEN	05/13/2025 13:13:21
106309	2S	SEN	05/13/2025 13:26:14
103996	2S	SEN	05/13/2025 13:44:03
118843	2S	SEN	05/13/2025 13:50:53
119515	2S	SEN	05/13/2025 13:59:18
101585	2S	SEN	05/13/2025 14:08:15
108346	2S	SEN	05/13/2025 14:19:05
108343	2S	SEN	05/13/2025 14:26:13
107545	2S	SEN	05/13/2025 14:56:48
107546	2S	SEN	05/13/2025 15:04:30
109246	2S	SEN	05/13/2025 15:06:41
107544	2S	SEN	05/13/2025 15:11:46
108123	2S	SEN	05/13/2025 15:23:31
108124	2S	SEN	05/13/2025 15:25:45

108125	2S	SEN	05/13/2025 15:27:41
101382	2S	SEN	05/13/2025 15:29:59
108039	2S	SEN	05/13/2025 15:40:34
108040	2S	SEN	05/13/2025 15:45:11
108041	2S	SEN	05/13/2025 15:49:18
108042	2S	SEN	05/13/2025 15:54:22
107690	2S	SEN	05/13/2025 16:23:47
108349	2S	SEN	05/14/2025 00:00:00
115803	2S	SEN	05/14/2025 00:00:00
118848	2S	SEN	05/14/2025 00:00:00
118766	2S	SEN	05/14/2025 00:00:00
107924	2S	SEN	05/14/2025 00:00:00
108332	2S	SEN	05/14/2025 00:00:00
107513	2S	SEN	05/14/2025 00:00:00
107890	2S	SEN	05/14/2025 00:00:00
115803	2S	SEN	05/14/2025 08:03:42
118717	2S	SEN	05/14/2025 08:08:23
118718	2S	SEN	05/14/2025 08:13:59
111895	2S	SEN	05/14/2025 08:22:02
118716	2S	SEN	05/14/2025 08:30:04
118786	2S	SEN	05/14/2025 08:46:44
118849	2S	SEN	05/14/2025 08:55:35
118848	2S	SEN	05/14/2025 09:01:32
104082	2S	SEN	05/14/2025 09:13:33
118781	2S	SEN	05/14/2025 09:19:33
118782	2S	SEN	05/14/2025 09:25:53
119010	2S	SEN	05/14/2025 09:34:29
119009	2S	SEN	05/14/2025 10:04:30
119013	2S	SEN	05/14/2025 10:14:27
119012	2S	SEN	05/14/2025 10:20:33
119003	2S	SEN	05/14/2025 10:33:59
118766	2S	SEN	05/14/2025 10:41:59
118804	2S	SEN	05/14/2025 10:50:12
119033	2S	SEN	05/14/2025 11:00:53
119035	2S	SEN	05/14/2025 11:19:21
119032	2S	SEN	05/14/2025 11:24:35
100079	2S	SEN	05/14/2025 11:35:51
119029	2S	SEN	05/14/2025 11:48:48
111312	2S	SEN	05/14/2025 13:04:03
107685	2S	SEN	05/14/2025 13:17:57
107686	2S	SEN	05/14/2025 13:18:40

108349	2S	SEN	05/14/2025 13:30:44
108348	2S	SEN	05/14/2025 13:33:07
108335	2S	SEN	05/14/2025 13:38:31
108324	2S	SEN	05/14/2025 13:47:21
108323	2S	SEN	05/14/2025 13:52:12
108338	2S	SEN	05/14/2025 14:01:03
108333	2S	SEN	05/14/2025 14:06:34
104031	2S	SEN	05/14/2025 14:07:16
108334	2S	SEN	05/14/2025 14:12:27
108332	2S	SEN	05/14/2025 14:23:38
108362	2S	SEN	05/14/2025 14:32:51
103960	2S	SEN	05/14/2025 14:37:05
107905	2S	SEN	05/14/2025 15:18:07
107890	2S	SEN	05/14/2025 15:24:00
107925	2S	SEN	05/14/2025 15:27:47
107924	2S	SEN	05/14/2025 15:33:12
107861	2S	SEN	05/14/2025 15:38:57
107513	2S	SEN	05/14/2025 15:49:37
107511	2S	SEN	05/14/2025 15:53:10
107807	2S	SEN	05/14/2025 15:56:25
107808	2S	SEN	05/14/2025 16:01:14
107810	2S	SEN	05/14/2025 16:04:25
107874	2S	SEN	05/15/2025 00:00:00
100971	2S	SEN	05/15/2025 00:00:00
107833	2S	SEN	05/15/2025 00:00:00
118845	2S	SEN	05/15/2025 00:00:00
119001	2S	SEN	05/15/2025 08:12:52
119026	2S	SEN	05/15/2025 08:19:11
118783	2S	SEN	05/15/2025 08:27:31
118927	2S	SEN	05/15/2025 08:34:35
118925	2S	SEN	05/15/2025 08:44:30
118924	2S	SEN	05/15/2025 08:51:30
100971	2S	SEN	05/15/2025 08:57:16
118704	2S	SEN	05/15/2025 09:07:26
118705	2S	SEN	05/15/2025 09:14:08
113920	2S	SEN	05/15/2025 09:22:21
119024	2S	SEN	05/15/2025 09:28:08
118845	2S	SEN	05/15/2025 09:38:40
118847	2S	SEN	05/15/2025 09:43:04
118844	2S	SEN	05/15/2025 10:18:10
118846	2S	SEN	05/15/2025 10:24:40

118921	2S	SEN	05/15/2025 10:29:06
118922	2S	SEN	05/15/2025 10:33:16
107336	2S	SEN	05/15/2025 10:41:45
118923	2S	SEN	05/15/2025 10:48:04
118892	2S	SEN	05/15/2025 10:53:28
118895	2S	SEN	05/15/2025 11:02:30
118899	2S	SEN	05/15/2025 11:10:55
118809	2S	SEN	05/15/2025 11:22:59
118811	2S	SEN	05/15/2025 11:32:38
118810	2S	SEN	05/15/2025 11:47:46
118814	2S	SEN	05/15/2025 13:04:09
118854	2S	SEN	05/15/2025 13:10:36
118855	2S	SEN	05/15/2025 13:14:27
118852	2S	SEN	05/15/2025 13:24:00
118853	2S	SEN	05/15/2025 13:31:21
118815	2S	SEN	05/15/2025 13:36:54
118768	2S	SEN	05/15/2025 13:44:10
118771	2S	SEN	05/15/2025 13:49:49
118769	2S	SEN	05/15/2025 13:57:34
118770	2S	SEN	05/15/2025 14:06:42
118851	2S	SEN	05/15/2025 14:17:21
118685	2S	SEN	05/15/2025 14:35:47
107811	2S	SEN	05/15/2025 15:17:29
107813	2S	SEN	05/15/2025 15:20:53
107833	2S	SEN	05/15/2025 15:26:56
107832	2S	SEN	05/15/2025 15:32:39
107819	2S	SEN	05/15/2025 15:37:48
107822	2S	SEN	05/15/2025 15:40:44
107884	2S	SEN	05/15/2025 15:45:54
107874	2S	SEN	05/15/2025 15:53:01
107873	2S	SEN	05/15/2025 16:03:25

COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract #23-45-38 – Total Quality Air, LLC. – CO#1	
Authored by:	Terry Mapes	Staff Preparing Item
Presenter:	Chris Johnson	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Johnson	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to authorize the General Manager on behalf of the District to sign Change Order #1 of Contract #23-45-38 with total Quality Air, LLC., to increase the not-to-exceed amount by \$50,000.00; bringing the new not-to-exceed amount to \$150,000.00.

Background/Summary

Total Quality Air LLC (Total Quality Air) has participated in the District's Residential Energy Efficiency Program (REEP) since 2018. On October 1, 2023, the District entered Contract #23-45-38 with Total Quality Air having a NTE amount of \$100,000.00. The existing contract does not expire until September 30, 2025, and adding an additional \$50,000.00 to the contract will allow them to continue participating in the District's residential conservation program. The District's customers benefit by having another choice for an experienced contractor to install energy efficient measures and the energy savings acquired will count towards the District's Energy Independence Act (EIA) compliance.

Recommendation

Recommend signing Change Order #1 to Contract #23-45-38 associated with Purchase Order #56619, Total Quality Air LLC, to increase the not-to-exceed (NTE) amount by \$50,000.00, bringing the NTE amount to \$150,000.00.

Fiscal Impact

The 2024-2025 budget for residential standard and low-income conservation expense is \$1,950,000.00 and includes this residential energy efficiency expense.



CONTRACT CHANGE ORDER

Contract #:

Change Order #:

Vendor Name:

E-Mail:

Effective Date:

Contract Work Manager:

Contract Title:

Change Order Description:

Change order Total:

Original Contract Total:

New Contract Total:

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND AFFECT
The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56.

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

BY:

PRINT:

TITLE:

DATE:


BY:

PRINT:

TITLE:

DATE:

COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Project Completion and Acceptance for Contract #21-38-03, Heritage Professional Landscaping, Inc.	
Authored by:	Levi Lanphear	Staff Preparing Item
Presenter:	N/A	Staff Presenting Item (if applicable or N/A)
Approved by:	Jon Meyer	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to sign Contract Completion and Acceptance for Landscaping Maintenance by Heritage Professional Landscaping Inc. for Contract #21-38-03, (CPO54655 4th and final year), in the amount of \$64,467.96 plus applicable WA State Sales Tax.

Background/Summary

On May 1, 2021, the District entered into a contract with Heritage Professional Landscaping, Inc. to provide landscaping maintenance for a year with the option to extend annually up to four additional years.

Recommendation

The services have been satisfactorily completed and final invoice and payments have been made for year four of contract 21-38-03; therefore, the contracts first year of retainage is ready to be released and the contract can be closed.

Fiscal Impact

This project completion and acceptance will have no additional fiscal impact on the District.



PROJECT COMPLETION AND ACCEPTANCE
(Projects \$50,000 - \$119,999 before tax)

TO: Accounting
BENTON PUD

CONTRACT NUMBER :

PO NUMBER :

The following information is submitted after being reviewed and certified as being accurate by District staff.
The work has been fully completed and approved by the staff.

CONTRACT TITLE :

CONTRACT DESCRIPTION :

CONTRACTOR NAME :

UBI NUMBER :

AFFIDAVIT NUMBER :

DATE WORK COMMENCED :

DATE WORK COMPLETED :

DATE ACCEPTED BY STAFF :

CONTRACT BID AMOUNT :

CONTRACT ADDITIONS :

ACTUAL CONTRACT AMOUNT :

SALES TAX :

TOTAL CONTRACT AMOUNT :

AMOUNT RETAINED :


Submitted by _____ Date: _____
(Authorized Signature)

Bonding Co. _____

Original – Vault File
Revised July 31, 2019



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract Award Recommendation – Vista Bay 2 Foundation, Footings & Conduit Construction – Bid Package #25-21-11	
Authored by:	Kirsten Norton	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to sign contract 25-21-11, with DJ's Electrical, Inc. in the amount of \$233,534.64; plus, Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

Design efforts are complete for the Vista Bay 2 Metalclad Switchgear replacement project. Formal quotes were solicited from contractors on the District's pre-approved contractor list that are qualified to work in energized substations. The work required for the project includes removal of existing concrete foundation/footings/conduit, and installation of foundations/footings, conduit, and ground grid modifications at Vista Substation to prepare the site for the installation of the new Bay 2 Metalclad Switchgear.

Two quotes were received:

Bidder / Contractor	Bid Price
DJ's Electrical	\$233,534.64
Prater Electric	\$490,851.20

Recommendation

Recommend awarding a contract to DJ's Electrical for construction work associated with the removal of existing and installation of foundations, footings, conduit, and ground grid at Vista Substation to facilitate the placement of the new Bay 2 Metalclad Switchgear.

Fiscal Impact

The total cost included in the 2025 budget for this project is \$1,135,629 and included \$125,000 for contracted labor. The cost for this contract is \$233,534.64 plus applicable taxes. This project will require a budget amendment.



CONTRACT #25-21-11

SMALL WORKS CONTRACT

Project: Vista Bay 2 Foundation, Footings, & Conduit Construction

On this 24 day of June 2025, DJ's Electrical, Inc. (the *Contractor*) and **PUBLIC UTILITY DISTRICT NO.1 of BENTON COUNTY** (the *District*) agree to be bound by the following terms and conditions:

1. The *Contractor* agrees to perform the work and furnish labor, equipment, and certain materials in accordance with the plans and specifications.
2. The *Contractor*, in the performance of the work herein specified, shall be considered an independent contractor solely responsible for the performance of said work and any damage resulting therefrom.
3. The *Contractor* shall comply with Revised Code of Washington Section 39.12, providing for payment of prevailing wages. No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

It will be the responsibility of the *Contractor* to pay all filing fees necessary to comply with RCW 39.12.

4. *Contractor* shall protect, hold free and harmless, defend and pay on behalf of Public Utility District No. 1 of Benton County (including its managers, commissioners and



CONTRACT #25-21-11

employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including attorney's fees) resulting from injury or death, sustained by any person (including contractor's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *contractor's* performance of this contract. *Contractor's* hold harmless agreement shall apply to any act or omission, willful misconduct or negligence whether passive or active, on the part of *contractor* (its agents or employees); except, that this agreement shall not be applicable to injury, death, or damage to property or persons arising from the negligence or the willful misconduct of Public Utility District No. 1 of Benton County, its managers, commissioners, and employees.

In any and all claims against the *District* by any employee of *Contractor*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONTRACTOR* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. *CONTRACTOR* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

5. The *Contractor* hereby accepts exclusive liability for payment of any and all taxes (federal and/or state) required to be paid by the *Contractor*, the employees of such *Contractor*, or by any subcontractors or the officers or employees of such subcontractors, to any governmental agency, commission or authority having jurisdiction in the premises, under the provisions of any unemployment insurance, social security and/or pension plans established by law insofar as said taxes pertain to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability



CONTRACT #25-21-11

whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.

6. The *Contractor* agrees to meet all requirements that may be specified under regulations of any governmental agency, commissioner or authority having jurisdiction in the premises insofar as said requirements relate to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.
7. The *Contractor* agrees to comply with provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. § 4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended and all provisions of 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).
8. The *Contractor* will be required to furnish a Performance Bond in the form attached hereto with a surety authorized to do business in the State of Washington, in a penal sum not less than the contract price for all projects over \$50,000.00.
9. The *Contractor* agrees to warrant all work, for a period of one year, against defects in such work as desired in the plans and specifications, or other contract documents. Such warranty from the date of acceptance of the work by the *District*.
10. The *Contractor* will not sublet any of the work to be performed by him under the terms of this agreement and will not assign this contract or any rights hereunder, without first obtaining the written approval of the *District*.



CONTRACT #25-21-11

11. It is agreed that neither the *District* nor the *Contractor* shall be held liable for work stoppage caused by strikes, injunction suits, acts of God or the public enemy, or causes beyond the control of the parties.

12. Payment to the *Contractor* for work performed shall be as follows:

a) For a contract with a completion schedule of forty-five (45) calendar days or less the payment shall be after the work is completed and has been finally accepted by the *District*.

b) For a contract with a completion schedule greater than forty-five (45) calendar days, the *District* will make progress payments for work performed. The *District* shall make payment to the *Contractor* for construction accomplished during the preceding calendar month on the basis of completed construction certified by the *Contractor*, and approved by the *District's* representative solely for the purpose of payment.

No payment shall be made until the *Contractor's* and Subcontractor's "Statement of Intent to Pay Prevailing Wages" has been certified by the Department of Labor and Industries and a copy so certified has been furnished to the *District* by the *Contractor* and all Subcontractors. On contracts \$50,000.00 and greater, five percent (5%) of the amount of each payment shall be withheld until final acceptance of the completed contract by the *District* and the expiration of the thirty-day (30-day) period for filing of liens as provided by law and until: (1) the *Contractor's* and Subcontractor's "Affidavit of Wages Paid" has been certified by the Department of Labor and Industries and a copy so certified has been furnished the *District* by the *Contractor* and all subcontractors, (2) a certificate is received from the Audit section of the State Department of Revenue (contracts over \$50,000.00) authorizing the payment of the retained fund, and (3) a certificate of release from the Dept. of Labor & Industries has been furnished to the *District*. A



CONTRACT #25-21-11

Notice of Completion of Public Works Contract will be filed with the State Department of Revenue by the *District* upon acceptance of the Contract by the *District*. It will be the responsibility of the *Contractor* to notify the Dept. of Labor & Industries of contract completion.

13. If the *District* is dissatisfied with the quality of work being performed relative to workmanship and/or compliance with the plans and specifications, the *District* will inform the *Contractor* in writing of the dissatisfaction, and if the *Contractor* has failed to comply with the *District's* requests within two (2) days, then the *District* may terminate this agreement by providing five (5) days written notice to the *Contractor*. This contract may be canceled by either party upon receipt of thirty (30) days written notice from the other party. All work shall be done in a workmanlike manner. All work, material, and locations of equipment are subject to *District* approval.
14. The *Contractor* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements:
 - (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf, of its employees.
 - (b) Employer's liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000.
 - (c) *Contractor* shall provide an endorsement on the Commercial General Liability and Property Damage policy naming the *District* as additional insured and add a separation of insured clause or a cross liability endorsement.



CONTRACT #25-21-11

The *District* shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

Contractor shall deliver to the Purchasing Department of the *District*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by the *District* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the *District* prior to cancellation, termination or alteration of said policies of insurance. Such advance notice of cancellation, termination, or alteration of said policies shall be delivered to the Contracts & Purchasing Department of the *District*.

15. The *Contractor* shall at all times take all reasonable precautions for the safety of employees on the work and of the public and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes.

16. The following documents are, by this reference, incorporated into and made a part of this Small Works Agreement.

Appendix A - Statement of Work

Appendix B - Schedule of Payments

Appendix C - Special Conditions (if applicable)

Appendix D – Reimbursement of Expenses

Appendix E - Certification of Compliance with Wage Payment Statutes



CONTRACT #25-21-11

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

DJ'S ELECTRICAL, INC.

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

WA ST CONTRACTOR'S REGISTRATION NO:

TAX IDENTIFICATION NO:



CONTRACT #25-21-11

**Appendix A
Statement of Work**

SCOPE OF WORK

Contractor shall provide all work required including supervision, equipment, labor, materials, and incidentals for a complete installation of the work described below and detailed in the contract drawings.

CONTRACTOR GENERAL RESPONSIBILITIES:

This will be a prevailing wage project; all RCW's and Washington State Laws apply to this project. Selected Contractor will need to file intent to pay prevailing wage before work can begin and file an affidavit of wages paid with Washington State Labor & Industry at the completion of the project. Payments will not be issued until the District receives an approved affidavit that matches the total dollar amount of the Districts Purchase Order including all taxes. Selected Contractor will also need to provide an insurance certificate naming the District as the additionally insured and reference our Purchase Order number on the Insurance Certificate.

Contractor is required by LNI to post the project intent to pay prevailing wage on the job site.

Contractor must be registered on the Districts Small Works Roster before award of PO. This can be done through www.mrscrosters.org/default.aspx or contact Municipal Research and Services Center of Washington (MRSC) at (206)436-3798.

Contractor is responsible to file Intent and Affidavit for this project to pay prevailing wage with LNI through <https://secure.lni.wa.gov/home/>

Contractor is also responsible to provide insurance certificate to the District naming Benton Public Utility District as the additionally insured and referencing the Districts Purchase Order number (PO#) on the certificate. Insurance certificate must be on file at the District and the Intent must be approved by LNI before the start of project.

General Information:

The District's normal business hours for Operations Department are Monday - Thursday 6:30 am – 5:00 pm for this project.

Any changes to scope, pricing, footage etc. must be documented through the District Field Change Order Process. This will be coordinated with the Project Manager or Contract Work Manager, the selected contractor, and the Procurement Department prior to any changes.

Description of Work:

The Contractor shall provide all labor, construction equipment, materials, and services required for foundation, footing, and conduit construction at Benton PUD's Vista Substation in Kennewick, WA. Refer to the scope of work below, attached drawings and specifications for additional details.



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Contractor Note:

While Bay 2 will be de-energized, Bay 1 of the substation will remain energized during construction. However, a safe work area will be established prior to the Contractor starting work. District Inspector will provide a Safety Tailboard at the start of the project. The Contractor shall be responsible for providing qualified workers and their own safety watch for the duration of the contract.

Concrete trucks are allowed within the work area. Should the Contractor decide to pump concrete overhead pumping is not allowed.

Contractor shall be responsible for obtaining locates of the work area. Contractor shall coordinate locates inside the substation with Benton PUD.

Contractor shall be responsible for "proofing" all conduits (both new and modified) using an accepted industry standard method. For the existing 6" conduits that enter energized vaults, the Contractor shall blow pull string in and pull debris back towards area of work, not into existing vaults. Use of hot sticks to manipulate proofing equipment in energized vaults is required. Contractor shall coordinate with Benton PUD's Dispatcher to ensure circuits in vault are on "Hot Line Tag" during this process. As part of the proofing process, the Contractor shall blow in pull strings into the conduits. All conduits that are stubbed up out of the ground shall be temporarily capped to prevent the ingress of dirt, water, or wildlife. The locations of the existing 6" conduits and stubs are approximate and based on the best available information.

Contractor shall be responsible for installing new ground grid and repairs as needed. Contractor shall allow for a District inspection of ground grid work prior to concrete pour or backfilling. Contractor shall repair any ground grid modified by the work. Contractor shall leave a minimum 5' tail above finished grade all metering structure footing locations.

Contractor shall provide red-line "as-built" markups as required.

Existing underground facilities' locations are approximate, based on the best available information. The Contractor shall provide dust control throughout the project in compliance with Benton Clean Air Agency requirements.

Scope of Work – Project Description:



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As detailed in the plan drawings, the project involves the installation of foundations, footings, conduit, and ground grid at Vista Substation. The work includes, but is not limited to:

- (1) Demolishing and removing the existing metalclad switchgear foundation.
- (2) Excavating, installing, and backfilling for the new metalclad switchgear foundation.
- (3) Demolishing and removing the existing switch structure footings.
- (4) Excavating, installing, and backfilling for the new metering/switch structure footings.
- (5) Demolishing and removing the existing underground conduits. *
- (6) Excavating, installing, and backfilling new underground conduits.
- (7) Excavating, extending, repairing, and backfilling existing ground grid.
- (8) Demolishing and removing existing underground vault.

*Note: It is assumed that all existing 6" feeder conduits are concrete encased.

Materials:

The Contractor shall provide all and deliver the rebar, concrete, fill, forming material, cad-welds, etc. necessary to complete the work. Contractor responsible for all through slab conduit fittings.

District shall provide j-bolts for Contractor to install in metering/switch structure footings. The District will supply 6" conduits and fittings (couplers and sweeps) and bare copper ground grid conductor.

The Contractor shall notify the District's project manager of quantities required in writing minimum (2) business days prior to needing material on site. The Contractor shall be responsible for picking District provided material up at the District's Warehouse (1500 E. Ely St.). Warehouse standard hours are Monday through Thursday, 6:30AM to 5:00PM and is closed from 12:00PM to 12:30PM.

The Contractor shall inspect District furnished equipment/materials for any damage and shall inform the District of any shortages, discrepancies, defects, or damage found in writing prior to moving or receiving it. Once the Contractor has received District furnished equipment/materials into its custody they shall thereafter be solely responsible for any damage or shortage until final acceptance of the work.

The Contractor shall replace any District furnished equipment/material which are lost or damaged while in the custody of the Contractor. Replacement equipment/material shall be of a type and quality equal to the original, shall be approved by the District, and shall be obtained expeditiously to prevent delay of the work. Extensions of time will not be granted for delays caused by failure to receive replacement equipment and materials at the time required for their installation.

Site Securement:

Contractor shall be responsible for securing the work site and all materials/equipment stored on site. District shall provide a Contractor lock and key for the main vehicle gate.

Should the District request it, the Contractor shall allow a "horseshoe" to be installed on construction fencing (if utilized) to allow District personnel access when Contractor is not on site.



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Fill Quantities:

Material removed during excavation may be used as back fill unless noted otherwise on the drawings. Contractor responsible for disposal of any materials removed during excavation that is not used as back fill. Substation dielectric cover rock shall be removed prior to excavation and kept free of fines for use when returning site to previous conditions. Extra substation dielectric cover rock shall be spread evenly around the area of work. Contractor may store excavated material on site for the duration of the project, but Contractor shall be responsible for putting down tarps or other barrier material to keep substation rock clean. Contractor shall be responsible for additional substation rock if needed.



CONTRACT #25-21-11

**Appendix B
Schedule of Payments**

Contractor will be paid within a period of thirty (30) days after receipt of invoice.

The maximum amount payable by the *District* to *Contractor* under this Agreement shall not exceed \$ 233,534.64, plus Washington State sales tax.



CONTRACT #25-21-11

**Appendix C
Special Conditions**

Changes to General Terms and Conditions: None



CONTRACT #25-21-11

Appendix D Reimbursement of Expenses

General:

As a public entity, good stewardship requires expenses to be allowable, accurate and reasonable. Expenses that do not meet these criteria may be denied for reimbursement. Expenses of a personal nature which do not benefit the *District* and which might have been incurred whether or not the traveler was on official business are not reimbursable. These include entertainment, alcoholic beverages, clothes laundering or dry cleaning, traffic violations, side trips not related to *District* business, expenses of family or other persons not authorized to receive reimbursement from the *District*, trip insurance, and personal purchases.

Receipts for hotel/motel accommodations, air travel, and rental car shall be attached to invoices as documentation of expenditures, regardless of amount. Receipts for meals must be attached to invoices if the Per Diem method is not used (see Meals). Receipts for taxi, other forms of local travel, parking fees and other incidental expenses need not be attached unless the amount of the claim exceeds \$35.00 per item.

Transportation:

Travel should be by the most direct route available, and the mode of transport should be the one that is most economical and consistent with the purposes of the trip. The traveler should accept the lowest transportation fares meeting the trip requirements. In the case of indirect routing and stopovers for personal reasons, reimbursable expenses are to be limited to the most economical cost of the direct route, while any additional expenses are not reimbursable. The *District* reserves the right to make partial reimbursement if transportation costs are excessive or unreasonable.

Lodging:

Payment for lodging is at actual cost for reasonable accommodations at a commercial lodging establishment, which can vary depending on the location of travel, and is subject to a maximum dollar limit. Contractors should stay at the most cost effective location, considering lodging and transportation costs, meeting location, and personal safety. The *District* reserves the right to make partial reimbursement if lodging costs are excessive or unreasonable. If Contractor has questions or concerns, they should seek advance approval.

The lodging expense limitations should be applied to the lodging rate before taxes. Thus, the amount reimbursed or paid for lodging expenses may exceed the established lodging limitation.



CONTRACT #25-21-11

Travelers are required to attach an itemized lodging receipt for approved occupancy to the invoice. The following items must be included on the itemized receipt:

- Traveler's name or names
- Name and address of the place of lodging
- Date(s) occupied
- Actual rate charged per room

Other charges such as tips, room service, movies, personal phone calls, laundry services, late checkout fees, meals or miscellaneous charges are not included in the lodging expense and are not reimbursable.

Pre-approval from the *District* will be required if the travelers intends on staying longer than five (5) business days.

Meals:

Travelers are eligible to receive a per diem meal and incidental expense (M&IE) allowance while conducting official *District* business. Travelers are eligible to receive a meal allowance if the business trip requires them to be in travel status during their normal mealtime (i.e., breakfast, lunch or dinner).

Travelers must choose between per diem reimbursement and actual meal costs documented by receipts. Only one method may be used for this contract. If actual meal cost reimbursement is chosen, reimbursement may be denied if no receipt is provided.

Per Diem (M&IE)

Reimbursements for meal expenditures, if any, is to a maximum of the current per diem M&IE allowance listed in Appendix C Schedule of Payments. The per diem M&IE allowance is considered to be a reimbursement for meal expenses. Per diem amounts will be reduced in instances where a traveler does not incur expenses for meals because they are furnished or included in the registration fee for a meeting or conference. Per diem meal allowances are not reduced for limited continental breakfasts served at the hotel or seminar/conference. The per diem M&IE allowance recognized by the IRS is published by the U.S. General Services Administration (www.gsa.gov/perdiem) for travel within the continental United States. The *District* will maintain a table of the per diem rates, including tax and tip, which shall establish the maximum reimbursement for single meals.

Incidental expenses that are included in the per diem M&IE allowance include fees and tips given to porters, baggage carriers, bellhops and housekeeping.



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Actual Meal Costs

Actual meal costs are reimbursable and must be accompanied by a detailed receipt listing the items purchased. **Credit card receipts are not acceptable.** The purchase of alcoholic beverages is not reimbursable. If actual meal costs are submitted for reimbursement, the *District* may deny reimbursement for lack of detailed receipt or unreasonable costs. The *District* will reimburse tips up to 18%. Tips of \$3 or less are acceptable regardless of the cost of the meal.

Communication Expenses:

The cost of business telephone calls is reimbursable, including brief calls (up to 5 minutes) to a traveler's home relating to safe arrival, change in travel plans and airport transportation.

Charges for fax machine and Internet are eligible for reimbursement if *District* business requires such communication.

Other Expenses:

Actual costs for reasonable and substantiated business costs are reimbursed for other incidental business expenses not specifically included in the per diem M&IE allowance and not specifically addressed elsewhere.



CONTRACT #25-21-11

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated June 24, 2025, With, DJ's Electrical, Inc. hereinafter designated as the "Contractor", providing for Benton City Rock Excavation for Pole Holes, which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of

(\$233,534.64) plus Washington State sales tax

for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:



CONTRACT #25-21-11

AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety


Title

Contractor

Title



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract Award Recommendation – Hedges Substation Yard Expansion – Bid Package #25-21-12	
Authored by:	Kirsten Norton	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to award and sign Contract 25-21-12, with DJ's Electrical, Inc. in the amount of \$129,700.00; plus, Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

Design efforts are complete for the Hedges 115kV Metering Point project. A civil construction contractor is required to expand the Hedges substation yard on the north side to accommodate the placement of the new 115kV metering point structures.

This contract is for labor and materials for grading, surfacing, fencing modifications, and installation of concrete footings for the fabricated steel support structure. This project will extend the secured area of the substation on District owned property to the north of the existing secure boundary necessary to ensure the new metering point structure is soundly supported, precisely located, and secure within the extended substation footprint.

Recommendation

Recommend awarding a contract to DJ's Electrical for construction work associated with expanding the Hedges Substation secure boundary to the north to encompass the new metering point.

Fiscal Impact

The cost for this contract is \$129,700 plus applicable taxes and is included in WO 711018 cost estimate. The 2025 Budget included \$196,792 and will require a budget amendment.



Contract #25-21-12

SMALL WORKS CONTRACT

THIS AGREEMENT AND CONTRACT, made and entered into at Kennewick, Washington this 24th day of June, 2025, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, Washington, a municipal corporation hereinafter designated as the "the District",

AND

DJ'S ELECTRICAL INC. hereinafter designated as the "Contractor".

WITNESS:

That whereas the District has heretofore caused to be prepared Call for Formal Quotes, Definitions, General Instructions to Contractors, Special Instructions to Contractors, Affidavit of Pre-Qualified Contractor, Contractor's Proposal, Specifications for Construction, Performance Bond Form, and Plans and Construction Drawings, hereinafter referred to as "Contract Documents" for the construction of the Hedges Substation Yard Expansion.

Project and the Contractor did on the 30th day of May 2025, file with the District a proposal to construct said Project and agreed to accept as payment therefore the sum fully stated and set forth in the proposal, AND

WHEREAS the said Contract Documents fully and accurately describe the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, material, and appurtenances and perform said work, together with the manner and time of furnishing same.

IT IS THEREFORE AGREED, first, that said Contract Documents do in all particulars become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the District and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services. Also incorporated by this reference are General Terms and Conditions described on Sheets 3, 4, and 5.

Formal Quote #25-21-12

Appendix A – Certification of Compliance with Wage Payment Statutes Form



Contract #25-21-12

IN FAITH WHEREOF, witness the signatures of both parties, below, on the day and year in this Agreement first above written.

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

DJ'S ELECTRICAL INC.

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

WA ST CONTRACTOR'S REGISTRATION NO:

TAX IDENTIFICATION NO:



Contract #25-21-12

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated June 24, 2025, with **DJ's Electrical Inc**, hereinafter designated as the "Contractor", providing for Hedges Substation, which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of one hundred twenty-nine thousand, seven hundred dollars (**\$129,700.00**) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:

AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.



Contract #25-21-12

No change, extension of time, alteration, or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations, or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__

Surety

Title

Contractor

Title



Contract #25-21-12

APPENDIX A

Certification of Compliance with Wage Payment Statutes Form

Effective July 23, 2017, before award of a public works contract, the Contractor under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible Contractor. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.)

=====

**Certification of Compliance with Wage Payment Statutes
Contract # 25-21-12**

The Contractor hereby certifies that, within the three-year period immediately preceding the formal quote solicitation date (**6/24/2025**), the Contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Contractor’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date


City

State

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	WO# 503229 Sunset Rd to Dallas Sub Transmission Line	
Authored by:	Rosa Mitchell	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion re-approving work order #503229 – Sunset Rd to Dallas Substation Transmission Line with an updated estimated cost of \$4,839,188.45

Background/Summary

This project was originally given Commission approval in 2017 for \$2,392,320. Procurement has begun with material to be delivered in 2026 and construction in 2027. Since its original approval BPA studies, and project design have been completed. District staff, having seen significant increases in costs for labor and materials since 2017 and given recent transmission construction experience; felt it is prudent to update the original work order estimate.

The total updated work order #503229 estimated costs are shown below.

Description	Cost
Equipment and Materials	\$1,586,600.00
Contractor Construction Labor	\$2,577,300.00
Engineering Professional Services	\$433,100.00
Laydown Yard	\$104,000.00
Benton PUD Engineering Labor	\$56,500.00
BPA Study and Facilities Costs	\$81,688.45
TOTAL PROJECT	\$4,839,188.45

Commission approved Resolution 2409 authorizing the execution of an interlocal cooperative agreement (ICA) with the City of Richland (City) for the Sunset-Road-to-Reata 115 kV Transmission line. The City has completed construction of their segment referred to as the Reata Sub to Dallas Sub line. All that remains is the final interconnection to the Bonneville Power Administration Reata 115-kV line.

The District has established a long-term strategic objective to improve our transmission and substation reliability through the construction of looped transmission lines where possible. The interconnection of the District's Sunset Road Sub to Dallas Sub line with the City owned Reata Sub to Dallas Sub line will be mutually beneficial to both parties and our respective customers by providing necessary power supply capacity for the long term as well as improved electric reliability and operational flexibility.

Interconnecting the parties 115-kV transmission lines as proposed would create looped service to the District's existing Sunset Road and Reata substations as well as the City's Leslie Road and future Dallas Road and Leslie Road substations. The dual source capability of looped transmission lines would allow the District and the City to maintain their service to all the mentioned substations in the event of an equipment failure on a 115-kV line segment and would allow proactive maintenance activities associated with the lines without needing substation outages.

As part of the approval process for the ICA, District and City staff held a public meeting on March 28, 2017 to allow invited property owners located adjacent to the proposed 115-kV transmission line rights-of-way to learn about the joint projects and provide feedback. There were six property owners in attendance with none expressing major concerns regarding the proposed transmission lines.

Recommendation

Re-approval of work order #503229 will allow the District to construct a new 115-kV transmission line that will provide redundant service to existing and future substations. This project is consistent with the District's strategic objective to build a "21st Century Power Grid" that meets continually increasing customer expectations for electric reliability.

Fiscal Impact

The proposed Sunset Rd to Dallas Sub 115-kV transmission line is included in the budget in 2027 with an estimated cost of \$4,225,036 for forecasting purposes and will be adjusted for costs incurred during procurement in 2026 and construction in 2027 as well as the increase in overall estimated cost.

Projects to be Presented at the Benton PUD

Commission Meeting On

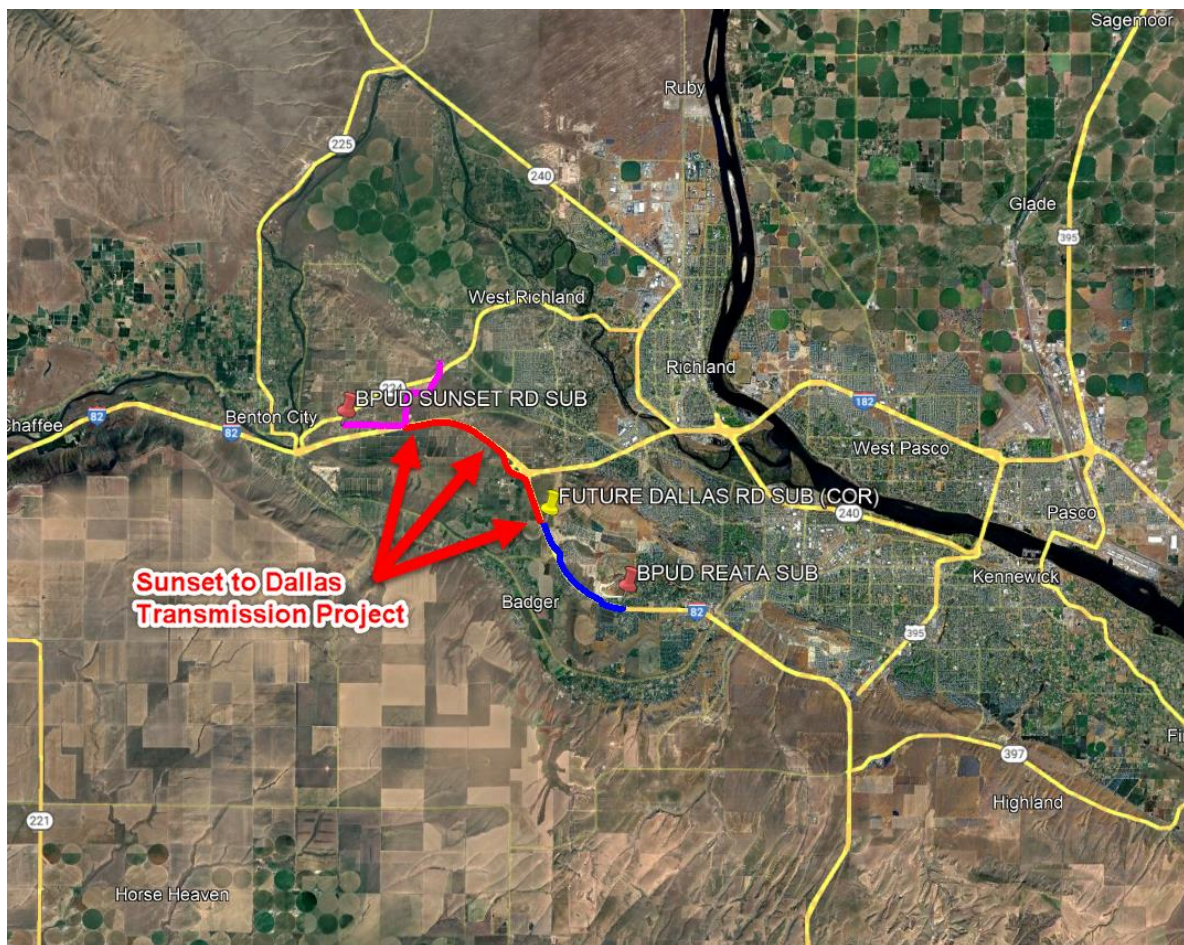
June 24th, 2025

Project Name: Sunset Rd to Dallas Sub Transmission Line **WO#:** 503229


Location: Jacobs Rd

Justification: This project will improve transmission reliability in the I-82 corridor between BPA Badger Switchyard and the Sun Sunset Road radial transmission tap by creating loop capability improving reliability and maintenance capabilities in the area.

Location Map



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract Award Recommendation - Sunset-Dallas T-Line Ductile Iron Poles – Bid Package #25-21-03	
Authored by:	Rosa Mitchell	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to award and sign Contract #25-21-08, with McWane, Inc. in the amount of \$596,941.57; plus, Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

Commission approved Interlocal Agreement 17-21-08, committing the District to participating in a joint effort with the City of Richland (COR) design and construct two separate segments of transmission line between the District's Sunset Road transmission line and the BPA owned Leslie to Reata line. The COR completed construction of their respective segment between Reata Substation and their future Dallas Road Substation in 2017.

Recently, BPA held a conference call with the COR and the District to discuss transmission outage schedules, the timing of this project has accelerated 6 months to avoid substation outages at Reata and Leslie Substation that would otherwise be required. Timing has accelerated to procurement in 2026, construction in early 2027, wrapping up in July.

Bids were opened on Tuesday, June 3, 2025; at 3pm for the purchase of 71 Ductile Iron transmission poles. The District received one bid from McWane Poles for \$596,941.57. The Engineer's estimate was \$725,000.00.

Recommendation

Recommend awarding a contract to McWane Poles for the manufacture and delivery of 71 Ductile Iron Poles to facilitate the completion of the Sunset Rd. to Dallas Sub. Transmission Line.

Fiscal Impact

The cost for this contract is \$596,941.57 plus applicable taxes. The Budget includes a line item in 2027 (\$4.2M) and will require amendment to account for equipment/material delivery in 2026.



Contract # 25-21-08

CONTRACT
MATERIALS / EQUIPMENT

This agreement is made and entered into on the 24 day of June, **2025**, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",

AND

McWane, Inc, hereinafter referred to as "the Vendor"

WITNESSETH:

That the Vendor, for the consideration hereinafter fully set out, and the District, for the consideration of material furnished, agrees that:

1. SCOPE OF WORK: Furnish Ductile Iron Poles per specifications in Bid Pkg. #25-21-08.

2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the Ductile Iron Poles F.O.B. destination to the District in the month of January 2026; failure to do so may result in damage to the District.

Testing and Acceptance of conforming items by the District shall occur within the number of days after delivery as specified in the bid specification (if applicable). Items that fail to meet acceptance criteria as specified in the bid specifications shall be rejected. Acceptance or rejection by the District to the Vendor shall be in writing.

3. PAYMENT:

Payment will be made within thirty days of Acceptance by the District or receipt of a valid invoice from the Vendor, whichever occurs later.

The District agrees to pay the Vendor for the material/equipment the sum of Five hundred ninety-six thousand, nine hundred forty-one Dollars and fifty-seven cents (\$596,941.57), plus applicable Washington State Sales Tax.



Contract # 25-21-08

4. GUARANTEE:

The Vendor guarantees the Ductile Iron Poles against all defects in workmanship, materials, and in design as stated on the warranty provided by McWane, Inc.

5. PERFORMANCE BOND:

The Vendor shall furnish, in favor of the District, a Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Performance Bond has been tendered.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The vendor expressly acknowledges and agrees that its proposal and any information vendor submits with its proposal or which vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by vendor, the District's sole obligation shall be to notify the vendor promptly, so that the vendor at vendor's expense and cost, may seek court protection of any of the requested information vendor deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

MCWANE, INC.

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



EXHIBIT A

**McWane, Inc. Terms and Conditions of Sale with Public Utility District No. 1 of Benton County
Extracted from #22-21-37**

- 1. ENTIRE AGREEMENT.** Each party agrees that all sales of goods ("Goods") by McWane, Inc. ("Seller") to Buyer are governed by these Terms and Conditions of Sale (the "Terms and Conditions") which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Terms and Conditions will also govern all sales of Goods to Buyer by any McWane, Inc. subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). ~~Buyer acknowledges that these Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be governed by the version of Terms and Conditions available online at www.mcwane.com at the time of acceptance by Seller of an order for such Goods.~~ The Terms and Conditions and the order for Goods from Buyer and agreed by Seller ("Order") or other contract documents to which they apply constitute the entire agreement between the parties with respect to Goods ("Agreement"). All references by Seller to Buyer's specifications and similar requirements are only to describe Goods and work covered hereby and no warranties or other terms will have any force or effect. No other or inconsistent terms of Buyer, no modification, amendment or waiver to this Agreement and no cancellation, change or return of any Order under this Agreement will be binding on Seller until agreed in writing by Seller's authorized representative. Buyer may not rely on any representation, promise or term not set forth herein and Seller expressly objects to and rejects all terms not contained in this Agreement. Seller's acceptance of Orders, whether oral or written, and/or its delivery of Goods to Buyer is based on the express condition that Buyer agrees to all of these Terms and Conditions.
- 2. QUOTATIONS.** Where this Agreement is used by Seller to place a bid, Seller's quotation is for prompt acceptance and Seller may change and/or withdraw without notice. Buyer's prompt acceptance of the quotation is a material term of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.
- 3. DELIVERY.** Delivery terms (stated in Incoterms® 2010) are as stated on each Order. All shipping dates are approximate and any time period indicated for a shipment will not begin until receipt at Seller's plant of complete manufacturing, shipping and credit information. Tender of delivery is deemed to occur at the earliest of (A) acceptance of shipment by designated shipper, (B) allocation of Goods to Buyer at premises other than Seller's, (C) delivery to Buyer's representative or designee or (D) mailing of an invoice to Buyer. Title to Goods will pass to Buyer on tender of delivery, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. If Seller holds Goods per Buyer's instructions or because Buyer has failed to supply shipping instructions or because Seller, in its sole discretion, determines that any part of Goods should be held for Buyer's account, Seller may invoice for the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason will be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries will be accepted by Buyer and paid for at Agreement prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender will be necessary, but Seller may, at its option, give written notice to Buyer that Seller is ready and willing to deliver and such notice will constitute a valid tender of delivery. Buyer must report any shortages in shipments within three (3) calendar days of receipt of the initial shipment. Buyer may not make any deduction from any payment due hereunder by reason of loss or damage to Goods in transit. On Buyer's written request, Seller, in its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that Seller receives such claim within five (5) days of delivery of the Goods. All claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted, or such claims will be waived.



Contract # 25-21-08

If delivery is not accepted by Benton PUD by October 31, 2026, Vendor reserves the right to review and adjust pricing at that time. (6/10/2025 update to 22-21-37)

4. PRICES; PAYMENT. Prices and payment terms are stated on Seller's Order or invoice document. Seller may make partial shipments and payment for that portion will be due as provided on Seller's Order or invoice document based on time of shipment. If, at any time or for any reason, Seller has cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller deems necessary in its discretion, including payment in advance for all shipments. In the event (A) Buyer fails within ten (10) calendar days of Seller's demand to provide Seller with such assurance, or (B) Buyer is declared bankrupt or insolvent or any proceeding is brought against Buyer, voluntarily or involuntarily, under any bankruptcy or insolvency laws, or (C) Buyer fails to make payment for Goods when due, Seller may suspend its performance, cancel any Order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and collect any sums due and owing, its reasonable cancellation charges and all damages resulting from Buyer's default. Additionally, if Buyer fails to make payment for Goods when due, Buyer's account will be deemed delinquent and Buyer will be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount Buyer will be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorneys' fees. Seller's prices do not include sales, use, excise or other similar taxes and Buyer agrees to pay the amount of any present or future such tax in addition to the price specified in each Order, unless Buyer, at the time of sale, provides Seller with all tax-exemption certificates required by taxing authorities.

5. CANCELLATION, CHANGES AND RETURNS. If Buyer properly requests a cancellation, change or return, Seller may, at its option: (A) charge Buyer for any costs Seller incurred prior to or as a result of such cancellation, change or return; (B) revise its prices and delivery dates to reflect such change; and/or (C) accept returned Goods for credit if, in Seller's sole discretion, it finds such Goods to be standard stock and in good condition. The credit will be, in Seller's sole discretion, either the invoice price less a percentage to be determined by Seller or the scrap value of the Goods, along with shipping and handling charges to be determined by Seller. All returned Goods must be securely packed by Buyer to ensure that returned material is not damaged during shipment.

6. FORCE MAJEURE; DEFERRED DELIVERY. Seller will not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by any event beyond Seller's reasonable control ("Force Majeure"), including without limitation: fire; flood; storm; act of God; strike, labor dispute or labor shortage; lack of or inability to obtain materials, fuels, supplies or equipment; civil unrest or riot; accident; transportation delay or shortage; act or failure to act of Buyer or any government; or any other cause whatsoever, provided that such cause is beyond Seller's reasonable control. Seller will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by Force Majeure. Buyer's acceptance of any Goods will constitute Buyer's waiver of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted by Force Majeure, Seller may store the Goods at Buyer's expense and risk and charge Buyer a reasonable storage rate. If Seller is delayed because it is awaiting Buyer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Buyer's approval or acceptance of Goods, Seller will be entitled to an adjustment in price equal to any increase in Seller's production costs and any other losses and expenses incurred by Seller attributable to such delays. If Buyer requests and Seller approves in writing a deferred delivery on any Order, Seller may charge Buyer for the completed portion of the Order and warehouse all completed Goods at Buyer's expense and risk of loss. As to any uncompleted portion of the Order, Seller may, at its option, cancel said uncompleted portion in accordance with Section 5 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

7. WARRANTY; PATENTS. Seller warrants that Goods will be of the kind described in this Agreement and free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to information set forth in Seller's catalogues and advertising literature. Seller will not be liable or responsible, however, for (A) any defects attributed to normal wear and tear, erosion or



Contract # 25-21-08

corrosion, improper storage, use or maintenance or use of Goods with incompatible products, or (B) defects in any portion or part of Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Seller's warranty to any accessory products unless otherwise agreed to in writing by Seller. All warranties are void if Goods are modified or used in conjunction with products or accessories not manufactured or approved by Seller or which are incompatible with Goods. Any claim by Buyer with reference to Goods for any cause will be deemed waived by Buyer unless submitted to Seller in writing within ten (10) calendar days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer will give Seller an opportunity to investigate. If Buyer furnishes prompt notice to Seller of any defect and an opportunity to inspect the alleged defect as provided herein, Seller will, in its sole discretion, either: (i) repair the defective or non-conforming Goods; (ii) replace nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty (60) calendar days after receipt of the Goods at Buyer's plant or storage facilities; or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event will any obligation to pay or refund exceed the purchase price actually paid. Repair and/or replacement as provided above will be shipped EXW {Ex-Works} Seller's facility (per Incoterms® 2010) unless otherwise agreed in writing by Seller. Buyer will prepay all transportation charges for return of Goods or part thereof to Seller, unless otherwise agreed in writing by Seller. Seller will not be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. This warranty does not cover failure of any part or parts manufactured by others, failure of any part or parts from external forces, including without limitation corrosive soils, earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, frost heave or other Force Majeure. Buyer's exclusive remedy and Seller's sole liability for any loss, damage, injury or expense of any kind arising from manufacture, delivery, sale, installation, use or shipment of Goods will be, at Seller's option, the remedies described above, whether based on contract, warranty, tort or any other basis of recovery whatsoever. If any claim is made against Buyer based on a claim that any Goods constitute an infringement of any U.S. Letter Patent, Buyer will notify Seller immediately. Seller may, with Buyer's assistance, if required, but at Seller's expense, conduct settlement negotiations or defense of any litigation. If any Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, if as a result of a settlement, Seller deems their continued use unadvisable and provided that Buyer has given Seller the immediate notice required above and has used Goods only in accordance with the provisions of this Agreement and has not altered or changed them in any material way, Seller will, at its option and expense, procure for Buyer the right to continue using Goods, modify Goods so that they become non-infringing, replace Goods with non-infringing Goods of substantially equal quality or replace Goods and refund the purchase price, less reasonable depreciation. The above is intended as a complete allocation of risks between the parties, including without limitation liability for patent infringement. Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

8. LIMITATION OF LIABILITY. THE WARRANTIES IN SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. ~~SELLER WILL NOT BE LIABLE AND~~ BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY ~~RESULTING IN WHOLE OR IN PART FROM BUYER'S NEGLIGENCE~~ TO THE EXTENT OF BUYER'S NEGLIGENCE EMPLOYING WASHINGTON'S COMPARATIVE NEGLIGENCE LAW. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE MAY BE BROUGHT AGAINST SELLER MORE THAN TWENTY-FOUR (24) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Goods, Buyer will effectively disclaim, as against Seller, any implied warranty of



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merchantability and all liability for property damage or personal injury resulting from handling, possession or use of Goods, and will exclude, as against Seller, any liability for special or consequential damages.

9. CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION. This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws of the State of ~~Delaware~~ Washington, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims or controversies (individually or collectively, a "Dispute") between Seller and Buyer arising out of or relating to this Agreement, including without limitation Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Disputes will be arbitrated in ~~Dover, Delaware~~ Benton County, Washington, U.S.A. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. The parties will select arbitrators in accordance with the Commercial Arbitration Rules of the AAA. The AAA will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Seller and Buyer will each designate, within thirty (30) calendar days of receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated will select a third arbitrator from the eight remaining candidates. No Dispute will be arbitrated as a class action, representative or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person ("Collective Proceedings"). Accordingly, AAA's Supplementary Rules for Class Arbitrations will not be applicable. If this limitation on Collective Proceedings is held by a court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, then such action will proceed in a court of law as provided below and not arbitration. If any arbitrator renders a decision regarding the question of arbitrability of the above limitation or orders any form of Collective Proceeding, then the arbitrator has exceeded its powers under the Federal Arbitration Act. Notwithstanding the foregoing, Seller reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the state or federal courts of ~~Delaware~~ Washington and the parties irrevocably agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the state and federal courts of ~~Delaware~~ Washington, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defense that it is not personally subject to jurisdiction of the state and federal courts of ~~Delaware~~ Washington; that venue of the action is improper; and that the action, suit or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail.

10. COMPLIANCE WITH LAWS. Each party represents and warrants, in connection with transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it will comply with all applicable federal, state and local laws, codes, regulations, orders and ordinances, including without limitation: (A) all applicable laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act (collectively, "Applicable International Trade and Anti-Corruption Laws"); and (B) all applicable equal opportunity requirements including those set forth in U.S. Executive Order 11246, the U.S. Rehabilitation Act of 1973, as amended, and the U.S. Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations promulgated thereunder, and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age or sex in any term or condition of employment, all of which are incorporated by reference into this Agreement; and (C) all applicable laws and regulations addressing human trafficking and slavery. Each party acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees and/or any other party acting on its behalf (collectively "Related Parties") are familiar with the provisions of Applicable International Trade and Anti-Corruption Laws. Each party agrees to indemnify, defend and hold harmless the other party and its employees from and against any and all claims, demands, costs, penalties and fines arising in connection with any alleged breach by the indemnifying party or any of its Related Parties of this Section. Seller may terminate this Agreement in its entirety, without liability to Buyer, if Seller believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section.



11. MISCELLANEOUS.

- (A) No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section 11(A), is binding on or effective against a party unless expressly stated in writing and signed by such party's authorized representative. Each party expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver by a party of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Orders.
- (B) ~~Buyer may not~~ Neither party shall assign this Agreement or any rights or obligations hereunder without ~~Seller's~~ the other party's prior written consent. Any attempted assignment in violation of this Section is void; however, this Agreement and the Terms and Conditions contained herein are enforceable against ~~Buyer's~~ the assigning party's successors and permitted assigns.
- (C) Seller's remedies in this Agreement are cumulative and in addition to any other remedies available to Seller, whether at law, equity or otherwise.
- (D) If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.
- (E) No provision of this Agreement may be construed against either party as the drafting party.



Contract # 25-21-08

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated June 24, 2025, With, **McWane, Inc.** hereinafter designated as the "Contractor", providing for Distribution Transformers, which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of

(\$596,941.57) plus Washington State sales tax

for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:

AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or



Contract # 25-21-08

material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration, or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations, or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.


Surety

Title

Contractor

Title

COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24 th , 2025	
Subject:	25-21-15 Sun Heaven Project Work Order Authorizations	
Authored by:	Evan Edwards	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion approving the following work orders for construction associated with Contract #25-21-15 – Sun Heaven LLC. Developer & Load agreement.

Work Order #	Description	Estimate	Responsible Party
WO# 733535	T-Line Segment 1-A & 1-B Material & Contract Labor	\$1,100,719	Sun Heaven Farms/District
WO# 744200	T-Line Segment 2 Material & Contract Labor	\$410,804	Sun Heaven Farms/District
WO# 734321	Substation Construction Material & Contract Labor	\$1,958,273	Sun Heaven Farms/District
WO# 744603	12.47kV Underground Feeder Getaway to Booster 4	\$299,763	Sun Heaven Farms
WO# 743896	Transmission Sectionalizing Switches	\$116,327	District
WO# 734364	Fiber Extension to New Substation	\$192,655	District
Total Work Order(s) Estimated Cost		\$4,078,541	

Background/Summary

Sun Heaven Farms approached the District with a load addition request that was studied and included in the Sun Heaven Farms annual plan of service. The study modeled how the additional load affected the existing distribution system serving the five member farms and determined that the additional load pushed the existing infrastructure to its limit and limited future growth, as well as raised reliability concerns. The plan of service made several options including the addition of a new transmission line and substation to provide additional capacity and reliability to the farm at the East end near the new load.

The option to Install a new Substation and Transmission and a subsequent feeder was chosen as the preferred option by the customer.

The District's involvement in the project is limited to transmission switches adjacent to the project in order to facilitate transmission system re-configurations, SCADA Fiber extension and Substation Communication,

and the labor and material cost difference associated with the installation of 4/0 ACSR versus 795 ACSR transmission conductor necessary for future District transmission plans.

The project has been discussed with representatives of Sun Heaven Farms. The detailed estimates associated with these work orders have also been shared with Sun Heaven LLC.

Separate work orders have been taken out for accounting purposes.

Recommendation

Approving these work orders will allow engineering staff to continue procurement activities by allowing large and long lead time purchases to be charged directly to the appropriate work order(s) and meet the project energization goal of August 1st 2026 requested by the customer.

Fiscal Impact

The project associated with these work orders was not included in the 2025 budget. The costs for these work orders will be borne by the responsible parties listed in the table below and as detailed in contract 25-21-15 Sun Heaven LLC Development and Loan Agreement.

	Total Cost	Sun Heaven Cost	BPUD Cost
Project Total (\$)	\$4,078,541	\$3,561,074	\$517,467.13

Projects to be Presented at the Benton PUD

Commission Meeting On

June 24th, 2025

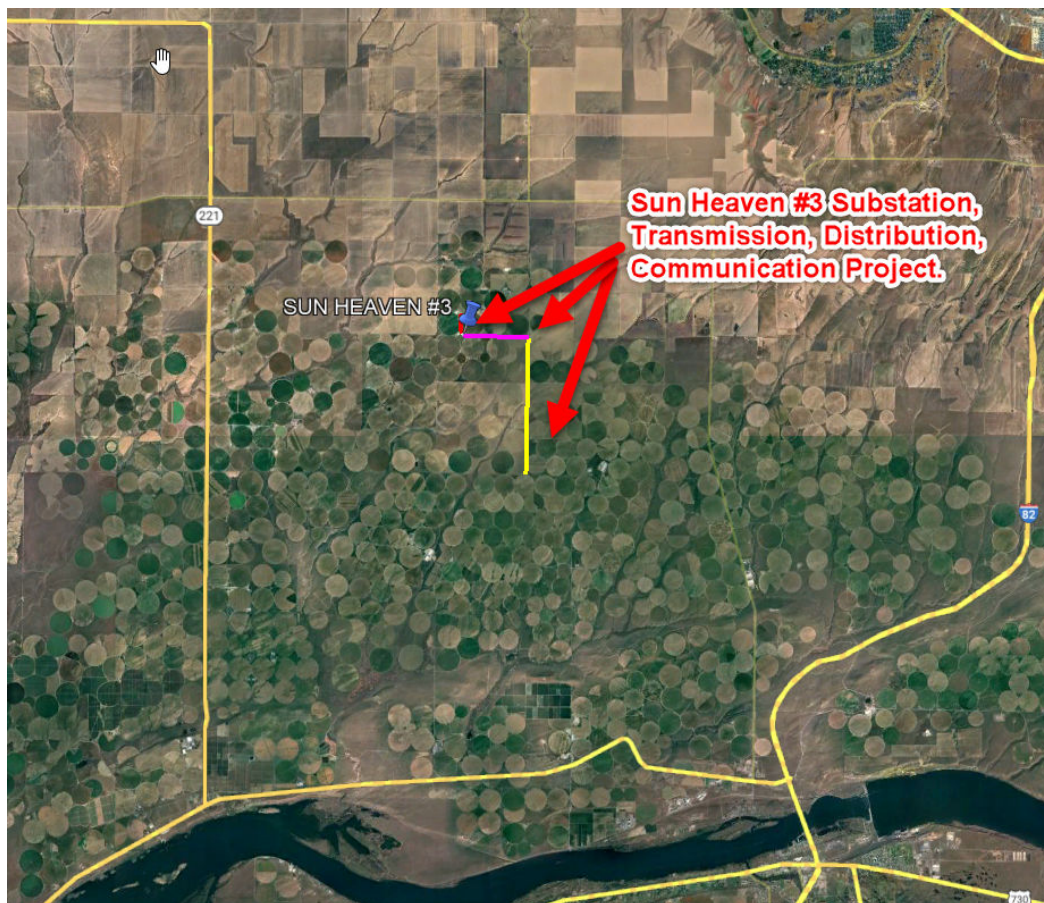
Project Name: Sun Heaven #3 Substation, T-Line, Dist-Line, & Comm-Line Project

WO#'s: 733535, 744200, 734321, 744603, 743896, & 734364

Location: Vicinity of S. Travis Rd. & Tyrell Rd., South Benton County


Justification: This project will Install a new substation, transmission line, distribution line, and communication line to create capacity and reliability for the east end of Sun Heaven Farms.

Location Map





COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract Award Recommendation – 2025 Power Transformers – Bid Package #25-21-03	
Authored by:	Dax Berven	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to sign Contract #25-21-03, with Virginia Transformer Corporation for line 1 in the amount of \$1,079,540.00; plus, Washington State sales tax in accordance with RCW 54.04.080 and reject line 2 of BID because unit is no longer needed by the District.

Background/Summary

The District was previously approached by a Large Agricultural customer in the southern portion of the county to discuss expansion plans. After discussion, it was determined that a new substation would be required to serve the new load and allow for additional growth in the area.

The District went out to bid for both a 10/14 MVA and a 12/16/20 MVA power transformer with the intention to award one line item or the other to fit the final project requirements. The District opened bids for the purchase of a Power Transformer on April 30th at 3:00pm. Bids were received as follows:

Item 1 - Unit Cost (\$) 12/16/20 MVA 115kV- 12.47kV

Manufacturer	Evaluated Cost	Initial Cost	Delivery	Engineer's Estimate
WEG Transformers	\$1,036,114	\$816,685.00	110 wks	\$1,141,708.50
Howard	\$1,109,825	\$1,023,000.00	82 wks	
Virginia Transformer	\$1,185,827	\$1,079,540.00	46-48 wks	

Item 2 - Unit Cost (\$)
10/14 MVA 115kV-12.47kV

Manufacturer	Evaluated Cost	Initial Cost	Delivery	Engineer's Estimate
WEG Transformers	\$945,693	\$812,305.00	110 wks	\$1,120,142.90
Howard	\$1,037,240	\$958,000.00	82 wks	
Virginia Transformer	\$1,164,167	\$1,053,540.00	46-48 wks	

Leadtime was a large consideration during the Bid evaluation in order to meet the customer’s energization timeline.

Benton REA indicated they want to participate in the project and has requested 5MVA of reserve capacity be held at the proposed substation to bolster their electrical distribution system in the area. This necessitates the purchase of a 12/16/20 MVA power transformer for the proposed substation.

Recommendation

Awarding line item 1 to Virginia Transformer and rejecting all for line item 2 will ensure the District can energize the proposed substation to meet the agricultural growth request without the permanent use of one of the District’s backup spare power transformers.

Fiscal Impact

The 2026 budget does not include a line item for this Power Transformer. While costs will be recovered through CAIC, the 2026 budget will require an amendment.



CONTRACT #25-21-03

This agreement is made and entered into on the 27th day of May 2025, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",
AND

VIRGINIA TRANSFORMER CORPORATION, hereinafter referred to as "the Contractor"

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, and the District, for the consideration of material furnished, agrees that:

1. **SCOPE OF WORK:** Furnish 12/16/20 MVA 115kV – 12.47kV Transformer per specifications in Bid Pkg. #25-21-03 and Appendix A – Special Conditions to contract.

2. **DELIVERY & ACCEPTANCE:**

The Contractor shall deliver the 12/16/20 MVA 115kV – 12.47kV Transformer F.O.B. destination to the District by May 1, 2026; failure to do so may result in damage to the District.

Testing and Acceptance of conforming items by Benton PUD shall occur within the number of days after delivery as specified in the bid specification (if applicable). Items that fail to meet acceptance criteria as specified in the bid specifications shall be rejected. Acceptance or rejection by the District to the Contractor shall be in writing.

3. **PAYMENT:**

Payment will be made within thirty days of Acceptance by the District or receipt of a valid invoice from the Contractor, whichever occurs later.

The District agrees to pay the Contractor for the material/equipment the sum of one million seventy-nine thousand, five hundred fifty-four dollars (1,079,540.00), plus applicable Washington State Sales Tax.

4. **GUARANTEE:**

The Contractor guarantees the 12/16/20 MVA 115kV – 12.47kV Transformer against all defects in workmanship, materials, and in design as stated on the warranty provided by Virginia Transformer Corporation.

5. PERFORMANCE BOND:

The Contractor shall furnish, in favor of the District, a Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Performance Bond has been tendered.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The vendor expressly acknowledges and agrees that its proposal and any information vendor submits with its proposal is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

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

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

**VIRGINIA TRANSFORMER
CORPORATION**

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

UBI NO. _____

CONTRACT #25-21-03

APPENDIX A – Special Conditions

Changes to General Terms and Conditions:

1. F.O.B. POINT AND SHIPMENTS:

The Transformer shall be shipped by truck direct from the factory and off-loaded F.O.B. to the District's substation located within Benton County, Washington or to Benton PUD warehouse located in Kennewick, Washington as specified by the District at time of delivery. Intermediate transfer from truck to truck shall not be allowed. Shipment by other methods will not be acceptable.

Seller shall be responsible for off-loading the transformer from the truck. Seller must notify the District of the delivery date at least two weeks prior to delivery. Unless otherwise specified in the bid schedule or purchase order, the Seller will be responsible for providing the crane for unloading the transformer. The seller shall be responsible for supervising the unloading and placement of the transformer, which may include additional material if the transformer placement requires jack and roll. The District shall be responsible for the attachment of any equipment removed for shipping.

Seller shall be responsible for tarping the transformer for protection against road grime, scratches, and other damage that can occur during travel. Equipment damaged in shipment will be refused on delivery and it will be the Bidder's responsibility to arrange for prompt repair or replacement to the standards of new equipment. The seller will not be relieved of the responsibility of delivering undamaged equipment, even if the damage is internal, or otherwise undetected and the nature of the damage remains unknown until the equipment is tested and energized.

An impact recorder shall be installed on the truck trailer used to transport the transformer. Another impact recorder shall be installed on the transformer. The impact recorder shall be opened and examined in the presence of a District representative on arrival at destination.

The transformer shall be shipped with or without oil at the Seller's option as stated in BID document 25-21-03:

- Shipment with oil: the transformer shall be shipped with radiators removed. Any internal blocking or bracing used shall not require to be removed prior to placing in service. Quantity of oil required for radiator make-up shall be stated in Proposal and be Bid response and be delivered with transformer.
- Shipment without oil: the tank shall be sealed for shipment and filled with an inert gas under pressure sufficient to ensure that temperature changes encountered in transit will not result in the formation of negative pressures. A pressure-vacuum gauge shall be connected and operating during shipment. Any internal blocking or bracing used during shipment which is to be removed from the transformer at its destination, shall be colored red. If the transformer is shipped without oil. The manufacturer will be responsible for filling and processing the transformer at the point of delivery and shall include cost of this work.

A complete list of all material shipped shall be furnished in duplicate to the District prior to shipment.

2. BUYER'S OBLIGATION OF ASSISTANCE: Except to the extent Seller has otherwise assumed such

responsibility for itself under express provisions of the attachment hereto entitled "Proposal", Buyer shall:

- a) place at Seller's disposal all information necessary for performance of the work including any plans, plant layout, wiring instructions and operational information that may reasonably be expected to affect

the performance of the work. This includes to the extent reasonable previous studies or reports and other data relative to the design, installation, and selection of equipment for the work to be performed by Seller.

- b) guarantee access to and to make all reasonable provisions for Seller to enter on its property and other public and private lands as is required for performance of the work including safe storage of equipment, materials, and tools during the process of any such off-site work.
 - c) agree to cooperate in all reasonable ways necessary to Seller's performance of the work.
 - d) covenant that it has disclosed fully and accurately to Seller all general and local conditions which can affect performance of the work prescribed hereunder or the price thereof. Buyer acknowledges that Seller is entitled to rely on information furnished by Buyer in developing its specifications, equipment selection, price, and other terms of this order.
3. **PAYMENT TERMS:** Terms are 20% of the contract value upon drawing approval (not to exceed 30 days from the date of submission), 80% invoiced upon final completion, inspection, & acceptance by the District (not to exceed 30 days from delivery or placement into storage). Should the District's inspection process (that starts after offload is completed and goes for the 30 days reveal an equipment malfunction, manufacturing, or transport damage, the District will withhold 10% of the payment until such time VTC has successfully repaired the unit.

Purchaser grants Seller a security interest in the goods to secure payment of all outstanding balances. Purchaser authorizes Seller to file financing statements, fixture filings, and to execute and file any other documents and take all other steps to perfect its security interest.

Except to the extent otherwise specified by Seller in its quotation or proposal, payments shall become due without setoff. If Seller consents to delay shipments after completion of any product, the goods may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage, cranes, trucking, and other incidental expenses incurred by Seller and the provisions in the "Storage" paragraph below shall further apply.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and provide adequate assurances of its ability to satisfy its financial obligations under its contract with Seller, including but not limited to current financial statements, at any time prior to shipment. If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency; or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws; Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

Any delay in payment as due, will impact all deliverables from Seller including the achievement of deliverables through the guaranteed delivery date. Any extended delay in payment can be the basis for the order to be held and any applicable liquidated damages in favor of Buyer shall be deemed waived.

4. **CHARGEBACKS, SET-OFF, OFFSETS OR WITHHOLDING:** Seller will not accept any back charges, set-off, offsets, or withholding for material or services without the prior written consent of Seller.
5. **DELIVERY:** The prices quoted are for the shipment dates provided on the Seller's proposal. While the Seller shall have no obligation to comply with unilateral directives to change schedules or temporarily cease work, Seller may accommodate Buyer's reasonable written requests for acceleration or deceleration made at least ninety/sixty (90/60) days respectively prior to scheduled delivery. Such changes may or may not be accepted by Seller at its sole discretion. In the event Seller accepts such changes, Seller shall be under no obligation to comply therewith until a price adjustment acceptable to Seller is negotiated between the parties and evidenced by an amendment to the order. Any agreement to delay delivery shall not exceed 6 months from original acknowledgement ship date; goods not released for shipment within such revised time frame shall be automatically deemed canceled and subject to Seller's Cancellation terms listed below.
6. **STORAGE:** Contractor does not provide post manufacturing completion storage. If Owner requires storage post manufacturing completion storage delivery address must be provided within 5 business days or ready to ship notification. Owner will be provided with manual to maintain manufacturer's warranty during storage upon placement into storage. All outstanding balances will become due within 30 days of placement into storage. Any liquidated damages on the face of the purchase order will be deemed as waived if the Good is placed into storage. Risk of loss and title transfer to Owner upon placement into storage.
7. **EXPORT REGULATIONS:** Buyer acknowledges that if the items purchased hereunder are to be exported, they are subject to the U.S. Commerce and/or State Department Export Regulations. Buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission unless otherwise agreed that Seller is to be exporter of record.
8. **CANCELLATION & TERMINATION:** Seller, in addition to all other rights and remedies under this order or at law, shall have the right to cancel and terminate Buyer's order for breach by Buyer including, but not limited to, if Buyer fails to make payment as due or if Buyer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or if action under any law for the relief of debtors is taken. In the event of cancellation and termination of this order by Seller for breach of the provisions hereof by Buyer, Seller shall have no further liability to Buyer and Seller shall not be liable for any costs of cancellation and termination, special, incidental, or consequential damages (including punitive or exemplary damages) for any cause or of any nature whatsoever and such cancellation and termination. All cancellations and terminations by Seller for Buyer's breach shall be subject to the following cancellation/ termination charges which Buyer shall pay Seller upon such Cancellation and Termination:
- 30% of order amount after order entry by Seller.
 - Additional 15% of order amount after outline drawing completion / submission.
 - If manufacturing has begun, charges will be based upon commitments for materials and percent completion in addition to the 45% for engineering and order entry.
9. **RESCHEDULING FEE:** Any extended delays, after Customer has provided final approval of drawings and design, solely caused by Customer exceeding 20 days which result in the loss of the scheduled production slot will be subject to a re-scheduling fee of 30% of the specific order value. This fee is not in addition to the prepayments which will be applied to this rescheduling fee if it is applied. Customer shall be provided written notice and a five-day cure/dispute period prior to application of rescheduling fee. In no event shall delays attributed to Seller shall initiate rescheduling fee.

10. **PATENT INFRINGEMENT:** To the extent that the items ordered are manufactured to designs, drawings, specifications, or instructions furnished by Buyer, Buyer guarantees that the manufacture and sale or use of such items will not infringe upon any U.S., or foreign patents. Buyer further agrees to indemnify and hold harmless the Seller from any expense, loss, cost, damage, or liability of any kind which may be incurred because of any such infringement or alleged infringement of patent rights with respect to such items and to defend, at its own cost and expense, any action or claim in which such infringement is alleged. Buyer shall promptly notify Seller of any such action and shall provide Seller an opportunity, at Seller's option, to participate in any defense of such action or claim at Seller's own expense.

Seller shall hold Buyer harmless from costs actually incurred arising directly from the defense of any suit for infringement of any domestic or foreign patent by a Seller-manufactured item, provided Seller shall be given timely written notice of such suit and the option to replace the same, obtain a license, make other arrangements to avoid litigation or to defend the suit. No indemnification is offered or applicable for alleged infringement arising from the use of Seller's items in combination with other items supplied by Buyer or from compliance with drawings, specifications or instructions furnished by Buyer as described in the paragraph above. Further, no indemnification by Seller applies if this order is accepted under a U.S. government contract containing an Authorization and Consent Clause applicable hereto as prescribed by U.S. federal procurement laws and regulations.

11. **DISCLOSURE OF INFORMATION / PROPERTY OF SELLER:** Any information, suggestions or ideas transmitted by either Buyer or Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence unless it is stamped or marked "Confidential" prior to delivery by the disclosing party. Neither party shall use or disclose such property to any third party or any one not having a need to know, including employees, without the prior written consent from the disclosing party. Title to all tools, test equipment and facilities not furnished by Buyer or specifically paid for by Buyer as a separate line item under any order, shall remain with Seller. Further, Seller does not agree to submit to Buyer because of the Consideration paid under this order, any information, technical data, or drawings which are proprietary to Seller; nor does Seller agree to grant to Buyer any patent rights, title, or license without Seller's expressed prior written consent.

12. **TAXES:** The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, value added, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, value added, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services if Seller from Buyer do not receive a Sales Tax exemption form.

13. **EQUIPMENT WARRANTIES AND REMEDY:**

A. For the period set forth below in this paragraph, Seller warrants that each newly manufactured item sold hereunder, and such portion of a repaired/refurbished item as has been repaired or replaced by Seller under this warranty, shall be free from defects in material, workmanship, or title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Seller's attention during the warranty period and be substantiated by examination at Seller's factory or by authorized field personnel, then (i) Seller shall correct such failure, at Seller's exclusive option, repair or replacement of the nonconforming item or portion thereof with Buyer promptly making product available to be worked by Seller's personnel or agents without

interference with no additional cost to the Seller; or (ii) Buyer making available product F.O.B. Seller's plant with Seller's written return authorization, at Seller's exclusive option, for repair or replacement of the nonconforming item or portion thereof. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall the Seller be liable for any costs or expenses more than those described in this paragraph and expressly excluding any liability or damages for special, incidental, or consequential damages.

The warranty period for newly manufactured items shall extend 12 months from the date of first energization or 18 months from the date of shipment whichever occurs first or unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Seller is found to have been subject to:

- a. mishandling, misuse, negligence, or accident.
- b. storage, installation, operation, testing, or maintenance that either was not in accordance with Seller's specifications, instructions, manuals, or otherwise improper, or contrary to industry standards.
- c. tampering as evidenced for example by broken seals, damaged packaging containers, etc.
- d. testing of equipment above normally accepted field tests.
- e. repair or alteration by anyone other than Seller without Seller's express advance written approval.
- f. payment(s) not received per terms of sale.

Failure to promptly notify Seller in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. Buyer shall describe any such non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller. No back charges shall be accepted without the prior written consent of Seller's authorized representative. Where a failure cannot be corrected by Seller's reasonable efforts, the parties shall mutually agree upon an equitable adjustment in price. The preceding sets forth the exclusive remedies for claims (except as to title) based on defect whether in contract or tort (including negligence or strict liability) and however instituted. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. **SELLER'S INSTALLATION WARRANTY:** Seller warrants that all work hereunder shall be performed in accordance with the standards employed by Seller in performing the same or similar services for itself. Seller disclaims any and all other representations or warranties expressed or implied including without limitation any representation or warranty that a) any unauthorized entry, burglary, theft, embezzlement, or any other crimes will be prevented by the equipment and/or installation thereof or that b) any particular purpose or standard of care intended or desired or any particular results to be achieved by Buyer through the installation and operation of the items to be delivered hereunder. Seller's installation services and installation warranty does not include or imply any assistance for system field troubleshooting and no back charges for such services shall be accepted without the prior written consent of Seller's authorized representative.

- C. **EXTENDED WARRANTY PERIOD OPTION FOR CORE AND COIL:** When purchased, the warranty period may be extended by the period specified in such purchase covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty period coverage. The annual DGAs should be emailed to: FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time period all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period. In case of any disturbance in the system that causes the transformer to trip off-line, following information shall be forwarded to Virginia Transformer Corp within 48 hours: Event summary with relevant data, Protection system data, Overvoltage conditions (If any), Fault data (if any) and offset timing with peak current value, Loading, Environmental and atmospheric conditions. Failure to timely provide this information may void the warranty.
- D. **EXTENDED BUMPER TO BUMPER WARRANTY PERIOD OPTION:** When purchased, the warranty for the extended period specified will cover the entire Transformer including core and coils and all associated transformer accessories against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. Bumper to Bumper Warranty does not cover normal wear and tear including paint and gaskets beyond five years. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty coverage, and the additional data as stated in Section 15(A) The annual DGA's should be emailed to: FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period.
- E. **IN/OUT COVERAGE OPTION:** When purchased, Seller will cover only the expenses to transport the transformer to a repair facility and back to site for warranty failures occurring within the period defined. Buyer will make transformer ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by Carrier. Craning, civil work, disconnection, and reconnection of the transformer, etc. is the responsibility of the Buyer.

14. **CONFIGURATION STATUS AND SUBSTITUTION OF MATERIALS:** Seller reserves the right to make substitution of materials without degrading the quality of product. Customer approval will be solicited when changes affect form, fit or function. Seller further reserves the right to discontinue any items without notice and to change or modify specifications at any time without incurring any obligation to incorporate new or modified features in components or products previously sold or shipped.

15. **LIMITATION OF LIABILITY:** Neither party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability), warranty, indemnity, or otherwise. Neither party's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof shall exceed the price of the item giving rise to the claims for loss or damage in the event more than one item is included in this contract/order with distinct pricing being allocated to each item in arriving at the total contract/order price.

16. **HAZARDOUS BUSINESS:** Unless otherwise agreed in writing by an authorized representative of the Seller, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as commercial or military aircraft, missile installation, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. If so used, Seller disclaims all liability for any nuclear damage contamination or other injury and Buyer shall indemnify and hold Seller harmless from such liability whether as a result of breach of contract, warranty, tort (including negligence) or other grounds. Neither Seller nor its suppliers shall have any liability to the Buyer or its insurers whether based on contract, warranty, tort (including negligence or strict liability) or other grounds for on-site damage to any property located at a nuclear facility.

17. **COMPLIANCE WITH LAW:** Buyer shall comply with all applicable Federal, State, , municipal and local laws including but not limited to: laws concerning procurement integrity (particularly subsections 27(a), (d) and (f) of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §423 and FAR 3.104- 3; the Byrd Amendment (31 U.S.C. §1352); laws governing lobbying activities (2 U.S.C. §261 et seq., particularly § 267); laws prohibiting the giving of bribes (18 U.S.C. §201(b) or gratuities (18 U.S.C. §201 (c); the Foreign Corrupt Practices Act of 1977, as amended, (15 U.S.C. §78m, 78dd-1, 78dd-2, and 78ff),. Buyer acknowledges that if items purchased are to be exported, Buyer has the complete responsibility and agrees to comply with all export laws and regulations of the U.S. Department of Commerce and of the U.S. State Department, or other governmental body.

Seller hereby certifies that all goods sold hereunder which are produced or manufactured in the United States of America are products in compliance with the Fair Labor Standards Act of 1938 which shall be considered as satisfied by this certification.

18. **INSURANCE:** Buyer shall maintain its usual and customary insurance coverage for automobile, workmen's compensation and third-party liability claims during performance of this order and, if requested by Seller, name Seller an insured under its third-party liability coverage.

19. **NON-WAIVER:** The failure of Seller to enforce at any time any of the provisions of this order shall not constitute a waiver of such provisions or a waiver of the right of Seller to enforce any or all provisions. If any term or provisions of this order is held invalid or unenforceable by any court of competent jurisdiction, the remainder of this order shall continue to be valid and binding upon the parties unless performance thereof is rendered legally impractical and no longer fulfills the intention of the parties under this order.

20. **APPLICABLE LAW AND FORUM FOR RESOLUTION OF DISPUTES:** This contract shall be deemed to have been made and performed in, and shall be construed, interpreted and the rights and obligations of the parties determined by the law of the Commonwealth of Virginia excluding choice of law rules. Any dispute, controversy or claim arising out of or related to this contract, or any breach thereof, shall be resolved by binding arbitration administrated by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Roanoke, Va. In case of non- performance by Buyer requiring arbitration or other legal action, Seller's costs, and reasonable attorney's fees of arbitration or other legal action shall be the responsibility of the Buyer.

21. **PRICE SURCHARGE:** In a force majeure like event any components such as, electricity, freight, labor, core steel, etc. (excluding copper and mineral oil) are subject to abnormal price increases, that raise the overall cost of the unit by two percent (2%) or more, and Supplier is not able to otherwise mitigate these increases during the period between the proposal date and the shipment date, Supplier may pass along those specific

incremental cost increases which shall not exceed 6% of the total cost of the unit. Supplier will provide evidence of the specific cost increases, in the event they occur, and adjustment is sought.

22. **ASSIGNMENT**: Except as otherwise expressly provided herein, no assignment of this order or Buyer's rights under this order shall be made by Buyer without the prior written agreement of the Seller. All amounts due to the Seller, including the assignment fee of \$10,000, must be paid to the Seller before any assignments will be granted. In addition, Buyer must provide financial and other information as requested by the Seller to support the ability of the assignee to pay future amounts that may become due. Seller reserves the right to deny any request for assignment.
23. **FORCE MAJEURE**: In addition to other liability limitation herein contained, seller shall not be responsible to the Buyer for any loss or damage due to failure or delay in performance or delivery of any of the items or services required under this order when such delay or failure is due to causes beyond the Seller's reasonable control. Such causes shall include without limitation fires, floods, epidemics, pandemics, quarantines, unusually severe weather, strikes, embargoes, wars, political strife, riots, delays in transportation, compliance with any regulation or directives of any national, state, or local municipal government or authority and unforeseeable shortages in fuel, power, materials, or labor. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to an inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Buyer of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.
24. **CHANGES IN LAW/ REGULATION**: In the event that, after the date of this Agreement, any change in applicable laws, regulations, tariffs, duties, or import/export restrictions—including any new or increased taxes, duties, or fees, or other governmental or regulatory requirements (collectively, "Regulatory Changes")—results in increased costs to Seller in fulfilling its obligations under this Agreement, Seller shall have the right to pass through any such increased costs directly to Buyer. Upon the occurrence of any Regulatory Changes, Seller shall notify Buyer in writing of the nature of the Regulatory Change and the additional costs incurred as a result. Buyer agrees to pay Seller for all additional costs arising from Regulatory Changes, including but not limited to additional taxes, tariffs, duties, fees, or other charges. Such costs shall be added to the amounts payable by Buyer, and Buyer shall pay such additional costs within 30 days of receipt of an invoice detailing the additional charge.
25. **FREIGHT AND FIELD SERVICES**: Freight of Offload costs are Prepaid and Add. Freight and Off load will be invoiced as per actual cost at the time of Shipment with 15% additional Administrative charge. Other field services prices are estimates that will be adjusted finalized at time of service. Per proposal submitted in response to Bid 25-21-03 pg.5.

CONTRACT #25-21-03

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated May 27, 2025, with VIRGINIA TRANSFORMER CORPORATION, hereinafter designated as the "Contractor", providing for 12/16/20 MVA 115kV – 12.47kV Transformer, which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of

(\$1,079,540.00) DOLLARS plus Washington State Sales Tax

for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:

AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the

agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.


Surety

Title

Contractor

Title

COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract Award – #795 ACSR, Drake Conductor, 26/7 Str. – Bid Package #25-21-09	
Authored by:	Dax Berven	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion Authorizing the General Manager on behalf of the District to award Contract #25-21-09 to Anixter Inc. for #795 ACSR, Drake Conductor, 26.7 Str. in the amount of \$151,873.00 plus Washington State sales tax all in accordance with RCW 54-04-080.

Background/Summary

Bids were opened on Wednesday, June 11th, 2025, at 3:00pm for the procurement of 58,000 ft. of #795 ACSR (Drake) conductor. Bids were received as follows:

Vendor / Manufacturer	Cost (\$ / ft)	Total Price (\$)	Delivery	Engineer's Estimate (\$ / ft)	Engineer's Estimate (\$ / ft) +15%
General Pacific / CME	\$2.617	\$148,826.00	23-25 wks	\$2.424	\$2.788
Anixter / Priority	\$2.6185	\$151,873.00	21-23 wks		
American Wire Group	\$2.80	\$162,400.00	5 wks		
Border States / Southwire	\$3.011	\$175,228.16	22-26 wks		
Border States / Prysmian	\$3.043	\$176,494.00	12-16 wks		
DP Wire & Cable	\$3.58	\$207,640.00	18-20 wks		

Recommendation

Staff recommends the District award to Anixter/Priority as they provided firm pricing. General Cable/CME provided metals adjusted pricing and metals tariffs have been enacted.

Placing this order for 795 ACSR conductor will ensure the District had an adequate on hand supply for maintenance/repairs and will be able to meet anticipated construction timelines.

Fiscal Impact

Total costs included in this recommendation are \$151,873.00 plus applicable taxes. This conductor is anticipated to delivery during 2025, and a budget amendment will be required.



Contract # 25-21-09

**CONTRACT
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 24 day of June, 2025, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",
AND
ANIXTER (PRIORITY) hereinafter referred to as "the Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, and the District, for the consideration of material furnished, agrees that:

1. SCOPE OF WORK: Furnish #795 ACSR, Code Drake per specifications in Bid Pkg. #25-21-09.
2. DELIVERY & ACCEPTANCE:

The Contractor shall deliver the #795 ACSR, Code Drake F.O.B. destination to Benton PUD by December 2, 2025; failure to do so may result in damage to the District.

Testing and Acceptance of conforming items by Benton PUD shall occur within the number of days after delivery as specified in the bid specification (if applicable). Items that fail to meet acceptance criteria as specified in the bid specifications shall be rejected. Acceptance or rejection by the District to the Contractor shall be in writing.

3. PAYMENT:

Payment will be made within thirty days of Acceptance by the District or receipt of a valid invoice from the Contractor, whichever occurs later.

The District agrees to pay the Contractor for the material/equipment the sum of One hundred fifty one thousand, eight hundred seventy three dollars (\$151,873.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Contractor guarantees the #795 ACSR, Code Drake against all defects in workmanship, materials, and in design as stated on the warranty provided by Anixter (Priority).



Contract # 25-21-09

5. PERFORMANCE BOND:

The Contractor shall furnish, in favor of the District, a Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Performance Bond has been tendered.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The vendor expressly acknowledges and agrees that its proposal and any information vendor submits with its proposal or which vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by vendor, the District's sole obligation shall be to notify the vendor promptly, so that the vendor at vendor's expense and cost, may seek court protection of any of the requested information vendor deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

ANIXTER

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



Contract # 25-21-09

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated June 24, 2025,

With, _____ hereinafter designated as the "Contractor", providing for #795 ACSR, Code Drake, which agreement is on file at the District's office and by this reference is.

made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of

(\$151,873.00) plus Washington State sales tax

for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:



Contract # 25-21-09

AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration, or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations, or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety


Title

Contractor

Title



COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24, 2025	
Subject:	Contract 25-21-15 – Sun Heaven Farms LLC. Developer & Loan Agreement	
Authored by:	Evan Edwards	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to authorize and sign Contract #25-21-15 – Sun Heaven Farms LLC. - Developer & Loan Agreement in substantially the form presented.

Background/Summary

In early 2025, Sun Heaven Farm LLC—a long-standing and valued customer—notified District staff of its plans to construct a processing facility at the eastern end of its farming operation. The proposed facility's electrical load would be situated at the farthest point from the existing Sun Heaven #2 Substation near Highway 221, served by the District's S1R feeder.

Initial load forecasts for the new facility indicated that the additional demand would exceed the District's established loading criteria for farm operations. After evaluating various alternatives and their associated limitations for increasing capacity, the District and Sun Heaven Farms agreed on a solution: extending the District's 115kV transmission system and constructing a new 115kV/12.47kV substation near South Travis Road, at the east end of the farm.

This project will expand distribution capacity and enhance electric service reliability for Sun Heaven Farms LLC operations.

The total estimated project cost is \$4,078,541. Total actual costs will be shared between Sun Heaven Farms LLC and the District apportioned in accordance with Exhibit A of Contract.

Based on the estimated project costs, the cost share is as follows:

	Total Cost	Sun Heaven Cost	District Cost
Project Total (\$)	\$4,078,541.27	\$3,561,074.14	\$517,467.13

District costs include material and labor differences in upgrading the line to 795 ACSR (Segments 1-A and 1-B) from 4/0 ACSR, Substation SCADA Installation, Transmission Switch Installations, and Fiber Line Extension as described in Exhibit D of Contract.

On May 27, 2025, the Commission adopted Resolution No. 2696 amending the District's Line Extension and Facilities Construction Policy (Policy) to allow the District to enter into Special Contracts with terms defined by the policy to cover Contribution in Aid to Construction (CIAC) for entities that meet certain pre-defined criteria. The Policy caps the outstanding principal balance of all Special Contracts to 2% of the current year's retail sales forecast. The current retail sales forecast is \$137,997,907.00 (2025 Budget) = 2% cap of \$2,759,958.14.

Sun Heaven Farms LLC has requested a Special Contract to finance its share of the Contribution in Aid of Construction (CIAC) costs associated with the project. Under this agreement, Sun Heaven Farms LLC will be responsible for an upfront lump-sum payment of \$801,116.00 and an outstanding principal balance of \$2,759,958.14 to be repaid over five years, with a true-up of actual costs occurring upon construction completion.

Recommendation

Staff recommends approving this contract with Sun Heaven Farms LLC to recover costs associated with the Sun Heaven #3 Transmission and Substation Project. Cost recovery will occur over a five-year period and include a rate of return as defined by District policy.

Fiscal Impact

This project is not included in current budget. This project will require a budget amendment and inclusion in the 2025 amended budget and the 2026 budget. Engineering staff has provided estimates to the parties. Project closing will use actual costs to determine annual payments.



DEVELOPER & LOAN REPAYMENT AGREEMENT

Between

Public Utility District No. 1 of Benton County and Sun Heaven Farms LLC

For

Sun Heaven #3 Substation, Transmission & Distribution Project

This Developer & Loan Repayment Agreement (the "Contract") is made and entered into as of the date of full execution by **Public Utility District No. 1 of Benton County, Washington** (the "District") and **Sun Heaven Farms LLC** (the "Customer"). The District and the Customer are collectively referred to herein as the "**Parties.**"

RECITALS

WHEREAS, the Customer has requested electrical service for their Sun Heaven #3 Substation, Transmission & Distribution farm development; and

WHEREAS, the Customer plans to install a connected electrical load of approximately 2.5 MW; and

WHEREAS, the District has agreed to serve the requested load addition(s), by installing necessary transmission, substation and feeder infrastructure as shown on Exhibit D - Sun Heaven #3 Substation, Transmission & Distribution Project (Project); and

WHEREAS, the Customer desires an energization date for the Project no later than August 15, 2026; and

WHEREAS, the District Commission at its June 24, 2025, meeting approved Work Orders #733535, 744200, 734321, 744603, and 743896 to provide the Customer requested service; and

WHEREAS, this Agreement applies only to the Project which includes work orders identified in Exhibit D - Sun Heaven #3 Substation, Transmission & Distribution Project; and

WHEREAS, the District's Line Extension and Facilities Construction Policy (LEFCP) specifies that Large Agricultural Irrigation (LAI) customers are responsible for 100% of initial and upgrade costs of distribution facilities through a contribution in aid of construction (CIAC); and

WHEREAS, for LAI customers the LEFCP specifies that when capacity requirements require new or upgraded transmission and substation facilities (T&S Facilities), if those T&S Facilities are for the exclusive benefit of one customer, the customer shall be responsible for 100% of the initial cost of T&S Facilities through CIAC; and

WHEREAS, the LEFCP allows for a Special Contract in this circumstance to pay for CIAC with a repayment term no longer than five years; and

WHEREAS, the outstanding principal balance of all Special Contracts is capped at 2% of the District's current year's retail sales forecast; and



WHEREAS, Customer has demonstrated credit worthiness that meets requirements for a Special Contract through satisfactory payment history with the District; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 – Purpose.

The purpose of this Contract is to formalize the commitment of the Parties to fund the construction of the project described in *Exhibit D – Sun Heaven #3 Substation, Transmission & Distribution Project*.

Section 2 – Funding and Contributions.

The estimated total construction cost of the Project is \$4,078,541.27. The cost share for the Customer and the District, described based on project segments in the table identified in Exhibit A – Sun Heaven Farms LLC Project Estimate of this Agreement.

- A. Customer commits to fund the cost share set forth in Exhibit A, which is estimated to total \$3,561,074.14.
- B. The District commits to fund the cost share set forth in Exhibit A, which estimated to total \$517,467.13. District costs include material and labor differences in upgrading the line to 795 ACSR (Segments 1-A and 1-B) from 4/0 ACSR, Substation SCADA Installation, Transmission Switch Installations, and Fiber Line Extension.
- C. The Parties agree to fund actual costs for the Project in Exhibit A – Sun Heaven Farms LLC Project Estimate and the Customer agrees to the loan repayment conditions as described in Exhibit B – Loan Repayment of this agreement which includes \$801,116.00 due within 30 days of the execution of this contract. The District will authorize and manage Project change orders and provide notification to the Customer if costs increase/decrease. Upon project completion, the District will adjust the outstanding balance of the loan and repayment amounts identified and described in Exhibit B – Loan Repayment.
- D. Charges for District labor and related labor overheads shall be capped at the estimate provided in Exhibit A – Sun Heaven Farms LLC Project Estimate should actual amounts exceed the estimate.

Section 3 – Potential Credits to Customer Costs

If the District extends the transmission line (Segment 1) to connect with a future Bonneville Power Administration (BPA) line under Load Interconnection Request L0652, within ten years



from the execution of this contract, the District shall evaluate costs paid by the Customer associated with Work Order #733535.

Any portion of those costs determined by the District to constitute a benefit to the transmission or distribution system shall be reimbursed to the Customer, along with a pro rata share of interest paid by the Customer on those reimbursable costs.

Such reimbursement shall be made by the District to the Customer upon execution of a formal interconnection agreement with BPA and commencement of construction related to the interconnection.

In the event additional capacity is allocated to Benton REA, the District shall charge Benton REA a pro rata share of the costs associated with such capacity. The District shall credit the Customer an equivalent amount corresponding to the costs, including any interest paid, identified in Exhibit A charged to the Customer. The credit may be applied as a reduction in the outstanding loan balance.

Section 4 – Term of Agreement.

The effective date of this Contract shall be the date contract is fully executed by all Parties. This Contract will remain in effect for ten years from the effective date or until such time all payments have been received and the Customer has been reimbursed for system benefits, as outlined above if applicable, whichever is earlier. The District will provide a written notice of Project completion and interconnection construction when applicable to the Customer.

Section 5 – Reimbursement Upon Project Cancellation.

In the event the Project is canceled prior to completion of construction, the Customer agrees to reimburse the District for:

- A. the cost of equipment and materials purchased in advance of the execution of the Project Agreement, as outlined in *Exhibit C – Reimbursable Costs Due to Project Cancellation*; and
- B. any applicable labor costs incurred by the District.

Section 6 – Records.

The records and documents associated with all matters covered by this Contract shall be owned by the District and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Contract.

Section 7 – Completion Date and Limitation of Liability for Delay

The District agrees to use reasonable efforts to complete the Project by **August 15, 2026**.



Contract 25-21-15

Notwithstanding any provision to the contrary in this Agreement, the District shall not be liable for any damages, losses, or compensation arising from its failure to complete construction by **August 15, 2026**, provided the District exercises reasonable efforts to complete the work in a timely manner.

The Customer hereby expressly disclaims, waives, and releases the District from all claims, judgments, or causes of action relating to delays in completion of the Project.

This provision has been specifically negotiated and agreed to by the Parties. _____
Customer Initial

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The Customer expressly acknowledges and agrees that its proposal and any information Customer submits or which Customer submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by Customer, the District's sole obligation shall be to notify the vendor promptly, so that the vendor at vendor's expense and cost, may seek court protection of any of the requested information vendor deems confidential.

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

SUN HEAVEN FARMS LLC

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO.: _____



EXHIBIT A – SUN HEAVEN FARMS LLC PROJECT ESTIMATE

	Estimated Total Cost	Customer Share	District Share
TOTAL ESTIMATED PROJECT COST	\$4,078,541.27	\$3,561,074.14	\$517,467.13
T-Line Segment 1-A (2 Miles) (WO#733535) (1)	\$765,421.61	\$642,564.58	\$122,857.03
T-Line Segment 1-B (1 Mile) (WO# 733535) (1)	\$355,297.86	\$273,869.34	\$61,428.52
T-Line Segment 2 (1.5 Miles) (WO# 744200)	\$410,804.01	\$308,103.01	\$0.00
Substation (WO#734321) (2)	\$1,958,272.76	\$1,934,073.60	\$24,199.16
Dist. Segment 3 - SUN-3 12.47kV Dist. Ext. to Booster 4 (WO# 744603)	\$230,905.66	\$230,905.66	-
12.47kV Dist. Improvements North of Booster 4 (WO#744603)	\$68,856.95	\$68,856.95	-
Transmission Switches (WO#743896)	\$116,327.62	-	\$116,327.62
Fiber Installation (WO#734364)	\$192,654.80	-	\$192,654.80

	Estimated Total Cost	Customer Share	District Share
TOTAL ESTIMATED DISTRICT LABOR BREAKDOWN (INCLUDED IN TOTALS ABOVE)	\$112,933.75	\$103,528.75	\$9,405.00
Engineering	\$48,080.00	\$44,480.00	\$3,600.00
Transformer Shop	\$54,290.00	\$54,290.00	-
Meter/Relay Shop	\$10,563.75	\$4,758.75	\$5,805.00

NOTES: (1) District share includes conductor upgrade to 795 ACSR

(2) District share includes SCADA equipment installation

The following overheads apply to the District's actual costs for labor, transportation, and small inventory items:

Overhead	Line Extension and Other Billable Projects
Regular Labor Overhead	47%
Overtime Labor Overhead	22%
Construction Supervisory and Admin. Overhead	10%
Stores/Materials and Exempt Inventory	15%
Tax Gross-ups for use in estimates	1.83%
not charged in actuals	4.02%
Vehicle:	
Cars & Light Trucks	\$0.55/mile
Line Trucks & Large Vehicles	\$4.91/mile



EXHIBIT B - LOAN REPAYMENT

Customer agrees to pay costs identified in Exhibit A of this Agreement for Sun Heaven Farms LLC. Customer costs for this project are estimated at \$3,561,074.14 and will be required to be paid to the District in accordance with the District's Line Extension and Facilities Construction Policy which allows for a Special Contract up to 2% of the current year's retail sales forecast and must follow the following terms as defined in Resolution No. 2696 approved by the Commission May 27, 2025.

- A Special Contract will have a repayment term of no longer than five years.
- Repayment terms will include annual installments of principal plus calculated interest.
- A cap on the outstanding principal balance of all Special Contracts equal to 2% of the current year's retail sales forecast. Which for 2025 is \$137,997,907.00. 2% cap = \$2,759,958.14.
- No other Special Contracts have been approved or requested as of the June 24, 2025 District Commission meeting. Therefore, customer is eligible for loan amount up to the current cap.
 - The estimated cost above the Special Contract cap at contract execution is \$801,116.00 and is due 30 days from the execution of this contract.
- The interest rate is variable on an annual basis and equal to the Local Government Investment Pool (LGIP) plus 2%.
 - Interest on the outstanding principal balance shall begin to accrue on the date this agreement is fully-executed and is payable on the same schedule as the principal balance, with the interest rate for each annual payment being equal to 2% plus the twelve month average of the 30-Day Yield published for the LGIP on the Washington State Treasurer's website on the first of every month, calculated on the 1st of the month preceding the annual payment. For example, the interest rate to be applied to the period of July 15, 2025, through July 14, 2026, shall be calculated as the average of the LGIP 30-Day Yield reported for the first of every month beginning with August 1, 2025, and ending with July 1, 2026.
- The first installment payment is due 12 months from the date of the contract with subsequent payments occurring every 12 months thereafter.
 - As soon as practicable, the District will provide the Customer with the interest calculation due with each installment.
- Payments to the District received more than 30 days past the due date are considered delinquent and will be assessed a late fee of 1% of the balance due per month until paid.

The payment schedule below is based on costs identified in Exhibit A – Sun Heaven Farms LLC Project Estimate and will be the basis for billing the Customer until project construction completion. Upon Project completion, the District will perform a one-time reallocation of actual costs less payments received over the remaining payments. The reallocation will include a review of the Special Contracts cap based on the current year's forecast. Actual costs over the estimated costs and up to the cap will be added to the reallocation. Costs over the cap will be billed to the



Contract #25-21-15

Customer in a lump sum and will be due and payable 30 days from the invoice date. The Customer can pay off the loan balance with accrued interest at any time.

Project Repayment Schedule:

Due Date	Principal	Interest	Project Balance
			\$ 3,561,074.14
6/24/2025	\$ 801,116.00	None	\$ 2,759,958.14
6/24/2026	\$ 551,991.63	LGIP+2%	\$ 2,207,966.51
6/24/2027	\$ 551,991.63	LGIP+2%	\$ 1,655,974.88
6/24/2028	\$ 551,991.63	LGIP+2%	\$ 1,103,983.29
6/24/2029	\$ 551,991.63	LGIP+2%	\$ 551,991.63
6/24/2030	\$ 551,991.63	LGIP+2%	



Contract #25-21-15

EXHIBIT C – REIMBURSABLE COSTS DUE TO PROJECT CANCELLATION

Equipment/Material Description	Estimated Cost Reimbursement
#795 ACSR, Drake Conductor	\$131,000.00
Ductile Iron Poles	\$487,563.00
Substation Structural Steel	\$62,700.00
Surveying	\$12,500.00
Construction Contract	\$1,093,215.00
Total Costs	\$1,786,978.00

The above represents estimated costs for major equipment and materials identified prior to the start of the Project, in addition to costs included in contract #25-21-18 signed on June 16, 2025. These estimates are not all-inclusive and do not represent the total costs for which the Customer will be responsible.

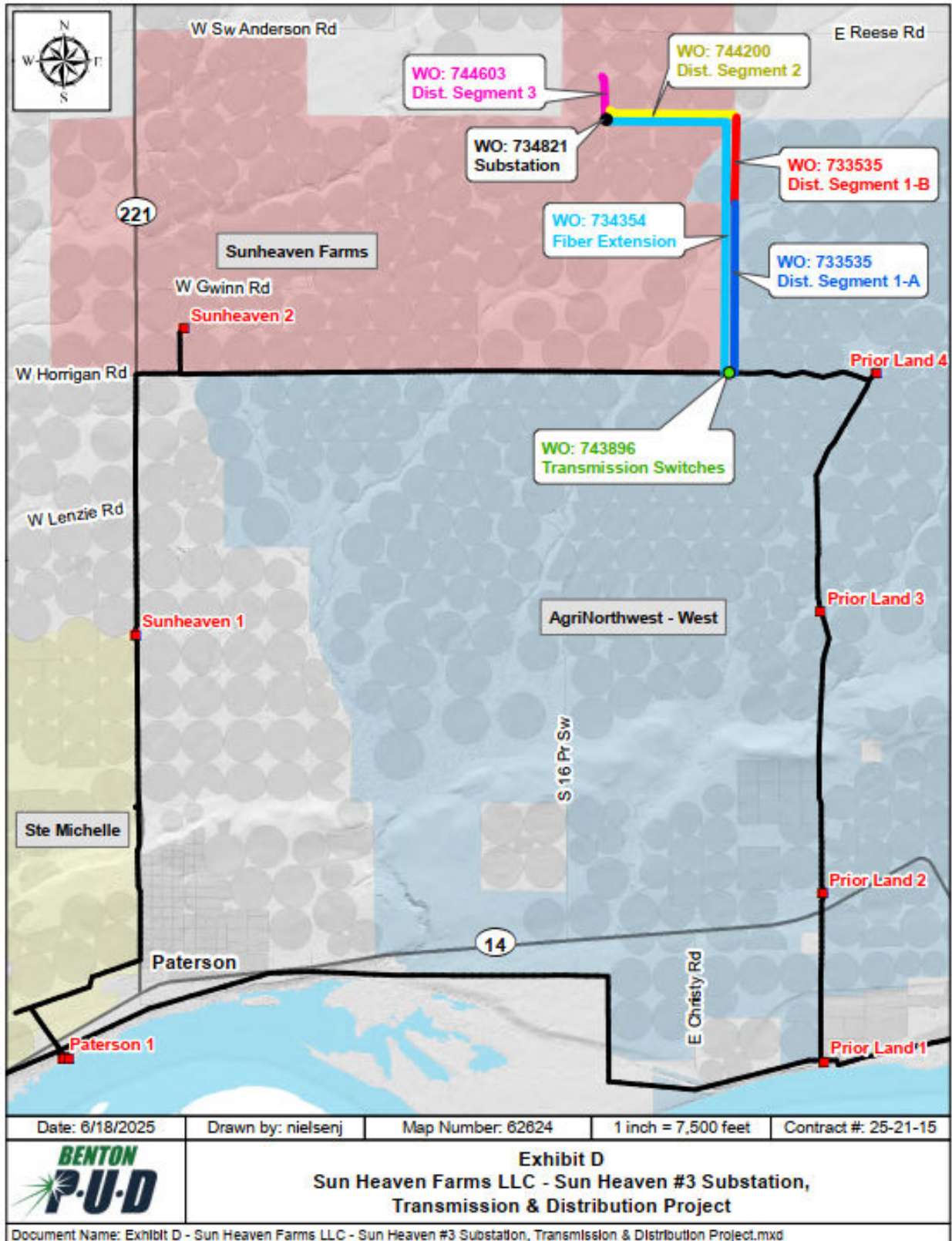
Customer Responsibility Upon Project Cancellation

Upon execution of this Agreement, if the Project is subsequently canceled for any reason, the Customer shall be responsible for all actual costs and expenses related to Project incurred by the District up to the date of cancellation.




Contract #25-21-15

EXHIBIT D – SUN HEAVEN FARMS LLC PROJECT –
Sun Heaven #3 Substation, Transmission & Distribution Project





COMMISSION AGENDA ACTION FORM

Meeting Date:	June 24 th , 2025	
Subject:	State of System Presentation	
Authored by:	Nikki Becker	Staff Preparing Item
Presenter:	Evan Edwards and Steve Hunter	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input checked="" type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input checked="" type="checkbox"/> Presentation Included

Motion for Commission Consideration:

None.

Background/Summary

The State of the System presentation provides a summary of various efforts made including Joint Use compliance, quality assurance measures taken, maintenance to the distribution system, and upcoming major capital projects.

Three years ago, staff determined to present this topic twice each year due to the significant amount of information to be covered and to achieve the goal of presenting the most up to date data.

At that time, topics were divided between the two sessions. Please note, however that some areas will be reviewed during both presentations.

Recommendation

We recommend this presentation as an Information Only item.

Fiscal Impact

N/A for this presentation.