



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

Tuesday, February 10, 2026, 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: 359 861 969#

- 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. 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 January 27, 2026 | pg. 3 |
| b. Travel Report dated February 10, 2026 | pg. 8 |
| c. Annual Travel Report (2 nd Updated) dated February 10, 2026 | pg. 9 |
| d. Vouchers dated February 10, 2026 | pg. 10 |

Operations/Engineering

- | | |
|---|--------|
| e. Quit Claim Deed – Bonneville Apartments – WO# 685588 | pg. 29 |
| f. Apple Valley Phase 9 – WO# 757808 | pg. 33 |
| g. Southcliff Phase 9 – WO# 693622 | pg. 35 |

Power Management

- | | |
|---|--------|
| h. Conservation Rebate Report – 2025-Q4 | pg. 37 |
|---|--------|

Procurement

- | | |
|--|--------|
| i. Contract Award to American Wire Group, Contract #26-21-01 | pg. 39 |
| j. Contract Award to ATS Inland NW – Contract #26-38-01 | pg. 45 |
| k. Contract Award – Three Contracts for 2026-2027 Distribution Transformers: | |
| i. Irby (Hitachi) – Contract #25-21-32 (A) | |
| ii. Hyundai – Contract #25-21-32 (B) | |
| iii. Kerec – Contract #25-21-32 (C) | pg. 62 |

6. Management Report

7. Business Agenda

- a. Treasurer's Report/Redistribution of Unrestricted Reserves – K. Mercer pg. 79
- b. Major Project/2025 End of Year Presentation – S. Hunter/E. Edwards pg. 86
- c. 2025-2030 Strategic Technology Plan Update – J. Holbrook pg. 87
- d. Performance Measurement Report – 4th Quarter 2025 – J. Meyer pg. 88
- e. 2025-2029 Year-End Strategic Plan Progress Report – R. Dunn pg. 112
- f. Amendments to Contract #25-46-10, CO #1 – Interlocal Agreement with NoaNet and Admission of New Member – Resolution No. 2719 – C. Folta pg. 117

8. Other Business

9. Future Planning

10. Meeting Reports

11. Executive Session

12. 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.)

MINUTES

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

Date: January 27, 2026

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
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

Absent: Assistant General Manager/Sr. Director Engineering & Operations Steve Hunter

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; Jennifer Holbrook, Senior Manager of Applied Technology; Jodi Henderson, Manager of Communications & Government Relations; Karen Dunlap, Manager of Human Resources; Kent Zirker, Manager of Accounting; Michelle Ochweri, Manager of Procurement; Paul Holgate, Cyber Security Engineer III; Robert Inman, Superintendent of Transportation & Distribution; Robert Frost, Supervisor of Energy Programs; Shanna Everson, Distribution Designer; Shannon Sensibaugh, Administrative Assistant, II; Tyson Brown, Procurement Specialist II.

Call to Order & Pledge of Allegiance

The Commission and those present recited the Pledge of Allegiance.

Agenda Review

No changes.

Public Comment

None.

Consent Agenda

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

- a. Regular Commission Meeting Minutes of January 13, 2026.
- b. Travel Report dated January 27, 2026
- c. Vouchers (report dated January 27, 2026) 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: 112809-112833 and 112991-113020 in the amount of \$1,368,640.08.
Checks & Customer Refund Payments (CHK): 91579-91646 in the amount of \$310,043.42;
Electronic Fund Transfer (WIRE) Payments: 7495-7504 in the amount of \$731,258.73;
Payroll: Direct Deposit – 1/15/2026: 112834-112990 in the amount \$443,333.88;
Grand total - \$2,853,276.11
- d. 10th Avenue Reconductor - Work Order #730174
- e. 2025-4th Quarter Procurement Contracts Activity & Tariff Report
- f. DJ’s Electrical, Inc. Completion and Acceptance – Contract #25-21-22

Business Agenda

Columbia Snake River Irrigator’s Association (CSRIA) Response to Preliminary Injunction Update

Darryll Olsen, CSRIA Board representative, provided an update on CSRIA’s response to the renewed litigation and pending preliminary injunction affecting Columbia and Lower Snake River operations. He reported that CSRIA has filed an intervenor-defendant response to the renewed litigation and pending preliminary injunction, noting that CSRIA supported the prior settlement and litigation stay and did not agree with the federal decision to rescind participation. He stated that proposed Minimum Operating Pool drawdowns would significantly impact irrigation systems, with estimated capital costs of \$100–200 million and increased annual pumping and maintenance costs of \$10–20 million, and emphasized that irrigators did not cause the current situation and should not be penalized. CSRIA has asked the Court to consider alternatives to MOP drawdowns, including maintaining pool elevations above approximately 261 feet, consistent with flood control considerations, and to allow additional time for analysis and mitigation planning. Mr. Olsen reported that irrigators are closely monitoring the case and expect a decision from the Court by mid-February.

Cancellation of February 24, 2026 Meeting

Clerk of the Board Cami McKenzie indicated that all three Commissioners will be attending the WPUA/APPA Legislative Rally in Washington D.C. during the week of February 23, 2026 and will

not be physically present for the regularly scheduled meeting on February 24, 2026. Additionally, there are no agenda items that need to come before the Commission on February 24, 2026 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, February 24, 2026 as presented. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Power Purchase Agreement Contract #01-51-13 – CO#5 – Letter of Intent – Nine Canyon Wind Project Life Extension Offtake

Power Management Director Chris Johnson presented the Energy Northwest Letter of Intent to authorize the General Manager to sign, formally stating the District is not interested in entering into a new Power Purchase Agreement (PPA), and authorizing the execution of any documents required to complete the exit from the current Nine Canyon Wind Project Power Purchase Agreement.

Director Johnson noted that, since transitioning to a load-following customer, the District planned to exit the Nine Canyon PPA when it expires in 2030. A new opportunity now exists to exit the contract earlier. Energy Northwest is proposing to repower the Nine Canyon project, which would allow the District to exit the PPA in 2026 and realize approximately \$3.2 million in savings over the remaining 4 ½ -year contract term.

MOTION: Commissioner Sanders moved to authorize the General Manager on behalf of the District to sign the Energy Northwest Letter of Intent - Nine Canyon Wind Project Life Extension Offtake, formally state that the District is not interested in entering into a new 10- to 20-year Power Purchase Agreement; and authorize execution of any additional documents required to complete the exit from current Power Purchase Agreement (PPA) Contract #01-51-13. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Management Report

IT & Broadband Services – Director Chris Folta

1. NoaNet Update

Director Chris Folta reported that the NoaNet Board of Directors will consider resolutions on February 11, 2026 to adopt changes to the foundational Interlocal Agreement and to admit Bigfoot Communications, LLC, acting as a tribal enterprise owned by the Confederated Tribes of the Colville Reservation, as a new member. He said he will present a resolution to the Commission on February 10 authorizing Commissioner Hall, as the District's Member Representative, to vote in favor of resolutions pertaining to these actions and authorize the General Manager to sign the amended Interlocal Agreement, contingent on Board and Member Representative approval.

2. Broadband Revenue Update

Director Chris Folta and Rich Nall of NoaNet reported that broadband revenues exceeded \$3 million in 2025, marking a significant milestone for the District. Commissioners and General Manager Dunn congratulated the broadband team on their achievement.

Finance/Executive Administration – Senior Director Jon Meyer

1. Use of Climate Commitment Act Allowance Revenues

Senior Director Jon Meyer reported that WPUA sent an inquiry to PUDs in response to a question from State Representative Doglio on how PUD's are using revenue from the sale no cost emission allowances received under the Climate Commitment Act (CCA) from the Department of Ecology, and if any of those revenues were directed toward low-income assistance programs. The CCA states that allowances can be used for compliance or consigned to auction for sale, or a combination of both. It further states revenues from allowances sold must be used to benefit ratepayers, with the first priority to mitigate rate impacts to low-income customers. He gave the following overview of the District's response to WPUA. The District, and many other utilities, were allocated no cost allowances from Ecology that were in excess of the allowances needed to comply with the CCA for the first reporting period. The District sold allowances that were in excess of compliance need through several auctions and received a total of \$3.6 million. These funds were set aside in a separate fund for future use to be determined by the District's Commission. Ecology has since determined that it used an incorrect methodology to allocate these no cost allowances which resulted in allocating too many to utilities. Ecology plans to claw these allowances back by reducing future allocations. Had the District known this, no allowances would have been sold and held onto for CCA compliance. As a result, the District is planning to use the \$3.6 million proceeds from previous sales to buy future allowances for compliance.

2. Financial Report

Senior Director Jon Meyer provided the Commission with a financial report for December, 2025.

The Commission recessed, reconvening at 10:20 a.m.

General Manager – Rick Dunn

1. NWPPA Panel & PNGC Presentation Highlights

General Manager Rick Dunn previewed key points from his upcoming participation as a panelist at the NWPPA Power Supply Conference in Portland next week and a PNGC Power presentation he will be giving the following week, focusing on the uncertainty of regional demand and energy forecasts, increasing uncertainty related to resource adequacy, and the mixed messages coming from the Northwest Power and Conservation Council and the Bonneville Power Administration who have indicated "all is well" versus the somewhat dire conclusions of the E3 Resource Adequacy study which have made the headlines. E3 has concluded that the Northwest could be facing as much as a 9,000-megawatt shortfall by 2030 during cold winter temperatures which occur during drought years associated with low hydro generation. GM Dunn pointed out the

shortfall is expected to be reduced by 3,000 megawatts of new generating capacity associated with coal-to-natural gas conversion and the completion of wind, solar and battery projects.

2. House Bill 2413 – Washington Policy Center (WPC) Todd Meyers

General Manager Rick Dunn provided an update on House Bill 2413, sponsored by Representative Stephanie Barnard, which seeks to provide regulatory certainty under the Clean Energy Transformation Act to allow investment in new energy generation resources, including potential exemptions for natural gas needed to meet resource adequacy metrics. He noted that Todd Myers with the Washington Policy Center has been in touch with him to review the proposed conditions under which natural gas would be exempt from CETA including the role of the Northwest Power and Conservation Council resource adequacy assessment. GM Dunn plans to propose alternative language for consideration.

Meeting Reports

The Commission reported on attendance at the WPUA and Energy Northwest meetings.

Closed Session - Collective Bargaining

General Manager Rick Dunn requested the Commission enter a closed session to discuss collective bargaining matters.

Adjournment

Hearing no objection, President Hall adjourned the meeting at 11:23 a.m.

Jeff Hall, President

ATTEST:

Mike Massey, Secretary

Periodic Travel Report - February 10, 2026

<i>Date Start</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
2/4/2026	3	Blake Scherer	Portland, OR	PPC & PNUCC MEETING
2/18/2026	2	George Patrick	Kennewick, WA	2026 WSU PESTICIDE CLASS
2/19/2026	1	Robert Davis	Kennewick, WA	2026 WSU PESTICIDE CLASS
2/19/2026	1	Jim Tietzsort	Kennewick, WA	2026 WSU PESTICIDE CLASS
2/19/2026	1	Ryan Fleenor	Kennewick, WA	2026 WSU PESTICIDE CLASS
2/19/2026	1	John Tharp	Kennewick, WA	2026 WSU PESTICIDE CLASS
3/16/2026	3	Janelle Wassing	Hood River, OR	NISC NW USER GROUP MEETING
3/16/2026	3	Annette Cobb	Hood River, OR	NISC NW USER GROUP MEETING
3/16/2026	3	Kim Maki	Hood River, OR	NISC NW USER GROUP MEETING
3/16/2026	3	Jason Nielsen	Hood River, OR	NISC NW USER GROUP MEETING
3/16/2026	3	Dan Holsten	Hood River, OR	NISC NW USER GROUP MEETING
5/4/2026	3	Rosa Mitchell	Pullman, WA	SEL RTAC TRAINING

Recurring Annual Travel Report - February 10, 2026

<i>Frequency</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
Monthly	3	Jon Meyer	Portland, OR	PPC/PNUCC MONTHLY MEETINGS 2026



PAYMENT APPROVAL
February 10, 2026

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	113021 - 113225	113067 - 113253	1 - 5 5 - 9	\$ 1,896,396.71
Checks & Customer Refund Payments (CHK)	91647 -	91708 -	10 - 15	\$ 961,899.76
Electronic Fund Transfer (WIRE) Payments	7505 -	7515 -	16 - 17	\$ 5,341,556.70
Residential Conservation Rebates:				
Credits on Customer Accounts			18	\$ 2,585.81
Purchase Card Detail:				
Payroll:				
Direct Deposit - 1/29/2026	113068 -	113224 -		\$ 450,539.09
TOTAL				\$ 8,652,978.07
Void DD				
Void Checks				\$ -
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

2/2/2026
Date

Reviewed by:

Rick Dunn, General Manager

Approved by:

Jeffrey D. Hall, President

Lori Kays-Sanders, Vice-President

Michael D. Massey, Secretary

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Accounts Payable Check Register

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01/17/2026 To 01/30/2026

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113021 1/21/26	DD	2872	A W REHN & ASSOC	Specific Rights Letters	154.00
113022 1/21/26	DD	10633	A+ QUALITY INSULATION, INC.	REEP	393.60
113023 1/21/26	DD	10929	ABSCO SOLUTIONS	Benton PUD IDS Benton PUD IDS	5,675.69 15,518.87
Total for Check/Tran - 113023:					21,194.56
113024 1/21/26	DD	11082	ACES HVAC, LLC	REEP	1,200.00
113025 1/21/26	DD	433	ALTEC INDUSTRIES, INC.	Truck Purchase	260,463.94
113026 1/21/26	DD	963	ANIXTER INC.	Arresters BOLTS MACH 7/8 X 22 Bolts, Machine. 7/8 X 4 Rod Anchor ANC ROD TWIN EYE 1 X 10 GROUND RODS 5/8 X 8 FT Hilt Foam Gun Cleaner Silcone Rub	143,175.36 1,652.67 1,020.00 847.11 282.37 7,224.32 620.68 1,245.54
Total for Check/Tran - 113026:					156,068.05
113027 1/21/26	DD	10496	ARNETT INDUSTRIES, LLC	Chance 6ft Shotgun Chance Spiral Cover	1,242.05 5,402.79
Total for Check/Tran - 113027:					6,644.84
113028 1/21/26	DD	40	BENTON REA	Use of Facilities - BREA 2025	14,243.73
113029 1/21/26	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc Tree Trimming Svc	7,335.90 2,024.64
Total for Check/Tran - 113029:					9,360.54
113030 1/21/26	DD	10837	CAMPBELL & COMPANY SERVICE COR	REEP REEP REEP	400.00 400.00 400.00
Total for Check/Tran - 113030:					1,200.00

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Accounts Payable Check Register

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01/17/2026 To 01/30/2026

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113031 1/21/26	DD	2972	COMPUNET, INC.	Substation Switches	21,940.29
113032 1/21/26	DD	57	CONSOLIDATED ELECTRICAL DISTRIB	Unistrut, 1 5/8 inch by 3 1/4 inch.	1,088.00
113033 1/21/26	DD	3167	COOPERATIVE RESPONSE CENTER, IN OMS	CRC Link/Multispeak	13,842.03
113034 1/21/26	DD	10896	CULLIGAN QUENCH	Ice/Water Machine Rental	270.91
113035 1/21/26	DD	75	FRANKLIN PUD	Fiber Lease	1,197.90
				Fiber Lease	1,404.81
				Fiber Lease	150.00
Total for Check/Tran - 113035:					2,752.71
113036 1/21/26	DD	10810	GARY LEE AND ASSOCIATES, LLC	Alden/One Touch Project Field Work	31,610.09
				Alden/One Touch Project Field Work	32,263.91
				Alden/One Touch Project Feild Work	91,986.76
Total for Check/Tran - 113036:					155,860.76
113037 1/21/26	DD	3130	GDS ASSOCIATES, INC.	NERC/WECC Compliance	405.00
113038 1/21/26	DD	3969	GPS INSIGHT, LLC	Device Monitoring	2,302.16
113039 1/21/26	DD	3171	JODI A HENDERSON	WPUDA	264.29
113040 1/21/26	DD	4207	INFORMATION FIRST, INC.	Content Mgr	2,000.00
113041 1/21/26	DD	10660	IRBY ELECTRICAL UTILITIES	Splice, Automatic, #4-7/1 ACSR	2,388.27
				CURV 3X3X1/4 11/16 H	818.18
				Splice, Automatic, #4-7/1 ACSR	265.36
				connectors	16,553.92
				Stockbridge Vibration Dampers-795 Tangen	11,414.34
				Staple Steel	2,110.72
				Comp Dead-End	5,096.28
				Speed Systems Mouse Trap	273.09
				Speed Systems Mouse Trap	273.09
Total for Check/Tran - 113041:					39,193.25

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113042 1/21/26	DD	10162	LINGUISTICA INTERNATIONAL, INC.	Interpreting Svc	24.49
113043 1/21/26	DD	3644	LOOMIS	Safepoint Svc	1,471.18
				Drop Box/Kiosks	2,020.61
Total for Check/Tran - 113043:					3,491.79
113044 1/21/26	DD	11133	MICHAEL D MASSEY	WPUDA	556.76
113045 1/21/26	DD	10794	MCWANE POLES	DUCTILE IRON POLE: 80' Class H8	27,940.50
				DUCTILE IRON POLE: 85' Class H1	32,289.49
				Poles	56,943.44
				Poles	53,130.68
Total for Check/Tran - 113045:					170,304.11
113046 1/21/26	DD	10563	MESSAGE TECHNOLOGIES, INC.	IVR/SMS Service/Fees	-92.84
				IVR/SMS Service/Fees	1,147.84
Total for Check/Tran - 113046:					1,055.00
113047 1/21/26	DD	3821	NISC	Envelopes/Mail Svc/Print Sc/Forms	2,060.30
				Envelopes/Mail Svc/Print Sc/Forms	25,441.73
				Postage/Online Payments	969.31
				Postage/Online Payments	359.31
				Postage/Online Payments	271.97
				Software License/Maintenance	8,758.45
				Software License/Maintenance	2,595.09
				Software License/Maintenance	3,892.64
				Software License/Maintenance	17,192.49
Total for Check/Tran - 113047:					61,541.29
113048 1/21/26	DD	919	NOANET	Dish Quinault Fiber Break	1,989.27
				Co- Location Kennewick Verizon	1,460.00
				Broadband Billing	17,902.69
				Broadband Billing	71,610.78
				Rattlesnake Repair	9,066.87

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01/17/2026 To 01/30/2026

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 113048:					102,029.61
113049 1/21/26	DD	10905	NOKIA OF AMERICA CORPORATION	Broadband Equipment	14,795.32
113050 1/21/26	DD	3162	ONLINE INFORMATION SERVICES, INC.	Online Utility Exchange	1,006.40
113051 1/21/26	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	21.62
				Monthly Billing	159.10
				Monthly Billing	4.74
Total for Check/Tran - 113051:					185.46
113052 1/21/26	DD	585	PARADISE BOTTLED WATER CO.	Monthly Billing	602.05
				Monthly Billing	89.11
Total for Check/Tran - 113052:					691.16
113053 1/21/26	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	CoK CCB & Clearwater	1,496.71
				20 - Off-the-Dock Labor	15,052.81
Total for Check/Tran - 113053:					16,549.52
113054 1/21/26	DD	10212	QCL, INC.	Employee Drug Screenings	110.00
113055 1/21/26	DD	11220	RDO EQUIPMENT CO.	Quick Track Mower	15,817.49
113056 1/21/26	DD	10230	SMG-TRI CITIES, LLC	Advertising	2,520.00
113057 1/21/26	DD	10884	SOLSTICE HEATING & AIR	REEP	400.00
113058 1/21/26	DD	3502	SYLVAN LEARNING CENTER	Employee Testing	25.00
113059 1/21/26	DD	139	TOWNSQUARE MEDIA TRI CITIES	Advertising	3,144.00
113060 1/21/26	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Cardenas	211.96
				Credit Inv 4180152	-77.43
				Clothing - Sunford	390.81
				Credit - Inv4182849	-365.70
				Clothing-Patrick	216.48
Total for Check/Tran - 113060:					376.12

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113061 1/21/26	DD	10154	US PAYMENTS, LLC	Paysite/Card Processing Fees	266.54
				Paysite/Card Processing Fees	1,440.00
Total for Check/Tran - 113061:					1,706.54
113062 1/21/26	DD	272	UTILITIES UNDERGROUND LOCATION	Excavation Svc	368.55
113063 1/21/26	DD	10793	VAF INDUSTRIES, LLC	Ladder Clips	29,459.78
				Ladder Clips	-2,382.78
Total for Check/Tran - 113063:					27,077.00
113064 1/21/26	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	38.14
				Weekly Svc	27.73
				Weekly Svc	22.08
				Weekly Svc	18.39
Total for Check/Tran - 113064:					142.14
113065 1/21/26	DD	4235	WATER STREET PUBLIC AFFAIRS, LLC	Lobbying Svc	6,500.00
113066 1/21/26	DD	11134	WELLABLE LLC	Pro Wellness Plan	350.00
113067 1/21/26	DD	183	WILBUR ELLIS CO. LLC	Sprakil SK-26	424.76
				Sprakil SK-26	7,645.59
Total for Check/Tran - 113067:					8,070.35
113225 1/28/26	DD	11082	ACES HVAC, LLC	REEP	400.00
113226 1/28/26	DD	11218	AIRGAS USA, INC	Nitrogen	488.62
113227 1/28/26	DD	963	ANIXTER INC.	Wire	149.60
				SP SLEEVE HOMAC 40	1,277.31
				SQ 4X4X1/4, 15/16 H, 3/4", 7/8	97.14
				Hedges Miniature CTs	58.75
Total for Check/Tran - 113227:					1,582.80
113228 1/28/26	DD	10837	CAMPBELL & COMPANY SERVICE COR	REEP	400.00
				REEP	400.00

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01/17/2026 To 01/30/2026

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				REEP	400.00
				REEP	1,200.00
				REEP	1,200.00
				REEP	1,200.00
				REEP	400.00
				REEP	400.00
				REEP	400.00
				REEP	1,200.00
				REEP	400.00
				REEP	400.00
				Total for Check/Tran - 113228:	8,000.00
113229 1/28/26	DD	1810	CARLSON SALES METERING SOLUTIO	Transformer	2,092.22
				Transformers	7,444.10
				Total for Check/Tran - 113229:	9,536.32
113230 1/28/26	DD	2680	CO-ENERGY	Oil	2,410.96
113231 1/28/26	DD	2972	COMPUNET, INC.	Azure Monthly Billing	43.52
				Software License	9,537.04
				Software Module/Cisco	9,986.97
				Total for Check/Tran - 113231:	19,567.53
113232 1/28/26	DD	10857	D&R INSULATION, LLC	REEP	2,192.00
113233 1/28/26	DD	3439	DJ'S ELECTRICAL, INC.	Cable Replacement	76,898.13
				Joint Use/NESC	52,906.93
				Total for Check/Tran - 113233:	129,805.06
113234 1/28/26	DD	226	DOBLE ENGINEERING CO	Service and Equipment	35,055.36
113235 1/28/26	DD	2898	ELECTRICAL CONSULTANTS, INC.	Professional Svc	6,431.00
				Professional Svc	6,970.00
				Total for Check/Tran - 113235:	13,401.00

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113236 1/28/26	DD	79	GENERAL PACIFIC, INC.	CURV 3X3X1/4 13/16 H	902.50
				Alumoweld, 5/16, 7str., on 500 foot coil	2,524.16
				CU 1/0 SDB 19 STR	5,918.72
Total for Check/Tran - 113236:					9,345.38
113237 1/28/26	DD	1624	JEFFREY D HALL	WPUDA Mtg	593.60
113238 1/28/26	DD	10420	HEALTH INVEST HRA TRUST	Monthly Fees	96.22
113239 1/28/26	DD	10660	IRBY ELECTRICAL UTILITIES	Protective Cap	8,825.86
113240 1/28/26	DD	214	JACOBS & RHODES	REEP	400.00
113241 1/28/26	DD	10794	MCWANE POLES	Poles	60,491.21
				Poles	64,001.15
				Poles	56,869.16
Total for Check/Tran - 113241:					181,361.52
113242 1/28/26	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care	288.47
				Flex Spending Health Care	3,158.82
Total for Check/Tran - 113242:					3,447.29
113243 1/28/26	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	600.46
113244 1/28/26	DD	10671	PRINCIPAL BANK	EE Vision	63.28
				ER Vision	3,044.42
				EE Health	10,707.10
				ER Health	251,581.27
				EE Dental	390.07
				ER Dental	18,043.59
Total for Check/Tran - 113244:					283,829.73
113245 1/28/26	DD	10951	RELIANCE STANDARD LIFE INSURANC	Self Insured STD Fee	188.75
113246 1/28/26	DD	10947	RELIANCE STANDARD LIFE INSURANC	Basic AD&D	176.58
				Basic Life	882.90

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01/17/2026 To 01/30/2026

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Non Barg Basic AD&D	85.67
				Non Barg Basic Dep Life	81.51
				Non Barg Basic Life	1,139.41
				Supplemental AD&D - Child	8.70
				Supplemental AD&D - EE	559.80
				Supplemental AD&D - Spouse	222.15
				Supplemental Life - Child	52.02
				Supplemental Life - EE	2,271.50
				Supplemental Life - Spouse	442.45
				LTD Core Buy-Up	1,260.43
				LTD Core No Buy-Up	3,302.66
				Total for Check/Tran - 113246:	10,485.78
113247 1/28/26	DD	821	SCHWEITZER ENGINEERING LABORAT	Controller	7,168.86
113248 1/28/26	DD	1643	TONY'S ALBRECHT GLASS, LLC	REEP	684.00
113249 1/28/26	DD	1369	UNITED SALES ASSOCIATES, INC.	Battery Rack	2,281.09
				Battery Rack	-2.10
				Total for Check/Tran - 113249:	2,278.99
113250 1/28/26	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	427.23
113251 1/28/26	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	38.14
				Weekly Svc	27.73
				Weekly Svc	22.08
				Weekly Svc	18.39
				Total for Check/Tran - 113251:	142.14
113252 1/28/26	DD	205	WASHINGTON STATE AUDITOR'S OFFI	Accountability Audit	12,240.80
113253 1/28/26	DD	3311	WESTERN ELECTRICAL SERVICES, INC.	Vacuum Circuit Breaker	1,088.00
				Switchgear	1,071.69
				Total for Check/Tran - 113253:	2,159.69

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total Payments for Payment Type - DD:					(76) 1,896,396.71
Total Voids for Payment Type - DD:					(0) 0.00
Total for Payment Type - DD:					(76) 1,896,396.71
Total Payments for Bank Account - 1 :					(76) 1,896,396.71
Total Voids for Bank Account - 1 :					(0) 0.00
Total for Bank Account - 1 :					(76) 1,896,396.71

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91647 1/21/26	CHK	11024	AIR SEAL CONTROL	REEP	6,525.00
91648 1/21/26	CHK	2425	AT&T MOBILITY, LLC	Monthly Billing	5.45
91649 1/21/26	CHK	11088	BETHLEHEM LUTHERAN CHURCH AN	Commercial Energy Efficiency Prg	11,196.50
91650 1/21/26	CHK	11221	HOLIDAY OUTDOOR DECOR	Banners	-91.08
				Banners	1,126.08
Total for Check/Tran - 91650:					1,035.00
91651 1/21/26	CHK	97	JOINT APPRENTICESHIP & TRAINING C	Camp Rilea Tuition-Eby/Henning/Niebuhr	7,971.50
91652 1/21/26	CHK	310	MOON SECURITY SERVICES, INC.	Monthly Billing	23.71
				Monthly Billing	247.77
				Monthly Billing	203.89
				Monthly Billing	102.12
				Monthly Billing	102.12
				Monthly Billing	102.12
				Monthly Billing	193.76
Total for Check/Tran - 91652:					975.49
91653 1/21/26	CHK	118	NORTHWEST PUBLIC POWER ASSOCIA	Foreman Leadership Cert Prg - Multi Emp	11,550.00
91654 1/21/26	CHK	11232	O'REILLY AUTO PARTS	AC Recharge	5,438.91
91655 1/21/26	CHK	122	PACIFIC NORTHWEST WATERWAYS A	Annual Dues - Inland Ports & Navigation	11,000.00
91656 1/21/26	CHK	128	PERFECTION GLASS, INC.	REEP	42.00
91657 1/21/26	CHK	10671	PRINCIPAL BANK	Investment Safekeeping Svc	1,000.00
91658 1/21/26	CHK	386	PROSSER ECONOMIC DEVELOPMENT	Membership Dues - 2026	3,500.00
91659 1/21/26	CHK	11210	PUBLIC UTILITY DIST. NO.1 OF FERRY	CWPU UIP Expense	2,017.27
				CWPU UIP Expense	1,445.86
				CWPU UIP Expense	1,184.10
Total for Check/Tran - 91659:					4,647.23

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91660 1/21/26	CHK	379	PURMS JOINT SELF INSURANCE FUND	EIM/AEGIS Cyber/AEGIS Liability Policies	583,403.83
91661 1/21/26	CHK	3590	ROTO ROOTER SERVICE	ROTO ROOTER SERVICE 12/30/25	2,405.84
91662 1/21/26	CHK	172	WASH STATE DEPT TRANSPORTATION	Utility Permit	1,392.54
91663 1/21/26	CHK	178	WASHINGTON PUD ASSOCIATION	Semi Annual Dues	87,094.00
91664 1/21/26	CHK	99999	KIRBY BILLINGTON JR	REEP	1,260.00
91665 1/21/26	CHK	99999	CARNICERIA MADRIGAL TRI CITIES LL	Credit Balance Refund	104.50
91666 1/21/26	CHK	99999	COLUMBIA IRRIGATION DISTRICT	Credit Balance Refund	19.98
91667 1/21/26	CHK	99999	JULIA MALDONADO	Credit Balance Refund	625.22
91668 1/21/26	CHK	99999	IVETH R SALVATIERRA TAYLO	Credit Balance Refund	113.81
91669 1/21/26	CHK	99999	JOSE SANDOVAL	Credit Balance Refund	36.74
91670 1/21/26	CHK	99999	ODALYS SANTILLAN	Credit Balance Refund	83.00
91671 1/21/26	CHK	99999	JAZMINE VALENTINE	Credit Balance Refund	60.45
91672 1/21/26	CHK	99999	ERMA L VERDIN	Credit Balance Refund	1,308.91
91673 1/28/26	CHK	2312	ALLEIMA SPECIAL METALS LLC	Commercial Energy Efficiency Prg	20,117.00
91674 1/28/26	CHK	39	BENTON COUNTY	County GIS Prints	49.00
				Easement 1 - 758856	306.50
				Easement 1 -740411	305.50
				Easement 2 - 758856	306.50
				Easement 2 -740411	305.50
				Easement 746223	305.50
				Easement 751902	305.50
				Easement 758655	305.50
Total for Check/Tran - 91674:					2,189.50

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91675 1/28/26	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	10,910.70
91676 1/28/26	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	281.35
				Monthly Billing	353.91
				Monthly Billing	294.19
Total for Check/Tran - 91676:					929.45
91677 1/28/26	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	20.89
91678 1/28/26	CHK	3255	FRANKLIN COUNTY	4th Qtr Billing/Admin Fee	677.50
91679 1/28/26	CHK	233	INTERMOUNTAIN WEST INSULATION	REEP	814.23
91680 1/28/26	CHK	4947	KENNEWICK CITY OF	Interlocal Agrmnt - Col Ctr/Quinault	67,152.77
91681 1/28/26	CHK	10518	NORTHWEST RIVER PARTNERS	2026 Dues/Our Power is Water	92,920.00
91682 1/28/26	CHK	126	PASCO MACHINE CO, INC.	Anchor Bolt Cages	3,929.11
91683 1/28/26	CHK	128	PERFECTION GLASS, INC.	REEP	1,218.00
				REEP	810.00
				REEP	372.00
				REEP	480.00
				REEP	360.00
Total for Check/Tran - 91683:					3,240.00
91684 1/28/26	CHK	141	RICHLAND, CITY OF	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	293.49

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Bank Account: 2 - BPUD Accounts Payable Warrants

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	293.49
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	1,467.45
				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	293.49
Total for Check/Tran - 91684:					8,364.57
91685 1/28/26	CHK	99999	AHMAD S ALSAYED	Credit Balance Refund	19.25
91686 1/28/26	CHK	99999	WILLIAM ALVAREZ CABRAL	Credit Balance Refund	10.33
91687 1/28/26	CHK	99999	MARIA D CAMPOS	Credit Balance Refund	200.00
91688 1/28/26	CHK	99999	TENESHA CORN	Credit Balance Refund	168.79

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91689 1/28/26	CHK	99999	DESMOND DUARTE	Credit Balance Refund	174.70
91690 1/28/26	CHK	99999	ANTHONY A DUERRING	Credit Balance Refund	250.00
91691 1/28/26	CHK	99999	NOREEN G EADS	Credit Balance Refund	325.00
91692 1/28/26	CHK	99999	STEVEN D ISLEY	Credit Balance Refund	275.00
91693 1/28/26	CHK	99999	PATTY K KERBY	Credit Balance Refund	139.27
91694 1/28/26	CHK	99999	DAVID A KONZEK	Credit Balance Refund	250.00
91695 1/28/26	CHK	99999	LYMAN T LUVAAS	Credit Balance Refund	275.00
91696 1/28/26	CHK	99999	ROSENDA MORALES	Credit Balance Refund	350.00
91697 1/28/26	CHK	99999	SHANNON C NOVAKOVICH	Credit Balance Refund	521.55
91698 1/28/26	CHK	99999	KARISSA A PALMER	Credit Balance Refund	85.84
91699 1/28/26	CHK	99999	VIRGINIA PETASCHNICK	Credit Balance Refund	500.00
91700 1/28/26	CHK	99999	VALENTIN RODRIGUEZ	Reimbursement - Trenching Cost	1,000.00
91701 1/28/26	CHK	99999	DAWN E SCARBOROUGH	Credit Balance Refund	400.00
91702 1/28/26	CHK	99999	FRANK W STAFFORD	Credit Balance Refund	634.69
91703 1/28/26	CHK	99999	CHERI STEWART	Credit Balance Refund	400.00
91704 1/28/26	CHK	99999	THE ESTATE OF PETER PETERSEN	Credit Balance Refund	173.71
91705 1/28/26	CHK	99999	MARCIA VOGEL	Credit Balance Refund	200.00
91706 1/28/26	CHK	99999	VICKI L WALLACE	Credit Balance Refund	152.03
91707 1/28/26	CHK	99999	COREY WOODRICH	Credit Balance Refund	907.98
91708 1/28/26	CHK	99999	AMMON J YOUNG	Credit Balance Refund	425.00

Total Payments for Payment Type - CHK: (62) 961,899.76

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total Voids for Payment Type - CHK:					(0) 0.00
Total for Payment Type - CHK:					(62) 961,899.76
Total Payments for Bank Account - 2 :					(62) 961,899.76
Total Voids for Bank Account - 2 :					(0) 0.00
Total for Bank Account - 2 :					(62) 961,899.76
Grand Total for Payments :					(138) 2,858,296.47
Grand Total for Voids :					(0) 0.00
Grand Total :					(138) 2,858,296.47

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7505 1/20/26	WIRE	169	ENERGY NORTHWEST	Purchased Power	125,547.01
7506 1/20/26	WIRE	2902	WHITE CREEK WIND I, LLC	Purchased Power	8,423.00
7510 1/27/26	WIRE	424	WASH STATE DEPT REVENUE-EXCISE	Utility Tax	405,296.44
				Use Tax	33,381.57
				Retailing & Wholesaling Tax	1,080.15
				Service Tax	6,942.54
Total for Check/Tran - 7510:					446,700.70
7511 1/29/26	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	76,967.63
				Medicare - Employee	10,200.55
				Medicare - Employer	10,200.55
				Social Security - Employee	43,616.10
				Social Security - Employer	43,616.10
Total for Check/Tran - 7511:					184,600.93
7512 1/29/26	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	39,608.12
				PERS Plan 2	35,348.88
				PERS Plan 3A 5% All Ages	1,508.65
				PERS Plan 3B 5% Up to Age 35	247.61
				PERS Plan 3B 6% Age 35-45	160.42
				PERS Plan 3E 10% All Ages	1,498.22
Total for Check/Tran - 7512:					78,371.90
7513 1/29/26	WIRE	246	BONNEVILLE POWER ADMIN	Purchased Power	4,334,417.00
7514 1/30/26	WIRE	2800	LL&P WIND ENERGY, INC.	Purchased Power	64,591.78
7515 1/30/26	WIRE	1567	MISSIONSQUARE RETIREMENT	457(b) Leave EE Contribution	919.00
				457(b) Roth EE Contribution	20,395.75
				ER Def Comp 401	21,573.73
				ER Def Comp 457	3,356.25
				Plan A 457(b) Employee Contribution	4,379.19
				Plan B 457(b) Employee Contribution	24,600.55

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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 1 EE Contribution	3,503.99
				Plan C 401(a) Option 2 EE Contribution	2,481.98
				Plan C 401(a) Option 3 EE Contribution	596.03
				Plan C 401(a) Option 4, Step 1 EE Contri	127.69
				Plan C 401(a) Option 4, Step 2 EE Contri	1,114.72
				Plan C 401(a) Option 4, Step 3 EE Contri	2,409.55
				Plan C 401(a) Option 4, Step 4 EE Contri	1,190.93
				Plan C 401(a) Option 5, Step 4 EE Contri	1,442.04
				Plan C 457(b) Employee Contribution	6,123.49
				457 EE Loan Repayment #1	3,881.10
				457 EE Loan Repayment #2	679.39
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
Total for Check/Tran - 7515:					98,904.38
Total Payments for Payment Type - WIRE:					(8) 5,341,556.70
Total Voids for Payment Type - WIRE:					(0) 0.00
Total for Payment Type - WIRE:					(8) 5,341,556.70
Total Payments for Bank Account - 1 :					(8) 5,341,556.70
Total Voids for Bank Account - 1 :					(0) 0.00
Total for Bank Account - 1 :					(8) 5,341,556.70
Grand Total for Payments :					(8) 5,341,556.70
Grand Total for Voids :					(0) 0.00
Grand Total :					(8) 5,341,556.70




BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL

<u>Date</u>	<u>Customer</u>	<u>Rebate Amount</u>	<u>Rebate Description</u>
01/15/2026	VALERIE R MOTE	\$ 30.00	Rebate - Cothes Washer
01/15/2026	SHANE D RIDLEY	\$ 30.00	Rebate - Cothes Washer
01/15/2026	RAY WILLIFORD	\$ 30.00	Rebate - Cothes Washer
01/27/2026	KATHLEEN KIERAN	\$ 30.00	Rebate - Cothes Washer
01/15/2026	SHANE D RIDLEY	\$ 50.00	Rebate - Clothes Dryer
01/15/2026	RAY WILLIFORD	\$ 50.00	Rebate - Clothes Dryer
01/15/2026	OSCAR GONZALEZ	\$ 50.00	Rebate - Clothes Dryer
01/15/2026	JONATHAN CALDWELL	\$ 50.00	Rebate - Clothes Dryer
01/27/2026	KENNEWICK GAME FARM LLC	\$ 50.00	Rebate - Clothes Dryer
01/27/2026	JOHNNY WATERBROOK	\$ 50.00	Rebate - Clothes Dryer
01/27/2026	AMELIA ESPINOZA	\$ 50.00	Rebate - Clothes Dryer
01/27/2026	KRISTA L POWERS	\$ 900.00	Rebate - Heat Pump Water Heater
01/27/2026	CHAD MUMFORD	\$ 900.00	Rebate - Heat Pump Water Heater
01/15/2026	LONNI M GILLESPIE	\$ 97.90	Rebate - Smart Thermostat
01/15/2026	DONG M WON	\$ 97.91	Rebate - Smart Thermostat
01/27/2026	RYAN MELVILLE	\$ 100.00	Rebate - Smart Thermostat
01/15/2026	CHRISTOPHER WATSON	\$ 20.00	Rebate - Level 2 EV Charger

\$ 2,585.81



COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	Quit Claim – Bonneville Apartments – WO#685588	
Authored by:	Tina Glines	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 blanket easement Auditors Files Number 2023-020780, referencing parcels 1-3399-402-0059-012 and 1-3399-402-0059-013 by request of the developer.

Background/Summary

A blanket utility easement was recorded on October 02, 2023, under Auditor's File Number 2023-020780, affecting parcels 1-3399-402-0059-012 and 1-3399-402-0059-013, during development of the property now known as Bonneville Apartments. The property owner has since requested replacement of the blanket easement with surveyed centerline easements that accurately reflect the location of utility facilities and provide all necessary utility and access rights to the District.

Recommendation

The property owner is requesting that Benton PUD execute a Quit Claim Deed relinquishing the previously recorded blanket utility easement. Approval of the quit claim will remove an unnecessary encumbrance from the property while preserving all required utility rights along the defined alignments.

Fiscal Impact

The developer will pay the \$500.00 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 February 10, 2026

Project Name: Quit Claim – Bonneville Apartments

WO#: 685588

Location: Arthur Street, North of Clearwater Ave

Justification: The property owner has granted newly surveyed centerline easements that accurately define the location of utility facilities and fully preserve Benton PUD's rights for access, operation, and maintenance. Executing the quit claim removes an unnecessary encumbrance from the property while maintaining all required utility protections for the District.

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. #: 1-3399-402-0059-012 and 1-3399-402-0059-013

DESCRIPTION:

A 10.00-foot easement, 5.00 feet on each side of all District Facilities constructed now or in the future on the following described parcels; Section 33, Township 9 North, Range 29 East, quarter section:

The West 315.00 feet of Tract 59, The Highlands, Plat A, according to the Plat thereof Recorded in Volume 2 of Plats, Page 2 Records of Benton County, Washington, EXCEPT the North 330.00 feet thereof and EXCEPT the South 168.2 feet thereof; together with the South 132.00 feet of the North 330.00 feet of the East 224.2 feet of the West 315.00 feet of said Tract 59, The Highlands Plat A. (Boundary Line Adjustment Per Auditor's File No. #2015-008933, 4/02/2015, see Survey #4602); together with the South 132.00 feet of the North 330.00 feet of the East 224.2 feet of the West 315.00 feet of said Tract 59, The Highlands, Plat A. (Boundary Line Adjustment Per Auditor's File No. 2015- 008932, 4/02/2015, see Survey #4602).

This deed is given as a conveyance and abandonment of all right, title and interest in the above-described property as acquired under that certain ***easement*** of record under Auditor's File Number # 2023-020780, Records of Benton County, Washington.

Dated this ____ day of _____, 20__

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON

BY: _____
President

ATTEST: _____
Secretary

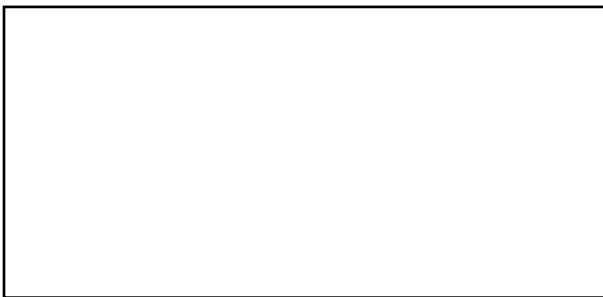
ACKNOWLEDGEMENT OF CORPORATION

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 an 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:	February 10, 2026	
Subject:	Work Order 757808 – Apple Valley Phase 9	
Authored by:	Tina Glines	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 757808 to serve the Apple Valley phase 9 subdivision.

Background/Summary

Developer requested underground electric facilities necessary to serve 47 single family homes in the Apple Valley phase 9 subdivision off Colorado Street in Kennewick WA. The construction of underground electric facilities is necessary for the developer to prepare the land for development.

Recommendation

Approval of work order 757808 will authorize the construction of underground electric facilities necessary to serve 47 lots and meet the initial request for electric service by the developer of the Apple Valley phase 9 subdivision.

Fiscal Impact

The estimated project cost is \$121,966.06. The developer contribution in aid to construction (CIAC) is \$112,747.87. The District will provide a line extension credit for transformer expenses of \$2,573.29 and cover the estimated travel expenses of \$3,025.92. The District will fund the installation of primary conduit along the Colorado Road frontage to accommodate a future feeder tie, at an estimated cost of \$3,618.98. District costs not paid by the developer are accounted for in the Customer Base Growth portion of the annual budget.

Projects to be Presented at the Benton PUD

Commission Meeting On

February 10, 2026

Project Name: Apple Valley Phase 9

WO#: 757808

Location: South of Bob Olson Parkway, East of Colorado Street


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

Location Map





COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	Work Order 693622 – Southcliff Phase 9	
Authored by:	Tina Glines	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 693622 to serve the Southcliff phase 9 subdivision.

Background/Summary

Developer requested underground electric facilities necessary to serve 39 single family homes in the Southcliff phase 9 subdivision off Bob Olson Parkway in Kennewick WA. The construction of underground electric facilities is necessary for the developer to prepare the land for development.

Recommendation

Approval of work order 693622 will authorize the construction of underground electric facilities necessary to serve 39 lots and meet the initial request for electric service by the developer of the Southcliff phase 9 subdivision.

Fiscal Impact

The estimated project cost is \$146,926.55. The developer contribution in aid to construction (CIAC) is \$140,229.19. The District line extension credit for transformer expenses is \$3,167.12. The District will cover all travel expenses of \$3,530.24. District costs not paid by the developer are accounted for in the Customer Base Growth portion of the annual budget.

Projects to be Presented at the Benton PUD
Commission Meeting On
February 10, 2026

Project Name: Southcliff Phase 9

WO#: 693622

Location: North of Bob Olson Parkway, West of South Colorado Place


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

Location Map





COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	Conservation Rebate Report for 4 th quarter 2025	
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

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"/> 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:

None.

Background/Summary

Per Resolution No. 2048, staff prepares on a quarterly basis, a report detailing conservation program rebates paid that exceed \$50,000.

During the 4th quarter of 2025 there were no conservation rebates paid over \$50,000.

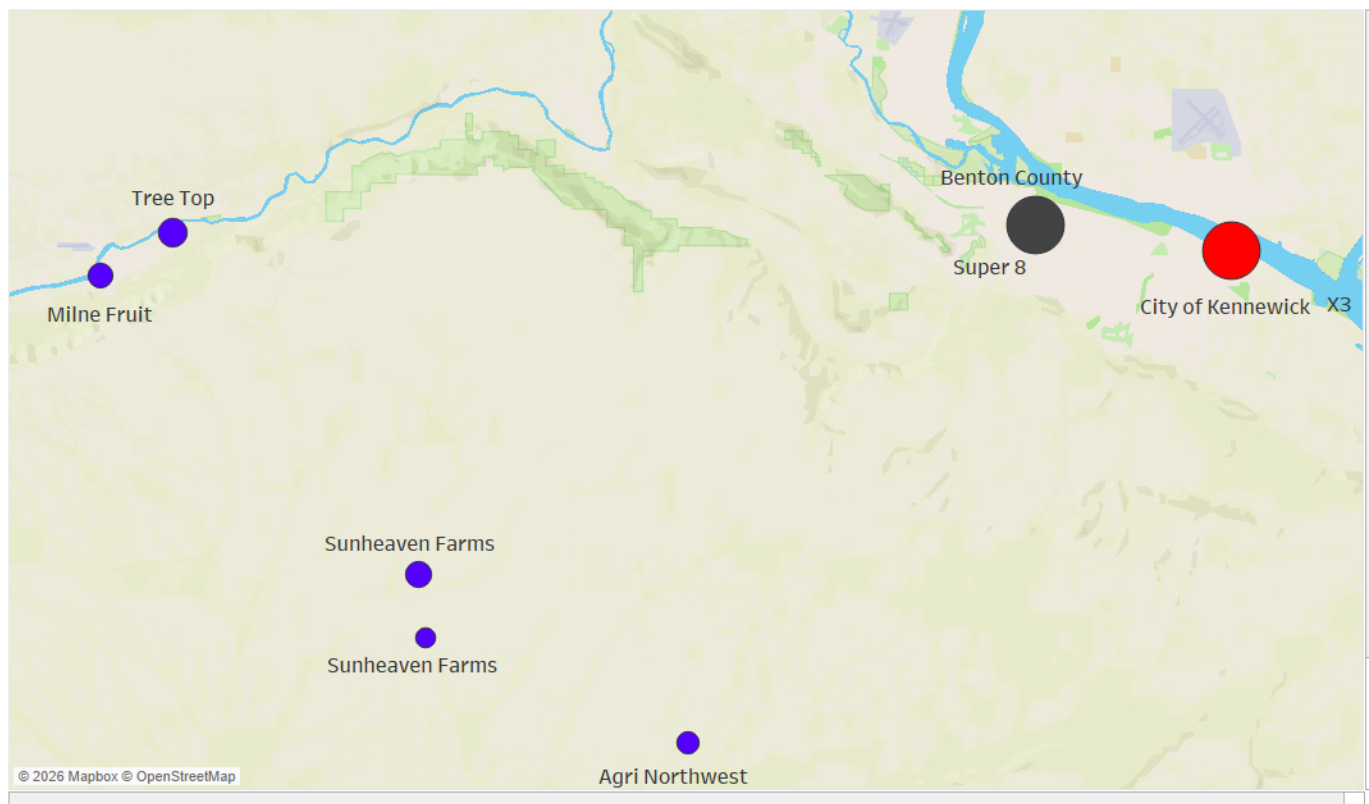
There are two large projects slated to be completed in 2026, both occurring at the City of Kennewick Wastewater Treatment Plant.

Recommendation

Informational only.

Fiscal Impact

None for 2025 Q4. All rebates are accounted for in the District's annual conservation budget.



2024-25 Past Projects

Customer	Completion	Sector	Project Name	
Agri Northwest	2025	Agricultural	Irrigation Hardware Feb 2025	\$66,570
		Industrial	NC Potato Shed VFDs J24-010	\$75,880
			Potato Shed VFDs J24-009	\$75,880
Benton County	2026	Commercial	Justice Center	\$413,766
City of Kennewick	2025	Industrial	Expansion Pump VFDs	\$90,000
Milne Fruit	2024	Industrial	Refrigeration Upgrades	\$77,000
Sunheaven Farms	2025	Agricultural	Irrigation Hardware	\$50,715
			Munn Fan VFDs	\$85,847
Super 8	2025	Commercial	PTHP Retrofit	\$63,000
Tree Top	2024	Industrial	Concentration Plant Expansion	\$103,551
Grand Total				\$1,102,209

2025 Quarter Four Projects

Future Projects

Customer	Completion	Sector	Project Name	
City of Kennewick	2026	Industrial	Aeration Improvements	\$266,000
			Solids Facilities	\$150,000
Grand Total			\$416,000	


Clean Buildings Projects*

Customer	Completion	Sector	Project Name	
Benton County	2026	Commercial	Justice Center	\$413,766
Grand Total				\$413,766

* Clean Buildings projects show the state incentive to the customer but the Benton PUD rebate is not yet known. As these projects become part of the internal conservation program, they will be moved to the Future Projects section above.



COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10 th , 2026	
Subject:	Contract Award #26-21-01– #795 ACSR, Drake Conductor – Sunset to Dallas T-Line	
Authored by:	Camron Smith	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 type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

Motion for Commission Consideration:

Motion Authorizing the General Manager on behalf of the District to award Contract #25-21-16 to American Wire Group (AWG) for #795 ACSR, Drake Conductor, 26.7 Str. in the amount of \$256,320.00 plus Washington State sales tax all in accordance with RCW 54.04.080 and applicable tariff costs at time of delivery.

Background/Summary

Bids were opened January 28th, 2026, at 3:00pm for the procurement of 80,100ft. of #795 ACSR (Drake) conductor cut to length for the Sunset to Dallas Transmission Project.

Following are the Bids received:

Vendor / Manufacturer	Cost (\$ / ft)	Total Price (\$)	Delivery	Engineer's Estimate (\$ / ft)	Engineer's Estimate (\$ / ft) +15%
American Wire Group (AWG)	\$3.200	\$256,320.00	2 wks	\$3.247	\$3.734
Border States / Nehring Metals Adjusted	\$3.707	\$296,930.70	10-12 wks		
Gen Pac	\$3.753	\$300,651.30	9-10 wks		
Border States / Priority Wire and Cable	\$3.786	\$303,256.17	2-4 wks		
Anixter	\$3.792	\$303,778.80	4 wks		
Border States / Nehring Firm	\$3.826	\$306,462.60	10-12 wks		
Irby	\$3.870	\$309,987.00	24-26 wks		
Border States / Southwire	\$4.216	\$337,701.60	24-26 wks		

Note: Table above is in order of cost excluding tariffs.

Vendor / Manufacturer	Cost (\$ / ft)	Total Price (\$)	Delivery	Engineer's Estimate (\$ / ft)	Engineer's Estimate (\$ / ft) +15%
American Wire Group (AWG)	\$3.200	\$256,320.00	2 wks	\$4.870	\$5.590
Border States / Nehring Metals Adjusted	\$3.707	\$296,930.70	10-12 wks		
Gen Pac	\$3.753	\$300,651.30	9-10 wks		
Anixter	\$3.792	\$303,778.80	4 wks		
Border States / Nehring Firm	\$3.826	\$306,462.60	10-12 wks		
Irby	\$3.870	\$309,987.00	24-26 wks		
Border States / Southwire	\$4.216	\$337,701.60	24-26 wks		
Border States / Priority Wire and Cable	\$4.354	\$348,744.60	2-4 wks		

Note: Table above is in order of cost including tariffs.

Recommendation

Staff recommends awarding this contract to American Wire Group (AWG), they offer firm pricing. Placing this order for 795 ACSR conductor will ensure the District has adequate supply on hand for The Sunset to Dallas Project scheduled to begin in late 2026.

Fiscal Impact

Total costs included in this recommendation are \$256,320.00 plus applicable taxes and applicable tariffs. This material cost is included in the 2026 capital budget as part of the Sunset to Dallas Transmission Project budget item.



Contract # 26-21-01

**CONTRACT
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 10th day of February, 2026, by and between:

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

AMERICAN WIRE GROUP 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 #795 ASCR Wire Code Drake per Bid pkg. #26-21-01.
2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the #795 ASCR Wire Code Drake F.O.B. destination to the District 2 weeks After Receipt of Order (ARO); 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 of 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 Two Hundred Fifty-Six Thousand, Three Hundred Twenty Dollars (\$256,320.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Vendor guarantees the #795 ASCR Wire Code Drake against all defects in workmanship, materials, and in design as stated on the warranty provided by American Wire Group.



Contract # 26-21-01

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**

AMERICAN WIRE GROUP

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



Contract # 26-21-01

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 February 10, 2026, with, **American Wire Group** hereinafter designated as the "Vendor", providing for #795 ASCR Wire 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 Vendor 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

(\$256,320.00) 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 Vendor 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 Vendor:

AND FURTHER, that the Vendor 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



Contract # 26-21-01

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 Vendor'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 Vendors 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 Vendor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 2026.


Surety

Title

Vendor

Title

COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2025	
Subject:	Contract #26-38--01 – ATS Inland NW – Upgrade HVAC Controls for Operations Building	
Authored by:	Shawn Harper	Staff Preparing Item
Presenter:	Shawn Harper	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 #25-21-38 for ATS Inland NW to Upgrade HVAC Controls and Software for Operations Building for a not to exceed amount of \$123,480.00 plus Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

In 2023, the District awarded the contract to ATS to upgrade the controls and software that runs the HVAC system in the Administration Building. This project was done in part to ensure a secure software system for the IT Department in the Administration Building. That project transitioned the Administration Building to Delta Controls, improving automation, system visibility, and operational efficiency while establishing a modern control platform for future expansion.

To remain aligned with this long-term building systems modernization strategy, staff now propose upgrading the HVAC control system in the Operations Building. The Operations Building currently relies on outdated control software and hardware that limits automation, remote access, and effective monitoring, reducing staff's ability to proactively manage HVAC performance and system reliability.

ATS Inland Northwest has submitted a proposal to extend the District's existing Delta Control System to include the Operations Building using Delta enteliWEB software. This upgrade would integrate both the Administration and Operations Buildings into a single, unified control platform and replace the existing Niagara software currently used in the Operations Building and the Tridium software being used in the Administration Building. The proposed scope of work includes system design, digital control programming, graphics development, alarms, trend logging, system checkout, and staff training.

The project includes upgraded control and monitoring for four fan coil units and nineteen zone terminal units. Upon completion, Facilities staff will gain improved system visibility, remote access, and enhanced automation, allowing for proactive identification and resolution of HVAC issues. The upgraded system will also improve control of existing heat pump equipment, creating opportunities for increased operational efficiency and potential energy savings.

Recommendation

Staff recommends approval of the Operations Building HVAC Controls Upgrade and authorization to proceed with the proposal from ATS Inland Northwest in the amount of \$123,480. The Administration Building HVAC controls upgrade has been completed, and approval of this project represents the final phase required to transition both the Administration and Operations Buildings to a centralized Delta enteliWEB control platform. Approval of this action will support the District's ongoing systems modernization efforts, improve HVAC system monitoring and reliability, enhance operational efficiency, and position the District to achieve greater energy savings through improved control of existing equipment.

Fiscal Impact

The total cost of the HVAC control system upgrade is \$123,480. The District has budgeted \$100,000 for this project in the 2026 budget. The additional cost will be accommodated through budget adjustment within the existing Facilities capital budget. This project is part of the District's planned building systems modernization efforts.



Contract #26-38-01

SMALL WORKS CONTRACT

TITLE: UPGRADE HVAC CONTROLLERS & SOFTWARE OPERATIONS BUILDING

On this 10TH day of February, 2026, **ATS Inland NW** ("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 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 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



Contract #26-38-01

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 all liability 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 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 \$35,000.00.
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 #26-38-01

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 negotiate progress payments for work performed. Progress payments shall be agreed upon prior to start of project and the District shall make payment to the Contractor for construction accomplished during the preceding calendar month based on 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 \$35,000.00 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 \$35,000.00) 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 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 Department 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.



Contract #26-38-01

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.

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 Procurement 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 Procurement Department of the District.

15. The Contractor shall always 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.

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)



Contract #26-38-01

Appendix D – Reimbursement of Expenses



Contract #26-38-01

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

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

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

ATS INLAND NW

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

WA ST CONTRACTOR'S REGISTRATION NO:

TAX IDENTIFICATION NO:



Contract #26-38-01

Appendix A Statement of Work

Extend the existing Delta Control system to include the control and monitoring of the equipment listed below. The new Delta controllers will be controlled and displayed via Delta enteliWEB software. The Delta enteliWEB software will host the operation and administrative buildings. New Delta graphics will be built to accommodate the administration building for seamless systems to support both buildings. This will replace the existing Niagara software.

Following will be installed or replaced:

Fan Coil Units (4 each)

Zone Terminal Units (19 each)

Work can be performed during normal business hours and scheduled with the Manager of Warehouse and Facilities.

Includes system design, digital control programming, system graphics, alarms, trend logs, and system checkout to ensure a seamless transition.

Contractor assumes that existing mechanical equipment is functioning properly.

Contractor assumes that programming will be based on current sequence of operations.

Contractor assumes that work will occur in a subsequent manner and will not be phased out

Includes training on enteliWEB software.

Contractor is required to perform all work in accordance with all the State of Washington laws and regulations for specified work being performed.



Contract #26-38-01

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 \$123,480.00 plus WA St. Sales Tax.



Contract #26-38-01

Appendix C Special Conditions

Changes to General Terms and Conditions: None



Contract #26-38-01

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 #26-38-01

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 intend 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 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.

Actual Meal Costs



Contract #26-38-01

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 #26-38-01

P E R F O R M A N C E B O N D

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 February 10, 2026, with **ATS Inland NW**, hereinafter designated as the "Contractor", providing for Upgrade HVAC Controllers and Software for Operations Building, 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-Three Thousand, Four Hundred Eighty DOLLARS (\$123,480.00) 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



Contract #26-38-01

performed by the Contractor:

AND FURTHER, 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



Contract #26-38-01

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 #26-38-01

The Contractor hereby certifies that, within the three-year period immediately preceding the formal quote date (**January 7, 2026**), 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.

ATS Inland NW

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:	February 10 th , 2026	
Subject:	Contract Recommendation #25-21-32 (A) (B) (C) - 2026-2027 Transformer Inventory	
Authored by:	Camron Smith	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 type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to award and sign Contracts for 2026-2027 Distribution Transformers; Contract #25-21-32 (A) Irby (Hitachi) for lines 1 and 2 in the amount of \$355,825.00, Contract #25-21-32 (B) Hyundai for line 3 \$37,800.00, and Contract #25-21-32 (C) Kerec for lines 4, 5, and 6 in the amount of \$99,500.00 plus Washington State sales tax all accordance to RCW 54-04-080.

Background/Summary

Bids were opened Tuesday, January 13th, 2026, for the procurement of distribution transformers. Manufacturers were selected to supply the various transformers of a particular size and voltage based on the best combination of total owning cost and lead-time.

Applicable tariffs are included in the Unit Pricing below:

Line Item	Manufacturer/ Vendor	Description	Unit Price	Engineer's Estimate	Qty	Total Price
1	Irby/Hitachi	Transformer, 37.5 kVA 1Ø PAD, 240/120V	\$2,735.00	\$3,953.04	75	\$205,125.00
2	Irby/Hitachi	Transformer, 50 kVA 1Ø PAD, 240/120V	\$3,014.00	\$5,291.11	50	\$150,700.00
3	Hyundai	Transformer, 1000 kVA 3Ø PAD, 480Y/277V	\$18,900.00	\$29,743.37	2	\$37,800.00
4	Kerec*	Transformer, 10 kVA, 1Ø OH, 120/240	\$1,200.00	\$1,427.54	10	\$12,000.00
5	Kerec	Transformer, 37.5 kVA, 1Ø OH, 120/240	\$1,700.00	\$2,907.40	10	\$17,000.00
6	Kerec	Transformer, 500 kVA 3Ø PAD, 208Y/120	\$14,100.00	\$24,565.98	5	\$70,500.00

*Kerec was considered the low bid based on total owning cost calculations.

Note: Attachment #1 – Bid Open Record Summary

Recommendation

Staff recommend the District award the line items as indicated. Placing this order for distribution transformers ensures that the District will have Inventory on hand for the forecasted needs in 2026-2027 and future use.

Fiscal Impact

The 2026 Capital Budget includes \$3.96M for distribution transformers. The distribution transformer costs included in this recommendation are \$493,125.00 plus sales tax.

Attachment #1
Bid Open Record Summary

Item 1 - Transformer, 37.5 kVA single phase pad, 240/120 volt	Each Price	Qty	Engineer's Estimate	Total Price
Irby - Hitachi	\$2,735.00	75	\$3,953.04	\$205,125.00
Anixter -Hitachi	\$2,739.45			\$205,458.75
Gen Pac - Ermco	\$2,974.00			\$223,050.00
Irby - Eaton	\$3,090.00			\$231,750.00
Anixter - Eaton	\$3,156.64			\$236,748.00
Anixter - GE	\$3,299.58			\$247,468.50
Hyundai	\$3,320.00			\$249,000.00
Cascadia McLaren - Wasion Americas Inc	\$3,393.00			\$254,475.00
Irby- Central Moloney	\$3,427.00			\$257,025.00
Kerec	\$3,600.00			\$270,000.00
Howard	\$4,537.00			\$340,275.00
ULS Corporate Inc	\$6,538.48			\$490,386.00
WEG	\$0.00			\$ -
Kllen Group America Inc.	\$0.00			\$ -

Item 2 - Transformer, 50 kVA single phase padmount, 240/120 volt	Each Price	Qty	Engineer's Estimate	Total Price
Irby - Hitachi	\$3,014.00	50	\$5,291.11	\$150,700.00
Anixter -Hitachi	\$3,020.04			\$151,002.00
Irby - Eaton	\$3,253.00			\$162,650.00
Anixter - Eaton	\$3,322.78			\$166,139.00
Gen Pac - Ermco	\$3,338.00			\$166,900.00
Hyundai	\$3,430.00			\$171,500.00
Anixter - GE	\$3,484.18			\$174,209.00
Irby- Central Moloney	\$3,729.00			\$186,450.00
Kerec	\$3,800.00			\$190,000.00
Cascadia McLaren - Wasion Americas Inc	\$3,937.00			\$196,850.00
Howard	\$4,786.00			\$239,300.00
ULS Corporate Inc	\$7,194.09			\$359,704.50
WEG	\$0.00			\$ -
Kllen Group America Inc.	\$0.00			\$ -

Item 3 - Transformer, 1000 kVA 3-phase pad, 480Y/277V	Each Price	Qty	Engineers Estimate	Total Price
Hyundai	\$18,900.00	2	\$29,743.37	\$37,800.00
Kerec	\$21,700.00			\$43,400.00
Cascadia McLaren - Wasion Americas Inc	\$24,421.00			\$48,842.00
Anixter - GE	\$30,112.87			\$60,225.74
Gen Pac - Ermco	\$31,406.00			\$62,812.00
ULS Corporate Inc	\$33,950.80			\$67,901.60
WEG	\$38,736.00			\$77,472.00
Irby - Hitachi	\$39,196.00			\$78,392.00
Anixter -Hitachi	\$39,277.43			\$78,554.86
Irby - Eaton	\$40,649.00			\$81,298.00
Anixter - Eaton	\$41,525.60			\$83,051.20
Irby- Central Moloney	\$57,097.00			\$114,194.00
Howard	\$65,720.00			\$131,440.00
Kllen Group America Inc.	\$0.00			\$-

Item 4 - Transformer, 10 kVA, single phase overhead, 120/240 volt	Each Price	Qty	Engineer's Estimate	Total Price
Gen Pac - Ermco	\$1,198.00	10	\$1,427.54	\$11,980.00
Kerec*	\$1,200.00			\$12,000.00
Anixter - GE	\$1,218.35			\$12,183.50
Anixter - Eaton	\$1,312.50			\$13,125.00
Cascadia McLaren - Wasion Americas Inc	\$1,313.00			\$13,130.00
Hyundai	\$1,480.00			\$14,800.00
Howard	\$1,495.00			\$14,950.00
Irby- Central Moloney	\$2,082.00			\$20,820.00
ULS Corporate Inc	\$2,160.06			\$21,600.60
Irby - Eaton	\$0.00			\$-
Kllen Group America Inc.	\$0.00			\$-
WEG	\$0.00			\$-
Irby - Hitachi	\$0.00			\$-
Anixter -Hitachi	\$0.00			\$-

***Kerec was considered the low bid based on total owning cost calculations.**

Item 5 - Transformer, 37.5 kVA, single phase overhead, 120/240 volt	Each Price	Qty	Engineer's Estimate	Total Price
Kerec	\$1,700.00	10	\$2,907.40	\$17,000.00
Anixter - GE	\$1,814.35			\$18,143.50
Cascadia McLaren - Wasion Americas Inc	\$1,911.00			\$19,110.00
Anixter - Eaton	\$1,971.52			\$19,715.20
Hyundai	\$2,090.00			\$20,900.00
ULS Corporate Inc	\$2,215.92			\$22,159.20
Gen Pac - Ermco	\$2,230.00			\$22,300.00
Irby- Central Moloney	\$2,695.00			\$26,950.00
Howard	\$3,012.00			\$30,120.00
Irby - Eaton	\$0.00			\$-
Kllen Group America Inc.	\$0.00			\$-
WEG	\$0.00			\$-
Irby - Hitachi	\$0.00			\$-
Anixter -Hitachi	\$0.00			\$-

Item 6 - Transformer, 500 kVA 3-phase pad, 208Y/120 volt	Each Price	Qty	Engineer's Estimate	Total Price
Kerec	\$14,100.00	5	\$24,565.98	\$70,500.00
Cascadia McLaren - Wasion Americas Inc	\$16,400.00			\$82,000.00
Hyundai	\$19,000.00			\$95,000.00
Gen Pac - Ermco	\$24,502.00			\$122,510.00
Irby - Hitachi	\$27,291.00			\$136,455.00
Anixter -Hitachi	\$27,348.10			\$136,740.50
Anixter - Eaton	\$27,458.53			\$137,292.65
Anixter - GE	\$25,310.00			\$126,550.00
ULS Corporate Inc	\$27,439.10			\$137,195.50
WEG	\$34,997.00			\$174,985.00
Howard	\$36,182.00			\$180,910.00
Irby- Central Moloney	\$50,444.00			\$252,220.00
Kllen Group America Inc.	\$0.00			\$-
Irby - Eaton	\$0.00			\$-



Contract # 25-21-32 A

**CONTRACT
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 10 day of February, 2026, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",
AND
IRBY ELECTRICAL UTILITIES 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 Distribution transformers per specification in Bid pkg. #25-21-32.
2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the Distribution Transformers F.O.B. destination to the District 18 weeks After Receipt of Order; 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 Three Hundred Fifty Five Thousand, Eight Hundred Twenty Five Dollars (\$355,825.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Vendor guarantees the Distribution Transformers against all defects in workmanship, materials, and in design as stated on the warranty provided by Irby Electrical Utilities – Hitachi.



Contract # 25-21-32 A

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**

IRBY ELECTRICAL UTILITIES

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



Contract # 25-21-32 A

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 February 10, 2026 , with, **Irby Electrical Utilities**

hereinafter designated as the "Vendor", 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 Vendor 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

(\$355,825.00) 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 Vendor 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 Vendor:

AND FURTHER, that the Vendor 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



Contract # 25-21-32 A

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 Vendor'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 Vendors 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 Vendor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety

Title

Vendor

Title



Contract # 25-21-32 B

**CONTRACT
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 10 day of February, 2026, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",
AND
HYUNDAI 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 Distribution transformers per specification in Bid pkg. #25-21-32.
2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the Distribution Transformers F.O.B. destination to the District 18 weeks After Receipt of Order; 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 Thirty Seven Thousand, Eight Hundred Dollars (\$37,800.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Vendor guarantees the Distribution Transformers against all defects in workmanship, materials, and in design as stated on the warranty provided by Hyundai.



Contract # 25-21-32 B

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**

HYUNDAI

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



Contract # 25-21-32 B

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 February 10, 2026 , with, **Hyundai** hereinafter designated as the "Vendor", 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 Vendor 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

(\$37,800.00) 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 Vendor 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 Vendor:

AND FURTHER, that the Vendor 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



Contract # 25-21-32 B

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 Vendor'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 Vendors 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 Vendor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety

Title

Vendor

Title



Contract # 25-21-32 C

**CONTRACT
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 10 day of February, 2026, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",
AND
KEREC 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 Distribution transformers per specification in Bid pkg. #25-21-32.
2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the Distribution Transformers F.O.B. destination to The District 18 weeks After Receipt of Order; 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 Ninety Nine Thousand, Five Hundred Dollars (\$99,500.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Vendor guarantees the Distribution Transformers against all defects in workmanship, materials, and in design as stated on the warranty provided by Kerec.



Contract # 25-21-32 C

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**

KEREC

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



Contract # 25-21-32 C

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 February 10, 2026 , with, **Kerec** hereinafter designated as the "Vendor", 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 Vendor 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

(\$99,500) 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 Vendor 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 Vendor:

AND FURTHER, that the Vendor 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



Contract # 25-21-32 C

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 Vendor'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 Vendors 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 Vendor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety

Title

Vendor

Title

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

TREASURER'S REPORT TO COMMISSION FOR JANUARY 2026

Feb 2, 2026

Final

REVENUE FUND:

	RECEIPTS	DISBURSEMENTS	BALANCE
01/01/26 Cash Balance			\$ 4,566,068.56
Collections	\$ 11,075,171.94		
Bank Interest Earned	4,571.00		
Investments Matured	6,508,285.77		
Miscellaneous - BAB's Subsidy	-		
Transfer from Debt Service Fund	-		
EFT Taxes		\$ 820,297.71	
Checks Paid		980,024.35	
Debt Service to Unrestricted		-	
Debt Service to Restricted		508,285.77	
Investments Purchased		7,172,585.19	
Deferred Compensation		272,575.57	
Department of Retirement Systems		156,439.86	
Purchase Inv		-	
Special Fund-Construction Funds		-	
Purchased Power		4,722,797.30	
Direct Deposit - Payroll & AP		4,160,423.55	
Credit Card Fees		35,202.58	
Miscellaneous - Purchase interest on an investment		8,226.74	
Sub-total	\$ 17,588,028.71	\$ 18,836,858.62	
01/31/26 Cash Balance			\$ 3,317,238.65

Investment Activity	Balance 01/01/26	Purchased	Matured	LGIP Interest	Balance 01/31/26
	\$46,118,340.17	7,565,462.27	6,508,285.77	\$115,408.69	\$47,290,925.36

Check Activity	Balance 01/01/26	Issued	Redeemed	Cancelled*	Balance 01/31/26
	\$107,451.18	\$1,272,019.10	\$980,024.35	\$265.75	\$399,180.18

Unrestricted Reserves:	01/01/26	01/31/26	Change
Minimum Operating Reserves (90 DCOH) Incl. RSA ⁽¹⁾	\$ 32,771,070.00	\$ 33,570,720.00	\$ 799,650.00
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 -14 days) ⁽²⁾	(4,396,099.93)	(5,780,280.42)	(1,384,180.49)
Unrestricted Reserves Total	\$ 49,667,837.20	\$ 49,083,306.71	\$ (584,530.49)
DCOH - Beginning and Ending of Month	136	132	
DCOH - Year-end Projection (Unrestricted \$53.0M)	142	142	
DCOH - Year-end Projection (Construction \$10.0M)	27	27	
Restricted Reserves:			
Bond Redemption Accounts	1,016,571.54	1,524,857.31	508,285.77
Construction Account	0.00	0.00	-
Restricted Reserves Total	1,016,571.54	1,524,857.31	508,285.77
TOTAL RESERVES	\$ 50,684,408.74	\$ 50,608,164.02	\$ (76,244.72)

(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

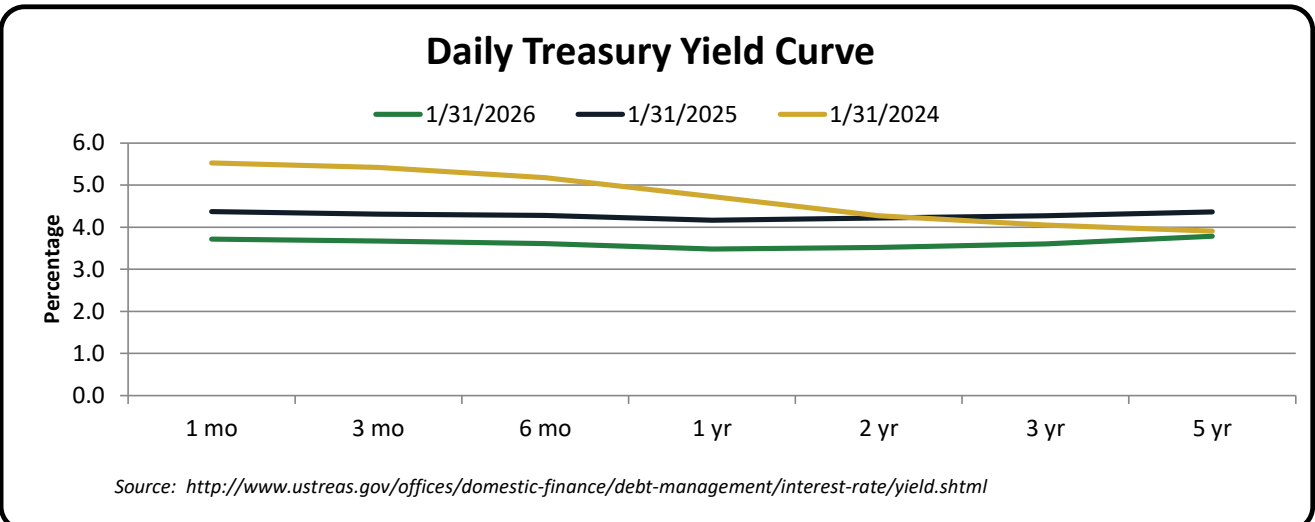
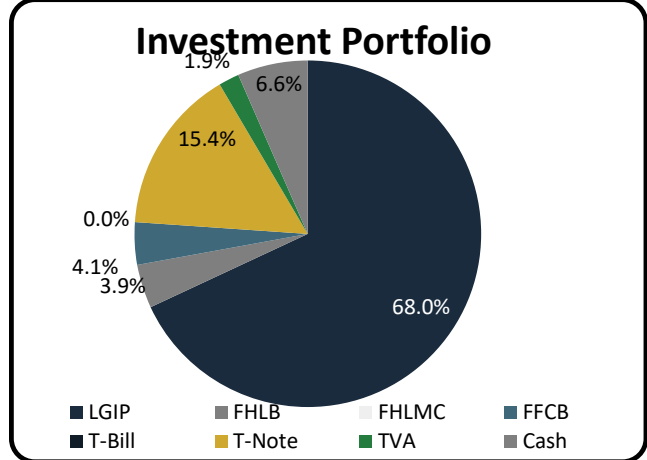
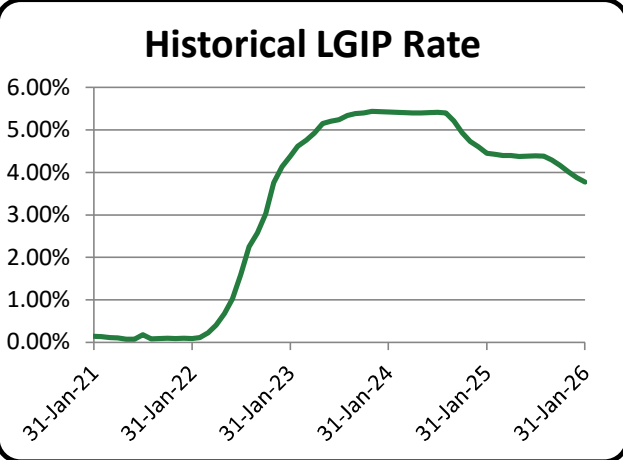
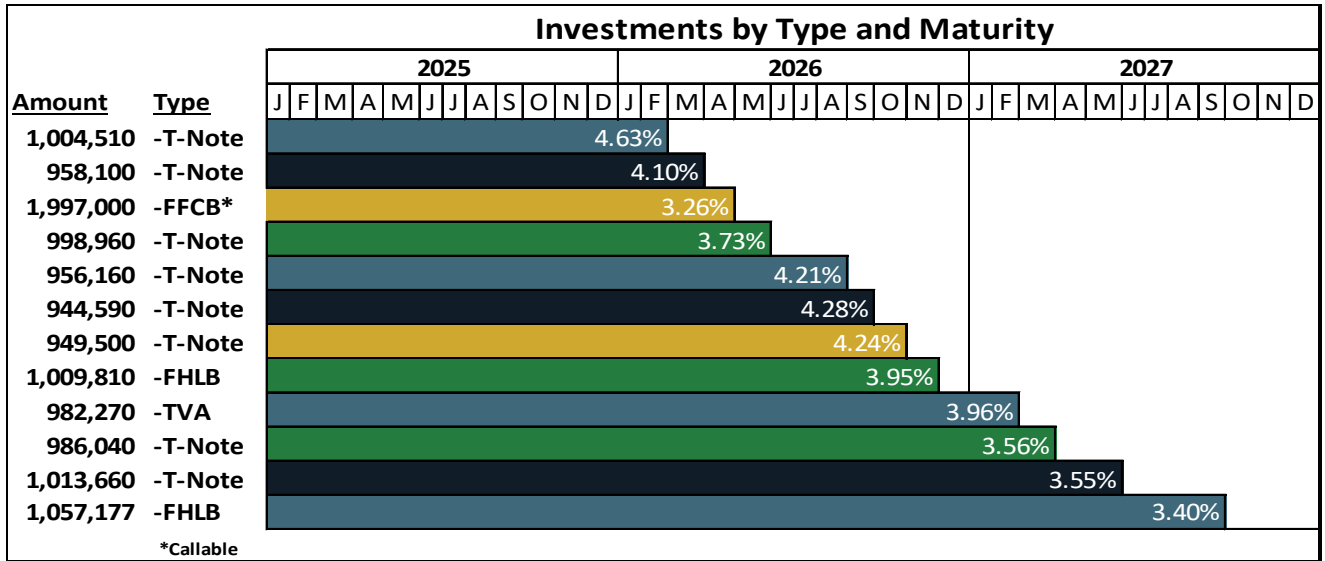
Certified by: Jon Meyer
Jon Meyer, Auditor

CASH & INVESTMENTS SUMMARY

as of January 31, 2026

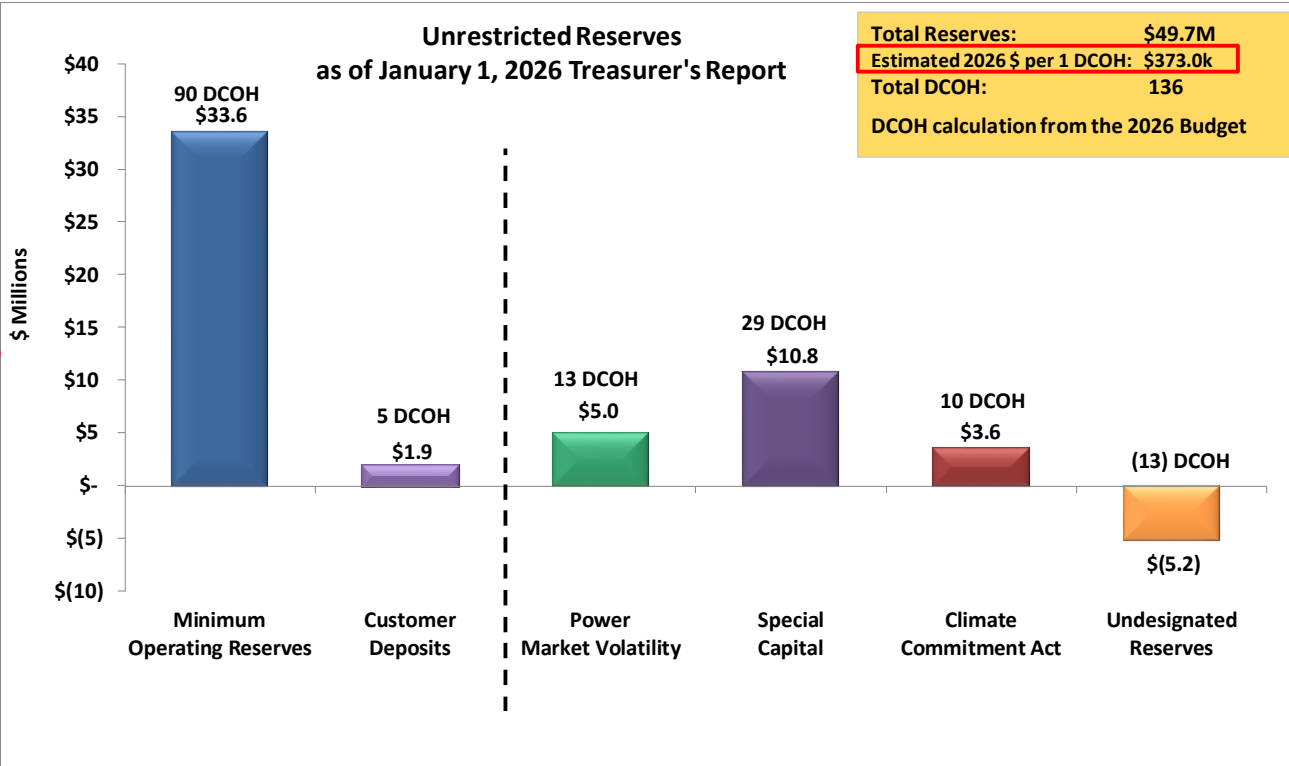
Average Days to Maturity	66	Investments see below*	12,857,777
		LGIP**	34,433,150
Average Weighted Yield	3.795%	TOTAL INVESTMENTS	47,290,926
		CASH	3,317,239
		TOTAL CASH & INVESTMENTS	\$ 50,608,165

* Held in custody at Principal Financial Group
 ** Local Government Investment Pool

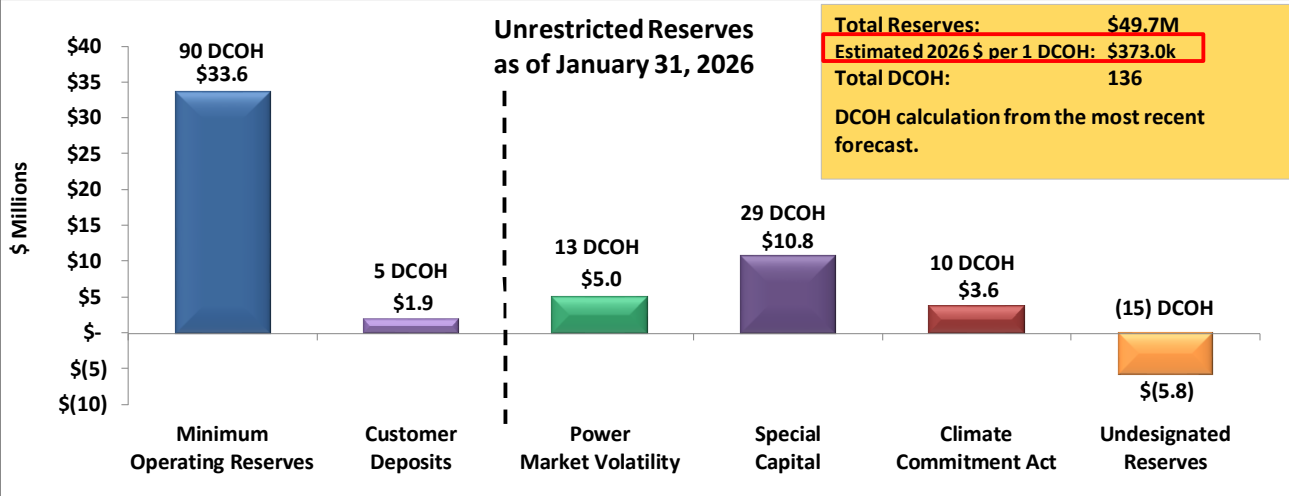


Unrestricted Reserves and Days Cash on Hand (DCOH)

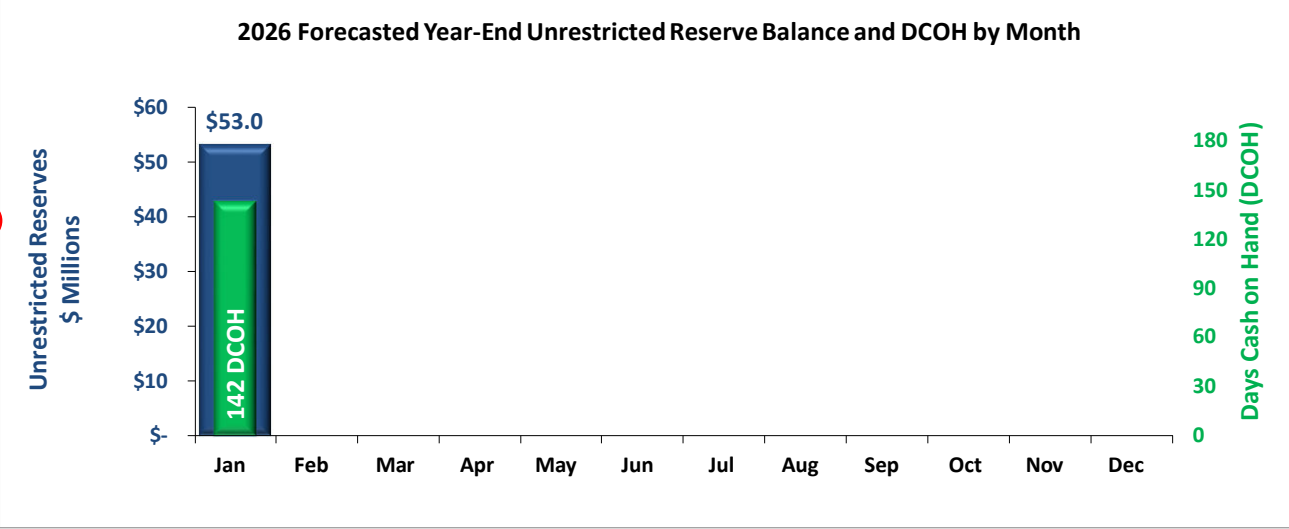
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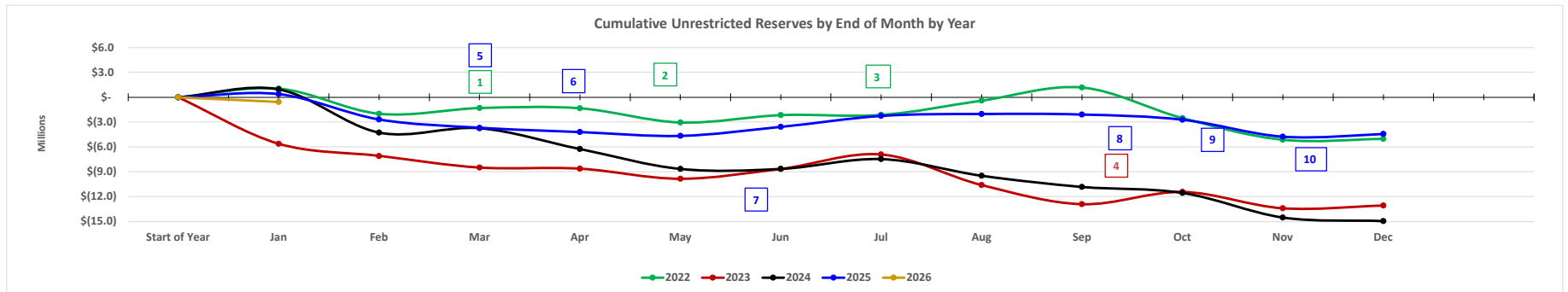


#2



#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.
8. (2025 - September) Adjusted balance down ~\$10.0 million for August BPA invoices that were paid in October due to timing of when the invoice was issued. These invoices are typically paid in September.
9. (2025 - October) Adjusted balance down ~\$7.2 million for September BPA invoices that were paid in November due to timing of when the invoice was issued. These invoices are typically paid in October.
10. (2025 - November) Adjusted balance down ~\$5.5 million for October BPA invoices that were paid in December due to timing of when the invoice was issued. These invoices are typically paid in November.

COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	Redistribution of Unrestricted Reserves	
Authored by:	Keith Mercer	Staff Preparing Item
Presenter:	Keith Mercer	Staff Presenting Item (if applicable or N/A)
Approved by:	Keith Mercer	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 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 to set the unrestricted reserves fund account balances to the following:

- Designated Customer Deposits Account \$1,900,000.00
- Designated Power Market Volatility Account \$5,000,000.00
- Designated Special Capital Fund \$4,986,027.87
- Undesignated Climate Commitment Act \$3,626,558.84
- Undesignated Reserves \$0.00.

Background/Summary

The District maintains reserve funds to support reliable utility operations, protect customers from unexpected cost increases, and ensure strong financial stability. District financial policies require a minimum operating reserve equal to 90 Days Cash on Hand, which helps ensure the District can continue providing service even during emergencies or periods of financial uncertainty.

In addition to this minimum operating reserve, the District maintains several designated reserve accounts that are set aside for specific purposes, such as customer deposits, market-related power cost risk, and future capital investments. Staff regularly reviews these reserve balances as part of an annual review process and makes recommendations to the Commission where to redistribute undesignated reserves.

The proposed action does not change the total amount of reserves held by the District. Instead, it reallocates amounts within the unrestricted reserves category to better reflect the intended uses of these funds. The following page includes a table of staff's recommended account balances, followed by a brief overview of each reserve fund and the rationale for the proposed updates.

Table of Staff's Recommendation

Account Name	Balance as of 1/31/2026	Balance as of 1/31/2026 after proposed transfer recommendation	Change
Unrestricted Reserves			
Minimum Operation Reserves (90 DCOH)	\$33,570,720.00	\$33,570,720.00	\$0.00
Customer Deposits Account	1,900,000.00	1,900,000.00	0.00
Power Market Volatility	5,000,000.00	5,000,000.00	0.00
Special Capital	10,766,308.29	4,986,027.87	(\$5,780,280.42)
Climate Commitment Act	3,626,558.84	3,626,558.84	0.00
Undesignated Reserves	(5,780,280.42)	0.00	\$5,780,280.42
Unrestricted Reserves Total	\$49,083,306.71	\$49,083,306.71	\$0.00
Restricted Reserves			
Bond Redemption Accounts	1,524,857.31	1,524,857.31	0.00
Construction Account	0.00	0.00	0.00
Restricted Reserves Total	1,524,857.31	1,524,857.31	0.00
Total Reserves	\$50,608,164.02	\$50,608,164.02	\$0.00

Reserve Account Overview

Customer Deposits Account

The District holds customer deposits, for some customers, as part of its standard utility service practices. These deposits help protect all ratepayers from losses associated with unpaid balances when accounts are closed. The District is currently holding approximately \$1.9 million in customer deposits.

Power Market Volatility Account

Although the District's Load Following contract with Bonneville Power Administration (BPA) provides more stable wholesale power costs in the near term, risk remains from market uncertainty and Tier 2 load service tied to forward prices. The Commission determined that maintaining the PMVA at \$5 million is appropriate to help cover unanticipated BPA-related costs, including potential Financial Reserves Policy (FRP) and Cost Recovery Adjustment Clause (CRAC) surcharges.

Special Capital Account

This account is intended to support future capital projects, such as infrastructure improvements that may occur over multiple years. The Special Capital Account has been built over time through bond issues and long-term planning. After the proposed transfer, a balance of approximately \$4.9 million will remain available for future capital needs.

Climate Commitment Act

The over-allocation of no-cost allowances initially led the District to sell surplus allowances, without knowing the Department of Ecology would later reduce or reclaim those excess allocations. As a result, the District received Climate Commitment Act funds through these sales. The District is holding these proceeds because future allocations are expected to tighten, and we will likely need to purchase allowances in upcoming compliance periods.

Clarification on Undesignated Reserves

Staff is recommending a transfer of approximately \$5.7 million from the Special Capital Account to the undesignated reserves category to bring the undesignated reserve balance to zero. This adjustment is an accounting and reserve designation update only and does not represent new spending or any reduction in total reserve funds.

Recommendation


Staff recommends approving the above motion based on the information in the Background/Summary section. Staff will continue to monitor the restricted and unrestricted reserve fund balances. Staff will make recommendations in the future where to redistribute those undesignated reserves.

Fiscal Impact

None



COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10 th , 2026	
Subject:	Major Project/2025 End of Year Presentation	
Authored by:	Nikki Becker	Staff Preparing Item
Presenter:	Steve Hunter/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 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

This presentation provides a summary of major capital projects completed during 2025, along with updates on the ongoing meter exchange program and system outage and callout activity. Throughout the year, the District has advanced multiple infrastructure projects to support system reliability, accommodate growth, and replace aging equipment.

The presentation also highlights progress on the multi-year meter replacement program and includes operational performance metrics related to outages and response times. Together, this information is intended to give an overall snapshot of capital investment activity and system performance.

Recommendation


We recommend this presentation as an Information Only item.

Fiscal Impact

NA for this presentation.



COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	2025 – 2030 Strategic Technology Plan	
Authored by:	Jennifer Holbrook	Staff Preparing Item
Presenter:	Jennifer Holbrook	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Folta	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

Staff will provide a presentation on the 2025 through 2030 Strategic Technology Plan.

Recommendation


N/A

Fiscal Impact

N/A



COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	Performance Measurement Report – 4 th Quarter 2025	
Authored by:	Kent Zirker	Staff Preparing Item
Presenter:	Jon Meyer	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 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 type="checkbox"/> Presentation Included

Motion for Commission Consideration:

None.

Background/Summary

Performance measurement is a process that assesses the effectiveness of organizations or work groups in achieving their mission and objectives. District staff have developed 17 performance measures aligned with District values. The District's performance measurement program focuses on high-level measures that provide information to staff, the Commission, and the public as to the performance of the District in key areas. The report is available on the District's website, consistent with our objective to openly provide information to our stakeholders allowing them to measure the effectiveness of our performance.

During the 4th quarter, 17 of the 17 performance measures were rated green as having positive quarterly performance and 16 of 17 had green rated positive outlooks. One outlook was rated yellow (cautious). Staff will highlight the following measures during the Commission meeting:

- Rates
- Conservation I-937
- Electric Reliability Indices
- Electric System Outages
- Infrastructure Component Reliability

Recommendation

Staff have prepared and will review the Performance Measurement Report for the 4th quarter of 2025. The report provides a review of the actual vs target performance for measurements.

Fiscal Impact

N/A



2025 PERFORMANCE MEASURES

Q1	Q2	Q3	Q4
<u>Telephone Service Level</u>			

Annette Cobb
Page 2

Q1	Q2	Q3	Q4
<u>Electronic Payments</u>			

Annette Cobb
Page 3

Q1	Q2	Q3	Q4
<u>Service Order Process</u>			

Michelle Ness
Page 4

Q1	Q2	Q3	Q4
<u>Rates</u>			

Keith Mercer
Page 5/6

Q1	Q2	Q3	Q4
<u>Back Bill Rate</u>			

Annette Cobb
Page 7

Q1	Q2	Q3	Q4
<u>Reserves/Days Cash on Hand</u>			

Keith Mercer
Page 8

Q1	Q2	Q3	Q4
<u>O&M/Capital</u>			

Kent Zirker
Page 9

Q1	Q2	Q3	Q4
<u>O&M Costs per Customer</u>			

Kent Zirker
Page 10

Q1	Q2	Q3	Q4
<u>Collections</u>			

Annette Cobb
Page 11

Q1	Q2	Q3	Q4
<u>Safety</u>			

Steve Hunter
Page 12

Q1	Q2	Q3	Q4
<u>Safety Training & Meetings</u>			

Karen Dunlap
Page 13

Q1	Q2	Q3	Q4
<u>Conservation I-937</u>			

Chris Johnson
Page 14

Q1	Q2	Q3	Q4
<u>Broadband Network Reliability</u>			

Chris Folta
Page 15

Q1	Q2	Q3	Q4
<u>Electric Reliability</u>			

Evan Edwards
Page 16/17

Q1	Q2	Q3	Q4
<u>Electric System Outages</u>			

Evan Edwards
Pages 18 - 20

Q1	Q2	Q3	Q4
<u>Enterprise Application Reliability</u>			

Jennifer Holbrook
Page 21

Q1	Q2	Q3	Q4
<u>Infrastructure Component Reliability</u>			

Duane Crum
Page 22

The color assigned for each measure is a subjective evaluation of both the quarterly results, shown in the quarterly squares as well as the outlook for the upcoming quarter(s) compared to established targets, shown in the large box. The legend below provides general guidance for assigning colors.

	Positive performance - positive outlook review and exceeding quarterly expectation
	Improvement needed - concern about outlook review and less than quarterly expectation
	Adverse performance - negative outlook review and negative quarterly performance
	Data not available or no activity during the quarter



Performance Measure Title

Telephone Service Level (Customer Service Queue)

2025 Status				
Q1	Q2	Q3	Q4	
✓	✓	✓	✓	
Outlook:				✓

Definition

Measures the timeliness of answering calls routed to the Customer Service queue and the effectiveness of department staff in terms of monitoring and managing the call queue. Staff strives to answer most calls within 120 seconds.

How Performance Measure is Computed

The performance measure is calculated by dividing the number of calls answered within 120 seconds by the total number of calls answered that month. The monthly percentage is graphed and analyzed on an XmR chart. Current central line and process limits are calculated based on data from July 2024 through June 2025. (For more information on XmR charts, see Appendix A.)

Performance Rating	
Green ✓	performance within limits, no unfavorable signal
Yellow ▲	showing an unfavorable signal, no action needed to correct
Red ✗	showing an unfavorable signal, action needed to correct

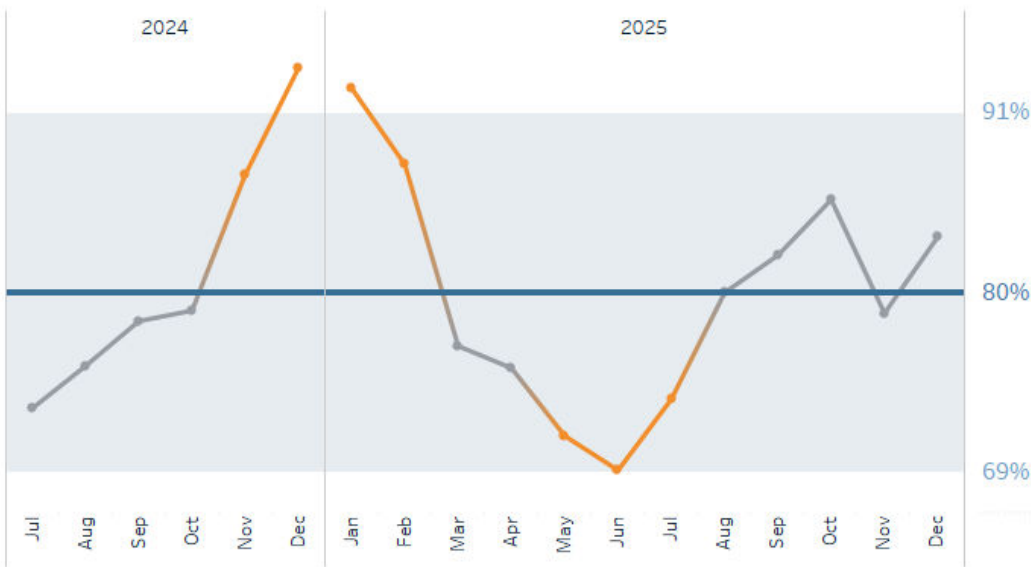
Performance Measure Objectives

The current objective is to carefully monitor the Customer Service queue and maintain telephone service levels within normal limits amid evolving business practices. Managing the queue will allow staff to assess performance expectations and then set future goals that are informed and appropriate. Staff will also track and present supplementary phone queue data in addition to the XmR chart. While these additional metrics do not directly influence performance ratings, they provide valuable insights into aspects of the queue experience beyond call response times, helping to inform and refine future objectives.

Quarterly Performance Summary

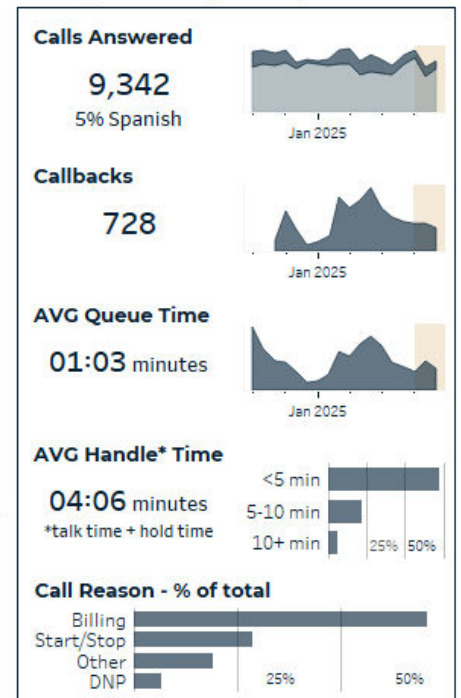
The telephone service level was within normal limits during Q4. The central line is currently set at 80% with expected performance within $\pm 11\%$ of that. The rating for the quarter is green and the outlook is green.

% of calls answered within 120 seconds



[Additional Comments](#)
N/A

Quarterly Snapshot



Responsible Manager: Annette Cobb

Data Provider: Kristen Demory

Report Date: 1/13/2026



Performance Measure Title
Electronic Payments

2025 Status			
Q1	Q2	Q3	Q4
✓	✓	✓	✓
Outlook: ✓			

Definition

Measures the percentage of total payments made to the District using electronic payment channels. Payment channels currently offered by the District include: Auto Pay, the SmartHub website and mobile application, the Integrated Voice Recognition (IVR) telephone system, Pay Now (one time payment via website), payment kiosks, and a customer's bank website. Providing multiple electronic payment channels is a customer convenience that can lead to increased satisfaction and further the District's efforts in customer engagement. Increasing the number of electronic payments can lower costs by reducing staff time and possible errors associated with manual processes.

How Performance Measure is Computed

Electronic payment percentage is calculated as the total number of electronic payments divided by the total number of all payments made that month. The monthly percentages are graphed and analyzed on an XmR chart. Current central line and process limits are calculated based on data from November 2023 through September 2024. (For more information on XmR charts, see Appendix A.)

Performance Rating

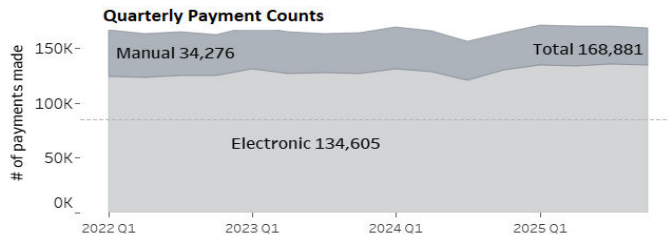
Green ✓	performance within limits, no unfavorable signal
Yellow ⚠	showing an unfavorable signal, no action needed to correct
Red ✗	showing unfavorable signal, action needed to correct

Performance Measure Objectives

The current objective is to maintain performance within normal limits for at least six months. Customer adoption of several electronic payment channels is driving a continual upward trend that has repeatedly exceeded the upper limit. However, it is expected that the measure will eventually find a consistent level of performance. When the trend naturally levels out, staff will discuss further objectives.

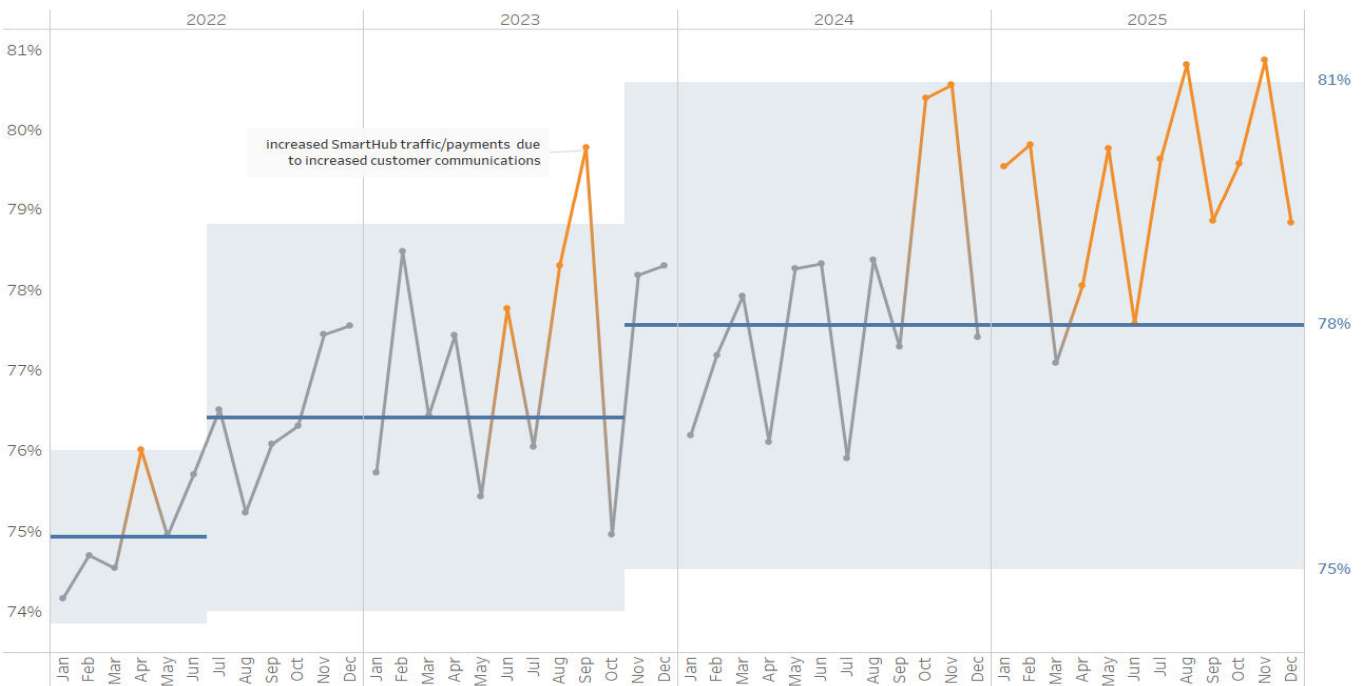
Quarterly Performance Summary

Customer utilization of electronic payments favorably exceeded normal limits during Q4, with an outlier signal and a long run signal resulting from continued customer adoption of Auto Pay, SmartHub App, and Pay Now. The limits will be recalculated next quarter to adjust for the increase in electronic payment adoption. The central line is currently set at 78% of customer payments made electronically, with normal performance expected within $\pm 3\%$ of that. The rating for the year is green and the outlook is positive.



Payment Channels		# of payments this quarter	% of total	% of Total Change since 2024
Electronic	Manual	34,276	20%	▼ 1%
	Auto Pay Self Serve	54,732	32%	▲ 1%
	SmartHub App Self Serve	24,814	15%	► 0%
	Pay Now Self Serve	20,381	12%	► 0%
	SmartHub Web Self Serve	19,040	11%	► 0%
	Bank Website	8,123	5%	► 0%
	IVR Self Serve	6,818	4%	► 0%
	Kiosk Self Serve	697	0%	► 0%

% of payments made electronically





2025 Status				
Q1	Q2	Q3	Q4	
Outlook				

Performance Measure Title

Service Order Time Tracking

Definition

Once a new or altered service is eligible for energization*, the following items will be measured:

- 1) Length of time it takes the Operations Center to energize a new service once Engineering has transitioned the electronic service order to them in the Work Management system, after the customer has met the criteria described by the * below.
- 2) Length of time it takes to set up the customer account in the Customer Information System (CIS) system for billing after Operations transitions it over to them from the Work Management system.
- 3) Total services include electric metered services and production meters installed for solar customers. Solar services are net metered customers with a second separate production meter for energy produced.

***Eligible for energization is based on the customer meeting the following criteria: trench has been inspected on an underground service, fees have been paid, L & I state approval has been received, and customer is ready for power. The District has no control over the time span to energize a new or altered service until the criteria has been met.**

How Connection Performance Measure is Computed - Table

After Engineering has released all holds in the Work Management system, the service order is transitioned to Operations. Performance is measured from the date received by Operations in CIS and the completion date of when the meter was set (energized).

How CIS System Performance Measure is Computed - Table

This performance is measured from the date Customer Service receives the electronic Service Order from Operations, to the date Customer Service closes the electronic service order. This shows the average number of days for Customer Service to set up the customer account.

Goal

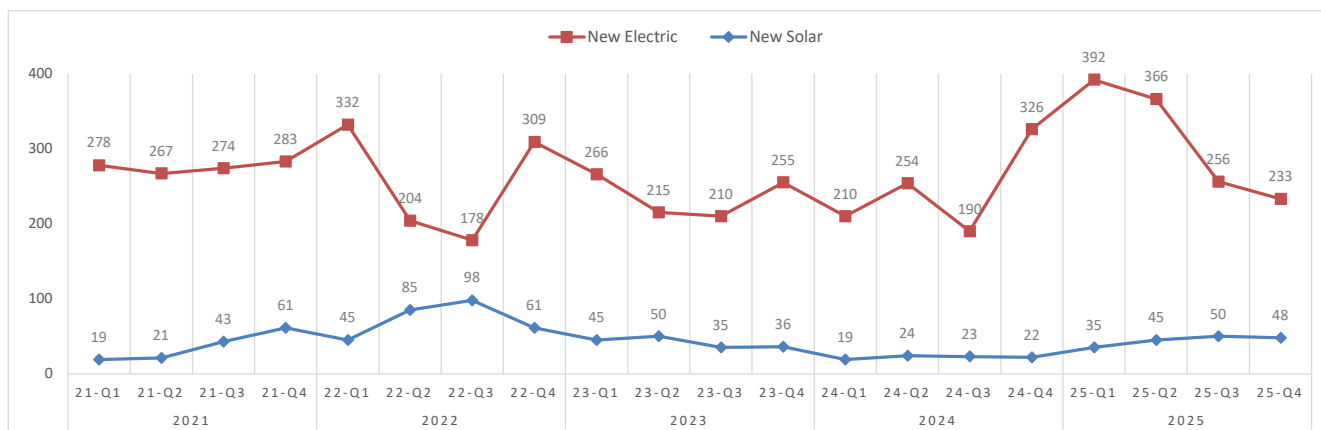
The goal is to energize new services within an average of 7 days after customer criteria has been met, then have the Service Order transitioned from Operations to Customer Service and have new accounts set up in CIS within an average of one week (5 days).

Rating Criteria:	Operations	Customer Service	Combined Rating
	7 days or less	5 days or less	Both green
	8 - 9 days	6 - 7 days	Either is yellow
	> 9 days	> 7 days	Either is red

	Q1		Q2		Q3		Q4	
In Days	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Connection (Chart)	7	3.6	7	2.2	7	2.8	7	3.3
CIS System	5	3.8	5	2.3	5	2.5	5	1.9
Total new services count		427		411		306		281

Quarterly Performance Summary

During the fourth quarter of 2025 it took on average 3.3 days for a new service to be energized once the customer had met all requirements, meeting the criteria of 7 days or less. The time from the service order being available to Customer Service to the account being activated was 1.9 days, meeting the criteria of 5 days or less. There were a total of 281 new services energized (233 electric, 48 solar production) in the quarter. We are green for the quarter and green for the outlook.



	2021	2022	2023	2024	2025
Electric	1,102	1,023	946	980	1,247
Solar Production	144	289	166	88	178
Total Services	1,246	1,312	1,112	1,068	1,425



Performance Measure Title Rate Comparisons

2025 Status			
Q1	Q2	Q3	Q4
Outlook			

Definition

This indicator compares the District's Residential monthly base charge and average monthly bill to other utilities in the Northwest. A benchmarking base amount of 1,300 kWh (energy), 7 kW (demand), and 30 days (base charge) is used for comparison purposes.

How Performance Measure is Computed

Gather current rates from 34 utilities throughout the Northwest and graph Benton PUD in relation to these utilities. Utilities selected for comparisons are a combination of Public Utility Districts, Cooperative Utilities, and Investor-Owned Utilities.

Goal

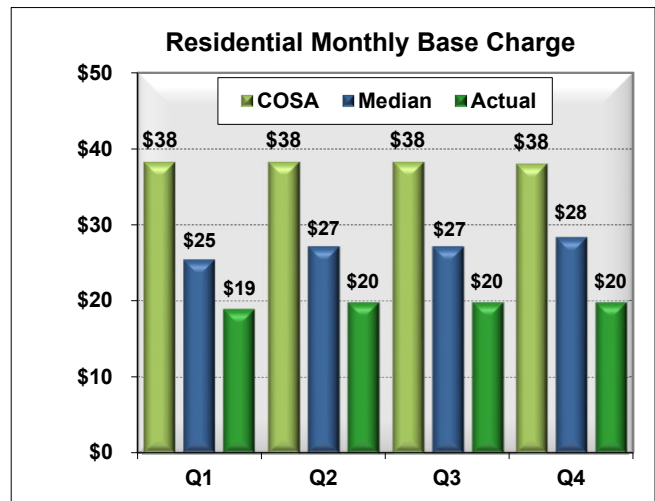
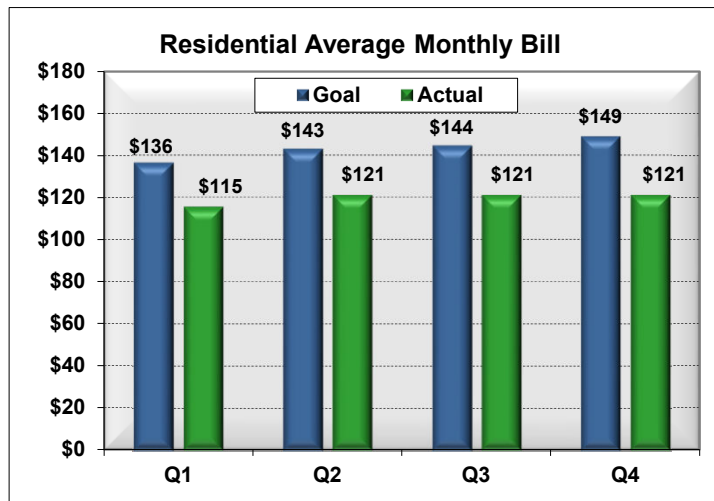
Performance will be measured based on a quarterly rate comparison. A green rating will be assigned if the District's average monthly bill is below the median, a yellow rating will be assigned if the District's average monthly bill is in the quartile above the median, and a red rating will be assigned if the District's average monthly bill is in the highest quartile. In addition, the average residential increases over a five year period as compared against the CPI-U annually will be factored into the rating and outlook. The Residential monthly base charge is shown for comparison purposes only.

Residential Average Monthly Bill			Residential Monthly Base Charge Comparison			BPUD Avg Yearly Residential Rate Increase Compared to CPI-U*			
Goal		Actual	COSA	Median	Actual	BPUD Avg Yearly % Increase		CPI-U* Avg Yearly % Increase	
Q1	< \$136	\$115	Q1	\$38	\$25	\$19	5 Year	1.0%	4.5%
Q2	< \$143	\$121	Q2	\$38	\$27	\$20	10 Year	1.6%	3.1%
Q3	< \$144	\$121	Q3	\$38	\$27	\$20	15 Year	2.3%	2.7%
Q4	< \$149	\$121	Q4	\$38	\$28	\$20	*Consumer Price Index for All Urban Consumers (CPI-U)		

Quarterly Performance Summary

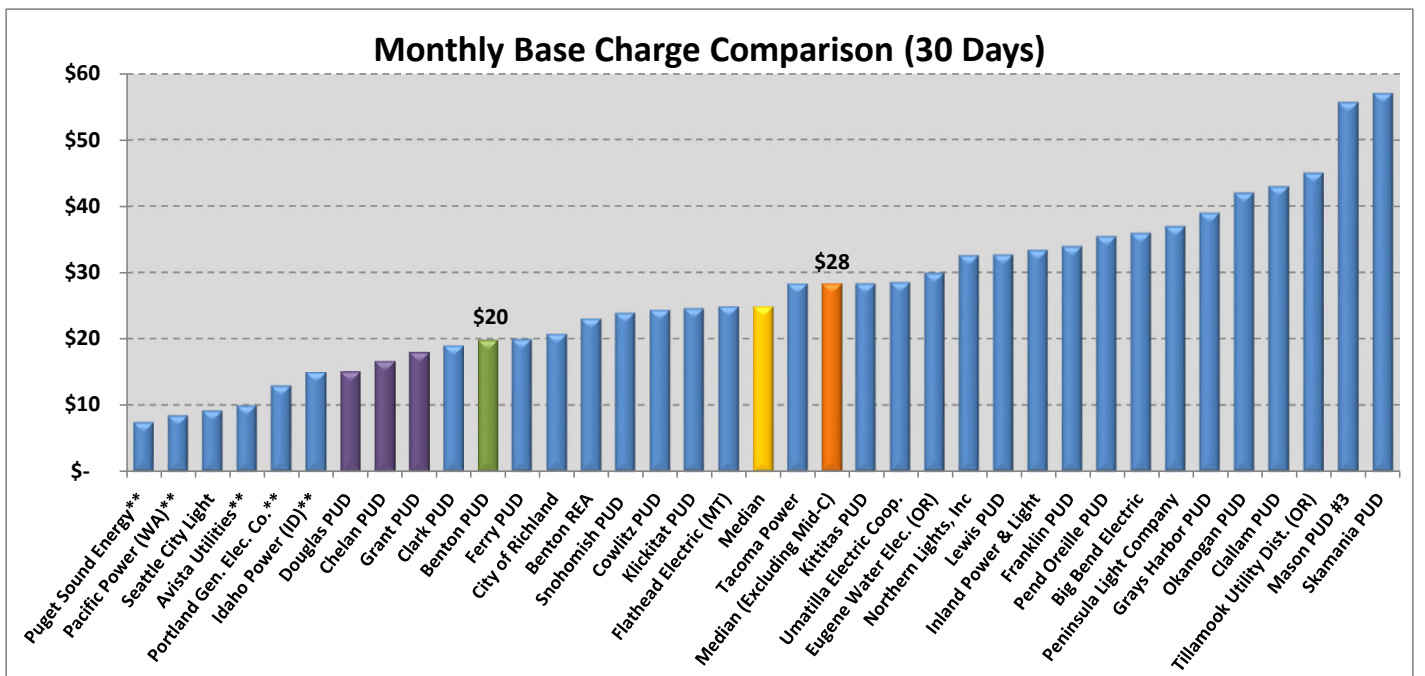
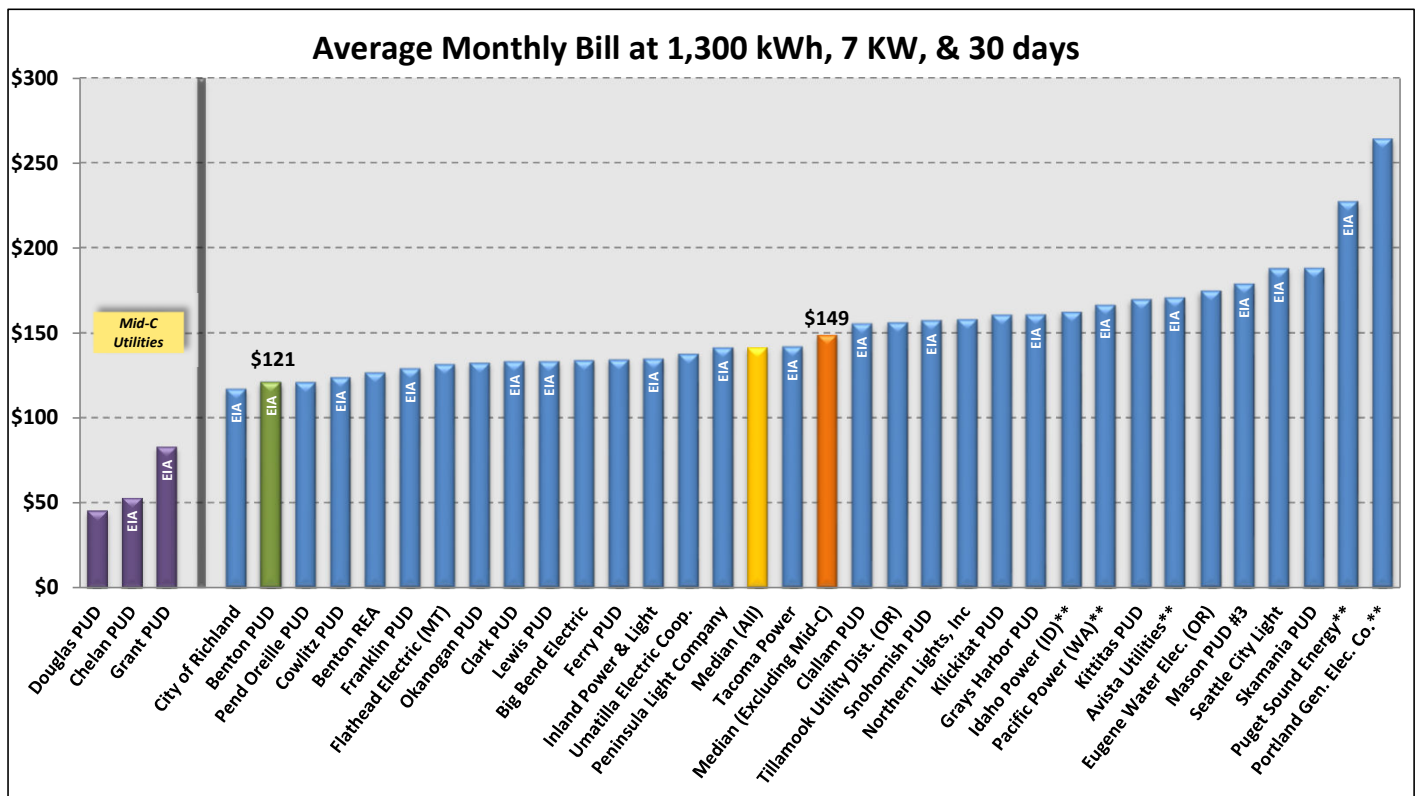
During Q4 2025, the District's Residential rates were below the median of comparable utilities for the average monthly bill so a green rating was assigned. For those benchmark utilities that had an increase this year, the average increase for the **22 consumer owned utilities is 5.9%** and for the **five investor owned utilities is 15.3%**.

In Q4, seven of the benchmark utilities had residential rate increases; **consumer owned**: Cowlitz PUD (3.9% overall increase), Eugene Water Electric (2.9% overall increase), Inland Power & Light (6% overall increase), and Umatilla Electric (10.9% overall increase), **investor owned****: Idaho Power (10.7% overall increase), Portland General Electric (1.2% overall increase), and Puget Sound Energy (5.6% overall increase).



Responsible Manager: Keith Mercer
Data Provider: Katie Grandgeorge

Report Date: 1/22/2026



Average bill information has been calculated by Benton PUD staff using data from other utilities' websites.
This bill calculation is Benton PUD's best effort to provide comparable information.
Mid-C Utilities are utilities that own major hydro facilities.



2025 Status			
Q1	Q2	Q3	Q4
Outlook:			

Back Bills and Billing Corrections Due to District Errors

Definition

Back bills and bill corrections can have a significant impact on customers and on District staff. While some back bills are due to customer error (signing up for service at the wrong apartment or mislabeled meter bases), other back bills are preventable. Some examples of avoidable back bills include equipment failure that is overlooked for a period of time and results in a back bill of more than one month, or not transferring a low income discount when a customer moves. Only preventable back bills due to staff error, or those that were caused by equipment failure not detected in a timely manner, will be counted in this performance measure. When a significant back bill occurs, the rating could be assigned a yellow or red rating depending on the severity of the back bill. This rating would be assigned regardless of the number of back bills during the period.

How Performance Measure is Computed

On a quarterly basis, the number of back bills caused by the following reasons will be reported: defective meter, incorrect multiplier, service orders not processed in a timely manner, data entry error in CIS, missing low income discount, incorrect bill cycle, switched meters and data entry errors. Back bills are processed by the Billing Specialist and will be tracked in a spreadsheet that captures the number of back bills falling into these categories, and the nature of the back bill (i.e. customer error or District error). Each customer affected by a back bill will be counted as "1". For example, all customers affected by a District-caused meter switch will be counted.

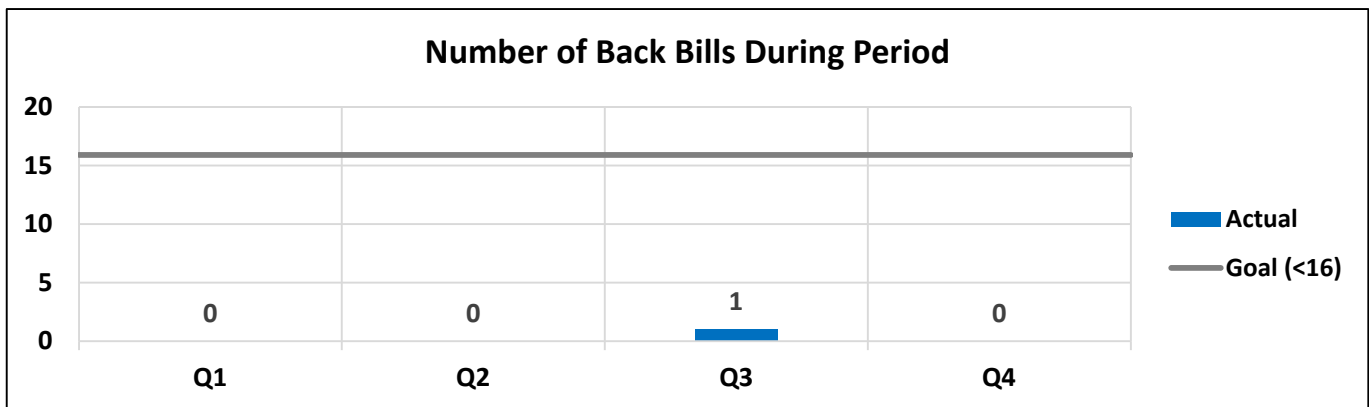
Goal

Fewer than 16 back bills each quarter.

		Number of Back Bills	
	Number of Bills Issued	Goal	Actual
Q1	145,532	<16	0
Q2	146,156	<16	0
Q3	146,517	<16	1
Q4	146,748	<16	0

Performance Rating	
Green	Fewer than 16
Yellow	Between 16-24
Red	Greater than 24

No reportable back bills for Q4.



Responsible Manager: Annette Cobb

Data Provider: Annette Cobb

Report Date: 1/16/2026



Performance Measure Title

Unrestricted Reserves / Days Cash on Hand

2025 Status			
Q1	Q2	Q3	Q4
Outlook			

Definition

Days Cash on Hand measures the number of days an enterprise can cover its operating expenses using unrestricted cash and investments and assuming no additional revenue is collected. Total Unrestricted Reserves include Minimum Operating Reserves and Designated Reserves, such as the Power Market Volatility Account, Customer Deposits Account, and Special Capital Account, as defined in the District's Financial Policies adopted by Resolution 2657 and reported in the monthly financial statements. Beginning in 2015, Minimum Operating Reserves are defined as 90 days cash on hand. This ratio is useful for measuring the relative strength of a utility's financial liquidity. It must be evaluated in conjunction with identified immediate risks to cash flow and compared to the number of days it takes for the utility to raise its rates and begin to receive additional revenues.

How Performance Measure is Computed

Days Cash on Hand is computed by multiplying the total unrestricted cash and investments by 365 and then dividing that result by the total operating expenses (excluding depreciation and amortization). Operating expenses will be based on the latest forecast at the end of each quarter.

Goal

The District's current Financial Policies establish a Minimum Operating Reserve of 90 Days Cash on Hand and require financial plans to maintain Days Cash on Hand to achieve or maintain the Targeted Bond Rating (median of public power utilities). Targeted Days Cash on Hand shall consider relevant and recent benchmark data published by rating agencies for similar rated utilities as well as input from the District's Financial Advisor and recent experience with Rating Agencies. Staff's recommended Targeted Days Cash on Hand is 104 days (Minimum Operating Reserves (90 days) plus the Power Market Volatility Account (14 days). This measure will be rated "green" if the Days Cash on Hand is at or above the recommended range (104 days), "yellow" if the year-end forecast for Days Cash on Hand is between the Minimum Operating Reserve (90 days) and the recommended range (104 days) or over 145 days with no forecasted drawdown, and "red" if the Days Cash on Hand is lower than the Minimum Operating Reserve. A "green" rating may be designated if reserves are over 145 days as a result of a bond issue and/or the financial forecast shows a rate increase in the next year.

DCOH	District Minimum	District Target	Actual
Q1	90	104 to 145	156
Q2	90	104 to 145	139
Q3	90	104 to 145	168
Q4	90	104 to 145	136

Reserves	Minimum	Budget	Actual
Q1	\$33.12M	\$53.25M	\$56.91M
Q2	\$33.12M	\$53.74M	\$50.54M
Q3	\$33.12M	\$51.50M	\$61.20M
Q4	\$33.12M	\$47.89M	\$49.67M

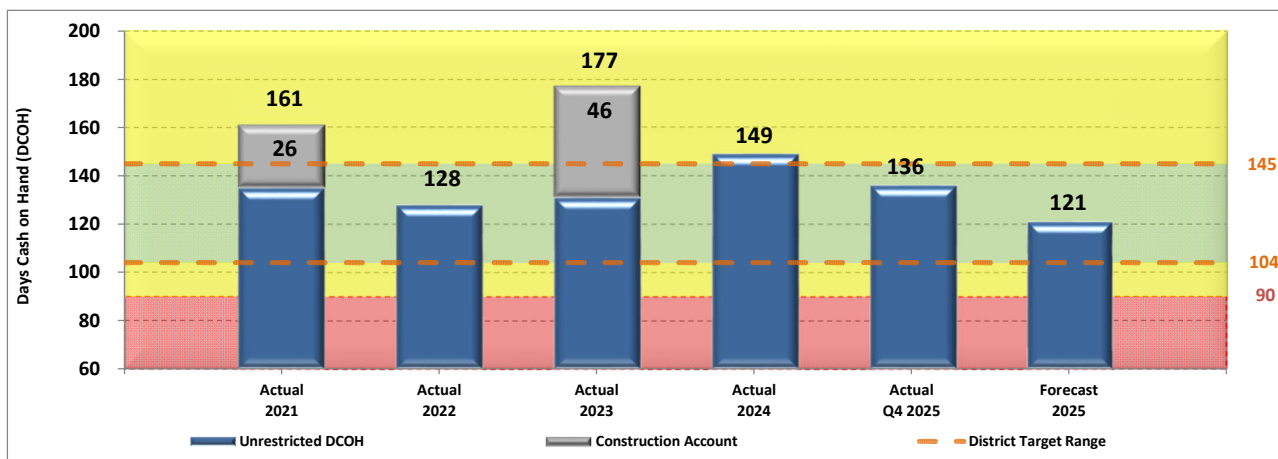
Designated Reserves - Year-end Forecast*	
Description	DCOH
Minimum Operating Reserves	90
Power Market Volatility	14
Special Capital	2
Customer Deposits	5
Climate Commitment Act	10
Undesignated Reserves	0
Current 2025 Year-end Forecast	121
Construction Account	0
Total Year-End Forecast	121

*Designated reserve breakdown is decided by the Commission

Quarterly Performance Summary

At the end of Q4, the District reported 136 Days Cash on Hand (DCOH), resulting in a green rating. This metric is calculated using actual cash balances on hand, rather than accrual-basis accounting figures. DCOH exceeded the November 2025 forecast due to cash versus accrual timing differences across several expense categories, including capital expenditures, gross power costs, and other operating expenses.

DCOH naturally fluctuates within and across fiscal years and is influenced by gross power costs, operating and capital expenditures, and retail revenues. Because DCOH is a cash-based measure, ending balances may not align with accrual-based year-end financial statements, depending on the timing of invoice receipt and payment.



Responsible Manager: Keith Mercer

Data Provider: Katie Grandgeorge

Report Date: 1/22/2026



2025 Status			
Q1	Q2	Q3	Q4
Outlook			

Performance Measure Title

O&M / Net Capital

Definition

This indicator measures the District's actual operations and maintenance (O&M) expenses vs. budget and the actual net capital expenditures vs. budget on a year-to-date basis. O&M expenses include transmission, distribution, broadband and all District internal costs and exclude power supply costs, taxes, depreciation, interest expense and other non-operating expenses. O&M and capital expenditures are a subset of all expenditures incurred by the District. While all costs are controllable by the District in the long-term, management has more direct control of these costs over the short-term and may more immediately impact District financial results through decisions in these areas.

How Performance Measure is Computed

The official budget that is approved by the Commission for the calendar year will represent the standard against which actual results are measured. The original budget is amended by the Commission during the 4th quarter of each year. Year-to-date O&M expenses and net capital expenditures will be compared to budget at the end of each quarter.

Goal

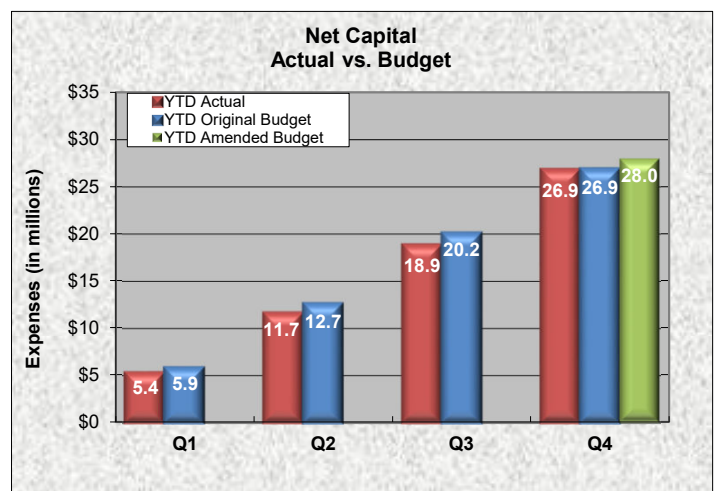
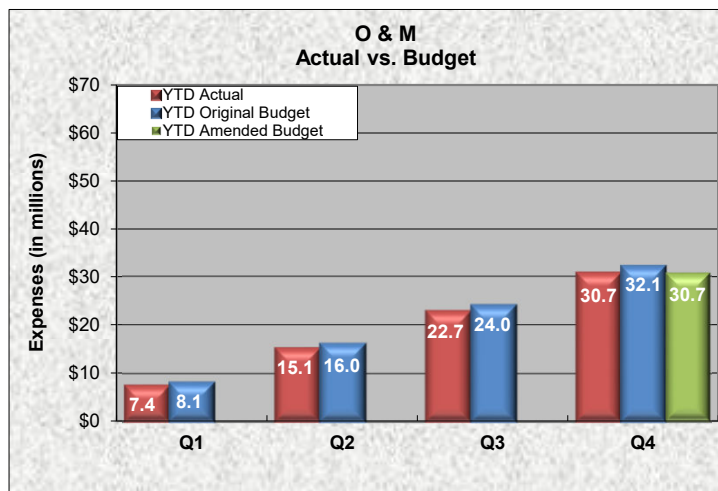
Meet the year-to-date budget projections.

	O & M					Net Capital			
	YTD Original Budget	YTD Amended Budget	YTD Actual	% of Total Budget*		YTD Original Budget	YTD Amended Budget	YTD Actual	% of Total Budget*
Q1	\$8.069		\$7.359	23%	Q1	\$5.920		\$5.358	20%
Q2	\$16.010		\$15.131	47%	Q2	\$12.735		\$11.680	43%
Q3	\$23.995		\$22.747	71%	Q3	\$20.180		\$18.888	70%
Q4	\$32.072	\$30.744	\$30.711	96%	Q4	\$26.920	\$28.001	\$26.868	100%

* % of total original budget, **actuals do not include pension expense

Quarterly Performance Summary

The numbers included in this calculation are based on preliminary financial data and without the impacts of the GASB pension entry. O&M expenses of \$30.7 million through the fourth quarter are 4.2% or about \$1.4 million under the the original budget and 0.1% or about \$33,000 below the amended budget. A large portion of the variance to original budget is under-runs in payroll & benefits, system costs (electric construction contracts, operations & maintenance expense) and general administration (customer service expenses, insurance, and other general). Net capital expenditures of \$26.9 million through the fourth quarter are 0.2% or about \$52,000 under the original net capital budget and 4.0% or about \$1.1 million under the amended budget. Even though Distribution expenditures are up about \$2.1 million over budget, under-runs in Operational Technology, Security, and Transmission projects are leading to a near \$0 variance. These measures are rated green for the quarter and outlook.



Responsible Manager: Kent Zirker

Data Provider: Janelle Herrington

Report Date: 1/28/2026



Performance Measure Title O&M Costs per Customer

2025 Status			
Q1	Q2	Q3	Q4
Outlook			

Definition

This performance measure will track the District's non-power operating and maintenance (O&M) costs per customer, excluding broadband and reimbursable mutual aid costs and including bad debt expense. O&M expenses are a subset of all expenditures incurred by the District. While all costs are controllable by the District in the long-term, management has more direct control of O&M costs over the short-term and may more immediately impact District financial results through decisions in these areas.

How Performance Measure is Computed

Actual O&M expenses, excluding broadband and reimbursable mutual aid costs and including bad debt expense, as reported in the financial statements will be divided by the average number of active service agreements on a rolling 12-month basis. Results at the end of each quarter will be compared to the 2025 calculated budget of \$535 per customer. The 2025 calculated amount was developed from the 2025 budget of \$532 per customer incremented by \$200,000 or \$3 per customer to allow for variations in the level of internal labor charged to capital projects vs expense. A rating of green will be assigned if the O&M costs per customer are less than 2% above budget; a rating of yellow will be assigned if the O&M costs per customer are more than 2% but less than 3% above budget; a rating of red will be assigned if the O&M costs per customer are more than 3% above budget.

Goal

Maintain or decrease the O&M costs per customer as compared to the 2025 budget of \$535 per customer.

O & M		
	2025 Budget	2025 Actual
Q1	\$535	\$488
Q2	\$535	\$496
Q3	\$535	\$494
Q4	\$535	\$504

Information Only	Stated Year Dollars	2025 ⁽¹⁾ Dollars
Benton PUD - CY 2023 Actual*	\$443	\$470
Benton PUD - CY 2024 Actual*	\$463	\$477
Benton PUD - CY 2025 Budget*	\$535	\$535
APPA - 2022 West median ⁽²⁾	\$605	\$661
APPA - 2023 West median ⁽²⁾	\$700	\$743

* includes bad debt expense, does not include GASB pension entry

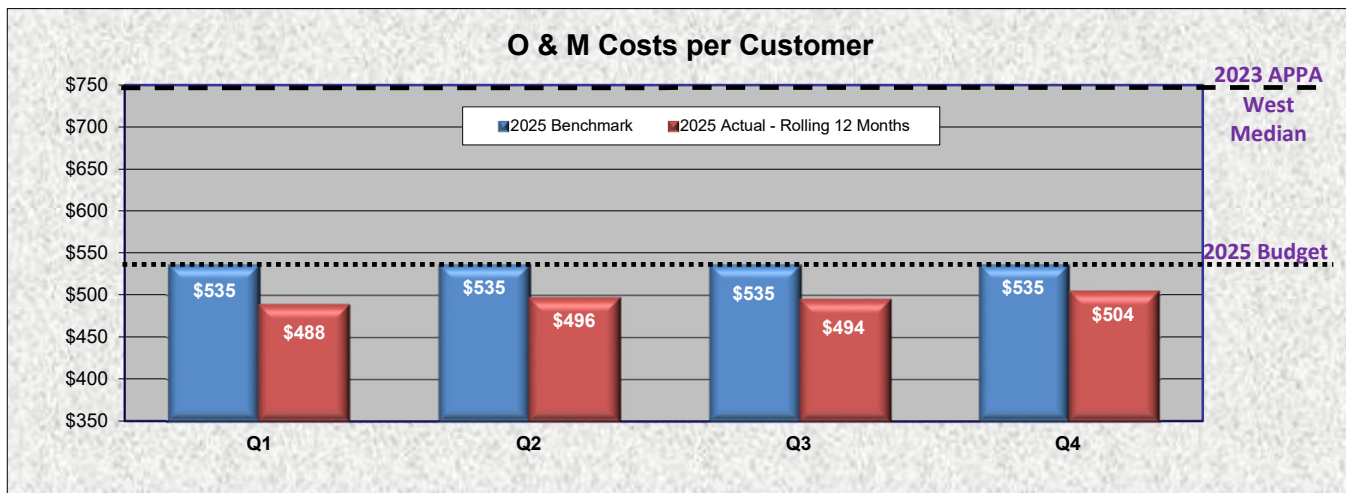
(1) Escalated at 3% per year

(2) Selected Financial and Operating Ratios of Public Power Systems survey

(Note: accounting for payroll taxes and benefits may vary among utilities)

Quarterly Performance Summary

The numbers included in this calculation are based on preliminary financial data and exclude the GASB pension entry. O&M costs per customer on a rolling 12-month basis at the end of the fourth quarter were \$504, which is 5.8% below the budget amount. The budget amount is calculated based on information from the original budget. A large portion of the variance to the original budget is under-runs in payroll & benefits, system costs (electric construction contracts, operations & maintenance expense) and general administration (customer service expenses, insurance, and other general). The District continues to be well below the APPA West median of \$743.



Responsible Manager: Kent Zirker

Data Provider: Janelle Herrington

Report Date: 1/28/2026 98



2025 Status				
Q1	Q2	Q3	Q4	
Outlook:				

Performance Measure Title

Accounts Receivable Collections

Definition

Percentage of accounts receivable that are outstanding and less than 60 days after billing.

How Performance Measure is Computed

The percentage is calculated by dividing the amount of accounts receivable under 60 days by the total amount of accounts receivable for electric customers. This measure does not include miscellaneous accounts receivable, such as power billings or cost reimbursements.

Goal

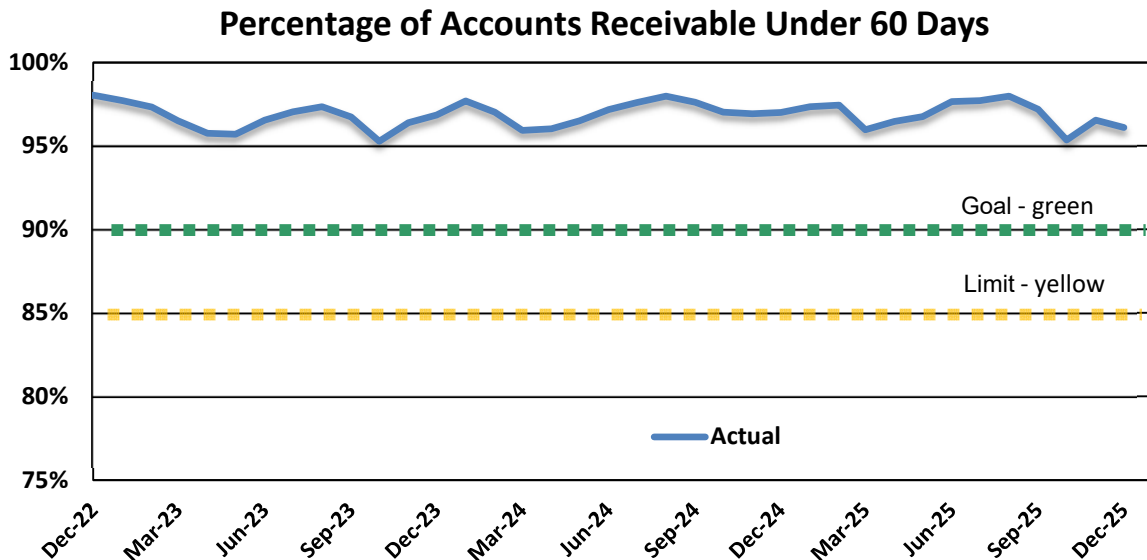
The goal is to increase the percentage of accounts receivable under 60 days to a level of 90% or more of the total accounts receivable. A green rating will be achieved if the actual results are at 90% or higher; a yellow rating will be assigned if the actual results are between 85% to 90%; a red rating will be assigned if the actual results are below 85%.

Actual			
Q1	90%	Q1	96%
Q2	90%	Q2	98%
Q3	90%	Q3	97%
Q4	90%	Q4	96%

Performance Rating		
Green		>= 90%
Yellow		85% - 89%
Red		< 85%

Quarterly Performance Summary

The monthly percentage of outstanding accounts receivable under 60 days including inactive accounts were 95%, 97%, and 96% respectively during Q4. The quarter and outlook are rated green.



Responsible Manager: Annette Cobb

Data Provider: Kent Zirker

Report Date: 1/26/2026



Performance Measure Title

Safety

Definition

The measure will benchmark reportable injuries or illnesses as recorded on the OSHA 300 log. The summary will specify incidents and look for trends and opportunities to correct through training, retraining, work procedure changes, engineering controls or other reasonable actions to address.

How Performance Measure is Computed

We will use the OSHA Form 300A "Summary of Work Related Injuries and Illnesses" for safety benchmarking against the Bureau of Labor Statistic numbers published each year. The basic requirement for recording an illness or injury is if it results in any of the following: death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness, or a significant injury or illness diagnosed by a physician or other licensed health care professional. The incidence rates are calculated according to the following formula: $(N/EH) \times 200,000$ where N = number of incidents for the previous 12-months and EH = total hours worked by all employees during the same 12-month period. The 200,000 is the constant for 100 full-time workers working 40 hours per week for 50 weeks per year.

Benchmark (not to exceed)

The benchmark is to be less than the Total Recordable Cases as published annually by the Bureau of Labor Statistics. This figure changes annually as a result of OSHA 300 log reports. This measure will be rated green if BPUD calculated reportable incidents are below 80% of the benchmark, yellow if they are between 80%-120% of the benchmark, and red if they are over 120% of the benchmark or as a result of a serious injury and/or Labor and Industries citation.

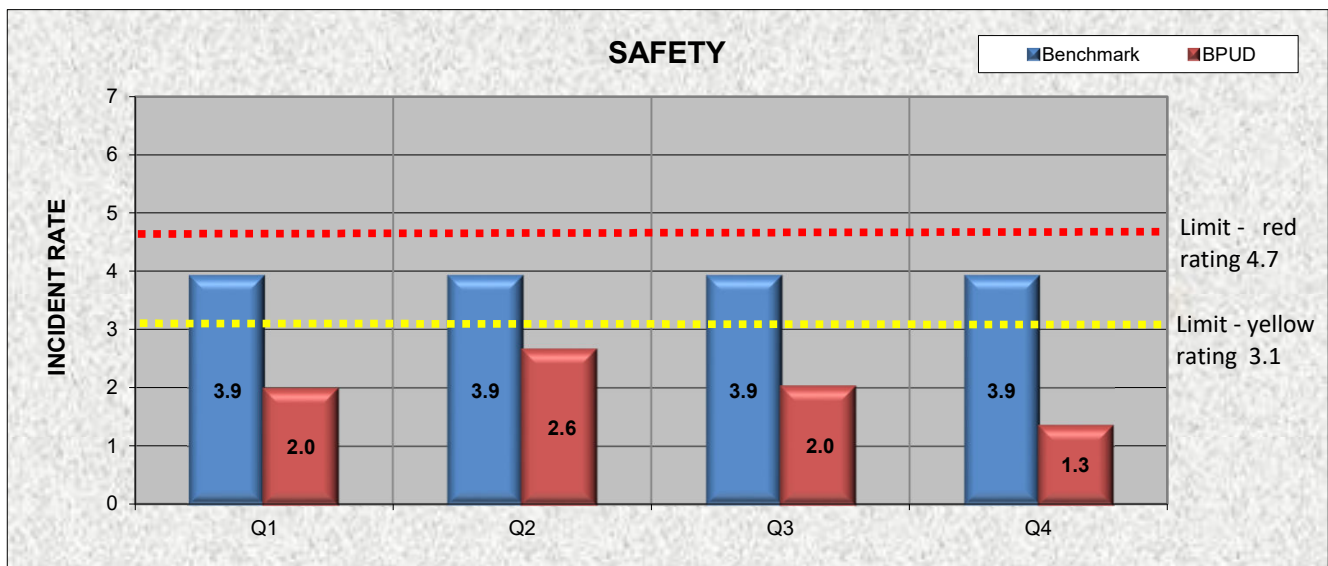
	Benchmark	BPUD
Q1	3.9	2.0
Q2	3.9	2.6
Q3	3.9	2.0
Q4	3.9	1.3

Quarterly Performance Summary

There were three incidents reported on the OSHA 300 form in the last 12 months (January 1, 2025 - December 31, 2025):

~ 04.10.25: Maintenance worker was waiting on coworker and felt a tingle on arm. Brushed arm and realized it was a wasp that stung worker – No lost time

~ 02.13.25: Journeyman Lineman was stripping wire and cut thumb with knife. – No lost time



Responsible Manager: Steve Hunter

Data Provider: Sarah Wellenbrock

Report Date: 1/19/2026



Performance Measure Title

2025 Status			
Q1	Q2	Q3	Q4
✓	✓	✓	✓
Outlook:			✓

Safety Meeting and Training Attendance

Definition

This performance measure reflects the results achieved in meeting the safety program training and participation goals for the quarter. The training goal includes those trainings sponsored by the District and where attendance is required. The participation aspect includes non-training activities that depend upon employee involvement. The goal is to ensure the majority of scheduled participants attend the trainings or meetings while allowing flexibility for those on protected leave. Failing to achieve the goals may reflect other legitimate schedule conflicts, ineffective course frequency or length, priority-setting improvements needed for participants and/or their managers, or other interfering factors.

How Performance Measure is Computed

The target is derived each quarter based on the group participation goals approved by the Central Safety Committee and Leadership Team. It is the percentage of training/meeting attendance against the expected attendance, as well as the number of Operations crew reports turned in. The rating is set so all of the meeting and training attendance averaged together must equal 90% or above to achieve a green rating. A yellow rating reflects an average between 80-89% , and a red rating is less than 80% average attendance.

Performance Rating:

Green: ✓ AVG ≥ 90%	Yellow: ⚠ AVG = 80-89%	Red: ✗ AVG < 80%
--------------------	------------------------	------------------

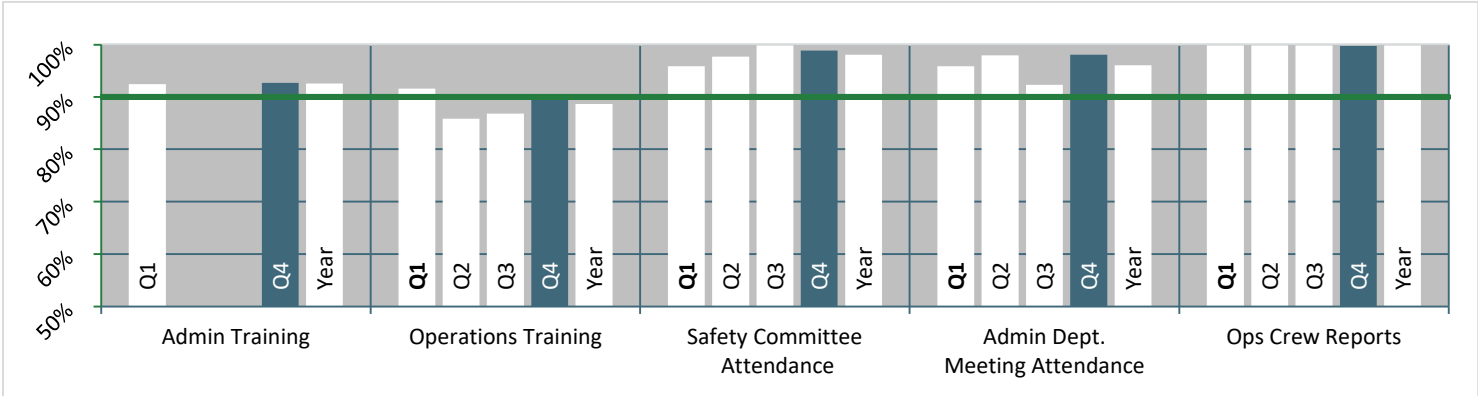
Goal

Achieve minimum 90% or greater average attendance and participation at safety-related trainings and meetings.

	Training Attendance			Participation				Goals
	Admin Training	Ops Training	AVG	Committee Attendance	Admin Dept Attendance	Ops Crew Reports	AVG	Overall AVG
Q1	92%	92%	92%	96%	96%	100%	97%	95%
Q2	N/A	86%	86%	98%	98%	100%	99%	92%
Q3	N/A	87%	87%	100%	92%	100%	97%	92%
Q4	93%	90%	92%	99%	98%	100%	99%	95%
Year	93%	89%	89%	98%	96%	100%	98%	94%

Quarterly Performance Summary

The outlook for the quarter and overall year is green. In the fourth quarter, the Administrative and Operations groups averaged 95% across the safety training and participation goals set for both groups. The Admin biannual safety training was on Fire Safety and was completed by 93% of Admin staff. 90% of Operations participated in crew/shop trainings and covered Defensive Driving/Vehicle Backing, L&I Inspections, and First Aid/CPR/AED. The safety committees averaged 99% attendance overall. 98% of Admin staff reviewed monthly safety information. 100% of Crew Reports were returned.





2025 Status			
Q1	Q2	Q3	Q4
Outlook			

Performance Measure Title

Conservation Plan 2024-2025 Biennial Actuals/Target

Definition

The District will monitor quarterly conservation achievements and compliance with the Energy Independence Act (EIA) target of 1.11 aMW which was established through the Amended Conservation Potential Assessment presented to the Commission on April 23, 2024.

How Performance Measure is Computed

Status is determined by the two target levels in the chart below. Projected final year end savings that are above the EIA Target is green, between the EIA Target and Carryover level is yellow, below the Carryover level is red. Quarterly status is calculated by prorating all current conservation to a 24 month period and adding it to NEEA savings. (Note: Although NEEA actual savings are not received until April-May for the previous year, an estimate of 50% of NEEAs estimated savings are used in the chart until actuals are received). Projected savings are based on Energy Programs budget estimates divided into monthly allocations for all sectors except Industrial. Projections from the Industrial sector are based on pending projects reported to the District by the ESI program.

Goal

Ensure the District is on track to meet the 2024-25 conservation biennial target. Green Outlook rating is the "Projected Final Savings" meeting or exceeding the EIA target. Yellow rating is between the EIA Target and Carryover level. Red rating is below the Carryover level.

2024
Residential
Commercial
Industrial
Agricultural
U.S.E.

Q1		Q2		Q3		Q4	
Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual
0.019	0.013	0.019	0.018	0.019	0.027	0.021	0.016
0.063	0.038	0.063	0.063	0.063	0.055	0.058	0.040
0.085	0.080	0.085	0.000	0.085	0.094	0.075	0.006
0.023	0.013	0.023	0.000	0.023	0.013	0.008	0.000
0.000	0.000	0.000	0.004	0.000	0.000	0.036	0.000

2025
Residential
Commercial
Industrial
Agricultural
U.S.E.

Q1		Q2		Q3		Q4	
Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual
0.018	0.016	0.018	0.028	0.005	0.009	0.005	0.021
0.029	0.057	0.029	0.075	0.015	0.009	0.000	0.000
0.072	0.055	0.078	0.076	0.067	0.192	0.000	0.000
0.007	0.020	0.000	0.000	0.000	0.001	0.000	0.000
0.017	0.101	0.000	0.000	0.000	0.000	0.000	0.000

NEEA*

Total	
Proj	Actual
0.000	0.149
0.000	0.336
0.000	0.503
0.000	0.047
0.000	0.105
0.359	

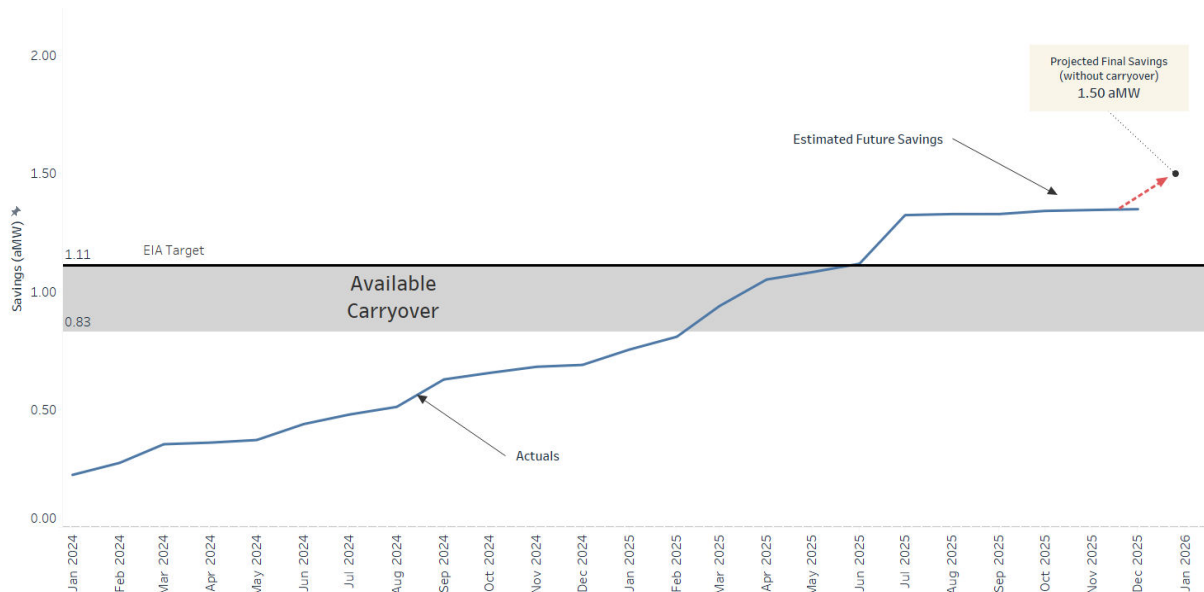
Total aMW

1.499

*NEEA savings for 2024 is known. 2025 is a 50% estimate.

Quarterly Performance Summary

Residential was the only sector with savings in the final quarter to wrap up the biennium. Residential savings posted its third highest savings in the biennium. The final programmatic savings for the 2024-25 biennium was 1.14 aMW, which is slightly higher than the EIA target of 1.11 aMW. 2024 NEEA savings are known (0.21 aMW) which brings the actual total (blue line) to 1.35 aMW. 2025 NEEA savings are still being estimated (dotted line) at 0.15 aMW which would bring the total for the biennium to 1.50 aMW. All savings above the 1.11 aMW target are eligible to be used in future biennia.



Responsible Manager: Chris Johnson

Data Provider: Terry Mapes

Report Date:



Performance Measure Title

Broadband Network Reliability Report

All Green =	
Any Yellow =	
Any Red =	

2025 Status				
Q1	Q2	Q3	Q4	
Outlook				

Definition

This report reflects Benton's network performance, identified by two (2) primary categories and two (2) subcategories.

3 - 9s	4 - 9s	5 - 9s
99.9 =G	99.99 =G	99.999 =G
99.85 =Y	99.985 =Y	99.9985 =Y
99 =R	99.9 =R	99.99 =R

Primary categories

Core - Backbone Network
Distribution - Tail circuit and Customer Fiber

Subcategories

Dark Fiber - Non-lit services
Wireless Carrier - Services provided to Wireless Carriers (T-Mobile, US Cellular, AT&T, Sprint and Verizon)

The District's Broadband network consists of these four (4) segments and each of these segments will be measured independently as a part of the total network reliability. The measure of value and performance of a network is determined by the reliability of the network and at the extent to which it can maintain an adequate level of "up" time and service to the end users. The measurements and tracking process will allow the Broadband technical and management staff to determine the level of service and value of the network to the Retail Service Providers and the end users they serve. The results of the measurements will be part of the rate setting structure, level of service guarantees provided to RSPs and performance of staff.

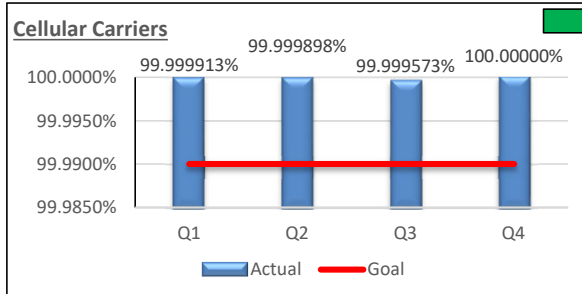
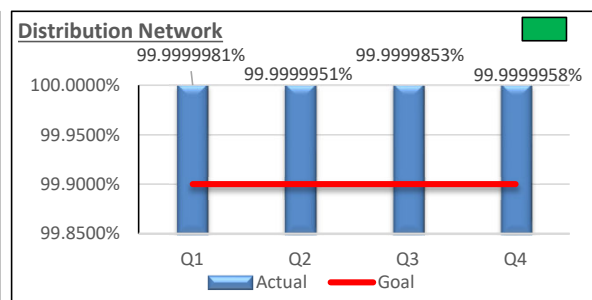
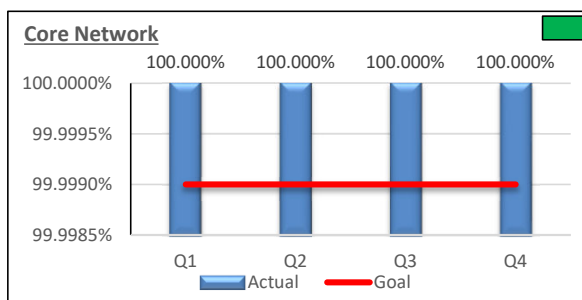
Performance Objectives

Target performance for Core network is 5-9's, Distribution at 3-9's, Cellular Carriers at 4-9's & Dark Fiber at 4-9's.

Core Network		Distribution Network		Cellular Carriers		Dark Fiber	
Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Q1 99.999%	100.000%	Q1 99.9%	99.9999981%	Q1 99.99%	99.999913%	Q1 99.99%	100.00%
Q2 99.999%	100.000%	Q2 99.9%	99.9999951%	Q2 99.99%	99.999898%	Q2 99.99%	100.00%
Q3 99.999%	100.000%	Q3 99.9%	99.999853%	Q3 99.99%	99.999573%	Q3 99.99%	100.00%
Q4 99.999%	100.000%	Q4 99.9%	99.999958%	Q4 99.99%	100.00000%	Q4 99.99%	100.00%

Quarterly Performance Summary

The Performance Measure is rated green for the Quarter. On December 1st, a power outage caused 58 sites to go down for one hour and four minutes. The NOC verified that all services restored when the power restored to the upstream device.



Responsible Manager:

Chris Folta

Data Provider:

Adrian Mata

Report Date:

1/20/2026



2025 Status			
Q1	Q2	Q3	Q4
Outlook			

Performance Measure Title

Electric Reliability

Definitions

SAIFI - System average interruption frequency index

Indicates how often the average customer experiences a sustained (greater than or equal to 5 minutes) interruption.

$$\text{SAIFI} = \frac{\Sigma \text{ Number of Customer Interruptions}}{\text{Number of Customers Served}}$$

SAIDI - System average interruption duration index

Indicates the total duration of interruption for the average customer during a predefined period of time.

$$\text{SAIDI} = \frac{\Sigma \text{ Customer Interruption Duration}}{\text{Number of Customers Served}}$$

CAIDI - Customer average interruption duration index

Indicates the average time required to restore service.

$$\text{CAIDI} = \frac{\Sigma \text{ Customer Interruption Duration}}{\Sigma \text{ Number of Customer Interruptions}} = \frac{\text{SAIDI}}{\text{SAIFI}}$$

Major Event Day - A day in which the daily system SAIDI exceeds a Major Event Day threshold value (TMED). Statistically, days exceeding the TMED threshold are days on which the energy delivery system experiences stresses significantly beyond those that are typically expected.

How Performance Measure is Computed

Interruption information is logged into the District's Outage Management System (OMS), either automatically from the District's SCADA system or manually. Tableau is used to calculate and report statistics for interruptions lasting longer than five minutes, excluding planned outages and customer problems.

Charts are presented that include and exclude Major Event Days (MEDs). The MED data is provided as it is the summation of our customer's experience. These large MED outages are often events that interrupt the District's electrical service but may not be the result of an electrical fault or equipment failure on the District's electrical system. Events such as BPA transmission outages or weather events that overwhelm the District's ability to rapidly respond.

The second set of charts excludes MED outages and provides a reportable quarterly metric reflecting outages caused only by electrical faults or equipment failures on the District's electrical system. This allows the District to identify actionable trends in SAIFI, SAIDI, and CAIDI values for outages that occurred on the District's electrical system.

Goal

Compare recent 12-month performance to a goal equal to a four year (2005-2008) historical average. The performance rating will be "green" if the index is up to 20% above the goal, "yellow" if between 20% and 40% above and "red" if greater than 40% above the goal.

Quarterly Performance Summary

Time Period: 12-month time period from January 2025 to December 2025.

	MEDs Included	MEDs Excluded	Goal	Rating
SAIFI	0.28	0.28	0.5	
SAIDI	36.1	36.1	60	
CAIDI	130.1	130.1	120	

Over the 12-month time period from January 2025 to December 2025, **SAIFI of 0.28** interruptions is less than the goal of 0.5, resulting in a green rating. **SAIDI of 36.1** minutes is less than the goal of 60, resulting in a green rating. **CAIDI of 130.1** minutes is greater than the goal of 120, but within 20% of the goal resulting in a green rating.

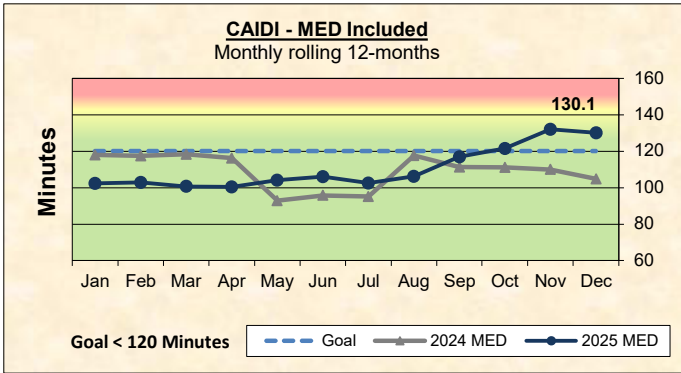
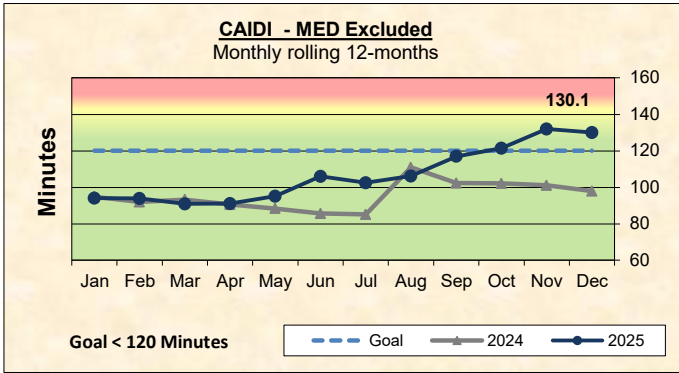
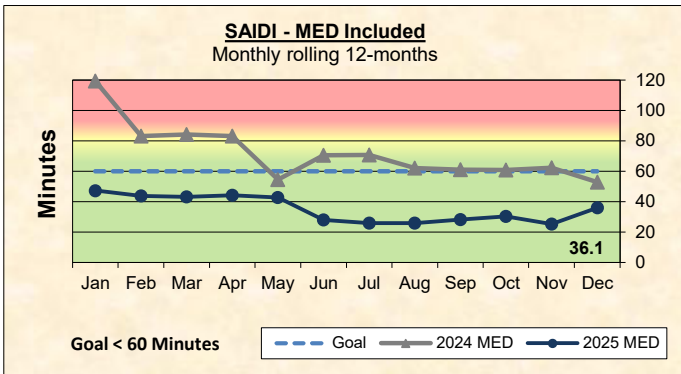
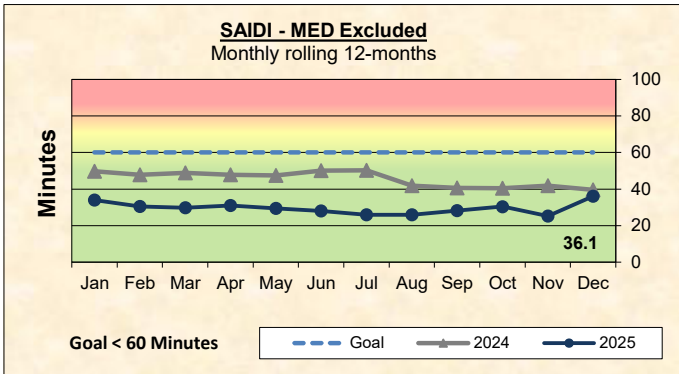
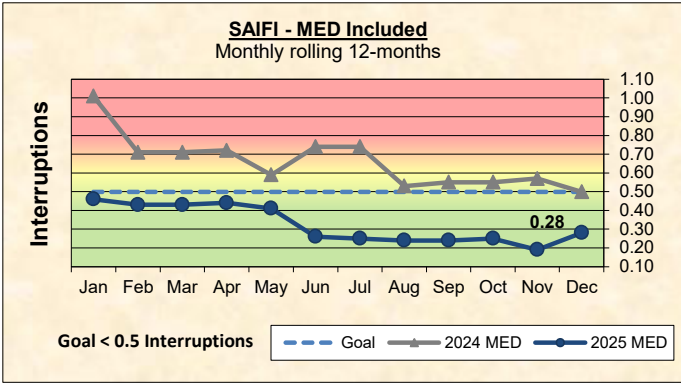
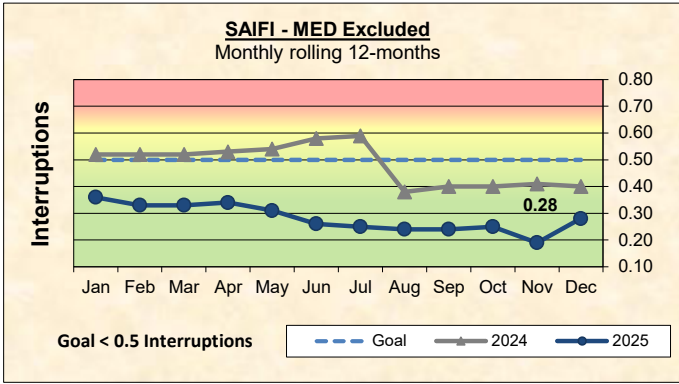
For the non-MED data, SAIFI decreased slightly for the current quarter, meaning the average customer experiences an outage about every 50 months for general outages. SAIDI increased slightly and has been trending flat for the last 4 quarters. The increase in CAIDI is due to SAIFI decreasing while SAIDI slightly increased. Q3 is being given a green rating.

With MED data included, SAIFI increased to **0.28**, SAIDI increased to **36.1**, and CAIDI increased to **130.1**. There were no MED events during the current quarter.

A SAIFI of 0.28 means every single one of our customers could have expected an outage within the last 43 months. In reality we had a subset of our customers who experienced multiple outages in the last 12 months. With MED's included our customers experienced an average restoration time of 2 hours and 10 minutes.

Responsible Manager: Evan Edwards
Data Provider: Dax Berven

Report Date: 1/21/2026



Responsible Manager: Evan Edwards
 Data Provider: Dax Berven

Report Date: 1/21/2026



2025 Status				
Q1	Q2	Q3	Q4	
Outlook				

Performance Measure Title

Electric System Outages

Definitions

Outage - Interruption of electrical service, for greater than or equal to 5 minutes, to one or more customers, excluding planned outages.

Cause - The reason the outage occurred.

Region - The geographic zone, as defined by the District's Geographical Information System, where the outage occurred.

Customer - A metered electrical service point for which an active bill account is established at a specific location.

Customer Minutes Out - The number of customers interrupted in an outage multiplied by the duration of the outage in minutes.

MED - Major Event Day

How Performance Measure is Computed

Outage information is logged into the District's Outage Management System (OMS). Every outage that occurs has an associated cause, region, number of customers affected and the number of customer minutes out. The outage data is queried from the OMS database using reporting tools and entered into a spreadsheet for summation and graphing purposes. The data is reported for a rolling 12-month time period, which removes any seasonal variation when looking for trends. This data is similar to the data used for calculating the quarterly performance measure titled "Reliability Indices". The reliability indices are useful as a performance indicator and for benchmarking purposes, but they do not provide the detail required to fully understand what factors are influencing reliability.

Goal

To identify electric system outage trends by cause and region over a 12-month time period. Trends in the negative direction will result in a yellow rating; otherwise a green rating will apply. No red ratings will be used.

Quarterly Performance Summary

Rolling 12 Months Reported Quarterly (No MED)						Rolling 12 Months Reported Quarterly (MED)					
Outage Statistics	2024-Q4	2025-Q1	2025-Q2	2025-Q3	2025-Q4	Outage Statistics	2024-Q4	2025-Q1	2025-Q2	2025-Q3	2025-Q4
Outage Count	502	480	494	527	575	Outage Count	518	496	494	527	575
Customers Out	23,223	18,943	15,618	14,343	16,092	Customers Out	29,032	24,752	15,618	14,343	16,092
Customer Minutes Out	2,245,781	1,690,366	1,596,195	1,571,827	1,964,773	Customer Minutes Out	3,017,302	2,461,887	1,596,195	1,571,827	1,964,773

Non-MED Data Summary: For the non-MED data, outage counts, customers out, and customer minutes out increased over the previous 12 month window. This was mostly centered around the wind events and a BPA breaker mis-operation at McNary and not indicative of a trend.

MED Data Summary:

There have not been any MED events within the last 12 months

Rolling 12 Months Reported Quarterly (No MED)						Rolling 12 Months Reported Quarterly (MED)					
Outages by Cause	2024-Q4	2025-Q1	2025-Q2	2025-Q3	2025-Q4	Outage Statistics	2024-Q4	2025-Q1	2025-Q2	2025-Q3	2025-Q4
Equipment	264	269	264	287	333	Equipment	269	274	264	287	333
Animals	89	98	106	117	110	Animals	89	98	106	117	110
Weather	18	10	10	13	22	Weather	18	10	10	13	22
Foreign Interference	103	79	91	81	73	Foreign Interference	114	90	91	81	73
Vegetation	17	14	13	17	18	Vegetation	17	14	13	17	18
Undetermined	11	10	10	12	19	Undetermined	11	10	10	12	19
Total	502	480	494	527	575	Total	518	496	494	527	575

Cause Summary: For the non-MED data outages caused by Equipment, Weather, and Undetermined events all increased while outages caused by Animals and Foreign Interference decreased. Vegetation caused outages remained flat.

With MED data included all outage types remained flat.

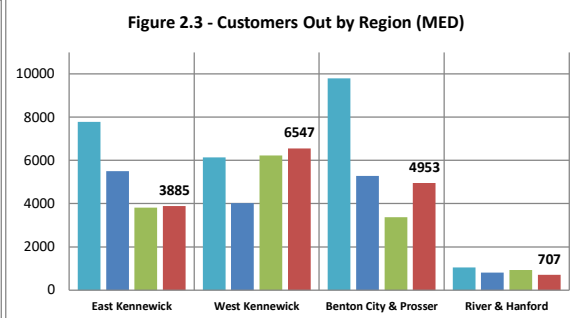
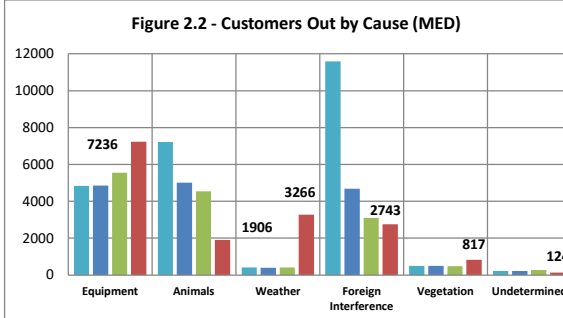
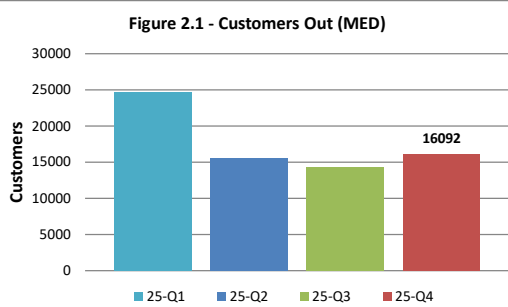
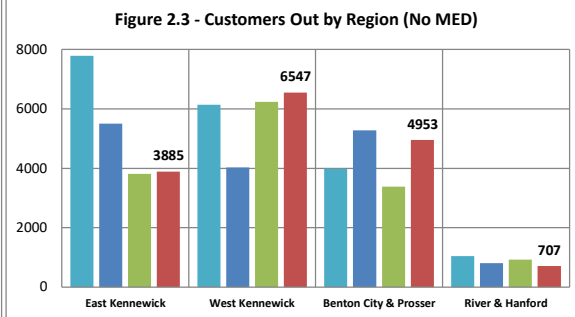
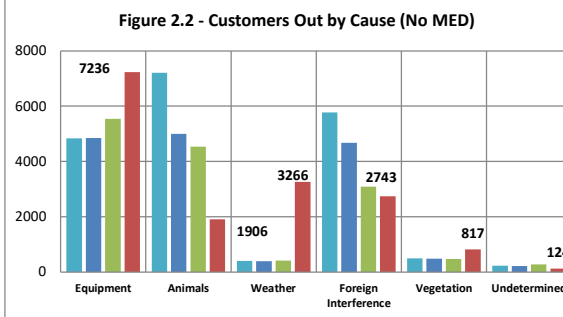
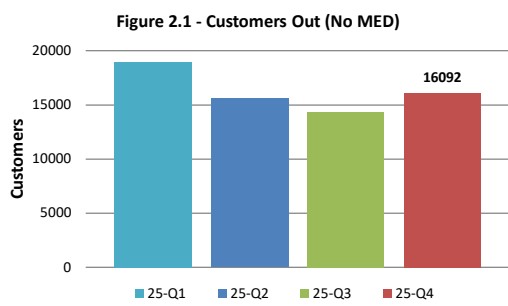
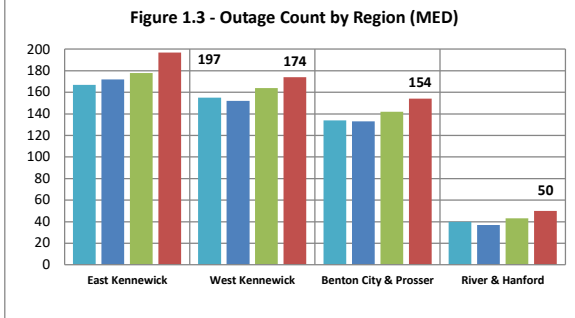
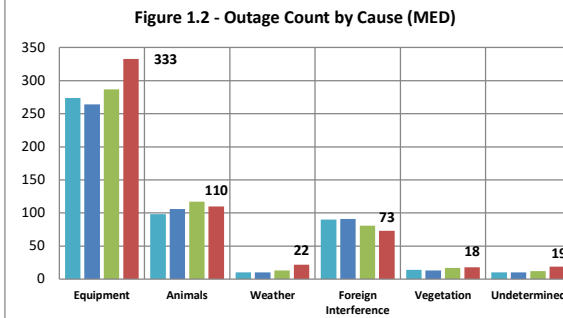
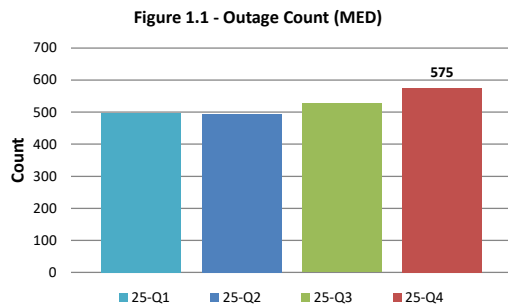
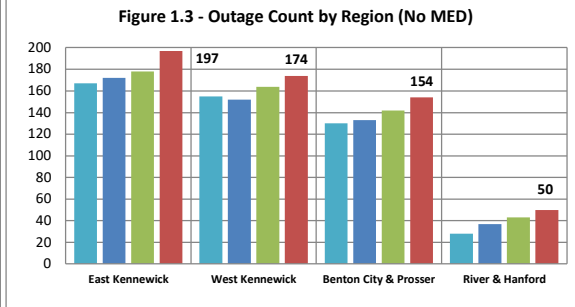
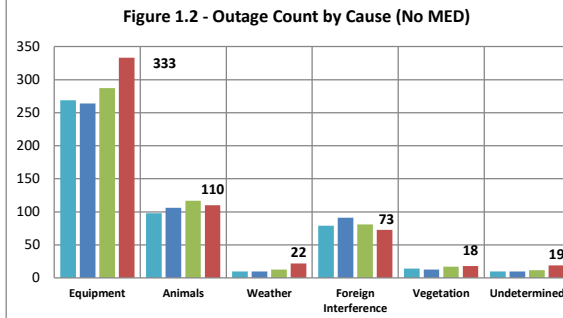
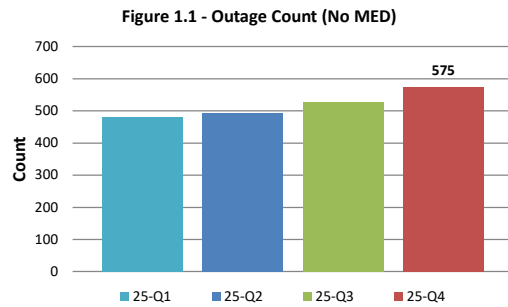
Rolling 12 Months Reported Quarterly (No MED)						Rolling 12 Months Reported Quarterly (MED)					
Outages by Region	2024-Q4	2025-Q1	2025-Q2	2025-Q3	2025-Q4	Outages by Region	2024-Q4	2025-Q1	2025-Q2	2025-Q3	2025-Q4
East Kennewick	175	167	172	178	197	East Kennewick	175	167	172	178	197
West Kennewick	161	155	152	164	174	West Kennewick	161	155	152	164	174
Benton City & Prosser	140	130	133	142	154	Benton City & Prosser	144	134	133	142	154
River & Hanford	26	28	37	43	50	River & Hanford	38	40	37	43	50
Total	502	480	494	527	575	Total	518	496	494	527	575

Region Summary: Across the non-MED data outages increased across all regions. Customers out decreased in the Hanford & Rivera areas, remained flat East Kennewick, and increased in the West Kennewick and Benton City & Prosser areas. Customer minutes out increased across all regions. There is no MED impact as no MEDs were experienced within the last 12 months.

Responsible Manager: Evan Edwards
Data Provider: Dax Berven

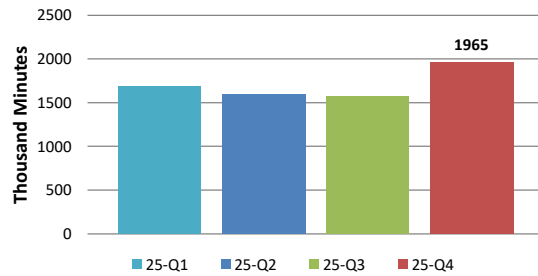
Report Date: 1/21/2026

Outage Data Rolling 12-Months, Reported Quarterly

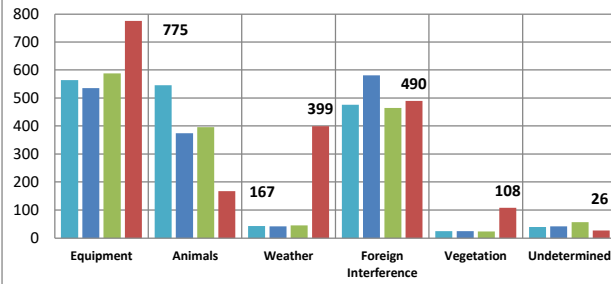


Outage Data Rolling 12-Months, Reported Quarterly

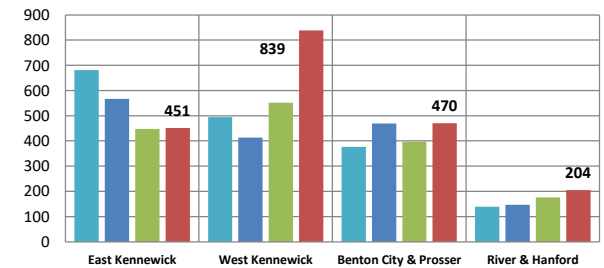
**Figure 3.1 - Customer Minutes Out (k-Min)
(No MED)**



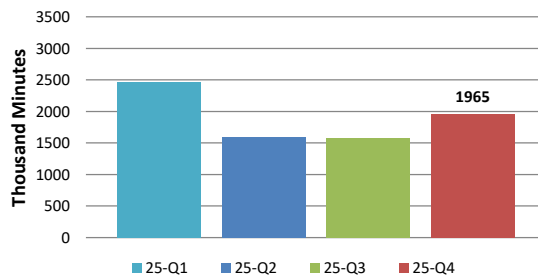
**Figure 3.2 - Customer Minutes Out by Cause (k-Min)
(No MED)**



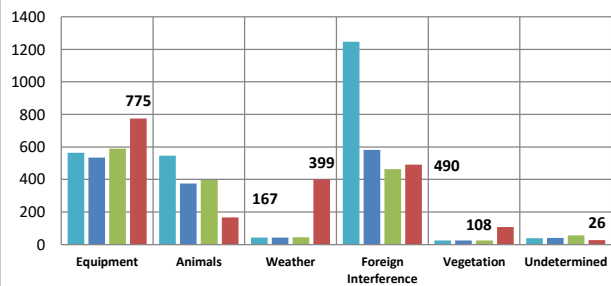
**Figure 3.3 - Customer Minutes Out by Region (k-Min)
(No MED)**



**Figure 3.1 - Customer Minutes Out (k-Min)
(MED)**



**Figure 3.2 - Customer Minutes Out by Cause (k-Min)
(MED)**



**Figure 3.3 - Customer Minutes Out by Region (k-Min)
(MED)**



1/21/2026 DAB



Select Year: 2025
Select Quarter: 4

Enterprise Application Reliability

Year Status			
Q1	Q2	Q3	Q4
✓	✓	✓	✓
Outlook			
✓			

1 Yellow or all Green =	✓
2 Yellow or 1 Red =	▲
2 Red =	✗

Definition

Measures the reliability of seven enterprise software applications: HPRM (document management system), iVUE (customer information system, financials and payroll, outage management system, document vault, and work scheduling), GIS (mapping system), SCADA (electrical system monitoring and operations system) and AMI (automated metering system). We will also measure the reliability of the databases that support these applications, along with cloud applications critical to the functions of the District. The measure of value and performance of software applications is determined by the reliability and maintaining an adequate level of "up" time and service to the end users. The measurements will allow management staff to determine the level of service and value of each application to the end users they serve.

*note for the applications to be considered available, all parts must be available as defined by each system owner

How Performance Measure is Computed

Target performance for each application has been defined by the respective System Owner and is indicated in the "Goal" columns below. All goals are based on 24x7 availability. Each system has a Scheduled Maintenance Window for allowed after hours maintenance that will be excluded from the measurements.

Goal

Maintain an adequate level of "up" time and service to end users.

Performance Metric Results

The applications reliability performance measure is green for the 4th Quarter with a green outlook. None of measured applications experience any unscheduled downtime.

Enterprise Reliability

5 Year Trends

24x7 Applications Uptime % 2025 Q4

5 Year Trends	Green Rating				Yellow Rating				Red Rating				Current Quarter								
	> 99.99%				99.96%-99.98%				<=99.95%												
	0-13 mins				14-25 mins				>26 mins												
	21-Q1	21-Q2	21-Q3	21-Q4	22-Q1	22-Q2	22-Q3	22-Q4	23-Q1	23-Q2	23-Q3	23-Q4	24-Q1	24-Q2	24-Q3	24-Q4	25-Q1	25-Q2	25-Q3	25-Q4	
Apps Team Data..	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%
GIS (MapWise)	✓	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%
HPRM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	✓	✓	✓	✓	✓	100.00%
iVue	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%
SCADA	✓	✓	✓	✓	▲	✓	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓	100.00%

Cloud Applications Uptime % 2025 Q4

	Green Rating >99.90%				Yellow Rating 99.85%-99.89%				Red Rating <=99.84%				Current Quarter							
	0-131 mins				132-199 mins				>199 mins											
5 Year Trends	21- Q1	21- Q2	21- Q3	21- Q4	22- Q1	22- Q2	22- Q3	22- Q4	23- Q1	23- Q2	23- Q3	23- Q4	24- Q1	24- Q2	24- Q3	24- Q4	25- Q1	25- Q2	25- Q3	25- Q4
AMI	✓	✓	✓	✗	✓	✓	✗	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	✓	✓	✓
Cloud Applications	✓	✓	✓	✓	✓	✓	✗	✓	✓	✓	▲	✓	✓	✓	✗	✓	✓	✓	✓	✓



Select Year: 2025
Select Quarter: 4

Infrastructure Component Reliability

Year Status			
Q1	Q2	Q3	Q4
▲	✓	✓	✓
Outlook			
▲			

1 Yellow or all Green =

2 Yellow or 1 Red =

2 Red =

Definition

Measures the reliability of eight key Infrastructure components: Network (Core business computer network), NoaNet Service (Outside Internet provider), Kennewick-Prosser communications link, TEA/SCADA Network (The Energy Authority and SCADA communications), SAN (Storage Area Network), VDI (Virtual Desktop Infrastructure), Phones (Phone System), and Exchange (Email System). The measure of value and performance of infrastructure components is determined by the reliability and maintaining an adequate level of "up" time and service to the end users. The measurements will allow management staff to determine the level of service and value of each application to the end users they serve. Below is a chart to explain the thresholds in minutes of unplanned downtime.

How Performance Measure is Computed

Target performance for each component has been defined by the respective System Owner and is indicated in the "Goal" column below. All components are based on 24x7 availability.

Goal

Maintain an adequate level of "up" time and service to end users.

Performance Metric Results

This performance measure achieved a green rating for the quarter, with zero unplanned downtime. The yellow outlook reflects UPS battery issues that occurred on January 13, 2026.

Infrastructure Reliability

5 Year Trends

24x7 with 99.99 % Uptime 2025 Q4																									
Green Rating > 99.99% 0-13 mins					Yellow Rating 99.96%-99.98% 14-25 mins					Red Rating <=99.95% >26 mins															
5 Year Trends					21-Q1	21-Q2	21-Q3	21-Q4	22-Q1	22-Q2	22-Q3	22-Q4	23-Q1	23-Q2	23-Q3	23-Q4	24-Q1	24-Q2	24-Q3	24-Q4	25-Q1	25-Q2	25-Q3	25-Q4	Current Quarter
Exchange					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	✓	✓	✓	✓	100.00%
Kennewick to Pro..					✓	✓	✓	✓	✓	✓	✗	✓	✓	✓	✓	✓	✓	✗	✗	✓	✓	✓	✓	✓	100.00%
SAN					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%
VDI					✓	✓	✗	✓	✓	✓	✓	✓	✗	▲	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%

24x7 with 99.95% Uptime % 2025 Q4																						
Green Rating > 99.95% 0-65 mins					Yellow Rating 99.90%-99.95% 65-129 mins					Red Rating <=99.90% >130 mins												
5 Year Trends	21-Q1	21-Q2	21-Q3	21-Q4	22-Q1	22-Q2	22-Q3	22-Q4	23-Q1	23-Q2	23-Q3	23-Q4	24-Q1	24-Q2	24-Q3	24-Q4	25-Q1	25-Q2	25-Q3	25-Q4	Current Quarter	
Phones	✓	✓	✓	✓	✓	✓	✓	▲	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	✓	✓	100.00%	

24x7 with 99.90% Uptime % 2025 Q4																									
<u>Green Rating</u> > 99.90% 0-131 mins					<u>Yellow Rating</u> 99.85%-99.89% 132-199 mins					<u>Red Rating</u> <=99.84% >199 mins															
<u>5 Year Trends</u>					21-Q1	21-Q2	21-Q3	21-Q4	22-Q1	22-Q2	22-Q3	22-Q4	23-Q1	23-Q2	23-Q3	23-Q4	24-Q1	24-Q2	24-Q3	24-Q4	25-Q1	25-Q2	25-Q3	25-Q4	<u>Current Quarter</u>
Network					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%
NoaNet Service					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100.00%
TEA-SCADA Network					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	▲	✓	✓	✓	✓	✓	✓	✓	✓	100.00%

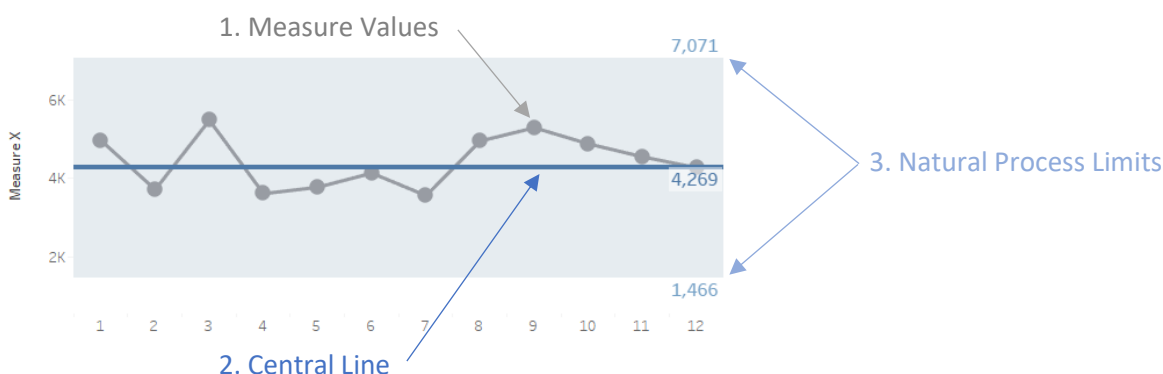
Appendix A

Using XmR Charts for Performance Measurement

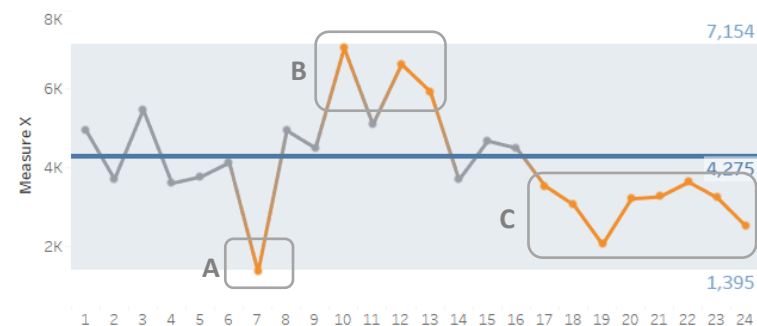
Introduction - This reference was created to support the District's performance measures that utilize XmR charts (a.k.a. process behavior charts). The District's use of XmR charts is intended to be consistent with the recommendations of Stacey Barr, author of the Measure Up Blog.¹ The basic features of XmR charts are explained, but to learn more, readers should refer to the footnotes for Stacey's blog articles. If the footnote hyperlinks are not available to the reader, the articles may be found by accessing the blog website and then using the keyword search tool.

Why use an XmR chart? - To bring focus to the "signals" of performance rather than the "noise" of normal variation.² It is an alternative that addresses the limitations of other analysis methods.^{3,4}

What is an XmR chart? - An XmR chart identifies signals of a change in performance by monitoring a measure in the context of its baseline level of performance (Central Line) and its normal variation (Upper and Lower Natural Process Limits).⁵ The chart below represents the "X" portion of an XmR chart.⁶



What are the signals on an XmR chart? ⁷



3 types of signals:

- A. **Outlier** - A point outside of the Natural Process Limits.
- B. **Short Run** - At least 3 out of 4 consecutive points closer to the same Natural Process Limit than to the Central Line.
- C. **Long Run** - At least 8 consecutive points all on the same side of the Central Line.

How to set targets on an XmR chart? - Refer to these blog articles.^{8,9}

¹ <https://www.staceybarr.com/measure-up/>

² [Why Statistical Thinking is ESSENTIAL to Great KPIs](#)

³ [5 Analysis Methods That Make Us Misinterpret KPIs](#)

⁴ [Why KPI Thresholds Are a Really Bad Idea](#)

⁵ [Three Things You Need On Every KPI Graph](#)

⁶ [How to Build an XmR Chart for Your KPI](#)


⁷ [3 Essential Signals to Look for in Your KPIs](#)

⁸ [Three Types of Useful KPI Targets](#)

⁹ [Principles to Design a PuMP Performance Dashboard](#)



COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	2025-2029 Strategic Plan: Year-End Progress Report	
Authored by:	Jon Meyer	Staff Preparing Item
Presenter:	Rick Dunn	Staff Presenting Item (if applicable or N/A)
Approved by:	Rick Dunn	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 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 type="checkbox"/> Presentation Included

Motion for Commission Consideration:

None

Background/Summary

The Commission approved the 2025-2029 Strategic Plan on November 12, 2024. Staff provides a progress report to the Commission on the Strategic Plan Action Items mid-year and at year-end. Attached is the 2025-2029 Strategic Plan Year-End Progress Report.

Recommendation

Review the 2025-2029 Strategic Plan Year-End Progress Report.

Fiscal Impact

Resource requirements associated with the 2025-2029 Strategic Plan Action Items were included in the approved 2025 Budget.

Strategic Plan 2025 - Commission Updates


Action #	Actions
Goal	Value People
Action 1	Implement a multi-phased approach to an enterprise physical security plan to mitigate risks to property and safety of employees.
Mid-Year	Intrusion Detection equipment staged at all locations. Working with Moon Security on staging and planning cutover. Radio Site Security - the door replacement quotes were received and change out is scheduled for the first week of September. All other equipment (cameras, intrusion detection) staged and ready for install/cutover.
Year-End	Intrusion Detection system replacement completed at all buildings. Radio Sites - security systems are all in place and functioning. New badges are being distributed to outside vendors. One follow up item for 2026 is to install IR rings on cameras as lighting isn't adequate for quality video. Substation security discussions were conducted with vendor. Presentation on recommendations for Executive Team is being drafted.
Action 2	Market and grow the EmPOWERed program to achieve a high level of employee participation.
Mid-Year	Continued status meetings for nuclear and hydro episodes for storyboard review and started development for natural gas episode. Made updates to episodes 4A & 4B including 2024 salmon returns; also updating episode 1 with latest Fast Facts numbers. Continued with monthly random drawings with increasing employee participation each month. PL was earned and issued to one employee in Q2. Chris Johnson was the Energy Influencer requested to share with teachers at Kamiakin HS in May in partnership with Bonneville Environmental Foundation on solar energy as well as careers at Benton PUD. Saw high engagement at the EmPOWERed table at the Employee Benefits Fair with 118 employees visiting the booth and checking their progress, and 113 participating in the wind energy quiz.
Year-End	Released Episode 5B Wind Power Lifecycle Considerations on 10/24/25 and Episode 5C Nuclear Power Lifecycle Considerations on 11/12/25. Saw high engagement in the Series throughout the fourth quarter with 59% of employees completing a Phase (exceeding the 50% goal for PowerUp). There was 88 issuances of PL across 82 employees total between Nov-Dec. (some employees earned PL for more than one phase in this timeframe). Of this, 66 employees completed Phase 3. Preparation for Phase 4 release in 2026 underway with plans for two Episode releases and offsite field trip coordination.
Action 3	Formalize an official Benton PUD Leadership Development Program.
Mid-Year	The Leadership Team meets monthly and a list of topics for 2025 meetings have been identified. Members of the Leadership Team present topics and report on strategic plan updates. The annual Employee Performance Appraisal (EPA) for supervisors now includes a section to identify and discuss leadership development goals. A document/tool with development options for 2025 was updated to include supervisory training courses and dates from NWPPA and APPA for use in setting annual EPA development goals.
Year-End	Benton PUD worked with NWPPA to bring their Leadership Skills series to Kennewick in the Fall of 2025. Several Benton PUD supervisors and employees were able to attend locally, providing an opportunity for development while saving on travel time and expenses. We also coordinated with NWPPA to host Foreman Leadership training onsite in March 2026. As the 2025 employee performance year ends, supervisors are documenting progress on their annual leadership development goals and will be discussing with their managers in January.
Goal	Strive to meet 21st Century Grid Expectations
Action 1	Complete evaluate and develop initial implementation plans for next generation Supervisory Control and Data Acquisition (SCADA) communications network to ensure continuous improvement of operational visibility on our transmission and distribution electricity delivery systems.
Mid-Year	Preliminary network design completed and reviewed by staff. NDAs in place with spectrum vendors. Likely spectrum vendor has provided sample lease agreement - working with attorney for assistance in negotiating terms.
Year-End	Received a draft of a spectrum lease agreement. Working through internal review of document and preparing for a review and discussion with Executive Team.
Action 2	Complete Transmission Reliability Improvement Projects (TRIP).
Mid-Year	The Spaw-Phillips project is operational and awaiting closeout. Sunset to Dallas Transmission Line moved up by six months due to a BPA request for outages in September 2027. Long lead materials have been ordered and are scheduled for delivery in early 2026, construction is expected to begin in late 2026 to meet BPA's timeline. Webber to River System 115kV Transmission Line interconnection request was submitted to BPA to establish a new point of delivery (POD) to serve the river system, BPA Feasibility Study result are expected at the end of 2025. Webber Canyon to Prosser - This project is scheduled for 2028 but may be canceled depending on the outcome of a request by Benton REA for a new 115kV POD that could be looped with the current Prosser source.
Year-End	The Sunset to Dallas Road Transmission project is on track to begin construction in late 2026, material is being received regularly and no material contingencies are anticipated at this time. Webber to River System 115kV Transmission Line interconnection request first phase Feasibility study has been received.

Action #	Actions
Action 3	Engage with Bonneville Power Administration (BPA) to ensure completion of Tri-Cities transmission systems reinforcement programs and work to develop integrated communications to provide real-time status of the District's regional transmission interconnections.
Mid-Year	The Sunset to Dallas Transmission project schedule adjustment will allow the District and City of Richland to accommodate BPA requested outages in late 2027 without disruption of service to both parties' customers. Real time SCADA Data Exchange establishing a data connection to receive BPA SCADA information to increase the District's visibility into the local operation of the transmission system has been slow and staff has had difficulty establishing any solid contact/support from AT&T who manages the network connections with the data repository.
Year-End	District received pricing on the network connections required to integrate BPA SCADA information in to the District's SCADA system. Pricing included a one-time build cost to the Prosser Office for redundancy at ~\$30K, and annual recurring network cost of ~\$11k. Staff is reevaluating options. Webber Canyon to Badger Substation and Transmission Project completion has been bumped out a few more months according to the Q4 2025 update.
Action 4	Develop increased distribution system operational 'visibility' through customer meter (AMI) data analytics and reporting of distribution transformer coincidental loading necessary for avoiding overloads caused by electric vehicle charging.
Mid-Year	A new tool has been released for staff use that provides visual/geographical representation of transformer loading based on meter loading. Engineering staff is working with GIS staff and NISC to ensure that information is input correctly based on transformer configuration and that rating factors are applied (Seasonal & Overhead vs. Pad mount).
Year-End	Staff is not actively addressing existing transformer connection or voltage errors. The impact of these errors are limited to distribution transformer load side fault calculations. Corrections are being made as the transformer inventory screen or GIS is updated. Breaker/recloser names have been updated. GIS/IT staff are working on bringing SCADA data into DEW. Substation OC device type corrections (breaker vs recloser) and setting migration/management in DEW database is next to be addressed.
Action 5	Review and update the District's construction and design standards along with equipment specifications and inventory planning to accommodate expected growth in electric vehicle charging.
Mid-Year	Data reviewed on Residential EV Charging shows a 4 to 4.5KW increase in monthly peak demand. A memo documenting the need for distribution transformer sizing moving away from 25kVA to more 50kVA along with District design guideline modifications reflecting this change will be completed by the end of Q4 2025.
Year-End	The available sample set of known residential EV is limited to 17 locations. A larger sample set needs to be developed to improve potential outcomes related to expected EV adoption. A transformer cost evaluation will be done in early 2026 to provide information on expected cost increases associated with installation of larger transformers during initial construction. Ultimately resulting in a guideline for customer engineering.
Action 6	Develop a transmission and distribution long-range capacity and operations planning methodology and process (10 year plus) as an addition to the District's 5-year Plan of Service studies.
Mid-Year	Tools to enhance long range planning efforts using GIS + AMI metering formation in a business analytics display (Heat Map) is with the Data group and awaiting resources. An engineering planning meeting was held to brainstorm what long range Distribution Planning should look like considering current 5-year Plan of Service, and 10-year Transmission planning studies. Methods should include Heat Maps and DEW/PowerWorld modeling to project growth assumptions and test system sensitivities.
Year-End	Long Range Planning slowed with the need to begin preparing the 2026 Plan of Service. Engineering will have additional staff assigned during this plan to aid in developing a high level long range planning method/process for future planning purposes.
Action 7	Develop increased operational 'visibility' through customer meter (AMI) and SCADA data analytics and reporting to manage possible impacts on distribution feeder and lateral operations caused by increasing concentrations of customer-owned solar, electric vehicle charging and natural-gas end use electrification.
Mid-Year	Working on methods to identify and model the natural-gas end of use with solar customers and electric vehicle chargers using DEW as system to determine these impacts.
Year-End	All of the work on this project has been in the background. Training and mapping has been on going with the DEW system.
Action 8	Identify and prioritize timely completion of distribution system operations initiatives represented as Operations Technology (OT) and Outage Management (OM) in the District's Strategic Technology Plan while identifying 'next generation' initiatives in long-range operations planning.
Mid-Year	Total of forty-four Remote Terminal Units (RTUs) identified to be replaced. We have completed fifteen replacements (34% completed), 7 are in the queue to be completed in Fall 25/Spring 26 (50% completed). Proposed Completion timeline thru Fall 2028 / Spring 2029.
Year-End	9.5 RTUs were completed in 2025. There are an additional 5 that have been released to the shops. Work is already started on building these comm boxes in the shop. The Transformer shop has started on running conduits in the Substations
Goal	Ensure Strong Financial & Operations Stewardship
Action 1	Evaluate how rising BPA Tier 2 power costs are reflected in rates for large customer classes including industrial and EIL loads.

Action #	Actions
Mid-Year	<p>-2025-05-27 Commission update</p> <ol style="list-style-type: none"> 1. Cost of Service Analysis update 2. Recommended future rate increases be more strategic and that it targets customer classes and specific rate components 3. Introduced the idea of a new Transitory Electricity Intensive Load (EIL) rate <p>-Action items from Commission update</p> <ol style="list-style-type: none"> 1. Develop draft Customer Service Policies and Transitory EIL rates and present to Commission in August 2. Hold public hearing on proposed Transitory EIL rates in September 3. Present new Transitory EIL rates for approval in October with an effective date of April 1, 2026
Year-End	<p>The development of the new EIL rate has been postponed until Q1 2026 to allow completion of the upcoming rate increase and budget approval process, and to ensure the appropriate safeguards are in place to prevent customer misclassification or attempts to circumvent proper classification. This additional time will also allow staff to consult with other utilities regarding their controls and experiences.</p> <p>Action items include:</p> <ol style="list-style-type: none"> 1. Develop draft Customer Service Policies and Transitory EIL rates and present to the Commission. 2. Hold public hearing on proposed Transitory EIL rates. 3. Present new Transitory EIL rate for approval in Q1 2026 with an effective date TBD.
Action 2	[-] Develop standards, procedures, and formal plans to further harden District facilities against physical threats.
Mid-Year	Physical Security policy completed and published. Badge Policy rewrite is in draft and about 75% complete. Key Control policy is draft, about 50% complete. Starting on revisions to Emergency Response Plan and Hostile Customer policy.
Year-End	Emergency Response Plan updates are complete and with manager for review. Robbery Response policy updates are complete, have been reviewed by legal and are ready to submit for signature/publishing in January.
Action 3	[-] Considering persistently long equipment lead times, review probable and high-risk transmission and distribution system contingencies to ensure inventory planning and management provide spare equipment and parts adequate for a resilient transmission and distribution system.
Mid-Year	Major Equipment Spares are available in stock. Transmission Hardware needs are being evaluated following Transmission Construction Standards review. Recent transmission construction design assemblies have revealed that some subassembly components (ex. Clamps, Bolting Hardware, Wire Termination Fittings, Insulators) have become long lead items. This material is being managed through frequent material management, project, and procurement meetings.
Year-End	Spares for major equipment are onsite. Material inventory is being reviewed regularly with minimum quantities being adjusted as necessary. Warehouse is bringing low count to engineering and procurement as necessary to ensure prompt re-ordering is taking place and shortages can be communicated to all parties.
Goal	[-] Meet & Exceed Customer Expectations
Action 1	[-] Increase the volume of customer feedback through convenient and timely methods to improve District processes and help ensure accountability to our customer owners.
Mid-Year	We continue to average forty-three responses a month with a 14% response rate and an overall positive satisfaction rating of 99%. Enhancements were made to the survey to help respondents more accurately identify the department they worked with. In a recent audit of submissions, respondent accuracy in selecting the correct department averaged 72% in the first two months, then improved to 84% in the third month following the enhancements.
Year-End	In Q4 2025 the Customer Experience Survey averaged 50 responses per month with a 14% average response rate and an overall positive rating of 97%. The data shows that 76% of the respondents claim they worked with the Customer Service Department, 11% with Operations, 7% with Engineering and 6% with Conservation. 96% of the respondents are residential customers and 42% have been customers for less than one year.
Action 2	[-] Evaluate new offerings that can be implemented to enhance our customer's experience by creating more services available on demand including notifications, account changes, and payment channels.
Mid-Year	Multi-Channel Messenger IVR/Call Capture-The Spanish piece is not currently available yet in the outbound IVR piece. What that means is we can add the English message and below it enter the Spanish translation. However, the English accent voice pronouncing the Spanish translation does not always pronounce Spanish words correctly. NISC is currently resolving this issue. Decision is to hold off the implementation until the Spanish translation is working correctly.
Year-End	IVR outbound implementation on hold due to inaccurate Spanish translation.
Action 3	[-] Market and grow the EmPOWERed program to achieve a high level of community engagement, while establishing connections with our schools, civic organizations, and economic development organizations to promote and raise awareness of the electric industry.
Mid-Year	The EmPOWERed Program was shared at various school and community events throughout the community, including educators participating in PNNL Teacher Scientist partnership, Kids Engineering Day, Tri-Cities STEM Career Academy, Prosser Chamber's Annual Awards Banquet and Prosser Farmers Market. Staff also had conversations with a Kennewick School Board, Micah Valentine about introducing the program into the District's curriculum. Partnered with Bonneville Environmental Foundation at Kamiakin HS teacher event in May to share information on solar energy and careers at Benton PUD. The EmPOWERed Program will be the cover story in NWPPA's Bulletin in October and highlighted with communicators during NWPPA's Northwest Innovations in Communications (NIC) Conference in September.
Year-End	EmPOWERed continues to be shared as a key part our outreach and education in the community and beyond. Most recently we promoted on the new electronic scoreboard at the Lampson Stadium. EmPOWERed was highlighted by NWPPA in the Bulletin in October and at the Northwest Innovations in Communications Conference in September. We've seen spikes in views of the EmPOWERed webpage when as it has been promoted.

Action #	Actions
Action 4	☐ Stay engaged and influence policymakers regarding possible changes to a low-income assistance program design and implementation.
Mid-Year	A statewide assistance program did not pass the legislature due to lack of funding. WPUDA reconvened its Income Assistance Workgroup. Staff participated in discussions regarding next steps. There was consensus to revisit the alternative proposal developed last year that would provide a customer bill credit to eligible utilities. The credit would be funded through a PUT exemption. The group will monitor legislative activity during the interim.
Year-End	No update. We anticipate legislation will be introduced in 2026.
Goal	☐ Ensure a Reliable, Environmentally Responsible & Least-Cost Power Supply
Action 1	☐ Develop a power supply portfolio strategy that meets customer growth forecasts, is responsive to the economic development objectives of our community partners and addresses state and federal clean energy regulations. "
Mid-Year	<ul style="list-style-type: none"> - Load Forecast was approved by Resolution No. 2694 in May, with a 10-year growth of 3.6 aMW, average annual growth rate of 0.2%, and 627 new customers per year. - Conservation Potential Assessment was completed in June and a public hearing presentation is planned for August. - Demand Response Potential Assessment was completed in June. - Fuel mix disclosure reporting for 2024 is due to Commerce by September 8th. - Greenhouse gas emissions reporting for 2024 was submitted to Ecology in May and is currently undergoing third-party verification due in August. - District submitted comments to Ecology in April expressing our concern regarding Ecology's proposal to retroactively collect no-cost allowances from utilities by reducing future allocations. The District awaits Ecology's final decision by October. - 2026-2029 Clean Energy Implementation Plan (CEIP) is under development with three public hearings planned for August, September, and October. CEIP is due to Commerce by January 1, 2026.
Year-End	Secured our BPA Provider of Choice 20 year power contract in Q4 2025 as a Load Following customer. Currently waiting for final BPA Contract High Water Mark Tier 1 allocation which currently indicates around 5aMW, or about half of our current Tier 2 allocation. Met with City of Kennewick throughout 2025 to discuss further economic growth on South side of freeway for future growth with loads that feeder can provide up to about 8MW in total. Received a few New Large Single Load interest requests during 2025 but no takers due to BPA New Resource rate of \$140 MWh vs Tier 1 rate of \$40. District retail load forecast is very small growth around 2/10 of a percent annually while conservation and 10mw of home solar installations continues to flatten growth.
Action 2	☐ Advocate for the preservation of the Federal Columbia River Power System and advancement of nuclear technology through active public engagement and education. Continue to heighten awareness of customers and policymakers to the tradeoffs associated with aggressive state and federal clean energy policies.
Mid-Year	General Manager continued regional outreach and education through presentations, involvement in PNNL's PREPP Study Steering Committee, and discussion with Congressman Newhouse and staff about need to eliminate federal clean energy tax credits and focus on a "Best of the Above Approach" regarding nuclear energy. Communications Team continued to incorporate proactive hydropower messaging in traditional media and social media.
Year-End	General Manager continued regional outreach and education through presentations, including another round of community forums in October. Staff was also a part of RiverFest 2025 and shared the value of hydropower with our pedal power display. It was a hit. The Communications Team continued to incorporate proactive hydropower messaging in traditional media and social media. The District signed onto NWRP's letter urging Governor Ferguson not to become a plaintiff in the case against the adequacy of the Columbia River System Operations Environmental Impact Statement and submitted feedback to the Department of Ecology on a Total Maximum Daily Load Implementation plan for the Snake River.
Action 3	☐ Advocate for BPA Post 2028 contract terms and conditions that provide adequate flexibility and opportunity for the development of non-federal generating resources. "
Mid-Year	May 13, 2025, commission approved staff's recommendation to request BPA Provider of Choice Contract election for Load Following. BPA has received and will deliver the Districts post 2028 16-year contract between August 28-September 30, 2025. Deadline for District to sign contract is December 5, 2025. BPA will share each utilities final CHWM by May 2026 and we will have one time election on how to service our above CHWM July 2026.
Year-End	Throughout 2025 the District was actively engaged in BPA Post 2028 Provider of Choice contract and in Q4 2025 signed our new 20 year BPA Load Following contract. The new contract allows flexibility to secure Non-Federal resources in the future to serve our loads such as Small Modular Reactors (SMR).
Action 4	☐ Work closely with Energy Northwest and other interested utilities to ensure Site-1 Small Modular Reactor project is thoroughly vetted and seriously considered as a future power supply option.
Mid-Year	<p>No updates regarding the collaboration between Amazon and Energy Northwest (EN) on developing advanced nuclear technology in Washington state since their October 2024 announcement. The project is currently in the feasibility study phase, focusing on deploying X-energy's Xe-100 small modular reactors (SMRs) near Columbia Generating Station.</p> <p>The small modular reactor industry is actively working to establish a robust nuclear fuel supply chain to support anticipated projects. SMRs require high-assay low-enriched uranium (HALEU) fuels, which are currently produced domestically in limited quantities. Efforts are underway to expand HALEU production to meet future demands.</p> <p>Industry investment and development continues across the globe including Canada, Japan, UK, South Korea who are actively developing their own SMR too. In addition to X-Energy, others manufactures include NuScale and Rolls Royce.</p> <p>Federally, wind and solar subsidies are sunseting but Nuclear is getting extended with bipartisan support.</p>
Year-End	Energy Northwest's Board of Directors approved conditions for final approval of the proposed small modular reactor project - now officially named the Cascade Advanced Energy Facility. Planning, design and construction of the first four of twelve modules is being negotiated with Cascade Nuclear Partners, an equal joint venture of Kiewit Nuclear Solutions Co., Black & Veatch, and Aecon. The timeline is expected to follow X-energy and Dow's first-of-a-kind deployment. Construction is planned to begin by end of the decade, with operations targeted for 2030s.

COMMISSION AGENDA ACTION FORM

Meeting Date:	February 10, 2026	
Subject:	Amendments of Contract #25-46-10 Change Order #1 Interlocal Agreement with NoaNet and the Admission of New Member – Resolution 2719	
Authored by:	Chris Folta	Staff Preparing Item
Presenter:	Chris Folta	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Folta	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 checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input checked="" 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 adopting Resolution No. 2719 to amend Interlocal Agreement Contract #25-46-10 CO#1 in substantially the form presented with Northwest Open Access Network (NoaNet) authorizing the District's Member Representative to vote in favor of Member approval of NoaNet's First Restated Interlocal Cooperation Agreement and the admission of Bigfoot Communications, LLC as a Member of NoaNet, if recommended by the NoaNet Board of Directors, in addition to authorizing the General Manager to execute the First Restated Interlocal Cooperation Agreement (Contract #25-46-10 CO#1) in substantially the form approved by NoaNet.

Background/Summary

The District is a founding Member of NoaNet a Washington nonprofit mutual corporation formed pursuant to RCW 39.34 to support the development and operation of open-access broadband infrastructure for public benefit.

On September 9, 2025, the District's Commission adopted Resolution No. 2706, authorizing the District's Member Representative to vote in favor of amendments to NoaNet's governance documents expanding membership eligibility and approving the admission of the Spokane Regional Broadband Development Authority ("Broadlinc") as a Member. Following approval by the NoaNet Board of Directors and the Member Representatives, those amendments were executed and filed, and Broadlinc is now a Member of NoaNet.

At its February 11, 2026, meeting, the NoaNet Board of Directors is scheduled to consider two related actions:

1. Adoption of Board Resolution No. 238 recommending Member approval of a First Restated Interlocal Cooperation Agreement ("First Restated ILA") Contract #25-46-10 CO#1. The First Restated ILA

consolidates prior amendments into a single updated agreement and includes revisions intended, among other purposes, to facilitate the admission of additional eligible public agencies, including federally recognized tribal entities.

2. Adoption of Board Resolution No. 239 recommending Member approval of the admission of the Confederated Tribes of the Colville Reservation, acting through its tribally owned telecommunications enterprise, Bigfoot Communications, LLC, as a Member of NoaNet, subject to specific conditions.

If recommended by the Board, NoaNet's Member Representatives will consider corresponding Member resolutions at a special Member meeting anticipated to coincide with the regularly scheduled March 11, 2026, NoaNet Board meeting. Final approval of both the First Restated ILA and the admission of Bigfoot Communications, LLC requires affirmative action by both the NoaNet Board of Directors and the Member Representatives.

The First Restated ILA, among other things:

- Restates and replaces NoaNet's original Interlocal Cooperation Agreement and subsequent amendments in a single governing document;
- Confirms that all Members qualify as "public agencies" under RCW 39.34, including tribal entities acting through authorized governmental or enterprise structures;
- Updates NoaNet's stated purposes consistent with its expanding broadband and public benefit mission;
- Establishes jurisdiction, venue, and dispute resolution provisions, including federal court jurisdiction for disputes involving a tribal Member and a limited and explicit waiver of tribal sovereign immunity solely for actions arising under the First Restated ILA and brought by NoaNet or its Members.

The proposed admission of Bigfoot Communications, LLC is expressly conditioned on adoption and execution of the First Restated ILA, public filing or posting of the agreement pursuant to RCW 39.34.040, execution and posting of an Endorsement to the First Restated ILA by Bigfoot Communications, LLC, and approval by the Colville Business Council of the limited waiver of sovereign immunity contained in the First Restated ILA.

Because the NoaNet Board vote on these matters is scheduled for February 11, 2026, the day following the District's Commission meeting—this item requests Commission authorization to support these actions in substantially the form presented, consistent with prior District practices.

Approval of this item would authorize the District's Member Representative, Jeffrey D. Hall, to vote in favor of Member approval of the First Restated ILA and the admission of Bigfoot Communications, LLC, if recommended by the NoaNet Board, and would authorize the General Manager to execute the First Restated ILA (Contract #25-46-10 CO#1) on behalf of the District following final approval by the NoaNet Board of Directors and Member Representatives.

Recommendation

Staff recommend adoption of Resolution No. 2719.

Approval will:

- Position Benton PUD to support adoption of NoaNet's First Restated Interlocal Cooperation Agreement;

- Support the potential admission of Bigfoot Communications, LLC, a tribally owned broadband entity of the Confederated Tribes of the Colville Reservation, further advancing regional collaboration and broadband access to underserved areas;
- Maintain continuity with the Commission's prior direction under Resolution No. 2706;
- Authorize the General Manager to execute the First Restated ILA following final NoaNET approvals and to complete all required filings or postings pursuant to RCW 39.34.040.

Fiscal Impact

N/A – No direct District fiscal impact.

RESOLUTION NO. 2719

February 10, 2026

A RESOLUTION REGARDING APPROVAL OF A FIRST RESTATED INTERLOCAL COOPERATION AGREEMENT WITH NORTHWEST OPEN ACCESS NETWORK AND AUTHORIZATION TO SUPPORT THE ADMISSION OF BIGFOOT COMMUNICATIONS, LLC AS A MEMBER

WHEREAS, Public Utility District No. 1 of Benton County (“District”) is a Member of Northwest Open Access Network (“NoaNet”), a Washington nonprofit mutual corporation formed pursuant to RCW 39.34.040 by interlocal cooperation agreement among public agencies; AND

WHEREAS, the District has previously authorized participation in amendments to NoaNet’s Interlocal Cooperation Agreement, including through adoption of Resolution No. 2706 on September 9, 2025; AND

WHEREAS, NoaNet’s Board of Directors is considering approval of a First Restated Interlocal Cooperation Agreement that consolidates prior amendments and updates governance provisions to facilitate the participation of additional eligible public agencies, including tribal entities; AND

WHEREAS, NoaNet’s Board of Directors is also considering approval of the admission of the Colville Confederated Tribes, acting through Bigfoot Communications, LLC, as a Member of NoaNet, subject to specified conditions; AND

WHEREAS, final approval of both the First Restated Interlocal Cooperation Agreement and the admission of Bigfoot Communications, LLC requires affirmative action by NoaNet’s Members following Board approval; AND

WHEREAS, the Commission desires to authorize the District’s Member Representative to vote in favor of these actions and to authorize execution of the First Restated Interlocal Cooperation Agreement in substantially the form approved by NoaNet.

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

The Commission approves and authorizes the District’s Member Representative to vote on behalf of the District, in favor of:

- Approval of the First Restated Interlocal Cooperation Agreement of Northwest Open Access Network, in substantially the form presented to the NoaNet Board and Members; and
- Admission of Bigfoot Communications, LLC, a tribally owned enterprise of the Colville Confederated Tribes, as a Member of NoaNet, subject to the conditions set forth in the applicable NoaNet resolutions.

BE IT FURTHER RESOLVED that The General Manager of the District is hereby authorized to execute the First Restated Interlocal Cooperation Agreement (Contract #25-46-10 CO#1) on behalf of the District following final approval by NoaNet’s Board of Directors and Member Representatives, and to take such additional actions as are reasonably necessary to implement this Resolution, including filing or posting of the executed First Restated Interlocal Cooperation Agreement in compliance with RCW 39.34.040.

APPROVED AND ADOPTED By the Commission of Public Utility District No. 1 of Benton County at an open meeting, with notice of such meeting given as required by law, this 10th day of February, 2026.

Jeffrey D. Hall, President

ATTEST:

Michael D. Massey, Secretary

**FIRST RESTATED INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

The parties named below (each, a "Member" or "party," and collectively, the "Members" or "parties") hereby enter into this Interlocal Cooperation Agreement (this "Agreement") pursuant to Revised Code of Washington ("RCW") 39.34.030, which supersedes the original Interlocal Cooperation Agreement to form Northwest Open Access Network ("NoaNet"), adopted in January 2000, and all subsequent amendments thereto.

1. **PARTIES.** The parties are as follows:

Public Utility District No. 1 of Benton County
~~Public Utility District No. 1 of Chelan County~~
Public Utility District No. 1 of Clallam County
~~Public Utility District No. 1 of Douglas County~~
~~Public Utility District No. 1 of Ferry County~~
Public Utility District No. 1 of Franklin County
Public Utility District No. 1 of Jefferson County
~~Public Utility District No. 2 of Grant County~~
~~Public Utility District No. 1 of Kittitas County~~
~~Public Utility District No. 1 of Lewis County~~
Public Utility District No. 1 of Kitsap County
Public Utility District No. 3 of Mason County
Public Utility District No. 1 of Okanogan County
Public Utility District No. 2 of Pacific County
Public Utility District No. 1 of Pend Oreille County
The Spokane Regional Broadband Development Authority ("Broadline")
~~Public Utility District No. 1 of Skamania County~~
~~Public Utility District No. 1 of Whateom County~~
Energy Northwest

~~Each of the public utility districts is established and operated pursuant to RCW 54. Energy Northwest is a joint operating agency established and operated pursuant to RCW 43.52.~~ Each of the parties is a "public agency" as defined by RCW 39.34.020, and they enter into this Agreement and mutually promise and agree to the terms and conditions described herein.

2. **PURPOSES.** The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To participate in the development and efficient use of a broadband network owned, acquired, licensed, leased, or used by the Corporation for use by the Members, and to expand public access to affordable high speed broadband as provided by law; To assist in the efficient management of load, conservation, and acquisition of electrical energy, and other utility purposes, by participating in the development and efficient use of a communications network licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or

~~otherwise owned, acquired or used by the corporation for use by the Members and others as provided by law;~~

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

~~c. Allow the sharing of resources to provide cost-effective high technology communications facilities and other services for use by the Members to this Agreement To share resources to provide cost-effective high speed broadband facilities and other services for use by the Members of this corporation~~ on an at-cost basis to those who make their networks available to all providers and users (i.e., who provide open access);

~~e.d. To share resources to provide cost-effective wholesale and retail broadband services to~~, and by others as provided by law, denying such access only due to a provider's or end user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

~~e.e.~~ Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

~~e.f.~~ To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

~~fg.~~ To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

3. ORGANIZATION.

a. The efforts contemplated by the parties to carry out the purposes of this Agreement shall be undertaken by the formation of a Washington nonprofit mutual corporation (the "corporation") pursuant to the provisions of Chapter 24.06 RCW and as contemplated by RCW 39.34.030(3)(b). The Articles of Incorporation and Bylaws of such nonprofit mutual corporation (referred to herein respectively as the "Articles of Incorporation" and the "Bylaws," and together as the "Charter Documents") were previously adopted, with the Bylaws last amended September 10, 2025, and the current effective version of the Articles of Incorporation being the First Restated Articles of Incorporation filed with the Secretary of State on July 26, 2024, as amended September 10, 2025. The Charter Documents are subject to further ~~shall be in the form of that attached hereto~~

and incorporated herein by this reference, subject to change to reflect different composition of the initial Board of Directors, as provided in paragraph b below, and subject to amendment as provided therein and/or by applicable law. Capitalized terms used herein not otherwise defined herein shall have the meanings given them in the Charter Documents.

~~b. — Article V of the Articles of Incorporation specifies the seven members of the initial Board of Directors, each of whom is an employee of an entity which is listed as a party to this Agreement. If any such entity does not execute this Agreement by January 31, 2000, that entity's employee shall not be a member of the initial Board of Directors, and his or her replacement shall be selected by a majority vote of the Management Committee established by the Washington Public Utility Districts' Association for the Joint Internet Project. Such replacements for persons specified as members of the initial Board of Directors must be employees of an entity that signed this Agreement by January 31, 2000 other than any entity which already has an employee on the initial Board of Directors.~~

b. e. — Article III of the Articles of Incorporation may not be amended to effect a material change to the purposes for which the corporation is to be formed without a prior identical amendment to Section 2 of this Agreement.

4. FINANCING; BUDGET. It is anticipated that the activities of the corporation will be financed by operating revenues and from the proceeds of loans borrowed from commercial lenders or other sources which may require guarantees from the Members. The Members agree to provide such guarantees ~~(and new Members shall agree to provide such guarantees, or indemnities, with regard thereto)~~ in the form or forms approved by the Board of Directors as provided in and subject to the provisions of the Charter Documents. Funds provided by other persons for the formation and organization expenses, initial operating expenses and equipment, facilities and similar requirements of the corporation shall be repaid from the proceeds of such loans. The officers of the corporation shall prepare periodic budgets, which budgets shall be presented to and subject to ratification by the Board of Directors.

5. NEW MEMBERS. New Members may be added in accordance with the Charter Documents, provided that each such new Member shall execute a counterpart of this Agreement.

6. EFFECTIVENESS; DURATION.

a. This Agreement shall become effective and commence upon its execution by each of the parties, parties which are designated on Schedule A to the Bylaws as holding Percentage Interests of at least 75% in the aggregate (which must occur not later than January 31, 2000) and the filing or public posting of this Agreement as required by law. ~~Subject to the foregoing sentence, the parties executing this Agreement by January 31, 2000 hereby consent to an adjustment increasing the percentages and amounts in Schedule A to the Bylaws on a pro-rata basis (i.e., each such executing party's adjustment to be proportional to its share of the Percentage Interests specified for all such executing parties) for the purpose of allocating among such executing parties the percentages and amounts of any entity designated as a party which has not executed this Agreement by January 31, 2000. An entity designated as a party which has not signed this Agreement by January 31, 2000 may thereafter apply to become a Member of the corporation as provided in the Charter Documents.~~

b. This Agreement shall remain in full force and effect until such time as the corporation dissolves and is wound up pursuant to the Charter Documents and applicable law, provided that any Member may withdraw from this Agreement at any time by complying with the provisions of the Charter Documents with regard to withdrawal.

7. TERMINATION; DISPOSITION OF PROPERTY. This Agreement may not be terminated except as provided in Section 6 above. This Agreement shall terminate with respect to any Member upon termination of that Member's membership in the corporation in accordance with and subject to the applicable provisions of the Charter Documents. Distributions of property of the corporation to Members prior to dissolution and winding up of the corporation shall be made in accordance with the applicable provisions of the Charter Documents and applicable law. Upon dissolution and winding up of the corporation, and termination of this Agreement with respect to all the parties, any property of the corporation remaining after satisfaction of the requirements of applicable law, shall be distributed to the Members in accordance with the provisions of the Charter Documents. Notwithstanding any other provision of this Agreement, no part of the earnings of this corporation may accrue to the benefit of any private person or corporation, but only to the Members.

8. MODIFICATION. This Agreement may only be modified or amended by written amendment and modification approved by each of the parties.

9. DISPUTE RESOLUTION: ATTORNEYS' FEES AND COSTS. The parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith with the objective of acting to achieve the efficient and cost-effective operation of the network. The parties shall attempt to resolve any disputes arising from the terms of this Agreement. In the event of a dispute, the parties' designees shall consult and exercise reasonable efforts to arrive at an amicable resolution of the dispute. Failing that, in any suit, action or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs, including on any appeal, by the losing party or parties. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. PRIOR AGREEMENTS. This document embodies the entire Agreement among the Members. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Members relating to the subject matter of this Agreement.

11. SEVERABILITY. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

12. COUNTERPARTS. For the convenience of the Members this Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

13. GOVERNING LAW. This Agreement shall be governed and interpreted under the laws of the State of Washington.

14. JURISDICTION, VENUE, AND LIMITED WAIVER OF IMMUNITY. For any dispute which does not involve an Indian tribe or tribal entity ("Tribal Participant") as a named party, the parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement, the Charter Documents, and the obligations required by the Charter Documents. For example, the Charter Documents may obligate the Members to make future financial guarantees. The venue of any such lawsuit shall be King County, Washington, unless otherwise agreed by the parties.

11. For any dispute which involves a Tribal Participant as a named party, the parties consent to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of Washington with respect to any action arising from or relating to this Agreement, the Charter Documents, or obligations required by the Charter Documents, and the venue of any such action shall be in the same court, unless otherwise agreed by the parties. If, despite this consent, the federal court dismisses the matter on the court's own motion for lack of jurisdiction, then the parties consent to jurisdiction and venue being proper in King County Superior Court. The Tribal Participant expressly and irrevocably waives its sovereign immunity from suit, and waives any requirement for exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribal Participant, for the sole and limited purpose of any action arising from or relating to this Agreement, the Charter Documents, and the obligations required by the Charter Documents, including any action to interpret, enforce, or challenge this Agreement, the Charter Documents, the resolutions or actions of the NoaNet Board of Directors or Member Representatives, and any agreement to provide a loan, contribution, guarantee, or indemnification that is contemplated by the Charter Documents, and further including the enforcement of a judgment resulting from such action. The waiver is limited to actions that may be brought by NoaNet and/or any NoaNet's current Members (including Tribal Participants) as of the date the suit is commenced, and shall not apply to any third-parties. This waiver does not apply to any other agreement between NoaNet and the Tribal Participant(s), which may have differing terms with respect to immunity and dispute resolution. ~~The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be King County, Washington unless otherwise agreed by the parties.~~

IN WITNESS WHEREOF the Members hereto have executed this Amendment to the Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By _____ Date: _____
Rick Dunn, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

By _____ Date: _____
Sean Worthington, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

By _____ Date: _____
Victor Fuentes, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

By _____ Date: _____
Joseph Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

By _____ Date: _____
Angela Bennink, General Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

By _____ Date: _____
Annette Creekpaum, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

By _____ Date: _____
Randy Bird, General Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

By _____ Date: _____
Marc Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY

By _____ Date: _____
Chris Jones, General Manager

THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY

By _____ Date: _____
Ariane Schmidt, Executive Director

~~IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.~~

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

~~Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY~~

~~By
Manager/Chief Executive Officer~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY~~

~~By
Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY~~

~~By
Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY~~

~~By
Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY~~

~~By _____ Manager~~

~~PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY~~

By _____ Manager

Date: January ~~2~~____, 2000

Date: January __, 2000

Date: January __, 2000

Date: January __, 2000

Date: January __, 2000

Date: January __, 2000

Date: January __, 2000

RESOLUTION NO. 238

**A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTHWEST OPEN
ACCESS NETWORK RECOMMENDING MEMBER APPROVAL OF A PROPOSED
RESTATED INTERLOCAL COOPERATION AGREEMENT**

RECITALS:

1. The Board of Directors (the “Board”) of Northwest Open Access Network (“NoaNet”) have considered proposed amendments to the NoaNet’s formative Interlocal Cooperation Agreement.
2. The Board desires to make the amendments to facilitate the admission of new Members that may include tribal entities, and to create a new restated version of the Interlocal Cooperation Agreement.
3. The Board has considered the proposed amendments to the Interlocal Cooperation Agreement, and finds it is in the best interest of NoaNet to submit the proposed amendments to a vote of the Members with a recommendation that they be approved through adoption of the First Restated Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board approves of the amendments to Interlocal Cooperation Agreement as included in the attached Exhibit A, First Restated Interlocal Cooperation Agreement.
2. The Board submits the amendments reflected in Exhibits A to a vote of the Members. The amendments will be effective upon the unanimous approval of the Members, and the subsequent execution of the First Restated Interlocal Cooperation Agreement by the Members in compliance with RCW 39.34.040.

Approved and adopted this ____ day of _____, 2026.

Ron Gadeberg
President of the Board

Attest:

Chris Folta
Secretary of the Board

Exhibit A

**FIRST RESTATED INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

The parties named below (each, a "Member" or "party," and collectively, the "Members" or "parties") hereby enter into this Interlocal Cooperation Agreement (this "Agreement") pursuant to Revised Code of Washington ("RCW") 39.34.030, which supersedes the original Interlocal Cooperation Agreement to form Northwest Open Access Network ("NoaNet"), adopted in January 2000, and all subsequent amendments thereto.

1. **PARTIES.** The parties are as follows:

Public Utility District No. 1 of Benton County
~~Public Utility District No. 1 of Chelan County~~
Public Utility District No. 1 of Clallam County
~~Public Utility District No. 1 of Douglas County~~
~~Public Utility District No. 1 of Ferry County~~
Public Utility District No. 1 of Franklin County
Public Utility District No. 1 of Jefferson County
~~Public Utility District No. 2 of Grant County~~
~~Public Utility District No. 1 of Kittitas County~~
~~Public Utility District No. 1 of Lewis County~~
Public Utility District No. 1 of Kitsap County
Public Utility District No. 3 of Mason County
Public Utility District No. 1 of Okanogan County
Public Utility District No. 2 of Pacific County
Public Utility District No. 1 of Pend Oreille County
The Spokane Regional Broadband Development Authority ("Broadline")
~~Public Utility District No. 1 of Skamania County~~
~~Public Utility District No. 1 of Whatecom County~~
Energy Northwest

~~Each of the public utility districts is established and operated pursuant to RCW 54. Energy Northwest is a joint operating agency established and operated pursuant to RCW 43.52.~~ Each of the parties is a "public agency" as defined by RCW 39.34.020, and they enter into this Agreement and mutually promise and agree to the terms and conditions described herein.

2. **PURPOSES.** The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within- the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To participate in the development and efficient use of a broadband network owned, acquired, licensed, leased, or used by the Corporation for use by the Members, and to expand public access to affordable high speed broadband as provided by law; To assist in the efficient management of load, conservation, and acquisition of electrical energy, and other utility purposes, by participating in the development and efficient use of a communications network licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or

~~otherwise owned, acquired or used by the corporation for use by the Members and others as provided by law;~~

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

~~c. Allow the sharing of resources to provide cost-effective high technology communications facilities and other services for use by the Members to this Agreement~~ To share resources to provide cost-effective high speed broadband facilities and other services for use by the Members of this corporation on an at-cost basis to those who make their networks available to all providers and users (i.e., who provide open access);

~~d. To share resources to provide cost-effective wholesale and retail broadband services to~~, ~~and by~~ others as provided by law, denying such access only due to a provider's or end user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

~~e.~~ f. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

e.f. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

~~fg.~~ To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

3. ORGANIZATION.

a. The efforts contemplated by the parties to carry out the purposes of this Agreement shall be undertaken by the formation of a Washington nonprofit mutual corporation (the "corporation") pursuant to the provisions of Chapter 24.06 RCW and as contemplated by RCW 39.34.030(3)(b). The Articles of Incorporation and Bylaws of such nonprofit mutual corporation (referred to herein respectively as the "Articles of Incorporation" and the "Bylaws," and together as the "Charter Documents") were previously adopted, with the Bylaws last amended September 10, 2025, and the current effective version of the Articles of Incorporation being the First Restated Articles of Incorporation filed with the Secretary of State on July 26, 2024, as amended September 10, 2025. The Charter Documents are subject to further ~~shall be in the form of that attached hereto~~

and incorporated herein by this reference, subject to change to reflect different composition of the initial Board of Directors, as provided in paragraph b below, and subject to amendment as provided therein and/or by applicable law. Capitalized terms used herein not otherwise defined herein shall have the meanings given them in the Charter Documents.

~~b. Article V of the Articles of Incorporation specifies the seven members of the initial Board of Directors, each of whom is an employee of an entity which is listed as a party to this Agreement. If any such entity does not execute this Agreement by January 31, 2000, that entity's employee shall not be a member of the initial Board of Directors, and his or her replacement shall be selected by a majority vote of the Management Committee established by the Washington Public Utility Districts' Association for the Joint Internet Project. Such replacements for persons specified as members of the initial Board of Directors must be employees of an entity that signed this Agreement by January 31, 2000 other than any entity which already has an employee on the initial Board of Directors.~~

~~b. e.~~ Article III of the Articles of Incorporation may not be amended to effect a material change to the purposes for which the corporation is to be formed without a prior identical amendment to Section 2 of this Agreement.

4. FINANCING; BUDGET. It is anticipated that the activities of the corporation will be financed by operating revenues and from the proceeds of loans borrowed from commercial lenders or other sources which may require guarantees from the Members. The Members agree to provide such guarantees ~~(and new Members shall agree to provide such guarantees, or indemnities, with regard thereto)~~ in the form or forms approved by the Board of Directors as provided in and subject to the provisions of the Charter Documents. Funds provided by other persons for the formation and organization expenses, initial operating expenses and equipment, facilities and similar requirements of the corporation shall be repaid from the proceeds of such loans. The officers of the corporation shall prepare periodic budgets, which budgets shall be presented to and subject to ratification by the Board of Directors.

5. NEW MEMBERS. New Members may be added in accordance with the Charter Documents, provided that each such new Member shall execute a counterpart of this Agreement.

6. EFFECTIVENESS; DURATION.

a. This Agreement shall become effective and commence upon its execution by each of the parties, parties which are designated on Schedule A to the Bylaws as holding Percentage Interests of at least 75% in the aggregate (which must occur not later than January 31, 2000) and the filing or public posting of this Agreement as required by law. ~~Subject to the foregoing sentence, the parties executing this Agreement by January 31, 2000 hereby consent to an adjustment increasing the percentages and amounts in Schedule A to the Bylaws on a pro-rata basis (i.e., each such executing party's adjustment to be proportional to its share of the Percentage Interests specified for all such executing parties) for the purpose of allocating among such executing parties the percentages and amounts of any entity designated as a party which has not executed this Agreement by January 31, 2000. An entity designated as a party which has not signed this Agreement by January 31, 2000 may thereafter apply to become a Member of the corporation as provided in the Charter Documents.~~

b. This Agreement shall remain in full force and effect until such time as the corporation dissolves and is wound up pursuant to the Charter Documents and applicable law, provided that any Member may withdraw from this Agreement at any time by complying with the provisions of the Charter Documents with regard to withdrawal.

7. TERMINATION; DISPOSITION OF PROPERTY. This Agreement may not be terminated except as provided in Section 6 above. This Agreement shall terminate with respect to any Member upon termination of that Member's membership in the corporation in accordance with and subject to the applicable provisions of the Charter Documents. Distributions of property of the corporation to Members prior to dissolution and winding up of the corporation shall be made in accordance with the applicable provisions of the Charter Documents and applicable law. Upon dissolution and winding up of the corporation, and termination of this Agreement with respect to all the parties, any property of the corporation remaining after satisfaction of the requirements of applicable law, shall be distributed to the Members in accordance with the provisions of the Charter Documents. Notwithstanding any other provision of this Agreement, no part of the earnings of this corporation may accrue to the benefit of any private person or corporation, but only to the Members.

8. MODIFICATION. This Agreement may only be modified or amended by written amendment and modification approved by each of the parties.

9. DISPUTE RESOLUTION: ATTORNEYS' FEES AND COSTS. The parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith with the objective of acting to achieve the efficient and cost-effective operation of the network. The parties shall attempt to resolve any disputes arising from the terms of this Agreement. In the event of a dispute, the parties' designees shall consult and exercise reasonable efforts to arrive at an amicable resolution of the dispute. Failing that, in any suit, action or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs, including on any appeal, by the losing party or parties. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. PRIOR AGREEMENTS. This document embodies the entire Agreement among the Members. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Members relating to the subject matter of this Agreement.

11. SEVERABILITY. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

12. COUNTERPARTS. For the convenience of the Members this Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

13. GOVERNING LAW. This Agreement shall be governed and interpreted under the laws of the State of Washington.

14. JURISDICTION, VENUE, AND LIMITED WAIVER OF IMMUNITY. For any dispute which does not involve an Indian tribe or tribal entity ("Tribal Participant") as a named party, the parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement, the Charter Documents, and the obligations required by the Charter Documents. For example, the Charter Documents may obligate the Members to make future financial guarantees. The venue of any such lawsuit shall be King County, Washington, unless otherwise agreed by the parties.

~~11. For any dispute which involves a Tribal Participant as a named party, the parties consent to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of Washington with respect to any action arising from or relating to this Agreement, the Charter Documents, or obligations required by the Charter Documents, and the venue of any such action shall be in the same court, unless otherwise agreed by the parties. If, despite this consent, the federal court dismisses the matter on the court's own motion for lack of jurisdiction, then the parties consent to jurisdiction and venue being proper in King County Superior Court. The Tribal Participant expressly and irrevocably waives its sovereign immunity from suit, and waives any requirement for exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribal Participant, for the sole and limited purpose of any action arising from or relating to this Agreement, the Charter Documents, and the obligations required by the Charter Documents, including any action to interpret, enforce, or challenge this Agreement, the Charter Documents, the resolutions or actions of the NoaNet Board of Directors or Member Representatives, and any agreement to provide a loan, contribution, guarantee, or indemnification that is contemplated by the Charter Documents, and further including the enforcement of a judgment resulting from such action. The waiver is limited to actions that may be brought by NoaNet and/or any NoaNet's current Members (including Tribal Participants) as of the date the suit is commenced, and shall not apply to any third-parties. This waiver does not apply to any other agreement between NoaNet and the Tribal Participant(s), which may have differing terms with respect to immunity and dispute resolution.~~ The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be King County, Washington unless otherwise agreed by the parties.

IN WITNESS WHEREOF the Members hereto have executed this Amendment to the Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By _____ Date: _____
Rick Dunn, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

By _____ Date: _____
Sean Worthington, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

By _____ Date: _____
Victor Fuentes, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

By _____ Date: _____
Joseph Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

By _____ Date: _____
Angela Bennink, General Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

By _____ Date: _____
Annette Creekpaum, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

By _____ Date: _____
Randy Bird, General Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

By _____ Date: _____
Marc Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY

By _____ Date: _____
Chris Jones, General Manager

THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY

By _____ Date: _____
Ariane Schmidt, Executive Director

~~IN WITNESS WHEREOF the Members hereto have executed this Agreement on the
date noted adjacent to the signatures hereto.~~

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

~~Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY~~

~~By
Manager/Chief Executive Officer~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY~~

~~By
Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY~~

~~By
Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY~~

~~By
Manager~~

~~PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY~~

~~By _____ Manager~~

~~PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY~~

By _____ Manager

Date: January 2~~0~~, 2000

Date: January , 2000

Date: January , 2000

Date: January , 2000

Date: January , 2000

Date: January , 2000

Date: January , 2000

RESOLUTION NO. 239

A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTHWEST OPEN ACCESS NETWORK RECOMMENDING MEMBER APPROVAL OF BIGFOOT COMMUNICATIONS AS A MEMBER OF NORTHWEST OPEN ACCESS NETWORK.

RECITALS:

1. The Board of Directors (the “Board”) of Northwest Open Access Network (“NoaNet”) considered the desirability of admitting new Members;
2. The Confederated Tribes of the Colville Reservation, acting through its tribal enterprise, Bigfoot Communications, LLC (collectively “Bigfoot”), has requested admission as a Member of NoaNet;
3. Article IV, Section A of the Articles of Incorporation and Article II, Section 2 of the Bylaws provide that entities desiring to become Members of NoaNet must be elected to membership by a two-thirds vote of all Members (not merely a quorum thereof), and Article II, Section 2 of the Bylaws further provides that such entities must qualify for membership in accordance with the provisions of NoaNet’s Articles of Incorporation;
4. Article IV, Section A of the Articles of Incorporation as amended provides certain public agency eligibility requirements for an entity to be considered for membership in NoaNet, which eligibility requirements Bigfoot satisfies;
5. Article II, Section 2 of the Bylaws further provides that admission of a new Member is not complete until the local filing or public posting of documentation binding the new Member to the terms and conditions of the Interlocal Cooperation Agreement executed by NoaNet Members;
6. A document entitled “Endorsement to Interlocal Cooperation Agreement / Northwest Open Access Network” (the “Endorsement”) has been prepared to memorialize Bigfoot becoming bound to the terms and conditions of the Interlocal Cooperation Agreement, which is attached as Exhibit A to this resolution; and
7. It is in the best interests of NoaNet that, subject to the satisfaction of conditions to Bigfoot’s admission stated below, Bigfoot be admitted as a Member of NoaNet.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) The Board recommends the Members vote to approve and admit the Confederated Tribes of the Colville Reservation, acting through its tribal enterprise, Bigfoot Communications, LLC (collectively “Bigfoot”), as a Member of NoaNet, subject to timely satisfaction of the following conditions:
 - a. The Members adopt and execute a First Restated Interlocal Cooperation Agreement (“ILA”) that contains a waiver of tribal sovereign immunity for any Indian tribe or

tribal entity that becomes a Member of NoaNet, and the ILA is filed or publicly posted in compliance with RCW 39.34.040;

- b. Bigfoot executes and delivers the Endorsement in substantially the form attached as Exhibit A;
 - c. Bigfoot publicly posts the executed Endorsement online, with all attachments, in compliance with RCW 39.34.040, and provides NoaNet with written verification of the posting; and
 - d. Bigfoot provides NoaNet with a copy of the executed resolution of the Colville Business Council agreeing to Bigfoot's admission as a Member, and explicitly agreeing to the limited waiver of sovereign immunity contained in the ILA.
- 2) Bigfoot shall not be considered a Member of NoaNet unless and until all conditions to membership stated in Section 1, subsections (a) through (d) above are completed.
 - 3) Approval of the admission of Bigfoot shall be revoked and Bigfoot shall not be a Member of NoaNet unless Bigfoot satisfies the conditions to membership stated in Section 1, subsections (b) through (d) above, within 45 days of NoaNet and the Members satisfying the conditions stated in Section 1, subsection (a).
 - 4) Upon satisfaction of all conditions noted above, the Secretary is authorized to amend Schedule A of the Bylaws to reflect the admission of Bigfoot as a Member.

Approved and adopted this ____ day of _____, 2026.

Ron Gadeberg
President of the Board

Attest:

Chris Folta
Secretary of the Board

Exhibit A

ENDORSEMENT TO FIRST RESTATED INTERLOCAL COOPERATION AGREEMENT OF NORTHWEST OPEN ACCESS NETWORK

In January 2000, certain entities entered into a Interlocal Cooperation Agreement pursuant to the provisions of RCW 39.34.030 to form Northwest Open Access Network (“NoaNet”), which was most recently amended and restated by the Members of NoaNet on _____, 2026 (the “ILA”). A copy of the ILA, as amended and restated, is attached hereto.

Capitalized terms that are used herein, and the term “corporation,” shall have the same meanings given them in the ILA.

Pursuant to the provisions of the Charter Documents, the undersigned has been approved as a new Member of the corporation. One condition to admission as a Member is the execution of a counterpart of the ILA.

Now, therefore, in consideration of its admission as a Member of the corporation and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. REPRESENTATIONS AND WARRANTIES.

The undersigned hereby represents and warrants to the corporation and each of its Members that (a) it is fully familiar with the terms and provisions of the ILA and the Charter Documents, and (b) its admission to membership and the execution and delivery of this Endorsement on its behalf by the undersigned representative thereof have been duly authorized by the Colville Business Council, the governing body of the he Confederated Tribes of the Colville Reservation, and its tribal enterprise, Bigfoot Communications, LLC.

2. AGREEMENT.

The undersigned hereby agrees to be bound by all of the terms and conditions of the ILA, and by signing this Endorsement agrees that the Confederated Tribes of the Colville Reservation, acting through its tribal enterprise, Bigfoot Communications, LLC, shall be a Member of the corporation, subject to all of the provisions of the Charter Documents, as amended to date, which amendments are attached hereto.

3. LIMITED WAIVER OF SOVEREIGN IMMUNITY.

The undersigned hereby expressly agrees to the limited waiver of sovereign immunity contained in the ILA.

4. PUBLIC POSTING.

The undersigned covenants that it will publicly post an executed copy of this Endorsement (with attachments) in compliance with RCW 39.34.030.

IN WITNESS WHEREOF the undersigned has executed this Endorsement on the date noted adjacent to the signature hereto.

CONFEDERATED TRIBES OF THE COLVILLE
RESERVATION

By _____
Chairman, Colville Business Council

Date: _____

BIGFOOT COMMUNICATIONS, LLC

By _____
Executive Director

Date: _____