

**The Electric Utility Board of
Lubbock Power & Light Agenda
April 16, 2024
11:00am**

Gwen Stafford, Chair
Edwin “Butch” Davis, Vice
Chair
Eddie Schulz, Secretary
Dan Odom
Dr. Solomon Fields
Dan Wilson
Lewis Harvill, Jr, P.E.
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Tray Payne, Ex-Officio

Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel



Lubbock Power & Light

www.lpandl.com

CITIZENS TOWER

**1314 Ave K
Lubbock, Texas 79401**

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

**Citizens Tower
Conference Rooms 201A and 201B**

1. Call to Order.
2. Board Comments. The Board may make general announcements not requiring official action.
3. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the time designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - Risk management information, including but not limited to, contracts, and strategies, especially regarding, bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - Discuss and take possible Action related to purchased power and energy and fuel management services

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
 - (ii) legal advice and counsel regarding confidential matters pertaining to integration into retail market competition;
 - (iii) legal advice and counsel regarding contemplated litigation matters;
 - (iv) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (v) *Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service*, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657;
 - (vi) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and
 - (vii) *City of Lubbock v. Trumble Steel Erectors, Inc.*, Cause No. DC-2024-CV-0165 proceeding in 237th District Court of Lubbock County, Texas.

6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

11:30 a.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 11:30 a.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

Open Session

7. Approve the minutes from the Regular Electric Utility Board meeting on March 19, 2024.
8. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
9. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.
10. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding transition to Retail Market in the City of Lubbock and the status of the technology solutions implemented for electronic transactions with the REPs, ERCOT, and the Customers.
11. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Second Amendment to the Professional Services Agreement dated April 19, 2021, by and between the City of Lubbock, acting by and through LP&L, and Black and Veatch Corporation, regarding capital projects including substation upgrades. This Amendment is to increase the Not-to-Exceed amount of \$3,000,000.00 by \$730,000.00 to \$3,730,000.00 and to extend the term of the Agreement by two (2) years. This Amendment does not change the terms of the Original Agreement.
12. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement dated effective May 21, 2024, by and between the City of Lubbock, acting by and through LP&L, and Schneider Electric Smart Grid Solutions, LLC, for continued support, maintenance, and enhancement of LP&L’s GIS software applications. This Agreement has a Not-to-Exceed amount of \$1,618,707.00 and an initial term of 4 years.

13. Adjourn.

THE ELECTRIC UTILITY BOARD RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AS AUTHORIZED BY TEX. GOV'T CODE § 551.001, *ET. SEQ.* (THE TEXAS OPEN MEETINGS ACT) ON ANY ITEM ON ITS OPEN MEETING AGENDA OR TO RECONVENE IN A CONTINUATION OF THE EXECUTIVE SESSION ON THE EXECUTIVE SESSION ITEMS NOTED ABOVE, IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, INCLUDING, WITHOUT LIMITATION §§ 551.071-551.086.

Posted on the bulletin board outside the south entrance of Citizens Tower, 1314 Ave. K., Lubbock, Texas, on the 11th day of April 2024, at 1:30 P.M.

By: *Beatrice Duenez*

CITY OF LUBBOCK ELECTRIC UTILITY BOARD MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY AT (806)775-2026 OR WRITE P. O. BOX 2000, LUBBOCK, TEXAS 79457, AT LEAST 48 HOURS IN ADVANCE OF THE MEETING.

ELECTRIC UTILITY BOARD MEETING MINUTES

March 19, 2024

11:00am

CITIZENS TOWER

1314 Avenue K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

Citizens Tower

Conference Rooms 201A and 201B

EUB

Eddie Schulz
Gwen Stafford
Dan Odom
Dan Wilson
Dr. Solomon Fields
Lewis Harvill
Dr. Gonzalo Ramirez
Dr. Craig Rhyne

City Staff

Courtney Paz
Jarrett Atkinson
Blu Kostelich
Mitch Satterwhite

City Council

Sheila Patterson-Harris
Latrelle Joy
Steve Massengale
Christy Martinez-Garcia

LP&L Staff

Keli Swan
Carolyn Shellman
Beatrice Duenez
Blair McGinnis
Joe Jimenez
Kacey Sylvia
Felix Orta
Jeff Baker
Chris Sims
Clint Gardner
Michelle Cook
Tom Jennings
Kody Morris
Harvey Hall
Luke Miller
Cody Kirk

1. Call to Order.

Board Chair, Ms. Gwen Stafford, called the meeting to order at 11:01 a.m.

2. Board Comments. The Board will take a moment to recognize any introductions or general announcements not requiring official action.

3. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No members of the Public signed up for public comment.

Board member, Mr. Dan Odom arrived at 11:02 a.m.

The Board recessed into Executive Session at 11:04 a.m.

Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - Risk management information, contracts, and strategies, bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
 - (ii) legal advice and counsel regarding matters identified in Section 4 of this Agenda;

- (iii) legal advice and counsel regarding confidential matters pertaining to integration into retail market competition;
 - (iv) legal advice and counsel regarding contemplated litigation matters;
 - (v) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (vi) *Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service*, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657;
 - (vii) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and
6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

Open Session

Following the conclusion of the executive session, Board Chair Ms. Stafford, reconvened the meeting in open session at 12:28 p.m.

7. Approve the minutes from the Regular Electric Utility Board meeting on February 20, 2024.
- Chair, Ms. Gwen Stafford, asked for a motion to approve the minutes for the Regular Electric Utility Board Meeting on February 20, 2024. Mr. Eddie Schulz made the motion to approve, Mr. Dan Wilson seconded the motion, which was approved by a vote of 8-0.***
8. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
- Mr. Harvey Hall gave the Board an update on the progress of the transition into the retail market, and at this point, approximately two thirds of LP&L customers had been transferred. Mr. Hall informed the Board of an upcoming Financial Review Committee meeting in early July to discuss the next year’s budget.***

9. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding the initiation of the Retail Customer Choice Shopping Window in the City of Lubbock and the status of the technology solutions implemented for electronic transactions with the REPs, ERCOT, and the Customers.

Mr. Clint Gardner presented and led a detailed discussion on the move to retail competition. Mr. Gardner expanded on the progress report discussed earlier by Mr. Harvey Hall detailing that at halfway through the month's billing cycles, two-thirds of the LP&L customers had been transferred to their retail electric providers (REPs). Mr. Gardner gave an updated count of the REPs, stating that 137 REPs had tested with LP&L, and 85 REPs had agreements with LP&L, and provided the Board with an updated anonymized count of the distribution of customers to REPs as of billing cycle 11. Mr. Gardner then discussed ongoing discussions regarding the return of deposits as account credits in February. Mr. Gardner briefed the Board on issues regarding dual metered properties and solutions that were being deployed. Mr. Gardner discussed upcoming plans regarding Smart Meter Texas integration. Mr. Gardner then answered questions from the Board regarding ESI ID assignment and transitions, if there were any risks to the completion of the transition, and scam risks.

10. Presentation and discussion regarding the meeting of the Customer Engagement Committee held on March 18, 2024, which included customer service topics related to the move to retail competition, technology for enhancing service, and public education.

Board member Dr. Solomon Fields thanked staff that were present at the meeting. Dr. Field complimented the presentation and thought the items discussed were pertinent. Dr. Fields asked for future prioritization, costs, and timelines for the suggested initiatives. Dr. Fields highlighted one major point of concern for the Board and staff that was discussed; the number of calls going through the call center and customer services limitations in manpower and technology in being able to respond to this challenge. Dr. Fields again thanked staff for their great discussion and for the valuable input they had.

11. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

Ms. Kacey Sylvia updated the Board with the balance sheets and cash flows for January. Ms. Sylvia also summarized information related to the income statements and budget to actuals models for January. Ms. Sylvia noted that because of the transition, some of the upcoming financials would deviate from the expected norms of the ratios.

Mr. Harvey Hall reminded the Board that the fluctuations were expected starting in the next month and he would be demonstrating how that would look in the near future. Mr. Hall reminded the Board that this variance would be related to the once in a lifetime transition into ERCOT.

12. Consider a resolution authorizing LP&L's Chief Administrative Officer, or his designee, to execute an agreement with AT&T regarding and governing the terms and conditions under which LP&L and AT&T, both of which own utility poles in the Lubbock area, will grant each other a nonexclusive license allowing the other to make attachments to the owner's poles. This agreement replaces the 1972 Agreement that was terminated in 2022.

Mr. Harvey Hall presented on the history of LP&L's Pole Attachment Agreements and the circumstances relating to the acquisition of Poles from SPS by both LP&L and AT&T. Mr. Hall addressed questions related to the necessity to be on AT&T's poles and our rights to continue using or choosing to discontinue use of their poles. With no further questions, Chair, Ms. Gwen Stafford asked for a motion to approve the Agreement. Board member Dr. Solomon Fields moved that item be approved, the motion was seconded by Board member Mr. Dan Wilson and it was approved by a vote of 8-0.

Consent

Chair Gwen Stafford requested that item 13 be removed from consent for further discussion. Mr. Harvey Hall discussed the original purpose of the Davey Resources Pole Audit, what the increase was needed for and how the pole audit was related to the AT&T Joint Use Agreement and other projects going forward. Mr. Blair McGinnis helped Mr. Hall answer technical question regarding the Audit and the Amendment. With no further questions, Chair, Ms. Gwen Stafford asked for a motion to approve the Agreement. Board member Dr. Solomon Fields moved that item be approved, the motion was seconded by Board member Mr. Dan Wilson and it was approved by a vote of 8-0.

Board member Eddie Schulz moved that items 14-17 on the consent agenda be approved, the motion was seconded by Board member Mr. Lewis Harvill and it was approved by a vote of 8-0.

13. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a First Amendment to Contract No. 711023 dated January 17, 2023, by and between the City of Lubbock, acting by and through LP&L, and Davey Resource Group, Inc. regarding an ongoing pole audit. This Amendment is to increase the Not-to-Exceed amount of \$396,250.00 by \$8,937.50 to \$405,187.50. This amendment does not change the term of the Contract.
14. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Second Amendment to the Professional Services Agreement dated February 9, 2022, by and between the City of Lubbock, acting by and through LP&L, and INPOWERED, LLC regarding ongoing NERC Compliance assistance related to ongoing Federal and State requirements. This Amendment is to increase the Not-to-Exceed amount of \$185,000.00 by \$175,120.00 to \$360,120.00. This Amendment does not change the terms of the Original Agreement.

- 15. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Sherman + Reilly, Inc., Invitation to Bid 7104-24-EUA, LP&L Cable Pullers. The bid is for two underground cable pullers that will be a replacement or addition to LP&L's Fleet as approved in the FY 2023-24 Capital Program budget, which will cost \$458,905.00 and be delivered in 90 days.
- 16. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a First Amendment to the Professional Services Agreement with Hahn Public Communication (HPC) for communication and marketing services on behalf of the City of Lubbock, acting by and through LP&L. This Amendment increases the Not-to-Exceed amount by \$100,000.00 from \$500,000.00 to \$600,000.00.
- 17. Adjourn.

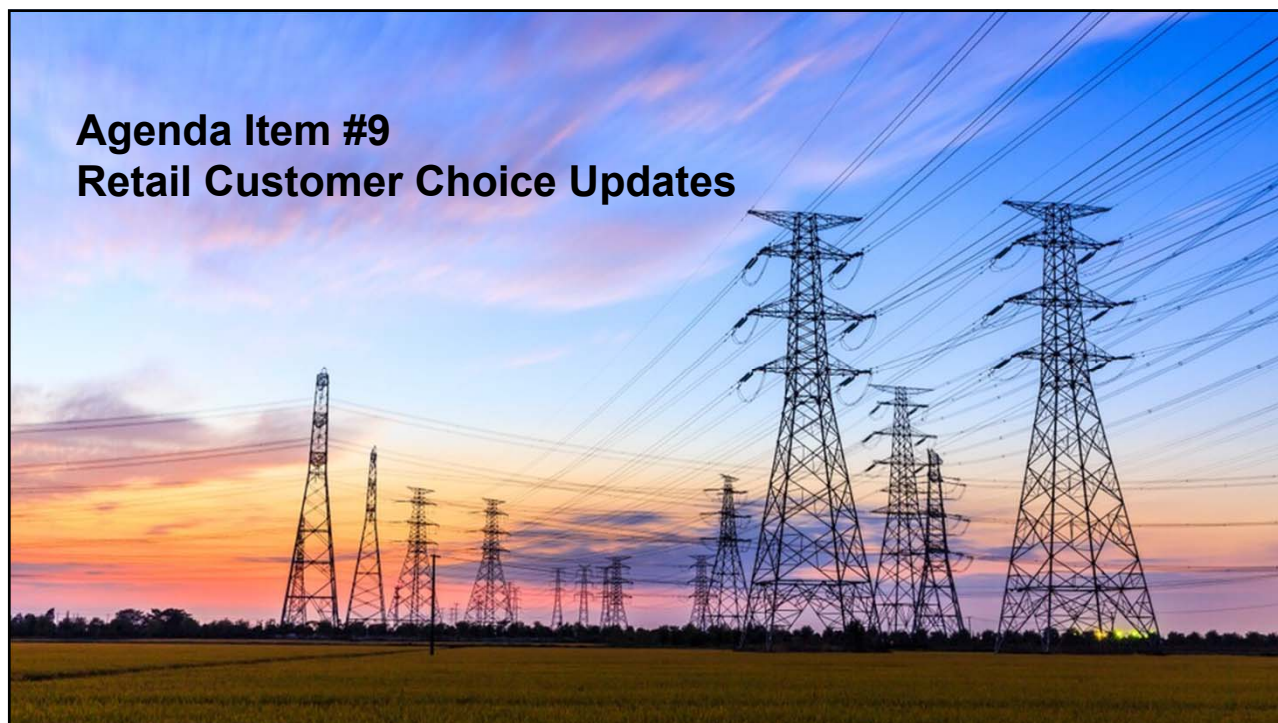
There being no further business to come before the Board, the Chair adjourned the meeting at 1:03 pm.

Prepared by:

Approved by:

Eddie Schulz, Secretary

Gwen Stafford, Chair





Lubbock's Retailers

Flight Tested to Date	137
Signed Access Agreements (brands)	85
Individual REPs	41

3

COUNTS BY RETAILER

RETAILER	Transitioned	Still with LP&L	TOTAL	RETAILER	Transitioned	Still with LP&L	TOTAL
REP 1	15,934	22,202	38,136	REP 21	74	123	197
REP 2	14,884	16,089	30,973	REP 22	69	114	183
REP 3	3,747	4,011	7,758	REP 23	81	70	151
REP 4	1,957	2,164	4,121	REP 24	27	118	145
REP 5	1,847	2,090	3,937	REP 25	28	99	127
REP 6	87	3,722	3,809	REP 26	63	52	115
REP 7	3,418	97	3,515	REP 27	48	46	94
REP 8	758	1,400	2,158	REP 28	28	51	79
REP 9	1,098	1,002	2,100	REP 29	35	38	73
REP 10	636	1,086	1,722	REP 30	14	50	64
REP 11	558	851	1,409	REP 31	21	26	47
REP 12	675	687	1,362	REP 32	44	1	45
REP 13	559	486	1,045	REP 33	12	24	36
REP 14	406	416	822	REP 34	12	18	30
REP 15	379	369	748	REP 35	10	12	22
REP 16	347	374	721	REP 36	3	18	21
REP 17	192	458	650	REP 37	3	5	8
REP 18	318	325	643	REP 38	2	4	6
REP 19	13	291	304	REP 39	5	1	6
REP 20	95	177	272	REP 40	0	1	1
				REP 41	0	0	0
							107,655

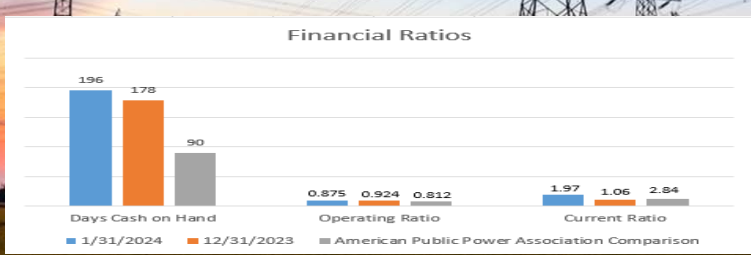
Deposit Information

- LP&L had on record, 19,059 deposits on record.
- It was decided to credit ALL deposits generated as a result of our move to retail to the customer's account.
- Any balance left owing is reduced by the amount of their deposit.
- After the customer is transitioned to market, and continues to have City of Lubbock services, any credit as a result of the deposit remains on the customer's account and continues to be applied to any additional bill generated on behalf of the customer, until such time all the credit has been used.
- If the balance owed is less than the refund amount to be credited to the customer's account, we will use the credit to satisfy the balance and then mail the customer the difference in the form of a refund check.

Agenda Item #11 January Financial Presentation

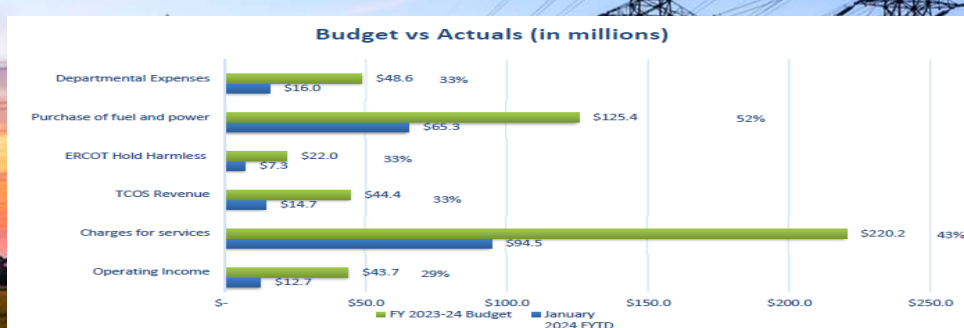
Balance Sheet and Cash Flows – January (Page 29-30 and Page 32)

	January 2024	December 2023	Variance	January 2024	January 2024 FYTD
ASSETS					
Current assets:					
Pooled cash and cash equivalents	\$ 136,320,577	\$ 133,580,422	\$ 2,740,155	\$ 26,618,147	\$ 114,833,007
Receivables, net	38,965,656	34,489,971	4,465,685	(81,891,353)	(137,049,958)
Deferred Expenses - PPRF	-	-	-	(2,025,606)	(9,210,921)
Other Current Assets	3,394,838	3,621,981	(227,143)	(1,849,606)	(5,257,161)
Total current assets	178,681,051	161,702,374	16,978,677	(59,148,419)	(36,685,032)
Noncurrent assets:					
Restricted investments	60,614,826	136,071,435	(75,456,609)	-	-
Prepaid expenses	765,664	811,109	(44,445)	-	-
	61,381,489	136,882,544	(75,501,055)	-	-
Total capital assets	644,429,731	642,073,832	2,355,899	-	-
Total noncurrent assets	705,811,220	778,956,376	(73,145,156)	(182,605)	(730,419)
Total Assets	\$ 884,492,272	\$ 940,658,750	\$ (56,166,478)		
LIABILITIES					
Current liabilities:					
Accounts payable	\$ 26,672,849	\$ 84,882,198	(\$ 58,209,349)	(4,245,544)	47,344,997
Deferred Revenues - PPRF/FFE Over Collection	28,920,439	33,154,540	(4,234,101)	-	-
Other Current Liabilities	14,301,008	12,943,194	1,357,814	-	-
Bonds payable	20,860,000	20,860,000	-	-	-
Total current liabilities	90,754,296	151,839,932	(61,085,636)		
Noncurrent liabilities:					
Total noncurrent liabilities	587,526,957	587,526,957	-	76,316,723	10,904,772
Total Liabilities	\$ 678,281,253	\$ 739,366,889	(61,085,636)	123,580,422	115,486,259
NET POSITION					
Total Net Position	\$ 216,385,079	\$ 211,465,922	\$ 4,919,157	12,740,155	20,834,318
				123,580,422	115,486,259
				136,320,577	136,320,577



Income Statement and Budget to Actuals – January (Page 31 and Page 43)




	January 2024	January 2024 Budget	January 2024 FYTD	FY 2023-24 Budget
OPERATING REVENUES				
Charges for services	\$ 29,509,539	\$ 18,348,277	\$ 98,127,877	\$ 220,179,327
(Over)/under collection	4,039,754	-	(3,597,632)	-
TCOS Revenue	3,662,942	3,700,000	14,651,851	44,400,000
ERCOT Hold Harmless	(1,822,872)	(1,833,333)	(7,291,558)	(22,000,000)
Provision for bad debts	(71,429)	(32,251)	(27,939)	(387,011)
Total Operating Revenues	35,317,934	20,182,693	101,862,598	242,192,316
OPERATING EXPENSES				
Purchase of fuel and power	21,946,570	10,447,986	65,308,971	125,375,830
Other Operating Expenses	3,755,940	4,050,559	15,971,672	48,606,710
Depreciation and amortization	1,957,668	2,042,987	7,838,597	24,515,844
Total Operating Expenses	27,660,177	16,541,532	89,119,240	198,498,384
Operating income	7,657,756	3,641,161	12,743,359	43,693,932



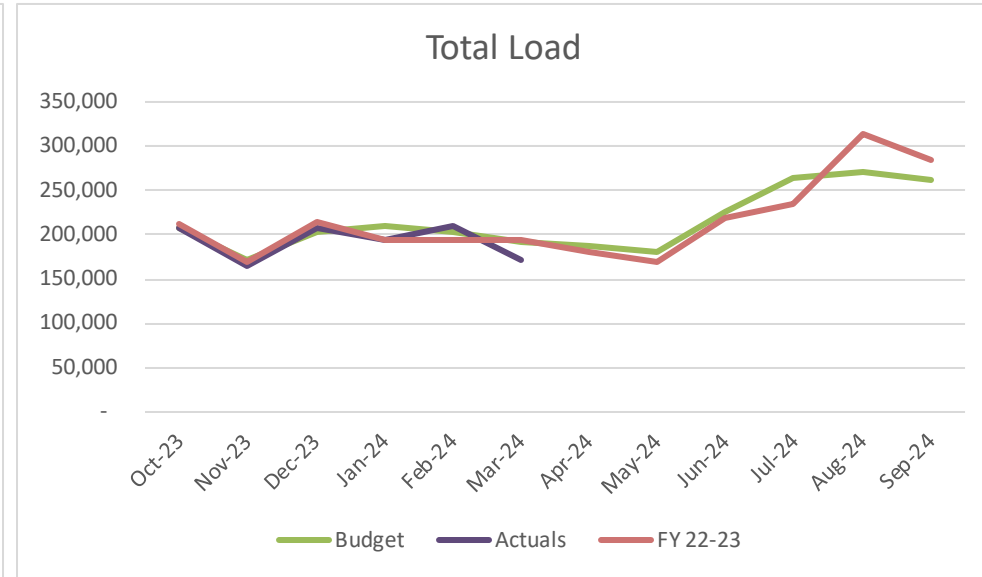
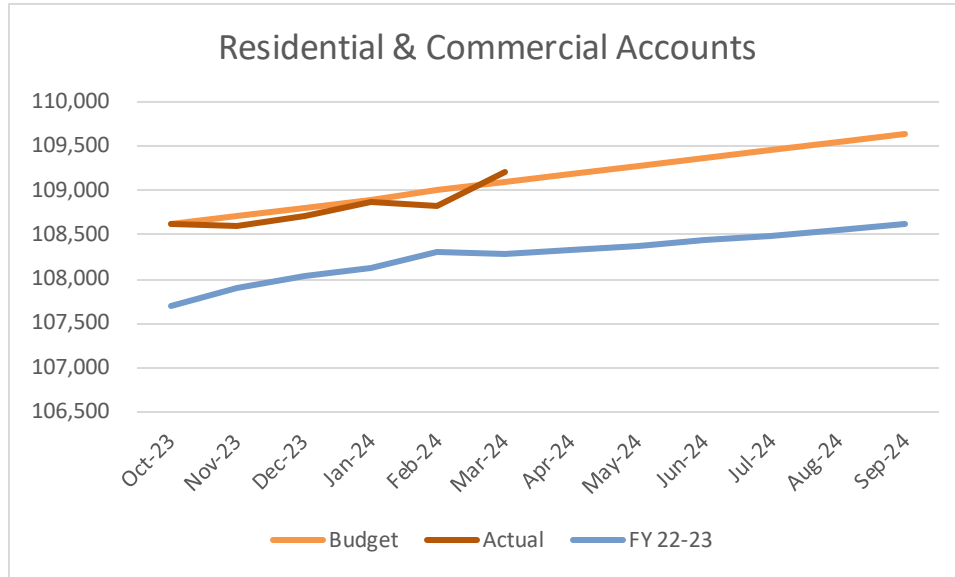
Questions?



Income Statement and Budget to Actuals – February

<u>Finance</u>				
<i>Effectively measure and maintain financial risk exposure and performance of LP&L for the ongoing health of the utility and protection of ratepayer assets.</i>				
Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
February	0.812	0.894		For every \$1 of Operating Revenue there is \$X.XX in Operating Expense. A lower number is better.
Current Ratio	Goal	Actual	Status	Current Ratio = Current Assets / Current Liabilities
February	2.84	1.97		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. A higher number is better.
Days Cash on Hand	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
February	90	183		Number of days operating expenses can be covered by current cash on hand. A higher number is better.
Debt/Total Asset (%)	Goal	Actual	Status	Debt/Total Assets = Total Debt / Total Assets

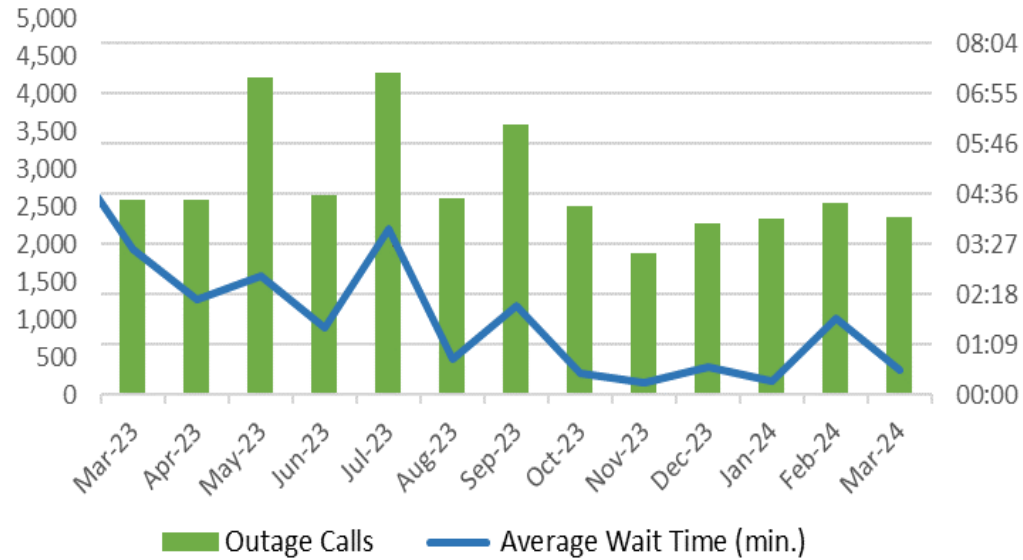
Customer Energy Usage Budget to Actuals – March



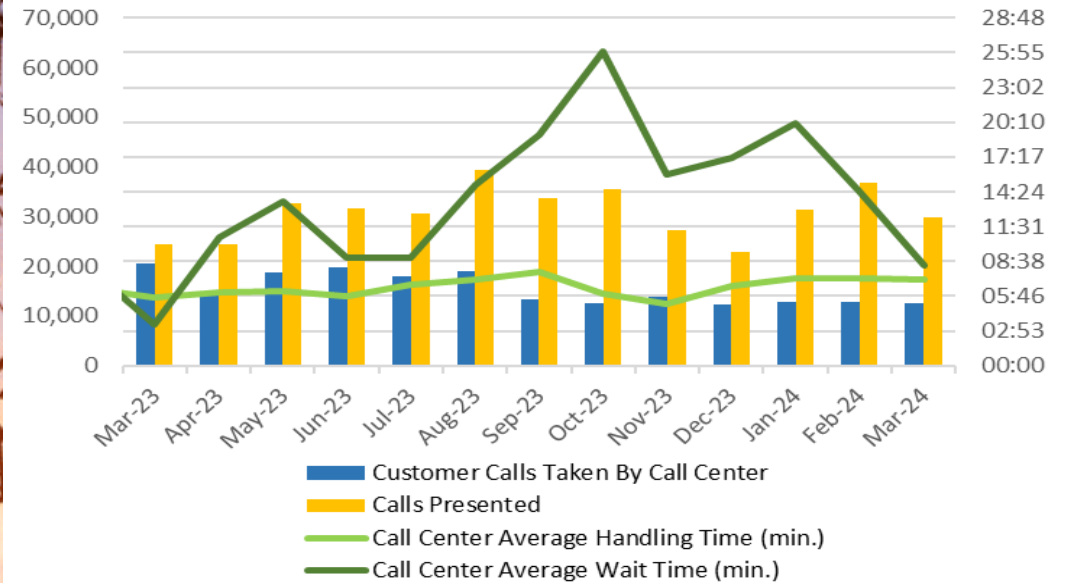
	March				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
Residential	61,192	70,215	9,023	12.9%	445,498	456,201	10,704	2.3%
Commercial & Industrial	111,461	120,779	9,317	7.7%	710,239	730,667	20,428	2.8%
Total	172,653	190,994	18,340	9.6%	1,155,737	1,186,868	31,132	2.6%
Average Usage (kwh)								
Residential	648	732	84	11.5%	4,719	4,763	44	0.9%
Commercial & Industrial	7,552	9,137	1,585	17.3%	49,303	55,302	5,998	10.8%
Total	8,200	9,869	1,669	16.9%	54,022	60,064	6,042	10.1%

LP&L Customer Service Metrics – March

Outage Calls Activity



Call Center Activity

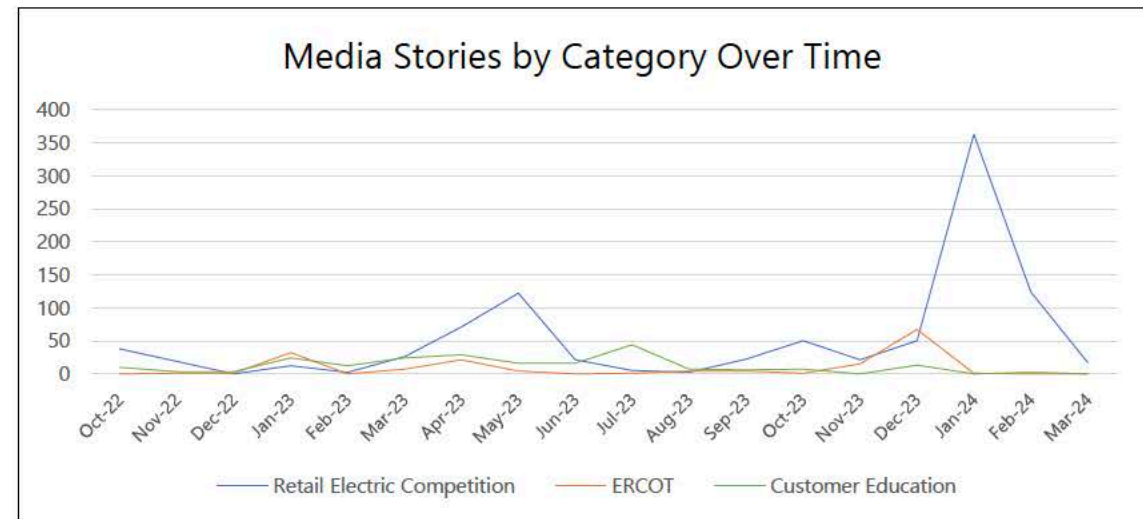
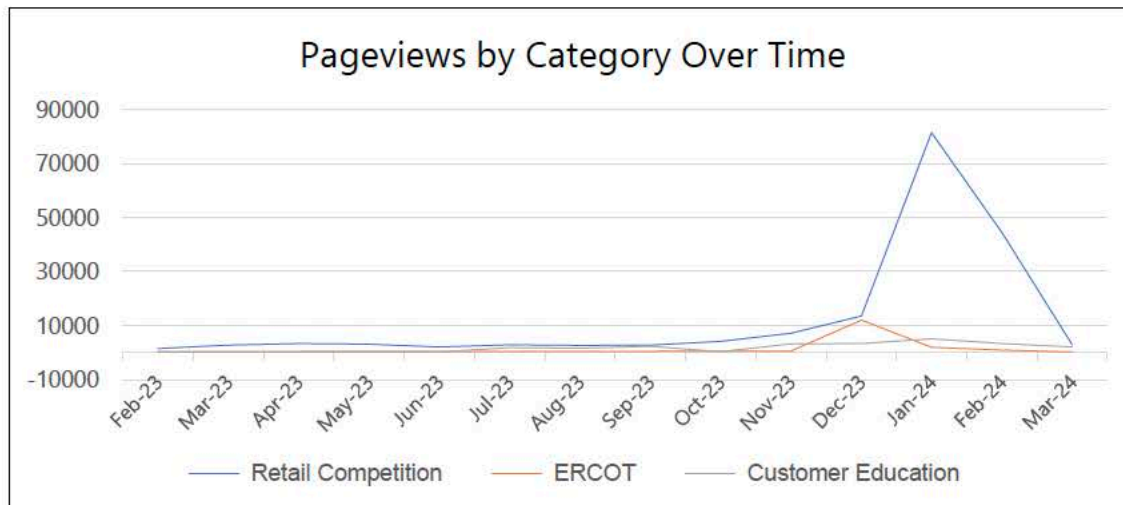
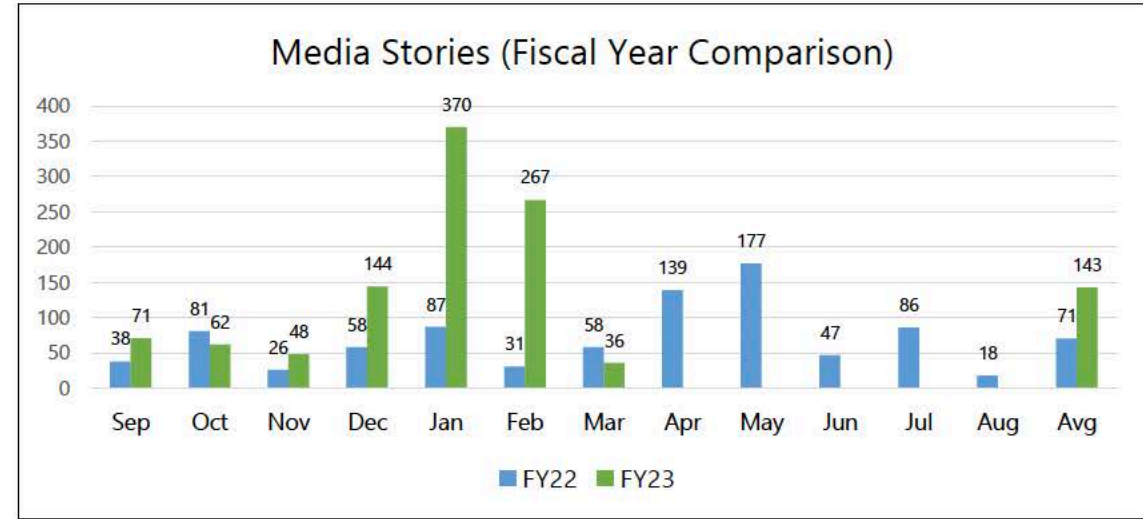
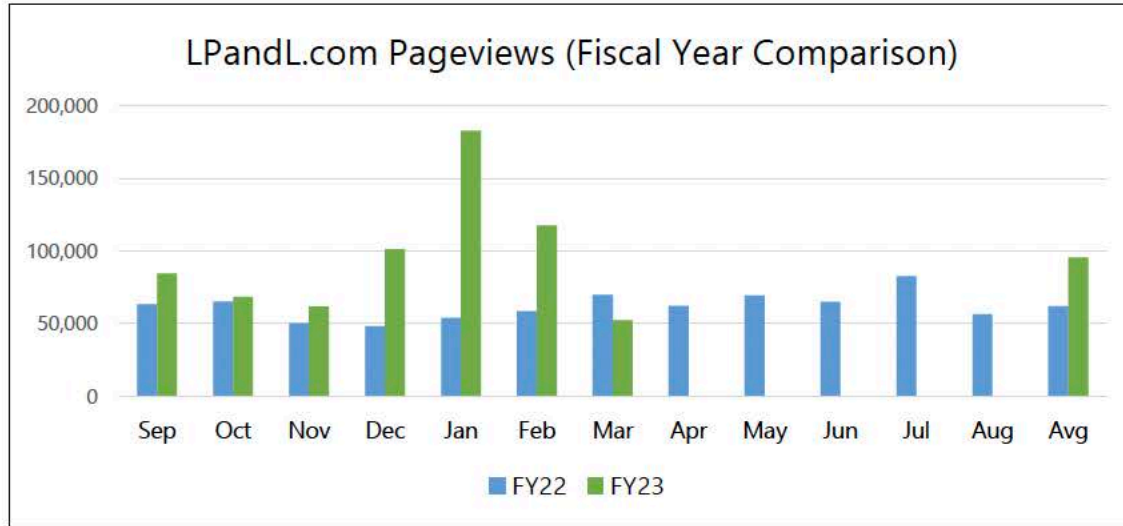


Bond Funds available for Other Capital Work

	<u>2017</u>	<u>2018</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>
\$	199,433	\$ 1,506,551	\$ 3,184,319	\$ 4,812,956	\$ 9,703,259

Bond Issue	Project #	Project Name	Bond Appropriation	Expenditures	To be Expended	Available
2017 Electric Rev - 30 yr	92681	ERCOT Conversion Work	\$ 199,433.00	\$ -	\$ 199,433.00	\$ 199,433.00
2018 Electric Rev - 30 yr	8625	Field Asset Inventory & Data Verification	2,350,000.00	667,967.53	1,682,032.47	-
2018 Electric Rev - 30 yr	92331	Fiberoptic Communications	947,066.68	413,761.47	533,305.21	-
2018 Electric Rev - 30 yr	92457	Customer Service Information Systems	3,050,000.00	1,561,013.76	1,488,986.24	1,488,986.24
2018 Electric Rev - 30 yr	92681	ERCOT Conversion Work	17,565.00	-	17,565.00	17,565.00
2021 Electric Rev - 30 yr	92462	Substation Capacity Upgrade - McDonald	997,672.65	997,672.18	0.47	0.47
2021 Electric Rev - 30 yr	92464	Yellow House Canyon Substation	12,744,985.88	12,695,590.13	49,395.75	49,395.75
2021 Electric Rev - 30 yr	92523	Distribution Capacitor Banks	983,215.00	833,077.23	150,137.77	150,137.77
2021 Electric Rev - 30 yr	92586	Dunbar-Manhattan Heights Underground Conversion	210,000.00	135,794.32	74,205.68	74,205.68
2021 Electric Rev - 30 yr	92603	Substation Switchgear and Breaker Replacement	10,516.00	-	10,516.00	10,516.00
2021 Electric Rev - 30 yr	92634	LP&L - GIS Office Renovations	1,115,000.00	864,447.15	250,552.85	250,552.85
2021 Electric Rev - 30 yr	92403	69/115kV Line Rebuild: Thompson -Vicksburg	1,795,000.00	1,267,407.45	527,592.55	527,592.55
2021 Electric Rev - 30 yr	92404	115kV Line Construction - Northwest to Mackenzie	6,604,681.06	6,582,491.31	22,189.75	22,189.75
2021 Electric Rev - 30 yr	92460	69/115kV Line Rebuild: Erskine-Mackenzie	3,215,585.61	3,066,550.06	149,035.55	149,035.55
2021 Electric Rev - 30 yr	92468	Autotransformer - Mackenzie	3,521,519.77	3,474,654.63	46,865.14	46,865.14
2021 Electric Rev - 30 yr	92469	Substation Rebuild - Holly	5,300,957.64	5,258,146.19	42,811.45	42,811.45
2021 Electric Rev - 30 yr	92473	Posey Substation	18,365,000.00	18,223,074.26	141,925.74	141,925.74
2021 Electric Rev - 30 yr	92474	Yellow House Canyon 345-115kV Transformers	8,239,407.13	8,082,863.89	156,543.24	156,543.24
2021 Electric Rev - 30 yr	92475	Dunbar 345/115kV Transformers	9,236,892.60	9,082,387.51	154,505.09	154,505.09
2021 Electric Rev - 30 yr	92477	69/115kV Line Rebuild: Holly-Southeast	8,226,381.91	8,127,183.96	99,197.95	99,197.95
2021 Electric Rev - 30 yr	92478	69/115kV Line Rebuild: Holly-Slaton	4,882,024.73	4,823,777.22	58,247.51	58,247.51
2021 Electric Rev - 30 yr	92480	69/115kV Line Rebuild: Southeast-Oliver	1,255,125.41	1,161,007.86	94,117.55	94,117.55
2021 Electric Rev - 30 yr	92484	Substation Upgrades	2,625,000.00	1,422,475.19	1,202,524.81	-
2021 Electric Rev - 30 yr	92533	Posey to Southeast 115kV Line	5,603,508.97	5,594,211.33	9,297.64	9,297.64
2021 Electric Rev - 30 yr	92609	Blackwater Draw to Folsom Point 345kV Line	38,158,231.50	38,055,733.87	102,497.63	102,497.63
2021 Electric Rev - 30 yr	92610	Blackwater Draw to Double Mountain 345kV Line	50,238,240.36	50,177,326.42	60,913.94	60,913.94
2021 Electric Rev - 30 yr	92611	Double Mountain to Fiddlewood 345kV	22,733,821.60	22,468,765.42	265,056.18	265,056.18
2021 Electric Rev - 30 yr	92661	Posey to Oliver 115kV Line	14,920,321.72	14,919,389.59	932.13	932.13
2021 Electric Rev - 30 yr	92666	Dunbar Station Work	7,757,365.68	7,630,800.74	126,564.94	126,564.94
2021 Electric Rev - 30 yr	92681	ERCOT Conversion Work	80,641.00	-	80,641.00	80,641.00
2021 Electric Rev - 30 yr	92682	Program 69/115 kV Voltage Conversion	1.00	0.01	0.99	0.99
2021 Electric Rev - 30 yr	92710	Fiddlewood - Farmland 345kV Transmission Line	5,000,000.00	4,517,608.72	482,391.28	482,391.28
2021 Electric Rev - 30 yr	92732	McDonald Substation Capacity Upgrade	3,072,890.00	3,044,706.83	28,183.17	28,183.17
2022 Electric Rev - 20yr	92331	Fiberoptic Communications	1,153,238.00	-	1,153,238.00	-
2022 Electric Rev - 20yr	92608	Red Raider Substation Dist Feeders	915,000.00	435,590.58	479,409.42	-
2022 Electric Rev - 20yr	92680	Substation Capacity Upg-Northeast	8,905,000.00	3,586,445.22	5,318,554.78	-
2022 Electric Rev - 20yr	92684	FY 2020-23 Distribution Transformers	1,300,000.00	-	1,300,000.00	-
2022 Electric Rev - 20yr	92693	Distribution System Upgrades-Improvements Expansion	8,445,000.00	5,623,636.02	2,821,363.98	-
2022 Electric Rev - 20yr	92727	Substation Capacity Upg-Co-Op	5,670,000.00	5,357,601.59	312,398.41	312,398.41
2022 Electric Rev - 20yr	92728	Substation Capacity Upg-Thompson	2,740,000.00	1,792,425.35	947,574.65	947,574.65
2022 Electric Rev - 20yr	92729	Substation Capacity Upg-Vicksburg	8,660,000.00	8,117,017.29	542,982.71	542,982.71
2022 Electric Rev - 20yr	92731	Yellowhouse Substation Capacity Upgrade	985,000.00	816,201.74	168,798.26	-
2022 Electric Rev - 20yr	92732	Mcdonald Substation Capacity Upgrade	3,010,000.00	-	3,010,000.00	3,010,000.00
2022 Electric Rev - 20yr	92788	4kV Distribution Conversion	1,654,273.00	22,089.12	1,632,183.88	-
Total			\$ 286,895,562.90	\$ 260,900,893.14	\$ 25,994,669.76	\$ 9,703,258.95

Year-Over-Year Comparisons



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Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
		TPPA Board Meeting - Austin				4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
		City Council Meeting				
19	20	21	22	23	24	25
		EUB Meeting				
26	27	28	29	30	31	
	City Holiday Memorial Day		City Council Meeting			

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
February 29, 2024

	February 2024	September 2023
<u>ASSETS</u>		
Current assets:		
Pooled cash and cash equivalents	127,059,485	115,486,259
Receivables, net	36,637,627	48,198,085
Deferred Expenses - PPRF	-	-
Interest receivable	-	571,756
Prepaid expenses	25,000	25,000
Inventories	3,326,198	3,339,461
Total current assets	167,048,309	167,620,561
Noncurrent assets:		
Restricted investments	61,018,152	68,021,315
Prepaid expenses	755,553	811,109
	61,773,705	68,832,424
Capital assets:		
Construction in progress	47,597,754	30,372,518
Right of Use Asset-Leases	538,924	538,924
Right of Use Asset-SBITA	1,973,003	1,973,003
Production Plant	89,256,885	89,256,885
Transmission Plant	340,806,232	340,806,232
Distribution Plant	431,090,424	431,090,424
Regional Trans Market Oper Plant	2,767,780	2,767,780
General Plant	56,030,189	56,470,926
Less accumulated depreciation	(322,485,295)	(313,144,941)
Total capital assets	647,575,896	640,131,751
Total noncurrent assets	709,349,601	708,964,175
	\$ 876,397,910	\$ 876,584,736
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred charge on refunding	\$ 145,490	\$ 145,490
Deferred outflow-Goodwill	-	-
Deferred outflows from pensions	16,186,613	16,186,613
Deferred outflows from OPEB	2,027,363	2,027,363
Total Deferred Outflows of Resources	\$ 18,359,466	\$ 18,359,466

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
February 29, 2024

	February 2024	September 2023
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable	\$ 18,539,785	\$ 90,698,146
Deferred Revenues - PPRF/FFE Over Collection	32,866,398	25,182,458
Accrued liabilities	1,844,339	2,916,785
Accrued interest payable	6,970,957	8,580,205
Customer deposits	3,996,055	4,578,558
Compensated absences	2,063,359	2,063,359
Notes Payable	-	-
Bonds payable	18,375,000	17,720,000
Total current liabilities	84,655,894	151,739,511
Noncurrent liabilities:		
Compensated absences	1,501,637	1,501,637
Post employment benefits	16,227,189	16,227,189
Net pension obligation	28,980,668	28,980,668
Leases Payable	901,391	901,391
Bonds payable	539,916,072	473,538,366
Total noncurrent liabilities	587,526,957	521,149,251
Total Liabilities	\$ 672,182,851	\$ 672,888,762
<u>DEFERRED INFLOWS OF RESOURCES</u>		
TMRS actual vs assumption	908,593	908,593
OPEB actual vs assumption	7,276,813	7,276,813
Total Deferred Inflows of Resources	\$ 8,185,406	\$ 8,185,406
<u>NET POSITION</u>		
Net investment in capital assets	\$ 123,609,121	\$ 190,370,981
Restricted for:		
Debt Service	26,839,346	25,553,992
Unrestricted	63,940,653	(2,054,938)
Total Net Position	\$ 214,389,120	\$ 213,870,034

Lubbock Power and Light
Monthly Management Report
Statements of Revenues, Expenses, and Changes in Net Position
February 29, 2024

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	February 2024	February 2023	February 2024 FYTD	February 2023 FYTD
<u>OPERATING REVENUES</u>				
Charges for services	\$ 22,405,507	\$ 29,630,595	\$ 120,533,385	\$ 141,537,508
(Over)/under collection	(3,748,802)	(3,926,203)	(7,346,434)	(18,821,591)
TCOS Revenue	3,662,970	3,461,496	18,314,820	17,307,480
ERCOT Hold Harmless	(1,822,899)	(1,822,921)	(9,114,458)	(9,114,606)
Provision for bad debts	(105,359)	(81,522)	(133,298)	(290,575)
Total Operating Revenues	<u>20,391,416</u>	<u>27,261,445</u>	<u>122,254,015</u>	<u>130,618,217</u>
<u>OPERATING EXPENSES</u>				
Personal services	1,954,170	1,847,972	11,165,092	10,388,648
Supplies	103,836	155,291	702,113	783,410
Maintenance	271,262	350,266	1,459,241	1,621,484
Purchase of fuel and power	14,469,619	18,099,904	79,778,591	82,756,705
Other services and charges	1,511,690	1,171,598	6,486,185	6,511,798
Depreciation and amortization	1,912,662	1,787,577	9,751,259	8,951,197
Total Operating Expenses	<u>20,223,240</u>	<u>23,412,608</u>	<u>109,342,480</u>	<u>111,013,241</u>
Operating income	<u>168,176</u>	<u>3,848,837</u>	<u>12,911,535</u>	<u>19,604,975</u>
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Interest income	650,263	530,208	3,576,789	2,582,354
Disposition of assets	-	-	51,959	3,254
Miscellaneous	(1,034,174)	(1,363,114)	(6,291,335)	(6,814,236)
IRS Build America Bond Subsidy	-	-	-	-
Interest expense on leases	-	-	-	-
Interest expense on bonds	(1,597,619)	(1,576,428)	(8,816,838)	(7,881,790)
Total Non-Operating Revenues (Expenses)	<u>(1,981,530)</u>	<u>(2,409,333)</u>	<u>(11,479,425)</u>	<u>(12,110,418)</u>
Income(Expenses) before contributions and transfers	<u>(1,813,354)</u>	<u>1,439,504</u>	<u>1,432,110</u>	<u>7,494,557</u>
Capital contributions	-	-	-	-
Transfers (In)	71,233	132,648	356,164	663,239
Transfers (Out)	(253,837)	(302,802)	(1,269,187)	(1,514,011)
Transfers, net	<u>(182,605)</u>	<u>(170,154)</u>	<u>(913,023)</u>	<u>(850,772)</u>
Change in Net Position	<u>\$ (1,995,958)</u>	<u>\$ 1,269,349</u>	<u>\$ 519,086</u>	<u>\$ 6,643,785</u>
Net Position - beginning			\$ 213,870,033	\$ 263,795,618
Net position, ending			<u>\$ 214,389,119</u>	<u>\$ 270,439,403</u>

Lubbock Power and Light
Monthly Management Report
Statement of Cash Flows
February 29, 2024

	February 2024	February 2024 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 26,665,406	\$ 141,498,413
Payments to suppliers	(25,176,219)	(162,226,177)
Payments to employees	(1,954,170)	(11,165,092)
Other receipts (payments)	(1,034,174)	(6,291,335)
Net cash provided (used) by operating activities	<u>(1,499,158)</u>	<u>(38,184,190)</u>
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	71,233	356,164
Transfers out to other funds	(253,837)	(1,269,187)
Net cash provided (used) by noncapital and related financing activities	<u>(182,605)</u>	<u>(913,023)</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(5,047,716)	(16,784,499)
Sale of capital assets	-	(303,390)
Principal paid on bonds	(2,485,000)	(2,485,000)
Issuance of bonds	-	69,517,706
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(293,550)	(10,426,085)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(7,826,267)</u>	<u>39,518,732</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Proceeds from sales and maturities of investments	-	-
Sale (Purchase) of investments	(403,326)	7,003,163
Interest earnings on cash and investments	650,263	4,148,545
Net cash provided (used) by investing activities	<u>246,937</u>	<u>11,151,708</u>
Net increase (decrease) in cash and cash equivalents	(9,261,092)	11,573,226
Cash and cash equivalents - beginning of period	136,320,577	115,486,259
Cash and cash equivalents - end of period	<u>127,059,485</u>	<u>127,059,485</u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	168,176	12,911,535
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,912,662	9,751,259
Other income (expense)	(1,034,174)	(6,291,335)
Change in current assets and liabilities:		
Accounts receivable	2,328,030	11,560,458
Deferred Expenses - PPRF	-	-
Inventory	43,620	13,263
Accounts payable	(8,133,064)	(72,158,361)
Deferred Revenues - PPRF	3,945,960	7,683,940
Hold Harmless Payment	-	-
Accrued liabilities	(16,498)	(1,072,446)
Customer deposits	(713,870)	(582,503)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>(1,499,158)</u>	<u>(38,184,190)</u>

Lubbock Power and Light
Monthly Management Report
Budget Comparison - Unaudited
as of February 29, 2024

	FYTD Feb 2024	Annual Budget	Variance	% of Budget Realized
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 2,531,299	\$ 1,190,766	\$ 1,340,533	212.58%
Rentals and recoveries	23	164,734	(164,711)	0.01%
Sale of equipment/recycle scrap	51,959	164,979	(113,020)	31.49%
Metered Revenues				
Uncollectable Metered Revenues	(133,298)	(387,011)	253,713	34.44%
Base Rates	26,457,038	31,036,684	(4,579,646)	85.24%
Distribution System Revenue		73,138,857	(73,138,857)	0.00%
Purchased Power (excl. over/under recovery)	78,862,222	101,048,114	(22,185,892)	78.04%
Franchise Fee Equivalent	5,039,232	12,577,006	(7,537,774)	40.07%
Transmission Cost of Service (TCOS)	18,314,820	44,400,000	(26,085,180)	41.25%
ERCOT Hold Harmless Payment	(9,114,458)	(22,000,000)	12,885,542	41.43%
Fees and charges	1,672,686	1,273,739	398,947	131.32%
Outside work orders	1,109,463	1,446,710	(337,247)	76.69%
Tampering fees	24,626	45,228	(20,602)	54.45%
Miscellaneous	49,240	-	49,240	0.00%
Capitalized Asset Restricted Funds	-	-	-	0.00%
Transfer from Other Funds	356,164	1,534,767	(1,178,603)	23.21%
TOTAL FUNDING SOURCES	\$ 125,221,017	\$ 245,634,573	\$ (120,413,556)	50.98%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 1,412,705	\$ 3,437,165	\$ (2,024,460)	41.10%
7112 - Regulatory Compliance	371,613	852,930	(481,317)	43.57%
7113 - Legal	552,674	1,795,786	(1,243,112)	30.78%
7211 - Conservation & Education	310,007	506,433	(196,426)	61.21%
Purchased Power				
7315 - Purchased Power	79,777,424	125,375,830	(45,598,406)	63.63%
Production				
7311 - Operations	210,989	515,291	(304,302)	40.95%
7316 - Cooke Station	377,182	1,170,092	(792,910)	32.24%
7317 - Brandon Station	74,786	356,972	(282,186)	20.95%
7318 - Massengale Station	1,235,407	2,454,100	(1,218,693)	50.34%
Distribution				
7411 - Supervision & Engineering	338,921	580,747	(241,826)	58.36%
7412 - Underground Lines	1,636,738	3,615,536	(1,978,798)	45.27%
7413 - Overhead Lines	2,025,374	4,045,437	(2,020,063)	50.07%
7414 - Load Dispatching	716,631	1,982,296	(1,265,665)	36.15%
7415 - Customer Service	1,947,685	4,701,214	(2,753,529)	41.43%
7416 - GIS	367,049	1,018,186	(651,137)	36.05%
7417 - Substations	1,104,643	2,538,870	(1,434,227)	43.51%
7418 - Engineering & Construction Mgmt	228,998	712,815	(483,817)	32.13%
7419 - Meter Shop	556,210	923,724	(367,514)	60.21%
7421 - Street Lights	981,020	2,029,157	(1,048,137)	48.35%
Transmission				
7611 - Supervision & Engineering	690,199	1,450,005	(759,806)	47.60%
7613 - Overhead Lines	701,015	1,557,089	(856,075)	45.02%
7614 - Load Dispatching	629,186	1,432,786	(803,600)	43.91%
7617 - Substations	318,927	940,366	(621,439)	33.92%
Customer Service				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	1,243	511,378	(510,135)	0.24%
7512 - Customer Information Systems	2,562,509	6,796,144	(4,233,635)	37.71%
7513 - Market Operations Group	183,425	1,581,243	(1,397,818)	11.60%
7514 - Customer Service	1,509,910	4,230,961	(2,721,051)	35.69%
7515 - Collections	814,204	2,437,712	(1,623,508)	33.40%
Reimbursement - City utilities & credit cards	(2,413,588)	(5,567,725)	3,154,137	43.35%
TOTAL COST CENTER EXPENSES	\$ 99,223,084	\$ 173,982,540	\$ (74,759,456)	57.03%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 9,524,963	\$ 36,800,935	\$ (27,275,972)	25.88%
Capitalized Interest	-	-	-	0.00%
Note Program fees	-	-	-	0.00%
Transmission System Inventory	-	-	-	0.00%
Transfers:				
Indirect cost allocation	794,086	1,905,807	(1,111,721)	41.67%
Payment in lieu of property tax	1,052,810	2,528,643	(1,475,833)	41.64%
Payment in lieu of franchise fee	5,264,052	12,643,213	(7,379,161)	41.64%
Cash funded electric capital	10,423,550	25,016,520	(14,592,970)	41.67%
Transfer to Debt Service for General Fund	475,101	1,140,242	(665,141)	41.67%
Miscellaneous Expense	43,063	83,494	(40,431)	51.58%
TOTAL FUND LEVEL EXPENSES	\$ 27,577,625	\$ 80,118,854	\$ (52,541,229)	34.42%
<u>TOTAL BUDGET</u>				
	\$ 126,800,710	\$ 254,101,394	\$ (127,300,684)	49.90%
Budget surplus/(deficit)	\$ (1,579,693)	\$ (8,466,821)	\$ 6,887,128	

LP&L Funds
Finance Department
Budget Comparison
As of February 29, 2024

Description	October-23	November-23	December-23	January-24	February-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
ADMINISTRATION									
ADMINISTRATION									
COMPENSATION	\$ 117,174	\$ 145,927	\$ 218,804	\$ 143,711	\$ 148,282	\$ 773,898	\$ 1,914,414	\$ 1,140,516	40.42
BENEFITS	39,104	49,018	74,807	54,628	54,819	272,377	722,904	450,527	37.68
SUPPLIES	3,603	2,285	3,284	2,193	(32,068)	(20,703)	25,853	46,556	(80.08)
MAINTENANCE	595	19,195	312	3,745	1,190	25,038	37,890	12,852	66.08
PROF. SERVICES/TRAINING	80,343	34,424	28,602	26,737	43,279	213,385	403,271	189,886	52.91
OTHER CHARGES	870	1,091	1,651	1,091	3,290	7,993	18,000	10,007	44.41
SCHEDULED CHARGES	28,212	25,924	27,235	32,013	27,333	140,717	314,833	174,116	44.70
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 269,901	\$ 277,864	\$ 354,696	\$ 264,119	\$ 246,125	\$ 1,412,705	\$ 3,437,165	\$ 2,024,459	41.10
REGULATORY COMPLIANCE									
COMPENSATION	\$ 16,934	\$ 18,136	\$ 26,739	\$ 18,455	\$ 18,390	\$ 98,653	\$ 263,120	\$ 164,467	37.49
BENEFITS	6,043	6,938	10,289	7,208	7,187	37,665	103,835	66,170	36.27
SUPPLIES	549	351	1,826	357	532	3,617	5,903	2,286	61.27
MAINTENANCE	274	133	120	408	403	1,337	2,349	1,012	56.93
PROF. SERVICES/TRAINING	43,478	64,764	17,995	20,498	59,818	206,554	420,491	213,937	49.12
OTHER CHARGES	12	16	23	17	17	85	200	115	42.48
SCHEDULED CHARGES	4,871	4,600	4,720	4,760	4,751	23,702	57,032	33,330	41.56
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,160	\$ 94,938	\$ 61,713	\$ 51,704	\$ 91,099	\$ 371,613	\$ 852,930	\$ 481,317	43.57
LEGAL									
COMPENSATION	\$ 8,000	\$ 10,542	\$ 15,700	\$ 10,467	\$ 20,111	\$ 64,820	\$ 362,369	\$ 297,549	17.89
BENEFITS	3,608	4,749	7,100	4,828	7,293	27,578	129,071	101,493	21.37
SUPPLIES	-	-	-	-	68	68	1,280	1,212	5.34
MAINTENANCE	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	57,202	44,021	50,593	97,954	197,728	447,498	1,270,010	822,512	35.24
OTHER CHARGES	7	-	-	-	-	7	1,000	993	0.69
SCHEDULED CHARGES	2,672	2,412	2,530	2,540	2,548	12,702	32,056	19,354	39.63
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 71,489	\$ 61,724	\$ 75,924	\$ 115,789	\$ 227,748	\$ 552,674	\$ 1,795,786	\$ 1,243,112	30.78
CONSERVATION & EDUCATION									
COMPENSATION	\$ 5,168	\$ 6,885	\$ 11,715	\$ 7,685	\$ 7,672	\$ 39,124	\$ 143,409	\$ 104,285	27.28
BENEFITS	2,371	3,129	5,021	3,395	3,392	17,308	68,750	51,442	25.17
SUPPLIES	452	167	3,474	167	167	4,427	2,053	(2,374)	215.64
MAINTENANCE	-	-	-	-	-	-	250	250	-
PROF. SERVICES/TRAINING	59,759	6,184	32,043	90,493	56,141	244,619	286,620	42,001	85.35
OTHER CHARGES	-	1,277	-	-	1,068	2,346	-	(2,346)	-
SCHEDULED CHARGES	477	396	437	437	437	2,183	5,351	3,168	40.79
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 68,227	\$ 18,038	\$ 52,689	\$ 102,176	\$ 68,877	\$ 310,007	\$ 506,433	\$ 196,426	61.21
PRODUCTION									
PRODUCTION OPERATIONS & ENGINEERING									
COMPENSATION	\$ 24,270	\$ 27,034	\$ 36,988	\$ 24,658	\$ 24,658	\$ 137,608	\$ 330,594	\$ 192,986	41.62
BENEFITS	8,670	9,692	12,936	8,821	8,821	48,941	117,628	68,687	41.61
SUPPLIES	219	156	-	306	-	681	1,150	469	59.21
MAINTENANCE	210	210	263	210	210	1,102	2,698	1,596	40.85
PROF. SERVICES/TRAINING	(46)	-	-	-	-	(46)	3,500	3,546	(1.31)
OTHER CHARGES	42	55	83	55	55	291	5,000	4,709	5.82
SCHEDULED CHARGES	4,561	4,404	4,482	4,482	4,482	22,412	54,721	32,309	40.96
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 37,925	\$ 41,552	\$ 54,752	\$ 38,533	\$ 38,227	\$ 210,989	\$ 515,291	\$ 304,302	40.95

LP&L Funds
Finance Department
Budget Comparison
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Description	October-23	November-23	December-23	January-24	February-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
PURCHASED POWER									
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
BENEFITS	-	-	-	-	-	-	-	-	-
SUPPLIES	12,043,143	16,078,102	15,240,308	21,946,252	14,469,619	79,777,424	125,375,830	45,598,406	63.63
MAINTENANCE	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 12,043,143	\$ 16,078,102	\$ 15,240,308	\$ 21,946,252	\$ 14,469,619	\$ 79,777,424	\$ 125,375,830	\$ 45,598,406	63.63
PRODUCTION COOKE STATION									
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,398	\$ 110,398	-
BENEFITS	-	-	-	-	-	-	42,926	42,926	-
SUPPLIES	451	825	476	202	378	2,331	189,445	187,114	1.23
Fuel	-	-	-	-	-	-	-	-	-
MAINTENANCE	437	437	437	7,099	437	8,847	25,246	16,399	35.04
PROF. SERVICES/TRAINING	167	252	167	252	167	1,003	4,500	3,497	22.30
OTHER CHARGES	-	-	-	-	-	-	500	500	-
SCHEDULED CHARGES	70,960	73,401	73,655	73,569	73,415	365,000	797,077	432,077	45.79
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,015	\$ 74,915	\$ 74,735	\$ 81,122	\$ 74,396	\$ 377,182	\$ 1,170,092	\$ 792,909	32.24
PRODUCTION BRANDON STATION									
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,098	\$ 110,098	-
BENEFITS	-	-	-	-	-	-	42,851	42,851	-
SUPPLIES	279	52	50	49	45	475	4,450	3,975	10.68
Fuel	-	-	-	-	-	-	-	-	-
MAINTENANCE	450	450	450	450	450	2,248	8,494	6,246	26.46
PROF. SERVICES/TRAINING	8	252	167	274	167	867	3,000	2,133	28.89
OTHER CHARGES	-	-	-	-	-	-	500	500	-
SCHEDULED CHARGES	14,223	14,223	14,223	14,304	14,223	71,197	187,579	116,382	37.96
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 14,959	\$ 14,977	\$ 14,890	\$ 15,076	\$ 14,884	\$ 74,786	\$ 356,972	\$ 282,186	20.95
PRODUCTION MASSEGALE STATION									
COMPENSATION	\$ 87,848	\$ 101,998	\$ 247,154	\$ 78,051	\$ 78,182	\$ 593,233	\$ 1,008,886	\$ 415,653	58.80
BENEFITS	32,728	39,370	77,789	31,122	31,130	212,141	400,013	187,872	53.03
SUPPLIES	10,294	6,675	2,084	3,408	2,026	24,487	163,775	139,288	14.95
Fuel	-	-	-	-	-	-	-	-	-
MAINTENANCE	1,358	3,435	2,282	2,402	2,085	11,562	71,221	59,659	16.23
PROF. SERVICES/TRAINING	13,707	4,983	1,490	29,127	4,985	54,292	-	(54,292)	-
OTHER CHARGES	597	99	-	376	351	1,424	4,300	2,876	33.12
SCHEDULED CHARGES	72,281	66,658	67,271	66,383	65,677	338,270	805,905	467,635	41.97
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 218,813	\$ 223,218	\$ 398,070	\$ 210,869	\$ 184,438	\$ 1,235,407	\$ 2,454,100	\$ 1,218,694	50.34
DISTRIBUTION									
DISTRIBUTION SUPERVISION & ENGINEERING									
COMPENSATION	\$ 26,821	\$ 36,521	\$ 53,181	\$ 36,057	\$ 34,378	\$ 186,958	\$ 246,517	\$ 59,559	75.84
BENEFITS	9,315	13,695	21,050	14,492	13,809	72,361	111,214	38,853	65.06
SUPPLIES	854	736	1,667	624	501	4,380	16,901	12,521	25.92
MAINTENANCE	592	2,386	617	744	1,767	6,106	7,898	1,792	77.31
PROF. SERVICES/TRAINING	2,571	1,552	315	146	261	4,845	45,585	40,740	10.63
OTHER CHARGES	340	-	2,384	521	583	3,829	7,545	3,716	50.74
SCHEDULED CHARGES	12,259	11,850	12,049	12,235	12,049	60,443	145,087	84,644	41.66
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 52,753	\$ 66,739	\$ 91,263	\$ 64,819	\$ 63,348	\$ 338,921	\$ 580,747	\$ 241,826	58.36

**LP&L Funds
Finance Department
Budget Comparison
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Description	October-23	November-23	December-23	January-24	February-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
DISTRIBUTION UNDERGROUND LINES									
COMPENSATION	\$ 92,853	\$ 127,325	\$ 256,339	\$ 118,555	\$ 103,822	\$ 698,895	\$ 1,525,692	\$ 826,797	45.81
BENEFITS	36,706	51,913	100,331	49,434	41,527	279,910	630,365	350,455	44.40
SUPPLIES	66,882	35,026	18,824	27,425	26,505	174,661	376,521	201,860	46.39
MAINTENANCE	69,207	100,482	58,010	49,059	47,187	323,945	676,349	352,404	47.90
PROF. SERVICES/TRAINING	17,385	5,767	7,715	8,554	2,872	42,293	92,571	50,278	45.69
OTHER CHARGES	192	755	724	482	1,270	3,422	8,500	5,078	40.26
SCHEDULED CHARGES	16,159	21,744	23,132	29,073	23,504	113,611	305,538	191,927	37.18
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 299,384	\$ 343,012	\$ 465,074	\$ 282,582	\$ 246,687	\$ 1,636,738	\$ 3,615,536	\$ 1,978,799	45.27
DISTRIBUTION OVERHEAD LINES									
COMPENSATION	\$ 130,260	\$ 143,673	\$ 326,851	\$ 146,347	\$ 144,748	\$ 891,879	\$ 1,455,495	\$ 563,616	61.28
BENEFITS	48,552	54,880	119,390	60,370	58,685	341,878	588,816	246,938	58.06
SUPPLIES	36,735	101,594	27,821	27,585	26,806	220,542	425,923	205,381	51.78
MAINTENANCE	78,462	101,867	67,308	80,864	90,345	418,845	1,173,521	754,676	35.69
PROF. SERVICES/TRAINING	6,317	19,471	17,611	12,309	24,429	80,137	174,946	94,809	45.81
OTHER CHARGES	44	2,835	767	209	215	4,070	6,000	1,930	67.84
SCHEDULED CHARGES	14,199	13,158	13,571	13,497	13,598	68,024	220,736	152,712	30.82
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 314,570	\$ 437,478	\$ 573,319	\$ 341,181	\$ 358,826	\$ 2,025,374	\$ 4,045,437	\$ 2,020,063	50.07
DISTRIBUTION LOAD DISPATCHING									
COMPENSATION	\$ 61,659	\$ 74,545	\$ 116,113	\$ 74,898	\$ 75,767	\$ 402,982	\$ 1,196,911	\$ 793,929	33.67
BENEFITS	22,147	27,658	42,901	28,894	29,128	150,728	464,411	313,683	32.46
SUPPLIES	2,214	945	2,541	644	794	7,138	11,503	4,365	62.05
MAINTENANCE	1,017	2,034	1,123	4,819	1,959	10,952	17,699	6,747	61.88
PROF. SERVICES/TRAINING	9,856	73,492	(10,355)	6,836	3,150	82,979	159,500	76,521	52.02
OTHER CHARGES	867	1,867	1,267	5,527	975	10,503	10,650	147	98.62
SCHEDULED CHARGES	10,537	9,838	10,160	10,630	10,185	51,348	121,623	70,275	42.22
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 108,297	\$ 190,379	\$ 163,749	\$ 132,247	\$ 121,958	\$ 716,631	\$ 1,982,296	\$ 1,265,666	36.15
DISTRIBUTION CUSTOMER SERVICE									
COMPENSATION	\$ 118,989	\$ 138,491	\$ 248,819	\$ 150,737	\$ 122,458	\$ 779,495	\$ 1,748,742	\$ 969,247	44.57
BENEFITS	42,528	51,228	86,687	54,905	47,084	282,432	683,972	401,540	41.29
SUPPLIES	24,528	16,440	19,620	15,078	18,418	94,084	239,023	144,939	39.36
MAINTENANCE	35,067	19,151	29,154	14,893	22,729	120,994	294,372	173,378	41.10
PROF. SERVICES/TRAINING	2,369	1,783	2,074	1,836	1,561	9,624	27,622	17,998	34.84
OTHER CHARGES	96,556	122,980	106,617	115,680	102,104	543,937	1,404,100	860,163	38.74
SCHEDULED CHARGES	22,984	22,242	23,589	24,360	23,945	117,119	303,383	186,264	38.60
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 343,022	\$ 372,316	\$ 516,560	\$ 377,489	\$ 338,299	\$ 1,947,685	\$ 4,701,214	\$ 2,753,529	41.43
LP&L GIS									
COMPENSATION	\$ 35,801	\$ 42,881	\$ 66,688	\$ 44,158	\$ 45,293	\$ 234,820	\$ 535,034	\$ 300,214	43.89
BENEFITS	13,524	16,892	26,853	18,713	19,193	95,174	225,765	130,591	42.16
SUPPLIES	817	511	351	793	668	3,139	12,785	9,646	24.55
MAINTENANCE	387	90	1,215	1,403	8,735	11,829	2,000	(9,829)	591.45
PROF. SERVICES/TRAINING	2,829	(98)	331	1,199	766	5,027	206,679	201,652	2.43
OTHER CHARGES	124	391	666	178	209	1,568	1,200	(368)	130.63
SCHEDULED CHARGES	3,265	2,750	2,962	3,551	2,962	15,491	34,723	19,232	44.61
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 56,746	\$ 63,416	\$ 99,065	\$ 69,996	\$ 77,826	\$ 367,049	\$ 1,018,186	\$ 651,137	36.05

LP&L Funds
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Budget Comparison
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Description	October-23	November-23	December-23	January-24	February-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
DISTRIBUTION SUBSTATION									
COMPENSATION	\$ 38,101	\$ 41,038	\$ 76,965	\$ 57,876	\$ 55,580	\$ 269,560	\$ 575,804	\$ 306,244	46.81
BENEFITS	14,447	16,602	28,790	22,914	21,935	104,688	234,814	130,126	44.58
SUPPLIES	14,950	25,355	4,008	7,249	7,300	58,862	99,488	40,626	59.17
MAINTENANCE	10,670	4,312	10,304	8,228	3,313	36,827	90,572	53,745	40.66
PROF. SERVICES/TRAINING	3,332	1,277	2,057	19,671	4,936	31,272	104,836	73,564	29.83
OTHER CHARGES	304	2,876	174	23,403	410	27,167	35,936	8,769	75.60
SCHEDULED CHARGES	115,328	115,174	115,262	115,349	115,153	576,267	1,382,420	806,153	41.69
CAPITAL OUTLAY	-	-	-	-	-	-	15,000	15,000	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 197,132	\$ 206,635	\$ 237,560	\$ 254,690	\$ 208,626	\$ 1,104,643	\$ 2,538,870	\$ 1,434,227	43.51
DISTRIBUTION CONSTRUCTION & ENGINEERING									
COMPENSATION	\$ 6,473	\$ 10,355	\$ 26,854	\$ 11,972	\$ 10,329	\$ 65,983	\$ 249,488	\$ 183,505	26.45
BENEFITS	2,494	4,334	10,939	4,506	4,901	27,174	108,922	81,748	24.95
SUPPLIES	14,559	11,874	11,892	13,191	14,910	66,426	22,265	(44,161)	298.34
MAINTENANCE	600	210	323	2,109	532	3,775	10,000	6,225	37.75
PROF. SERVICES/TRAINING	-	1,338	8,995	9,272	1,825	21,430	80,022	58,592	26.78
OTHER CHARGES	-	-	16	49	6	71	6,000	5,929	1.19
SCHEDULED CHARGES	9,092	8,609	8,891	8,650	8,899	44,141	236,118	191,977	18.69
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 33,218	\$ 36,720	\$ 67,909	\$ 49,748	\$ 41,403	\$ 228,998	\$ 712,815	\$ 483,817	32.13
DISTRIBUTION METER SHOP									
COMPENSATION	\$ 44,615	\$ 54,711	\$ 126,555	\$ 46,739	\$ 46,628	\$ 319,248	\$ 495,409	\$ 176,161	64.44
BENEFITS	17,270	22,838	45,811	19,229	19,201	124,349	205,929	81,580	60.38
SUPPLIES	4,172	4,641	2,364	2,986	13,320	27,482	43,708	16,226	62.88
MAINTENANCE	1,205	3,705	926	2,319	949	9,104	29,295	20,191	31.08
PROF. SERVICES/TRAINING	2,091	822	688	1,073	24,109	28,782	59,296	30,514	48.54
OTHER CHARGES	6	-	102	27	78	213	5,256	5,043	4.05
SCHEDULED CHARGES	22,567	6,174	5,988	6,252	6,051	47,032	73,806	26,774	63.72
CAPITAL OUTLAY	-	-	-	-	-	-	11,025	11,025	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,926	\$ 92,892	\$ 182,433	\$ 78,623	\$ 110,336	\$ 556,210	\$ 923,724	\$ 367,514	60.21
DISTRIBUTION STREET LIGHTS									
COMPENSATION	\$ 51,405	\$ 61,965	\$ 103,441	\$ 62,326	\$ 64,295	\$ 343,431	\$ 800,697	\$ 457,266	42.89
BENEFITS	21,126	26,574	42,859	27,413	27,918	145,890	353,739	207,849	41.24
SUPPLIES	12,091	14,280	7,867	13,840	10,535	58,614	114,900	56,286	51.01
MAINTENANCE	88,440	85,019	64,206	81,459	81,453	400,576	625,060	224,484	64.09
PROF. SERVICES/TRAINING	1,575	1,094	914	1,522	(195)	4,909	13,809	8,900	35.55
OTHER CHARGES	-	-	15	-	6	21	-	(21)	-
SCHEDULED CHARGES	5,736	5,253	5,495	5,600	5,495	27,579	120,952	93,373	22.80
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 180,372	\$ 194,185	\$ 224,796	\$ 192,160	\$ 189,508	\$ 981,020	\$ 2,029,157	\$ 1,048,137	48.35
TRANSMISSION									
TRANSMISSION SUPERVISION & ENGINEERING									
COMPENSATION	\$ 36,243	\$ 48,838	\$ 85,879	\$ 51,015	\$ 48,148	\$ 270,123	\$ 571,978	\$ 301,855	47.23
BENEFITS	12,642	18,150	31,348	19,146	18,350	99,636	221,106	121,470	45.06
SUPPLIES	4,409	4,126	4,607	3,932	3,672	20,746	12,000	(8,746)	172.88
MAINTENANCE	1,508	430	838	309	202	3,287	3,500	213	93.90
PROF. SERVICES/TRAINING	61,250	4,521	116,894	4,237	66,136	253,038	500,239	247,201	50.58
OTHER CHARGES	263	351	541	351	357	1,863	545	(1,318)	341.77
SCHEDULED CHARGES	8,301	8,301	8,301	8,301	8,301	41,507	140,637	99,130	29.51
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 124,615	\$ 84,716	\$ 248,407	\$ 87,292	\$ 145,167	\$ 690,199	\$ 1,450,005	\$ 759,806	47.60

**LP&L Funds
Finance Department
Budget Comparison
As of February 29, 2024**

Description	October-23	November-23	December-23	January-24	February-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
TRANSMISSION OVERHEAD LINES									
COMPENSATION	\$ 49,388	\$ 48,628	\$ 89,564	\$ 57,806	\$ 58,631	\$ 304,016	\$ 741,002	\$ 436,986	41.03
BENEFITS	18,962	19,220	33,899	23,440	23,691	119,214	304,588	185,374	39.14
SUPPLIES	6,984	4,615	2,291	5,335	33,855	53,080	118,050	64,970	44.96
MAINTENANCE	1,864	16,587	9,804	5,840	3,966	38,060	97,485	59,425	39.04
PROF. SERVICES/TRAINING	9,266	151,478	1,914	1,253	745	164,655	192,041	27,386	85.74
OTHER CHARGES	-	-	15	27	6	48	50,000	49,952	0.10
SCHEDULED CHARGES	4,531	4,290	4,411	4,290	4,419	21,941	53,923	31,982	40.69
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 90,996	\$ 244,818	\$ 141,897	\$ 97,991	\$ 125,313	\$ 701,015	\$ 1,557,089	\$ 856,075	45.02
TRANSMISSION LOAD DISPATCHING									
COMPENSATION	\$ 48,862	\$ 64,060	\$ 102,152	\$ 65,701	\$ 66,439	\$ 347,213	\$ 815,472	\$ 468,259	42.58
BENEFITS	17,040	22,542	36,024	24,133	24,330	124,069	308,576	184,507	40.21
SUPPLIES	16	214	2,291	-	162	2,683	7,500	4,817	35.78
MAINTENANCE	(124)	-	-	3,685	523	4,083	5,000	917	81.67
PROF. SERVICES/TRAINING	22,984	11,019	76,487	9,215	7,159	126,863	272,500	145,637	46.56
OTHER CHARGES	794	1,054	1,010	673	673	4,204	10,650	6,446	39.48
SCHEDULED CHARGES	1,670	1,489	3,928	6,110	6,873	20,070	13,088	(6,982)	153.34
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,241	\$ 100,378	\$ 221,891	\$ 109,517	\$ 106,158	\$ 629,186	\$ 1,432,786	\$ 803,600	43.91
TRANSMISSION SUBSTATION									
COMPENSATION	\$ 27,239	\$ 35,092	\$ 46,773	\$ 38,292	\$ 40,047	\$ 187,442	\$ 546,021	\$ 358,579	34.33
BENEFITS	10,381	13,624	17,738	15,140	15,544	72,427	223,995	151,568	32.33
SUPPLIES	276	11,255	1,801	1,405	86	14,823	28,000	13,177	52.94
MAINTENANCE	1,571	2,633	-	456	-	4,660	50,500	45,840	9.23
PROF. SERVICES/TRAINING	395	-	-	15,786	-	16,181	59,339	43,158	27.27
OTHER CHARGES	31	40	49	23,247	26	23,394	32,500	9,106	71.98
SCHEDULED CHARGES	-	-	-	-	-	-	11	11	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 39,893	\$ 62,643	\$ 66,361	\$ 94,326	\$ 55,703	\$ 318,927	\$ 940,366	\$ 621,439	33.92
CUSTOMER SERVICE									
FIELD SERVICES									
COMPENSATION	\$ 8,738	\$ 2,222	\$ (10,960)	\$ -	\$ -	\$ -	\$ -	\$ -	-
BENEFITS	4,530	1,589	(6,120)	-	-	0	-	(0)	-
SUPPLIES	4,543	-	(4,543)	-	-	-	-	-	-
MAINTENANCE	1,334	531	(1,864)	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	73	(73)	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	830	-	(830)	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 19,975	\$ 4,415	\$ (24,390)	\$ -	\$ -	\$ 0	\$ -	\$ (0)	-
PERFORMANCE IMPROVEMENT									
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 348,818	\$ 348,818	-
BENEFITS	-	-	-	-	-	-	142,760	142,760	-
SUPPLIES	-	-	-	200	1,043	1,243	1,000	(243)	124.29
MAINTENANCE	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	18,800	18,800	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 200	\$ 1,043	\$ 1,243	\$ 511,378	\$ 510,135	0

LP&L Funds
Finance Department
Budget Comparison
As of February 29, 2024

Description	October-23	November-23	December-23	January-24	February-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
CUSTOMER INFORMATION SYSTEMS									
COMPENSATION	\$ 41,003	\$ 49,265	\$ 77,099	\$ 51,218	\$ 49,664	\$ 268,249	\$ 775,281	\$ 507,032	34.60
BENEFITS	18,449	22,840	35,496	24,388	23,346	124,518	360,528	236,010	34.54
SUPPLIES	520	560	2,447	2,625	846	6,998	5,666	(1,332)	123.50
MAINTENANCE	1,711	1,711	1,725	1,711	1,711	8,570	19,643	11,073	43.63
PROF. SERVICES/TRAINING	236,959	204,669	528,319	292,774	390,010	1,652,732	4,536,812	2,884,080	36.43
OTHER CHARGES	-	-	-	378	31	409	7,271	6,862	5.62
SCHEDULED CHARGES	99,954	99,740	101,476	99,971	99,893	501,033	1,090,943	589,910	45.93
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 398,596	\$ 378,785	\$ 746,561	\$ 473,066	\$ 565,501	\$ 2,562,509	\$ 6,796,144	\$ 4,233,635	37.71
MARKET OPERATIONS GROUP									
COMPENSATION	\$ 7,942	\$ 13,469	\$ 24,171	\$ 27,177	\$ 26,598	\$ 99,357	\$ 372,363	\$ 273,006	26.68
BENEFITS	4,404	7,807	13,996	13,755	13,320	53,282	203,113	149,831	26
SUPPLIES	584	69	256	898	333	2,140	2,500	360	86
MAINTENANCE	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	3,581	1,054	1,225	3,352	19,435	28,646	998,968	970,322	3
OTHER CHARGES	-	-	-	-	-	-	1,000	1,000	-
SCHEDULED CHARGES	-	-	-	-	-	-	3,300	3,300	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 16,510	\$ 22,399	\$ 39,648	\$ 45,181	\$ 59,686	\$ 183,425	\$ 1,581,243	\$ 1,397,819	11.60
CUSTOMER SERVICE									
COMPENSATION	126,048	161,483	221,413	171,316	153,308	\$ 833,568	\$ 2,351,843	\$ 1,518,275	35.44
BENEFITS	64,614	81,483	120,809	85,510	80,884	433,301	1,286,087	852,786	33.69
SUPPLIES	568	788	1,248	1,289	685	4,578	18,803	14,225	24.35
MAINTENANCE	-	1,449	2,173	470	780	4,872	-	(4,872)	-
PROF. SERVICES/TRAINING	3,592	2,486	2,444	696	1,209	10,427	40,976	30,549	25.45
OTHER CHARGES	-	4,505	-	-	-	4,505	7,898	3,393	57.05
SCHEDULED CHARGES	43,492	43,642	43,774	43,998	43,753	218,659	525,354	306,695	41.62
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 238,314	\$ 295,837	\$ 391,861	\$ 303,279	\$ 280,619	\$ 1,509,910	\$ 4,230,961	\$ 2,721,051	35.69
COLLECTIONS									
COMPENSATION	62,085	79,916	160,441	73,195	75,418	\$ 451,055	\$ 1,360,246	\$ 909,191	33.16
BENEFITS	30,479	40,910	75,589	38,952	39,438	225,369	762,869	537,500	29.54
SUPPLIES	1,031	373	5,041	561	496	7,503	34,284	26,781	21.88
MAINTENANCE	63	-	2,001	221	337	2,622	6,392	3,770	41.02
PROF. SERVICES/TRAINING	11,839	16,381	8,984	14,753	21,973	73,931	135,150	61,219	54.70
OTHER CHARGES	-	-	-	-	-	-	2,000	2,000	-
SCHEDULED CHARGES	10,433	10,134	11,759	10,510	10,889	53,726	136,772	83,046	39.28
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 115,931	\$ 147,714	\$ 263,816	\$ 138,192	\$ 148,551	\$ 814,204	\$ 2,437,712	\$ 1,623,509	33.40
LP&L FUND OPERATING EXPENSES									
COMPENSATION	1,273,922	1,544,999	2,755,433.27	1,568,410.54	1,518,845.42	\$ 8,661,610	\$ 20,956,100	12,294,491	41.33
BENEFITS	502,135	627,675	1,072,333	655,338.11	634,927.49	3,492,408	9,049,546	5,557,139	38.59
SUPPLIES	12,255,722	16,322,015	15,363,896	22,078,595.14	14,601,700.87	80,621,929	127,360,559	46,738,630	63.30
MAINTENANCE	296,896	366,455	251,726	272,902	271,262	1,459,241	3,257,434	1,798,194	44.80
Fuel	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	652,808	653,060	897,594	669,816	932,667	3,805,945	10,111,083	6,305,138	37.64
OTHER CHARGES	101,050	140,192	116,102	172,292	111,734	641,369	1,626,551	985,182	39.43
SCHEDULED CHARGES	599,593	576,408	588,473	600,865	588,834	2,954,172	7,162,968	4,208,796	41.24

**Lubbock Power and Light
Capital Program - Unaudited
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Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 668,830	\$ 51,551	\$ 1,630,482	69.36	30.64
8626 Distribution Planning	680,000	276,574	74,739	328,687	48.34	51.66
8688 Smart Meter Texas Integration	1,574,520	-	-	1,574,520	100.00	-
92331 Fiber optic Communications	2,965,000	913,456	113,509	1,938,035	65.36	34.64
92484 Substation Upgrades	5,200,000	3,147,475	949,434	1,103,091	21.21	78.79
92537 GIS Software Upgrades and Interfaces	2,435,000	1,621,864	379,220	433,916	17.82	82.18
92605 Operations System Upgrades	1,765,000	467,372	1,245,773	51,855	2.94	97.06
92608 Red Raider Substation Distribution Feeders	4,740,000	4,435,591	38,440	265,969	5.61	94.39
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47	77.53
92680 Substation Capacity Upgrade - Northeast	9,505,000	4,186,445	3,834,777	1,483,778	15.61	84.39
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,041,303	-	502,197	32.54	67.46
92684 FY 2020-24 Distribution Transformers	16,375,000	8,861,180	1,350,978	6,162,842	37.64	62.36
92685 FY 2020-24 Distribution System Upgrade	12,050,000	8,614,535	28,950	3,406,516	28.27	71.73
92686 FY 2020-24 Overhead Lines	9,220,500	7,672,519	3,816	1,544,165	16.75	83.25
92687 FY 2020-24 Street Lights	4,282,100	3,667,419	-	614,681	14.35	85.65
92688 FY 2020-24 Underground Distribution	12,117,000	10,860,163	20,520	1,236,317	10.20	89.80
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	18,196,346	4,997,590	687,201	2.88	97.12
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	15,733,202	907,925	1,913,438	10.31	89.69
92695 Downtown Facility Upgrades	3,235,000	2,747,114	344,866	143,020	4.42	95.58
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,757,602	134,970	177,428	2.51	97.49
92728 Substation Capacity Upgrade - Thompson	4,740,000	3,792,425	64,053	883,522	18.64	81.36
92729 Substation Capacity Upgrade - Vicksburg	12,417,891	11,874,908	12,729	530,254	4.27	95.73
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73	29.27
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,139,093	16,848	151,950	3.53	96.47
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	62,157	2,976,026	47.94	52.06
92733 DNV-GL Cascade Upgrades	250,000	114,228	135,000	772	0.31	99.69
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27	78.73
92735 FY 2021-22 Vehicles and Equipment	2,625,000	1,884,073	542,000	198,927	7.58	92.42
92788 4kV Distribution Conversion	4,779,273	22,089	-	4,757,184	99.54	0.46
92789 NERC Security for Substation	100,000	22	-	99,978	99.98	0.02
92790 Security Upgrade for Hill Building	110,000	-	-	110,000	100.00	-
92791 UCSC Expansion	138,000	-	-	138,000	100.00	-
92792 FY 2022-23 Vehicles & Equipment	3,715,000	1,824,594	1,609,337	281,069	7.57	92.43
92829 Work Order System	2,000,000	-	-	2,000,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	3,270,000	-	-	3,270,000	100.00	-
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00	-
92840 Spare Autotransformer	500,000	-	-	500,000	100.00	-
92841 FY 2023-24 Vehicles & Equipment	2,560,000	208	2,445,971	113,821	4.45	95.55
\$ 189,363,014	\$ 127,901,781	\$ 19,369,652	\$ 42,091,580	22.23	77.77	

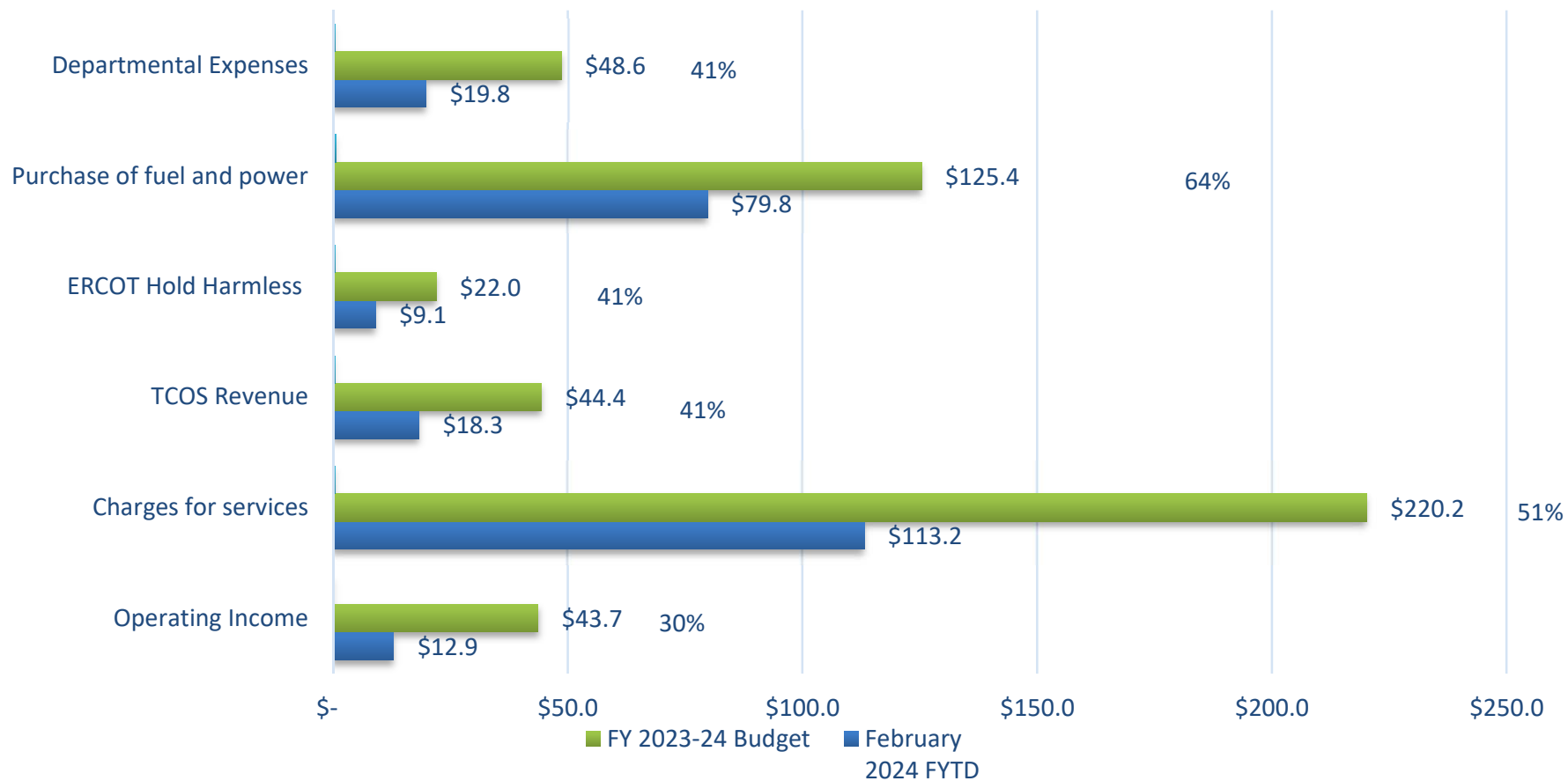
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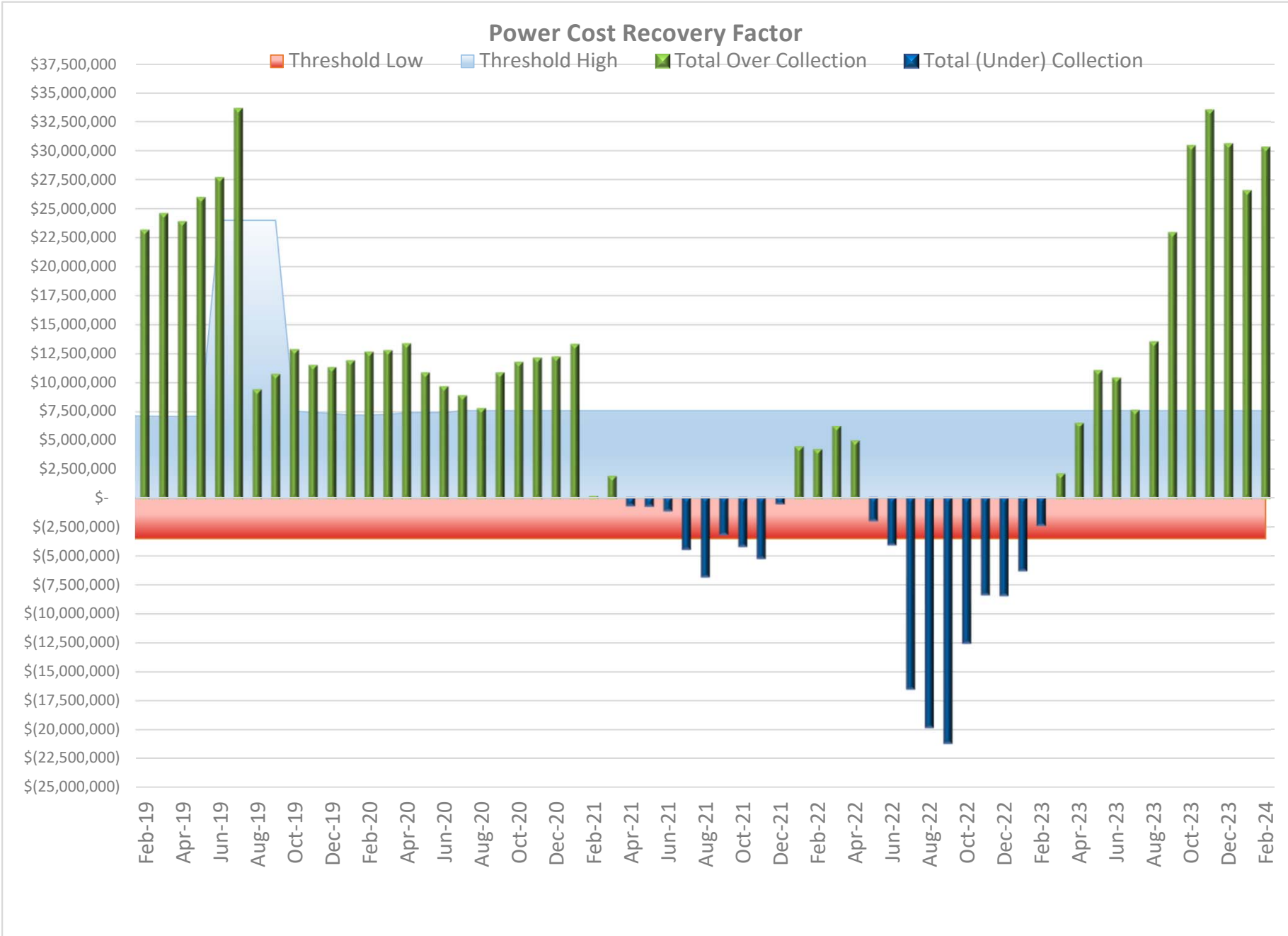
Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 668,830	\$ 51,551	\$ 1,630,482	69.36
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
92331 Fiber optic Communications	2,600,000	913,456	113,509	1,573,035	60.50
92484 Substation Upgrades	4,350,000	3,147,475	949,434	253,091	5.82
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92608 Red Raider Substation Distribution Feeders	4,740,000	4,435,591	38,440	265,969	5.61
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47
92680 Substation Capacity Upgrade - Northeast	9,505,000	4,186,445	3,834,777	1,483,778	15.61
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	3,500,000	3,500,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	-	-	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	15,733,202	907,925	1,913,438	10.31
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,757,602	134,970	177,428	2.51
92728 Substation Capacity Upgrade - Thompson	4,740,000	3,792,425	64,053	883,522	18.64
92729 Substation Capacity Upgrade - Vicksburg	12,417,891	11,874,908	12,729	530,254	4.27
92730 Cooke Facility Remodel	-	-	-	-	-
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,139,093	16,848	151,950	3.53
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	62,157	2,976,026	47.94
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92735 FY 2021-22 Vehicles and Equipment	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	22,089	-	1,632,184	98.66
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92792 FY 2022-23 Vehicles & Equipment	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	-	-	-	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92841 FY 2023-24 Vehicles & Equipment	-	-	-	-	-
	\$ 103,817,148	\$ 83,611,406	\$ 6,186,393	\$ 14,019,349	13.50

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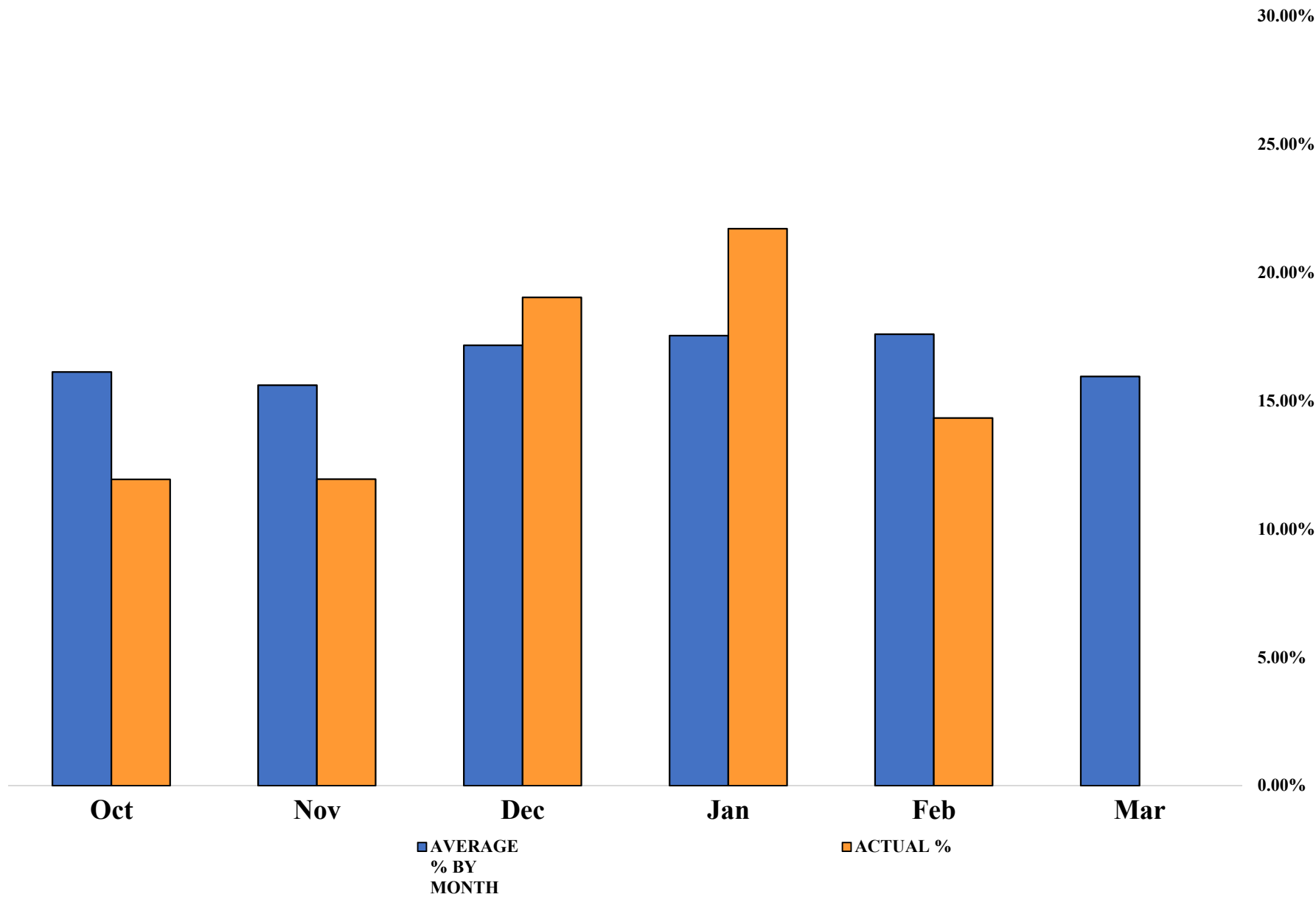
Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	680,000	276,574	74,739	328,687	48.34
8688 Smart Meter Texas Integration	1,574,520	-	-	1,574,520	100.00
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	850,000	-	-	850,000	100.00
92537 GIS Software Upgrades and Interfaces	1,220,000	406,864	379,220	433,916	35.57
92605 Operations System Upgrades	1,765,000	467,372	1,245,773	51,855	2.94
92608 Red Raider Substation Distribution Feeders	-	-	-	-	-
92634 LP&L - GIS Office Renovations	-	-	-	-	-
92680 Substation Capacity Upgrade - Northeast	-	-	-	-	-
92681 ERCOT Conversion Work	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,041,303	-	502,197	32.54
92684 FY 2020-24 Distribution Transformers	12,875,000	5,361,180	1,350,978	6,162,842	47.87
92685 FY 2020-24 Distribution System Upgrade	12,050,000	8,614,535	28,950	3,406,516	28.27
92686 FY 2020-24 Overhead Lines	9,220,500	7,672,519	3,816	1,544,165	16.75
92687 FY 2020-24 Street Lights	4,282,100	3,667,419	-	614,681	14.35
92688 FY 2020-24 Underground Distribution	12,117,000	10,860,163	20,520	1,236,317	10.20
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	1,380,209	4,997,590	687,201	9.73
92693 Distribution System Upgrade-Improvements-Expansion	-	-	-	-	-
92695 Downtown Facility Upgrades	860,000	372,114	344,866	143,020	16.63
92727 Substation Capacity Upgrade - Co-op	-	-	-	-	-
92728 Substation Capacity Upgrade - Thompson	-	-	-	-	-
92729 Substation Capacity Upgrade - Vicksburg	-	-	-	-	-
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73
92731 Yellowhouse Substation Capacity upgrade	-	-	-	-	-
92732 McDonald Substation Capacity upgrade	-	-	-	-	-
92733 DNV-GL Cascade Upgrades	250,000	114,228	135,000	772	0.31
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27
92735 FY 2021-22 Vehicles and Equipment	2,625,000	1,884,073	542,000	198,927	7.58
92788 4kV Distribution Conversion	3,125,000	-	-	3,125,000	100.00
92789 NERC Security for Substation	100,000	22	-	99,978	99.98
92790 Security Upgrade for Hill Building	110,000	-	-	110,000	100.00
92791 UCSC Expansion	138,000	-	-	138,000	100.00
92792 FY 2022-23 Vehicles & Equipment	3,715,000	1,824,594	1,609,337	281,069	7.57
92829 Work Order System	2,000,000	-	-	2,000,000	100.00
92834 Substation Capacity Upgrade - Erksine	3,270,000	-	-	3,270,000	100.00
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00
92840 Spare Autotransformer	500,000	-	-	500,000	100.00
92841 FY 2023-24 Vehicles & Equipment	2,560,000	208	2,445,971	113,821	4.45
	\$ 85,545,866	\$ 44,290,375	\$ 13,183,259	\$ 28,072,232	32.82

Budget vs Actuals (in millions)





FY 2023-24 Purchased Power Monthly Analysis



7141-23-ELD LP&L Supplier Agreement for Electric Utility Equipment
2024- March Orders

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21404102	KBS Electrical Distributors, Inc.	3/11/2024	\$11,400.00	15KV 4-Way Switchgear Pad	92688
21404102	KBS Electrical Distributors, Inc.	3/11/2024	\$9,120.00	15KV 4-Way Switchgear Roof	92688
21113427	Anixter Inc.	3/11/2024	\$12,060.00	FUSE KLK-30 10 PER BOX	Warehouse
21113427	Anixter Inc.	3/11/2024	\$25,000.00	8' Air Switch 45' CL 2 WOOD POLE-CREOSOTE	Warehouse
21113427	Anixter Inc.	3/11/2024	\$26,103.00	TREATED #4 TRIPLEX IN 500'	Warehouse
21113427	Anixter Inc.	3/11/2024	\$4,800.00	CO 4/0 AWG 25KV FULL CON.	Warehouse
21113427	Anixter Inc.	3/11/2024	\$39,825.00	NEUTRAL 25KV RATED	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$17,735.00	ELBOW	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$12,880.00	10FT CROSS ARM 8FT DOUBLE DEAD END ASSEMBLIES	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$14,400.00	LARGE- BREAKAWAY BASE	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$9,388.80	POLE STABILIZER	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$19,400.00	500 MCM 600 VCU WIRE INSULATED IN 1000FT REELS	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$40,620.00	Residential Strt. Lght T. III Faulted Circuit	Warehouse
21113428	KBS Electrical Distributors, Inc.	3/11/2024	\$6,909.00	Indicator	Warehouse
21113471	Techline Inc.	3/19/2024	\$7,020.00	25KV DISCONNECT SWITCH	Warehouse
21113471	Techline Inc.	3/19/2024	\$4,914.00	500MCM MULTIBAR URD CONNECTOR	Warehouse
21113471	Techline Inc.	3/19/2024	\$47,000.00	#1/OAL. 15KV OUT OF PIPE	Warehouse
21113472	Anixter Inc.	3/19/2024	\$5,764.40	LARGE J-BOX PEDESTAL BURDY URD 2065	Warehouse
21113472	Anixter Inc.	3/19/2024	\$17,424.00	4" RIGID CONDUIT W/CP UOM=10FT THD BOTH ENDS	Warehouse
21113472	Anixter Inc.	3/19/2024	\$8,826.60	2" RIGID CONDUIT UOM=10 FT THD BOTH ENDS	Warehouse
21113472	Anixter Inc.	3/19/2024	\$46,900.00	1/0 AWG 25KV ALUMINUM	Warehouse
21113473	KBS Electrical Distributors, Inc.	3/19/2024	\$7,728.00	4/0 MULTIBAR	Warehouse
21113473	KBS Electrical Distributors, Inc.	3/19/2024	\$35,420.00	LOOP POLE 45 LOOP LIGHT ARM -	Warehouse
21113473	KBS Electrical Distributors, Inc.	3/19/2024	\$7,480.80	10 FT	Warehouse
21404109	KBS Electrical Distributors, Inc.	3/19/2024	\$10,368.00	12' PUP I X-ARMS 50FT CL 2 CREOSOTE-	92686
21113484	Anixter Inc.	3/22/2024	\$88,450.00	TREATED POLE REPAIR LB ELB.	Warehouse
21113484	Anixter Inc.	3/22/2024	\$8,480.16	200A 1/0 25KV REPAIR LB ELB.	Warehouse
21113484	Anixter Inc.	3/22/2024	\$7,840.08	200A 4/0 15KV RAPAIR LB ELB.	Warehouse
21113484	Anixter Inc.	3/22/2024	\$8,480.16	200A 4/0 25KV REPLACEMENT LB ELB. 1/0 200A	Warehouse
21113484	Anixter Inc.	3/22/2024	\$10,400.16	25KV REPLACEMENT LB ELB. 4/0 200A	Warehouse
21113484	Anixter Inc.	3/22/2024	\$9,760.08	15KV REPLACEMENT LB ELB. 4/0 200A	Warehouse
21113484	Anixter Inc.	3/22/2024	\$10,400.16	25KV REPAIR LB ELB.	Warehouse
21113485	Techline Inc.	3/22/2024	\$6,752.40	200A 1/0 15KV REPLACEMENT LB ELB. 1/0 200A	Warehouse
21113485	Techline Inc.	3/22/2024	\$7,800.00	15KV 10FT DOUBLE DEAD END ASSEMBLIES	Warehouse
21113491	Techline Inc.	3/27/2024	\$10,950.00	55FT CL 2 CREOSOTE-	Warehouse
21113492	KBS Electrical Distributors, Inc.	3/27/2024	\$24,015.00	TREATED POLE	Warehouse
21113493	Anixter Inc.	3/27/2024	\$9,387.84	POLE STABILIZER	Warehouse

Extended Cost to Receive \$660,412.64



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 16, 2024

Summary:

Consider a resolution authorizing the approval of a second amendment to the existing Professional Services Agreement (PSA) with Black & Veatch Corporation, to extend the term of the agreement and increase the not-to-exceed amount to facilitate current and upcoming projects.

Background/Discussion:

The original PSA was executed on April 20, 2021. Since that time, Black & Veatch Corporation has provided engineering services for projects required to upgrade, improve, and expand the LP&L power system in preparation for, and after, the transition to the Electric Reliability Council of Texas (ERCOT). The services provided include project management, engineering design, environmental permitting, and procurement support.

The first amendment to the PSA was approved on April 19, 2023, to extend the original PSA by twelve (12) months with no change to the not-to-exceed amount.

This second amendment will extend the term of this agreement by two (2) years from April 20, 2024, to April 20, 2026, and increase the not-to-exceed amount by \$730,000.00, from \$3,000,000.00 to \$3,730,000.00, to facilitate current and upcoming projects. Included in the contract is a non-appropriations clause since the contract term extends over multiple fiscal years.

Fiscal Impact:

This PSA will be funded from various capital projects as the need arises over the remainder of the agreement term.

Recommendation:

Staff recommends approval of a second amendment to the existing PSA to **Black & Veatch Corporation, of Overland Park, Kansas**, to extend the current contract term by two (2) years from April 20, 2024, to April 20, 2026 and increase the not-to-exceed amount by **\$730,000.00**, from **\$3,000,000.00** to **\$3,730,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L and Engineer entered into Professional Services Contract (the “Original Agreement”), on or about April 20, 2021, Resolution No. EUB 2021-R0032, wherein Black and Veatch agreed to perform professional engineering services as directed by LP&L (“Services”);

WHEREAS, LP&L and Black and Veatch executed the First Extension to Extend Term effective April 19, 2023, to amend the Original Agreement to provide for an additional year of services and to incorporate clauses required by changes in Texas law, which did not increase the Not to Exceed (NTE) amount and was approved by the Director of Electric Utilities; and;

WHEREAS, LP&L desires to extend the Original Agreement, as amended and to increase the Not-to-Exceed (NTE) amount to cover future costs;

WHEREAS, LP&L and Black and Veatch now desire to amend the Original Agreement, as amended, to address such matters; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Chief Administrative Officer or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally owned electric utility of Lubbock, Texas, a Second Amendment to Professional Services Agreement, by and between LP&L and Black and Veatch Corporation, as attached hereto and incorporated herein.

Passed by the Electric Utility Board this 16th day of April, 2024.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer,

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement (“Amendment”), is entered into and effective the 16th day of April, 2024, by and between the City of Lubbock, Texas, acting by and through Lubbock Power & Light (“LP&L”), and Black and Veatch Corporation, a Delaware Corporation, authorized to conduct business in Texas (“Engineer”).

WITNESSETH

WHEREAS, LP&L and Engineer entered into Professional Services Contract (the “Original Agreement”), on or about April 20, 2021, Resolution No. EUB 2021-R0032, wherein Engineer agreed to perform professional engineering services as directed by LP&L (“Services”);

WHEREAS, LP&L and Engineer executed the First Extension to Extend Term effective April 19, 2023, to amend the Original Agreement to provide for an additional year of services and to incorporate clauses required by changes in Texas law, which did not increase the Not to Exceed (NTE) amount and was approved by the Director of Electric Utilities; and,

WHEREAS, LP&L desires to extend the Original Agreement, as amended and to increase the Not-to-Exceed (NTE) amount to cover future costs;

WHEREAS, LP&L and ENGINEER now desire to enter into this Second Amendment providing for such matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and ENGINEER hereby further amend the Original Agreement, as amended, as follows:

1. Article I is deleted and replaced with the following as Article I of the Original Agreement, as amended:

“The term of this Contract commences on the Effective Date of April 16, 2024 and continues without interruption for two (2) years. If the ENGINEER or LP&L determines that additional time is required to complete the Services, the Director of Electric Utilities or his or her designee may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional twelve (12) months of time as long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of consideration must be approved by LP&L, acting by and through the Electric Utility Board.”

2. Article II Section D is hereby deleted in its entirety, and replaced with the following as Article II Section D of the Original Agreement, as amended:

“ENGINEER shall receive as consideration to be paid for the performance of the Services on a time and materials basis, as set forth in each Task Authorization and invoiced as the Services are performed. LP&L shall pay all undisputed amounts to ENGINEER within thirty (30) days of receipt of an invoice for services rendered. The total compensation to be paid to the ENGINEER hereunder shall not exceed the sum of Three Million Seven Hundred Thirty Thousand and No/100 Dollars (\$3,730,000.00).

3. Exhibit B is hereby deleted in its entirety and replaced with Exhibit B attached to this Second Amendment.

4. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the parties have executed this Second Amendment by their duly authorized representatives effective as of the date first written above.

City of Lubbock, acting through
Lubbock Power & Light

Joel Ivy, Chief Administration Officer


APPROVED AS TO CONTENT:

Blair McGinnis, Chief Operating Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Black and Veatch Corporation.

By:  _____

Name: Christopher C. Hueste

Title: AVP, Project Director

EXHIBIT B
PROTECTED CONFIDENTIAL
INFORMATION



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 16, 2024

Summary:

Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement (PSA) dated effective May 21, 2024, by and between the City of Lubbock, acting by and through LP&L, and Schneider Electric Smart Grid Solutions, LLC, for continued support, maintenance, and enhancement of LP&L's Geographic Information System (GIS) software applications.

Background/Discussion:

The LP&L GIS is the data backbone of the LP&L electric distribution system. In March 2017, the Electric Utility Board approved the ArcFM GIS project and the ArcFM suite of applications was implemented. With more than 20 editors and 80+ viewers, these applications include ArcFM, Designer, and ArcFM Web. Customizations have been developed and implemented to maximize the effectiveness of the software and to integrate it with other LP&L systems. In order for the GIS software to stay current, annual maintenance costs and periodic upgrades from Schneider Electric are required. As staff skill sets have advanced, more users are utilizing the system to enhance their productivity and the implementation of additional related software applications will result in a more efficient, responsive, and safer workforce.

This agreement has a not-to-exceed amount of \$1,618,707.00 with an initial term of 4 years. An anticipated amount of \$284,400.00 is expected to be spent in FY 2023-24.

Fiscal Impact:

Funding is available in **CIP 92537 (GIS Software Solution)** and cost center **7416 (GIS)** for this purpose.

Recommendation:

Staff recommends approving the resolution for the PSA to **Schneider Electric Smart Grid Solutions, LLC**, for a not-to-exceed amount of **\$1,618,707.00** and an initial term of 4 years or such alternative action as the Electric Utility Board may deem appropriate. Of the total amount, \$813,000.00 is related to CIP 92537, and \$805,707.00 is related to cost center 7416.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L desires to enter into a Professional Services Agreement with Schneider Electric Smart Grid Solutions, LLC (“Schneider”) wherein Schneider will provide services and software related to the licensing and maintenance of the ArcFM Software Solution; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the LP&L Chief Administrative Officer or his designee, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, this Professional Services Agreement, by and between LP&L and Schneider Electric Smart Grid Solutions, LLC, as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 16th day of April, 2024.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel



Professional Services Agreement

This Professional Services Agreement ("Agreement") made effective on the 21st day of May, 2024 ("Effective Date") by and between Lubbock Power & Light, ("LP&L") by and through the City of Lubbock ("Client") and Schneider Electric Smart Grid Solutions, LLC, a limited liability company organized under the laws of Delaware ("Contractor"), and collectively the "Parties" and individually, "Party" with reference to the following:

WHEREAS, Client requires Contractor to perform certain professional Services as defined in each applicable Task Order to this Agreement; and

WHEREAS, Contractor has the expertise necessary to perform such Services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises the Parties hereby agree as follows:

Article 1 – Scope of Agreement

This Agreement establishes the framework in order to enable Contractor to provide professional Services to Client and its Affiliates. "Services" means work described in an applicable Task Order/Statement of Work ("SOW") that is agreed upon by both Parties in the format set forth in Attachment A. The Parties agree that the terms of this Agreement will govern all purchases by Client of Services unless otherwise agreed by the Parties in writing. Pre-printed terms contained in any Client purchase order shall not apply to any of the Services provided under this Agreement

"Affiliate" means any corporation or other entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party. A corporation or other entity shall be deemed to control another corporation or entity if it, directly or indirectly, owns more than fifty (50%) percent of the voting shares or other interest, or has the power to elect more than half the directors or representatives of such other corporation or entity.

Article 2 – Responsibilities of Contractor

- a. **Professional Standards.** Contractor shall perform all Services and provide all products as specified in this Agreement and the applicable Task Order. In performing the specified Services, Contractor shall follow practices consistent with the professional and technical standards in the industry.
- b. **Staffing.** Contractor will furnish Services in the amount necessary to complete the work promptly and effectively and shall be responsible for the supervision and direction of the work by its employees. For each Task Order, Contractor shall identify a designated project manager, who shall be empowered to act for the Contractor in accordance with this Agreement in all matters relating to the technical administration and staffing matters relating to the Services as defined in the Scope of Work set forth in each Task Order.
- c. **Change in Key Contractor Staff.** Should Contractor's project manager be unable to complete his/her responsibility for any reason, Contractor will provide replacement personnel of equal qualifications, education and experience. Contractor will be responsible to bear any relocation, training, and expenses associated with providing such

Professional Services Agreement

replacement personnel including the time necessary for such personnel to become familiar with the Services already performed.

Article 3 – Independent Contractor

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between Client and Contractor. Contractor is an independent contractor and not an employee of Client, or any of its subsidiaries or Affiliates. The consideration set forth in a Task Order or SOW shall be the sole consideration due to Contractor for the Services rendered hereunder.

Article 4 – Responsibilities of Client

- a. **Staffing and Project Manager.** Client agrees that its officers and employees will cooperate with Contractor in the performance of Services under this Agreement and will be available for consultation with Contractor at such reasonable times as do not conflict with their other responsibilities. In each Task Order, Client shall identify its designated Project Manager, who shall be empowered to act for the Client in accordance with this Agreement and shall have sole discretion to review the quality, acceptability and fitness of Services performed and items provided by the Contractor.
- b. **Change in Key Client Staff.** Should Client's Project Manager be unable to complete his/her responsibility for any reason, Client will provide replacement personnel of equal qualifications, education and experience. Client will be responsible to bear any relocation, training, and expenses associated with providing such replacement personnel including the time necessary for such personnel to become familiar with the Services already performed.
- c. **Data, Resources and Facilities.** Upon request by Contractor, Client, without charge, will reasonably furnish or make available for examination or use any data and/or Client resources that is necessary for Contractor to complete the Services subject to applicable laws and regulations.

Client shall also provide Contractor sufficient access to the hardware and software system(s) required for the performance of the Services. Remote access to Client's systems may also be required and such access may be provided through an external connection such as Citrix, VNC (Virtual Network Connection), VPN (Virtual Private Network), or PCAnywhere. If Client is not able to provide access via an external connection, then Client may be required to supply additional hardware and equipment.

- d. **Specification of Deliverables.** The specifications of deliverables described in each Task Order are intended as precise guidance as to the conduct within a project. However, the Client realizes that different combinations of work practice, updated technological approaches, and modern equipment can potentially yield a final product of accuracy and quality equal to that proposed in each Task Order.
- e. **Backup and Recovery.** During the entire course of the project, Client will be responsible for backup/recovery of all onsite project related digital data, materials and databases.

Contractor will be responsible for backup/recovery of all project related data housed on Contractor computer systems.

Article 5 - Acceptance

- a. **Deliverable Review.** All deliverables as defined in each SOW ("Deliverable(s)") shall be submitted to Client for review and categorization as detailed in Article 5(c) below. Client shall have fifteen (15) business days to categorize the Deliverables and Contractor shall be notified in writing of any delays in the review period. Should Client fail to notify Contractor in writing within fifteen (15) business days, the Deliverables shall be deemed accepted.
- b. **Compliance.** All reviews will be performed on the basis of work correctness and compliance with the Agreement. Client reserves the right to return for correction within the review period any Deliverables that are in error or have not been prepared within the specifications set forth in the applicable SOW.
- c. **Classification of Deliverables.** After review, Deliverables shall be classified as follows:
 - (i) **DELIVERABLE ACCEPTED**, shall be defined as a Deliverable conforming to the SOW or meeting the specifications, with no more than minor and/or isolated exceptions or nonconformities. In such case Client will take responsibility for any necessary corrections.
 - (ii) **DELIVERABLE ACCEPTED WITH REWORK**, shall be defined as a Deliverable essentially conforming to its specification, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Contractor. Contractor shall re-edit the work for the indicated errors and resubmit within 30 days. Client will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either ACCEPTED or REJECTED.
 - (iii) **DELIVERABLE REJECTED**, shall be defined as a Deliverable failing to conform to the SOW or to meet specification in ways that indicate that major improvements in procedure are needed to avoid recurrence. Contractor shall rework the Deliverable and resubmit to Client within 30 days, at which time the Client will rerun its acceptance check and reclassify the work.
- d. **Client Delays.** Client must exercise due diligence and shall ensure that factors beyond the control of Contractor, such as Client delays and failure to fulfill Client responsibilities, will not interfere with Contractor's ability to complete the Services. Client shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the SOW, and both Parties will mutually determine required modifications to this Agreement, which must be reflected in writing.

Professional Services Agreement

- e. **Final Acceptance and Certification.** At the conclusion of project acceptance, as classified by the Client, Contractor will request that Client sign a final acceptance certificate and Client shall have fifteen (15) business days to sign off on the final acceptance certificate. Should Client fail to notify Contractor of their acceptance in writing within fifteen (15) business days of receiving the final acceptance certificate, all of the Deliverables shall be deemed accepted. In addition, should Client use any of the Deliverables in a Production Environment prior to receipt of an acceptance certificate, such use shall constitute deemed acceptance on part of Client. A "Production Environment" is defined as a computer system consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live GIS and Engineering business operations.

Article 6 – Changes to the SOW

Client may at any time request additions, modifications or deletions to the SOW set forth in each Task Order. If such changes cause an increase or decrease in the cost of, or time required for, performance of the Services, an equitable adjustment shall be made in the fixed fee, and the Task Order shall be modified in writing accordingly, using the form provided in Attachment B. Project members may discuss or make arrangements for changes in the SOW, but any verbal or written communication between or among Client and Contractor project personnel shall not be construed as a modification to the conditions of the Agreement unless a formal modification is executed using the scope change order form provided.

Article 7 – Compensation and Invoices

- a. **Fixed Fee for Tasks.** Client shall pay Contractor the fixed fee for each task performed as outlined in the applicable Task Order. If changes in the schedule are made by consent of both Parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, Contractor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, Contractor will submit sufficient documentation to assure the Client that Contractor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Contractor's responsibility to correct any errors in compensated work tasks. The maximum amount that Contractor may be paid for each task, unless otherwise provided by written authorization from Client, shall be as specified in the Task Order.
- b. **Milestone Payments and Out-of-Pocket Expenses.** Each Milestone payment amount, if applicable in Section 7a above, includes the labor plus any out-of-pocket expenses. The Contractor will submit an invoice and Milestone Acceptance Form (Attachment C, attached hereto and made a part hereof), identifying the Milestone delivered, and the expected amount. The Client will have 15 business days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of Client to reject the Milestone within 15 business days will constitute acceptance. Invoice terms are 30 days net, following receipt of invoice. The Contractor will provide bank wiring instructions for wire transfer. Any invoices that are past due are subject to Tex. Gov't Code § 2251.001, et seq.

- c. Exclusive of Shipping, Handling, and Taxes. Services, products, and data provided under this Agreement are quoted exclusive of all state, local, and other taxes or other charges (other than income taxes payable by Contractor), if any, Contractor acknowledging that Client is a tax exempt entity. In the event such taxes and/or charges become applicable to Contractor's Services, products, or data, Client shall pay any such applicable tax upon receipt of written notice that is due.
- d. Notwithstanding anything to the contrary herein, in no event shall the compensation payable hereunder (inclusive of expense reimbursement) exceed the sum of one million six-hundred eighteen thousand seven hundred seven and NO/Dollars (\$1,618,707.00).

Article 8 – Indemnification

- a. General Indemnity. Each Party (the "Indemnifying Party") agrees to indemnify the other Party (the "Indemnified Party"), its officers, directors and employees from and against any and all third Party claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities to the extent resulting from the Indemnifying Party's gross negligence or willful misconduct arising from or related to the performance of the work pursuant to this Agreement. It is the intent of this Agreement that each Party to this contract shall bear the risk of and liability for its own actions arising from or related to the performance of the work pursuant to this Agreement. Client shall continue to have any other remedies available at law, subject to the limits of liability set out herein.
- b. Copyright and Intellectual Property Rights. Contractor will indemnify and defend, at its expense, any action or proceeding brought against Client by a third Party to the extent that it is based on or related to a claim that any part of the Deliverables provided, or their use under this Agreement, infringes any copyrights, trademarks, patents or other intellectual property right in Canada or United States ("Claim"). Client shall promptly notify Contractor in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Contractor will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Contractor has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. In the event that a final injunction is obtained against Client's use of any part of the Deliverables by reason of infringement of a foregoing proprietary right, or if in Contractor's opinion the Deliverables is likely to become the subject of a claim for such infringement, Contractor shall at its option and expense, either:
 - (i) procure for Client the right to continue using such portion of the Deliverables; or
 - (ii) replace such portion of the Deliverables with a non-infringing and non-misappropriating functional equivalent satisfactory to Client or
 - (iii) modify such portion of the Deliverables in a way satisfactory to Client so that it becomes non-infringing and non-misappropriating.

Contractor will have no indemnification obligations under this section with regard to any Claim that is based upon (a) a modification of the Deliverables made by Client (other than

Professional Services Agreement

at Contractor's written direction); (b) use of the Deliverables in combination with products, data or business methods not provided by Contractor, if the infringement or misappropriation would not have occurred without the combined use; (c) use of any release of the Deliverables if, as of the date of a Claim or threatened Claim, the infringement or misappropriation would not have occurred through use of a more recent release of the Deliverables; (d) any use of the Deliverables by Client other than for Client's internal use; (e) use by Client after notice by Contractor to discontinue use of all or a portion of the Deliverables.

- c. Data for Work Execution. It is understood among the Parties that the Contractor is relying solely upon information, data, records, documentation, and maps already in existence and copy made available through public record or confidential sources by the Client to the Contractor with which to perform its obligation under this Agreement, and that the resulting work product is informational only and may not be relied on as a substitute for documents of records.

Article 9 – Limitation of Liability

CONTRACTOR'S LIABILITY, INCLUDING THE LIABILITY OF ANY SUBCONTRACTORS OR AFFILIATES, TO CLIENT IN CONTRACT TORT, STRICT LIABILITY OR OTHERWISE REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, IS LIMITED TO AMOUNTS PAID BY CLIENT UNDER THE STATEMENT OF WORK WHICH IS THE BASIS FOR THE LIABILITY. EXCEPT AS PROVIDED BY LAW, IN NO EVENT WILL CONTRACTOR, OR ANY SUBCONTRACTOR OR AFFILIATE, BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY HAVE ENTERED INTO THIS AGREEMENT, INCLUDING THE PRICES HEREIN, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN CONTRACTOR AND CLIENT. THE LIMITATION OF LIABILITY STATED IN THIS ARTICLE SHALL NOT APPLY TO DAMAGES RESULTING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO TANGIBLE PHYSICAL PROPERTY WHICH RESULTS FROM CONTRACTOR'S OR ANY SUBCONTRACTOR'S OR AFFILIATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Article 10 – Insurance

Contractor shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, , carried with an insurance company authorized to transact business in the State of Texas and which is rated at least A-VII by A.M. Best Company. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, auto liability, pollution liability, professional liability, employer's liability, cyber liability and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages, and Medical

Professional Services Agreement

Expense (any one person). The policies will be written, subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Auto Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
Professional Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Workers Compensation:	Statutory
Pollution Liability Requirements:	
Per Occurrence Single Limit:	\$500,000.00
General Aggregate Limit:	\$1,000,000.00
Cyber Liability	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00

Contractor is responsible for ensuring that its subcontractors maintain insurance coverage that is usual, reasonable and customary for the services provided by such subcontractors to ensure that Contractor can meet its requirements and obligations under this Agreement.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage of these policies.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice for non-payment. If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Contractor shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract. The provisions of this Article 10 shall survive the termination or expiration of this Agreement.

Notwithstanding anything contained herein to the contrary, all insurance required herein shall be maintained at Contractor's sole cost and expense.

Article 11 – Confidential Information

- a. **Obligations.** During the term of this Agreement, with respect to such Confidential Information disclosed by the Disclosing Party, the Receiving Party shall (a) use the Confidential Information only in accordance with the terms and conditions of this Agreement and as related to the provision of the Services; (b) hold the Disclosing Party's Confidential Information in confidence and protect it with the same degree of care it utilizes to protect its own Confidential Information, but in no event less than reasonable care; and (c) only disclose the Confidential Information to its employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years from termination or

Professional Services Agreement

expiration of this Agreement. "Confidential Information" means all information disclosed by either Contractor or Client ("Disclosing Party") to the other Party ("Receiving Party") during the term of this Agreement that is (i) is marked as confidential at the time of disclosure; or, (ii) is unmarked but treated as confidential at the time of disclosure; or, (iii) is disclosed or observed whether inadvertently or not, whether by direct or indirect oral or written communication or mistake to the Receiving Party and the Receiving Party knows or has reason to know such information is confidential, trade secret or proprietary information of the Disclosing Party.

b. Exclusions. Confidential Information will not include information:

- (i) which was in Receiving Party's possession without any obligation of confidentiality prior to the disclosure thereof by Disclosing Party to Receiving Party and was not acquired by Receiving Party directly or indirectly from Disclosing Party;
- (ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Receiving Party;
- (iii) which Receiving Party receives without any obligation of confidentiality from a third Party who is rightfully in possession of such information;
- (iv) which is developed by Receiving Party independently and without reference to any of the Confidential Information of Disclosing Party;
- (iv) which Receiving Party is required by law to disclose, including without limitation, disclosures made pursuant to the Texas Public Information Act, Chapter 552 of the Texas Government Code;
- (v) which is disclosed by an elected official of the City of Lubbock; or
- (vi) which is in this Agreement

Both parties acknowledge and agree that disclosure of any Confidential Information may cause irreparable harm by any violation of this Article 11, and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the Disclosing Party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach, without being required to show any actual damage or to post a security or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement.

The Receiving Party shall promptly notify the Disclosing Party of any unauthorized possession, use or knowledge of the Disclosing Party's Confidential Information which becomes known to a responsible officer of the Receiving Party.

Article 12 - Term and Termination

Professional Services Agreement

- a. **Contract In Force.** This Agreement shall continue in force until completion of all Services required of Contractor, unless terminated by Client or Contractor pursuant to the provisions herein, but this Agreement shall in no event extend beyond 48 months from the effective date, unless it shall be so extended by duly authorized written agreement of the Parties.
- b. **Termination For Cause.** This Agreement may be terminated in whole or in part in writing by either Party in the event of substantial failure by the other Party to fulfill its obligations under this Agreement through no fault of the terminating Party. In the event Contractor is in default under this Agreement because of a failure to fulfill any material obligation contained herein, Client shall give written notice to Contractor of such default and in the event the Contractor has not remedied the default as soon as reasonably possible, but no later than thirty (30) calendar days from Contractor's receipt of said notice, the Agreement may be terminated; provided that no such termination may be effected unless the other Party is given: (1) not less than fifteen (15) business days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating Party in order to correct any such default prior to termination.
- c. **Termination for Convenience.** The Agreement may be terminated in whole or in part in writing by Client for its convenience, provided that no such termination may be effected unless Contractor is given: (1) not less than ten (10) business days written notice of intent to terminate, and (2) an opportunity for consultation with Client prior to termination.
- d. **Delivery Following Termination.** Upon receipt of a notice of termination, Contractor shall: (1) promptly discontinue all Services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to Client all finished or unfinished documents and all information which have been accumulated, or prepared by Contractor in performing Services under the Agreement.
- e. **Payment Following Termination.** Contractor shall be paid on a pro rata basis for work completed under this Agreement through the effective date of termination including any associated wind-down expenses incurred by Contractor, all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations.
- f. **Persistence of Property Rights.** Upon any termination of the Agreement, Client may take over the work and prosecute the same to completion by Agreement with another Party or otherwise. The provisions of Article 13, Property Rights, shall apply.
- g. **Suspension of Work.** If, prior to completion, work under this agreement is stopped or suspended by Client, Contractor shall be paid on a pro rata basis for work completed under this Agreement through the effective date of suspension, including any associated wind-down expenses incurred by Contractor, and all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations. In addition, prior to restarting work, both Parties will negotiate a change in scope as provided in Article 6 to address any necessary additions in time or expense to complete the work as a result of the suspension. Suspension of work will not terminate this agreement. All other terms and conditions of this Agreement shall remain

Professional Services Agreement

in force until such time as work is resumed or terminated as provided in this Article, such period of time not to extend beyond ninety (90) days from the issuance of the suspension without the mutual consent of both Parties.

Article 13 – Intellectual Property Rights

- a. **Use of Proprietary Skills, Tools, and Data.** Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the Services described herein. Nothing in this Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.
- b. **License To Use.** Contractor grants to Client, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for Client's internal business purposes. Client shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The Services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of Client, Contractor shall own all right, title, and interest to such Services and Deliverables.
- c. **Excluded Uses.** Client shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of Client's internal business organization the Deliverables.
- d. **Provision Against Derivation of Source Code.** Client shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.
- e. **Retention of Patentable Rights.** Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of Client relating to Contractor's software, Client hereby grants and agrees to grant Contractor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. Client agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by Client's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

- f. Ownership. Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.
- g. Performance of Similar Service. Contractor may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that Client's Confidential Information is not disclosed.

Article 14 – Audit

- a. Inspection. Contractor shall maintain records of performance under this Agreement and make these records available for inspection and audit by Client.
- b. Audit. Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established procedure and guidelines of the reviewing or auditing agency. Contractor shall provide Client at least 30 days' written notice of an audit, which may not be conducted more than once in any 18-month period.
- c. Term. Records maintained under terms of the above shall be maintained and made available during performance of Services under this Agreement and until five years from date of final payment. In addition, those records which relate to any dispute, appeal, litigation, or the settlement of claims arising out of such performance or costs of items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

Article 15 – Covenant Against Contingent Fees

Contractor warrants that no person or company other than Contractor employees have been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; nor has Contractor paid or agreed to pay any person other than Contractor employees, company, corporation, individual, or firm any fee, commission, contribution, donation, percentage, gift, or any other consideration contingent upon or resulting from award of this Agreement. For any breach or violation of this provision, Client shall have the right to terminate this Agreement without liability.

Article 16 – Force Majeure

Neither Party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Any delays beyond the control of either Party shall automatically extend the time schedules as set forth in this Agreement by the period of any such delay.

Article 17 – Governing Law



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The laws of the State of Texas shall govern the interpretation of this Agreement. Venue for any action arising hereunder or related hereto shall lie exclusively in the courts of competent jurisdiction of Lubbock County, Texas.

Article 18 – Assignment

Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Client shall be void provided, however, that claims for compensation due or to become due to Contractor from Client under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

Article 19 – Notice

Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, or mail delivery as follows:

TO CLIENT: Lubbock Power & Light
Attn: Director of Electric Utilities
1314 Ave. K, 5th Floor
Lubbock, Texas 79401

TO CONTRACTOR: Schneider Electric Smart Grid Solutions, LLC
Contracts Department
2620 E. Prospect Rd, Suite 130
Fort Collins, CO 80525

Either Party may change its representative or address above by written notice to the other.

Article 20 – Non-Hire

It is hereby mutually agreed that the Parties will not solicit, hire, or contract with any employee(s) of the other Party's staff who are associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the violating Party.

Article 21 – Warranty Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES

Professional Services Agreement

ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CONTRACTOR, OR ITS VENDORS. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. CLIENT IS RESPONSIBLE FOR THE QUALITY OF DATA AND VERIFYING THE ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

Article 22 – Immigration and Entry Requirements

If this Agreement requires performance of Services in Client's or another country outside the United States, Client shall assist Contractor in obtaining all necessary licenses, permits, authorizations, and passes, including but not limited to professional visit passes and/or employment passes issued by the national immigration agency under the national immigration law of such country, and any other clearances required, in a timely manner to support performance under this Agreement. Contractor's performance is contingent upon the foregoing, and in the event that Contractor is unable to obtain such in a timely manner, or that any of such are later withdrawn, Contractor's performance schedule, and any other necessary terms of this Agreement shall be equitably adjusted.

Article 23 – Waiver

The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

Article 24 - Severability

If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

Article 25 – Survival

The terms and conditions of this Agreement regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

Article 26 – Export Control

The Deliverables provided by Schneider Electric under this Agreement contain or may contain components and/or technologies from the United States of America (“US”), the European Union (“EU”) and/or other nations. Licensee acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as “Deliverables”) under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

Unless applicable export license/s has been obtained from the relevant authority and Schneider Electric has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Licensee also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Schneider Electric from fulfilling any order, or would in Schneider Electric’s judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Schneider Electric shall be excused from all obligations under such order and/or this Agreement.

Article 27 – Disclaimer

Client acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Contractor’s (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Contractor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Contractor’s (or its subcontractors’) employees. Client therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing Contractor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

Article 28 – Cybersecurity

Client’s Obligations for Its Systems: Client is solely responsible for the implementation and maintenance of a comprehensive security program (“Security Program”) that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, “Systems”), including those Systems on which it runs

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the Products or which it uses with the Services, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Client's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Client's Systems, including any data, including through malware, hacking, or similar attacks.

Without limiting the foregoing, Client shall at a minimum:

(a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Client's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Client's Systems;

(b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on SE's security notification webpage at:

<https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp>

or otherwise provided to Client;

(c) regularly monitor its Systems for possible Cyber Threats;

(d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and

(e) meet the recommendations of Contractor's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by SE from time to time, and then-current industry standards.

Purchaser's Use of the Products, Software, and Services: Contractor may release Updates and Patches for its Products, Software, and Services from time to time. Client shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Contractor's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Client understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Client's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Contractor shall not be liable or responsible for any losses or damages that may result.

Identification of Cyber Threats: If Client identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Contractor has not released a Patch, Purchaser shall promptly notify Contractor of such vulnerability or other Cyber Threat(s) via the Contractor's Report a Vulnerability page at:

<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>

and further provide Contractor with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). SE shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Client; provided, however, Contractor shall not publicly disclose Client's name in connection with such use or the Feedback (unless Client consents otherwise).

Article 29 – Compliance

Contractor is committed to the parties conducting business in an ethical manner aligned with Schneider Electric's Trust Charter (Code of Conduct), and it requests that Client review the Trust Charter at Contractor's web site located at:

https://www.se.com/us/en/download/document/SchneiderElectric_TrustCharter/.

In the event Customer has concerns related to ethics, compliance or Contractor's Principles of Responsibility, and/or any potential violations of these policies, Customer is encouraged to make use of Contractor's TrustLine. The TrustLine is Contractor's global helpline for external stakeholders. It is a confidential channel through which Customer can ask questions and raise concerns. Reports can be made using the link below:

<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

Article 30 – Miscellaneous

Non-Boycott of Israel. Contractor hereby warrants that it is in compliance with Chapter 2271.002, Texas Government Code, by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Contract.

Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this Agreement, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

Ownership Representation and Warranty. To the extent Chapter 2275, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0102, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2275.0101, et seq.

Non-Discrimination against Firearm Entities/Trade Associations. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Non-Boycott of Energy Companies. Contractor hereby warrants that it is in compliance with Chapter 2276, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.

Disclosure of Interested Parties. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

Article 31 – Non-Appropriation

All funds for payment by Client under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, Client will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and Client shall not be obligated under this Agreement beyond the Non-Appropriation Date. This Agreement and the Task Orders entered into pursuant to the terms hereof represents the entire understanding of the Parties as to the subject matter herein. No prior oral or written understanding shall be of any effect with regard to these matters. Any change or modification of this Agreement including but not limited to a

Professional Services Agreement

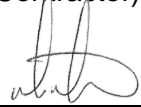
change under Article 4 (Changes to Scope of Work) shall be made only upon duly authorized written consent of both Parties. In the event of a conflict or inconsistency between the terms of this Agreement and a Task Order, the terms of this Agreement shall prevail and control unless specifically provided otherwise in the Task Order.

This Agreement represents the entire understanding of the Parties as to the subject matter herein. No prior oral or written understanding shall be of any effect with regard to these matters. Any change or modification of this Agreement including but not limited to a change under Article 6 (Changes to Scope of Work) shall be made only upon written consent of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written.

Lubbock Power & Light ("LP&L") by and
City of Lubbock
(Client)

Schneider Electric Smart Grid through the
Solutions, LLC
(Contractor)



Signature

Signature

Printed Name

Drew Ditter

Printed Name

Title

Director of Operations

Title

Date

April 3, 2024

Date

**ATTACHMENT A
Sample Task Order**

Professional Services Agreement
Task Order ____

In accordance with the terms and conditions of the Agreement (Contract No. _____/Effective Date of _____) between _____ (Client) and Schneider Electric Smart Grid Solutions, LLC (Contractor), this Task Order authorizes delivery of the Services described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: See attached scope entitled, "_____."
2. Contract Type (FFP or T&M): _____.
3. Total Task Order Value: \$_____ to be paid in accordance with the following milestone schedule.

Milestone #	Task #	Description	Cost
		Total	\$

4. Delivery Schedule or Start/End Date(s) for Each Deliverable: See attached scope of work.
5. Special Considerations: None
6. Contractor Project Manager:
Client Project Manager:

ACCEPTED AND AGREED:

(Client) _____ Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: _____

Signature:

Printed Name: _____

Printed Name:



Professional Services Agreement

Title: _____

Title:

Date: _____

Date: _____



**ATTACHMENT B
Sample Change Order**

CHANGE ORDER #	SE Project Number	ENTERED BY
SUBJECT		ENTRY DATE
DESCRIPTION		
<p>In accordance with the terms and conditions of the _____ between _____ and Schneider Electric Smart Grid Solutions, LLC , both Parties now wish to modify the Scope of Work under Task Order # ___ as follows:</p>		
Total Cost		
Schedule Impact		

ACCEPTED AND AGREED:

(Client)

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: _____

Signature:

Printed Name: _____

Printed Name:

Title: _____

Title:



Professional Services Agreement

Date: _____

Date: _____

**ATTACHMENT C
Sample Milestone Acceptance Form**

Milestone Acceptance Form (MAF)

Project Code – Agreement	Date Milestone Completed	Date MAF Submitted
Milestone/Task Order Number, and Description		
Value		
Total Value:		

Upon signature of this document Client hereby accepts the milestone set forth above. Schneider Electric shall invoice Client for the total value of the above referenced milestone in accordance with the terms and conditions of the Agreement.

Accepted and Agreed:

Schneider Electric Smart Grid Solutions, LLC:

Lubbock Power & Light ("LP&L") by
and through the City of Lubbock::

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Project Manager

Title: _____

Date: _____

Date: _____

SE Smart Grid Solutions Use Only



Professional Services Agreement

DATE INVOICED	INVOICE NUMBER