

**The Electric Utility Board of
Lubbock Power & Light Agenda
March 19, 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;

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 advice and counsel regarding matters identified in Section 4 of this Agenda;
 - (ii) legal issues regarding contract(s), including Purchase Orders, herein listed on the 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
 - (viii) *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 February 20, 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 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.
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.
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.
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.

Consent

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.

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 15th day of March 2024, at 9:00 A.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

February 20, 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
Butch Davis
Dan Wilson
Dr. Solomon Fields
Lewis Harvill

City Staff

Courtney Paz
Jarrett Atkinson
Blu Kostelich
Chad Weaver

City Council

Mayor Tray Payne
Latrelle Joy
Steve Massengale
Christy Martinez-Garcia
Dr. Jennifer Wilson

LP&L Staff

Joel Ivy
Carolyn Shellman
Beatrice Duenez
Blair McGinnis
Joe Jimenez
Kacey Sylvia
Matt Rose
Felix Orta
Chris Sims
Clint Gardner
Michelle Cook
Tom Jennings
Kody Morris
Harvey Hall
Michael Winegeart
Luke Miller
Cody Kirk
Keli Swan

1. Call to Order.

Board Chair, Ms. Gwen Stafford, called the meeting to order at 11:00 a.m.

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

Chair, Ms. Gwen Stafford took a few minutes to recognize contributions by certain City and LP&L staff members. Chair Stafford acknowledged this was Chad Weaver's last

meeting and thanked him for his service. Chair Stafford next acknowledged Keli Swan as the new General Counsel for Lubbock Power and Light with this as her first EUB meeting. Chair Stafford next acknowledged Carolyn Shellman for her hard work as interim General Counsel for Lubbock Power & Light since July 2023. Chair Stafford next recognized Mr. Tom Jennings for his excellent work in preparing the meeting minutes for the Board.

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.

The Chair, Ms. Gwen Stafford, asked the Board for any objections to taking up Item 8 out of order. There were none.

Mr. Harvey Hall introduced Senior Manager for Weaver, Mr. Bryant Sanchez, and gave the Board an overview of the audit procedures. Mr. Sanchez introduced the other members of the team that audited LP&L. Mr. Sanchez discussed the audit process and standards applied during the audit. Mr. Sanchez then presented the results for LP&L, which as a clean and unmodified opinion with no material weaknesses or significant deficiencies. Mr. Sanchez explained that the audit was designed for reasonable assurance to LP&L of the lack of deficiencies and that a written report was forthcoming regarding the internal controls would be issued with this opinion.

Chair Stafford, asked the Board if there were any questions. Hearing none, Chair Stafford asked for a motion to approve the resolution accepting the audit findings. Board member Mr. Eddie Schulz moved to approve the resolution, which was seconded by Board member Mr. Dan Wilson and was approved by a vote of 6-0.

The Board recessed into Executive Session at 11:12 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 12:05 p.m.

7. Approve the minutes from the Regular Electric Utility Board meeting on January 16, 2024 and Special Electric Utility Board Meeting on February 12, 2024.

Chair, Ms. Gwen Stafford, asked for a motion to approve the minutes for the Regular Electric Utility Board Meeting on January 16, 2024, and the Special Electric Utility Board Meeting on February 12, 2024. Mr. Eddie Schulz made the motion to approve, Mr. Butch Davis seconded the motion, which was approved by a vote of 6-0.

8. Consider a resolution accepting the Lubbock Power & Light Annual Financial Report for fiscal year ended September 30, 2022.

This item was taken up out of order before executive session.

9. 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. Joel Ivy gave the Board updates on matters concerning LP&L. Mr. Ivy started by discussing ERCOT’s decision clarifying that neither current nor future customers in the LP&L service territory would ever be subject to uplift charges relating to Winter Storm Uri. Mr. Ivy discussed the upcoming APPA legislative rally in Washington D.C. starting the week of February 26. Mr. Ivy took a moment to acknowledge that with the closure of the shopping window, LP&L and the City of Lubbock were on the edge of completing all of the steps required for entry into ERCOT and congratulated staff and the Board on the achievement. Mr. Ivy went on to discuss and recap the high level points of the LP&L strategic plan as presented at the strategic retreat on February 12, 2024. Mr. Ivy and Board Member Dr. Solomon Fields had a short discussion about plans to celebrate the accomplishment for staff and what that would look like.

10. 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. Matt Rose and Mr. Clint Gardner presented on the results of the Customer Choice Shopping window and the technical aspects of transitioning LP&L customers into the competitive retail market. Mr. Rose discussed the final sign-up figures sharing that 65% of

customers (70,208) signed up with retail electric providers. This was close to the expected/estimates signups at 70% of customers. Mr. Rose said he expected to see changes as the defaulted customers choose during the transition window. Mr. Rose informed the Board that post cards were mailed to customers regarding default status. Mr. Rose also described the efforts and public meetings that occurred over the last year, including 150 public talks, 10 town hall meetings with City Council districts and 4 media hosted town hall events. Mr. Rose thanked Mr. Joel Ivy and Board Member Dr. Solomon Fields for their help in the outreach efforts.

Mr. Clint Gardner presented updated numbers on signups: 78% of customers (83,387) had chosen a provider with 80% of residential customers having selected (74,670) and 60% of non-residential customers having selected (8,717). Mr. Gardner thanked Ashley Busch, Michael Winegeart, Camille Powe, Crystal Brown, Amy Day, and all of their teams for their work on this project. Mr. Gardner informed the Board he felt optimistic about the future of the project and walked the Board through important future dates for the project. Mr. Gardner answered Board questions regarding customer service call volumes and how customer service was handling the call volume. Mr. Gardner expressed concerns to the Board that there were an excessive amount of calls coming into the call center and Customer Service did not have enough phone lines or personnel to effectively field them.

Mr. Matt Rose added that the signups were clustered in the last 48 hours of the shopping window and emphasized to the Board that complaints and the high call volume would have happened no matter how LP&L had proceeded.

Mr. Gardner answered Board questions regarding customer disconnects, telling the Board that all customers would be reconnected for the transition except for those who had been disconnected for safety reasons.

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 December. Ms. Sylvia also summarized information related to the income statements and budget to actuals models for December.

12. Consider a resolution amending three rate schedules in LP&L's System Delivery Rate/Tariff Schedule which became effective October 1, 2023, to suspend Rate Schedules I and K (related to distributed generation delivery service) as these rates will not be functional in the retail market where LP&L does not sell electricity to retail customers, and to amend Rate Schedule P to correct and reduce the Delivery System Charge for street lighting service. The amendments will be effective on March 1, 2024.

Mr. Harvey Hall presented the amendments needed to the Delivery Tariff to the Board. Mr. Hall discussed the necessity to suspend the two distributed generation rates in the tariff that were not representative nor possible to utilize with market conditions and discussed the rate amendment. Mr. Hall further discussed the need to change the streetlight rate from \$0.26824 per kWh to \$0.17490 per kWh.

Chair, Ms. Gwen Stafford asked for a motion to approve the amendment. Board member Mr. Eddie Schulz moved that item be approved, the motion was seconded by Board member Mr. Lewis Harvill and it was approved by a vote of 6-0.

Consent

Chair Gwen Stafford asked if any items should be removed from consent for further discussion, but no requests to do so were made. Board member Lewis Harvill moved that items 13-17 on the consent agenda be approved, the motion was seconded by Board member Mr. Butch Davis and it was approved by a vote of 6-0.

13. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute that certain Seventh Amendment to Professional Services Agreement (PSA) dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc. (TMG) to extend the term of the agreement. There is no change to the Not-to-Exceed amount of \$6,679,126.00.
14. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute that certain Fourth Amendment to Professional Services Agreement (PSA) dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and KUBRA Data Transfer, Ltd. (KUBRA) to enable the Chief Administrative Officer to approve changes to the scope of work, so long as the Not-to-Exceed amount or Term of the Agreement do not change. This Fourth Amendment does not change the Not-to-Exceed amount nor Term of the Agreement.
15. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to award and execute a contract to Nix Electric Co., RFP# 7103-24-ELD, for LP&L Transformer Repair Services - Annual Pricing. Repairs will range from 15 kilovolt-ampere (kVA) to 2,500 kVA pole and pad mounted transformers and will be completed on an as- needed basis. This is covered by Capital Program Budget.
16. Consider a resolution authorizing the Purchasing Manager, or his designee, to approve change order# 5 by and between the City of Lubbock, acting by and through Lubbock Power & Light, and EHV Construction, LLC, for RFP #7147-23 ELD, LP&L Northeast Substation Upgrade. This change order for \$310,104 is for changes in work processes and the schedule due to materials supplied by LP&L arriving later than scheduled because of vendor delays.
17. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Vermeer Texas-Louisiana, Buyboard Contract 684-22. This Buyboard quote for

\$123,417 with an 18 week delivery is for one pothole machine that will be a replacement to LP&L's Fleet as approved in the FY 2023-24 Capital Program budget.

18. Adjourn.

There being no further business to come before the Board, the Chair adjourned the meeting at 12:33 pm.

Prepared by:

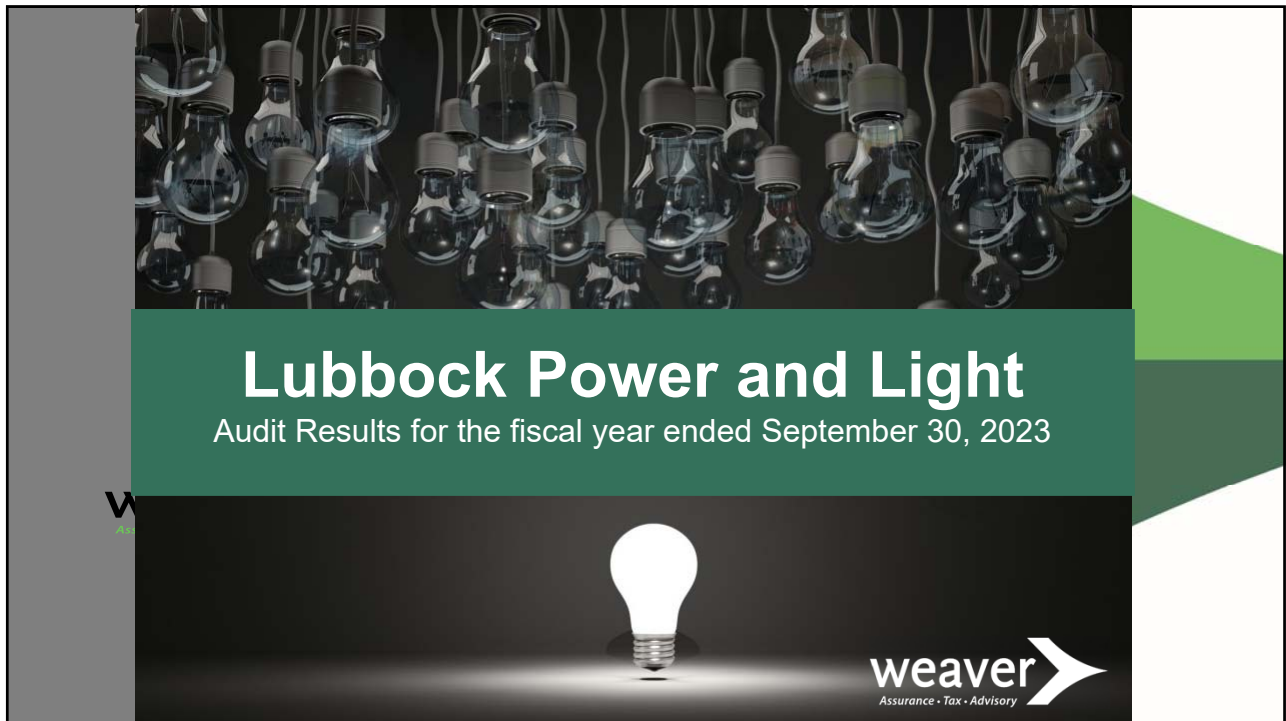
Approved by:

Eddie Schulz, Secretary

Gwen Stafford, Chair



Electric Utility Board Meeting February 20, 2024





Lubbock Power and Light

Audit Results for the fiscal year ended September 30, 2023



Overview



Introduction Audit Process Audit Results and Required Communications Questions

2

Introductions



2

Today's Speaker



Bryant Sanchez, CPA | Sr. Manager, Assurance Services

- Audit engagement senior manager
- Member of the City of Lubbock engagement team since 2018
- 9 years of public accounting experience
- Practice emphasis in auditing cities, school districts, and institutes of higher education
- Serves as a member of several different organizations including the Government Finance Officers Association (GFOA) and the Texas Society of Certified Public Accountants (TXCPA), and the American Institute of Certified Public Accountants (AICPA)

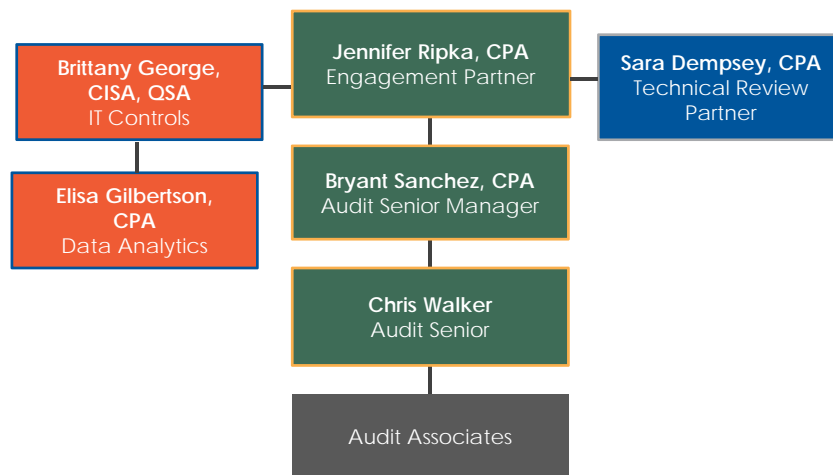


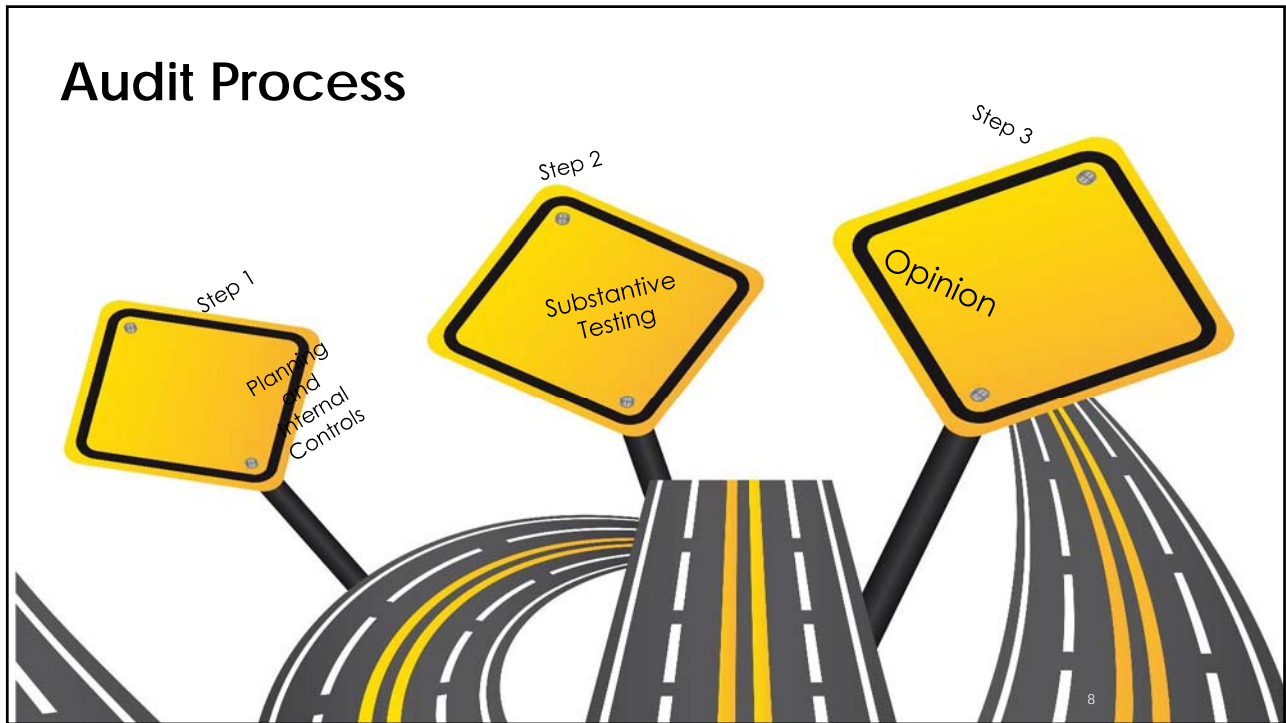
THERE WHEN YOU NEED US.

Remember: Weaver is your auditor all year; we are always available to answer routine questions.



The LP&L Team





Audit Process



Audit Standards — Performed the audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS)



Compliance — Performed tests of LP&L's compliance with certain provisions of laws, regulations, contracts and grant agreements, as applicable.

7

Audit Process



- The audit process was a risk-based approach in which we identified potential areas of risk that could lead to material misstatement of the financial statements. We tailored our audit programs and resources to address these risks.
 - Risk areas identified:
 - Utility billing process, revenues and receivables
 - Capital projects, purchasing, and compliance with bidding procedures
 - Long term debt
 - Payables, accrued liabilities and expenditures
 - Significant audit areas:
 - Cash
 - Investments
 - Capital Assets

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Audit Results: FINANCIAL STATEMENTS



Type of Report Issued:	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NO
Any noted noncompliance material to financial statements?	NO

Required Communications to Those in Charge of Governance



Communication	Results
<p>Auditor’s responsibility under generally accepted auditing standards (GAAS)</p>	<p>The financial statements are the responsibility of LP&L. Our audit was designed in accordance with GAAS in the U.S. and provide for reasonable rather than absolute assurance that the financial statements are free of material misstatement. Our responsibility is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.</p> <p>The audit of the fiscal year 2023 financial statements is near completion and we will issue an unmodified opinion.</p>

Required Communications to Those in Charge of Governance



Communication	Results
<p>Auditor’s responsibility under Government Auditing Standards</p>	<p>In addition to the GAAS responsibilities, we are required to issue a written report on our consideration of internal controls and identify significant deficiencies, including material weaknesses, if any. Our reports do not provide assurance on internal controls. We design our audit to provide reasonable assurance of detecting material misstatements resulting from noncompliance with provisions of contracts or grant agreements that have a direct or material effect on the financial statements. We will issue a written report on the results of these procedures; however, our report will not express an opinion on compliance.</p> <p>No significant deficiencies or material weaknesses noted.</p>

Required Communications to Those in Charge of Governance



Communication	Results
Unusual transactions and the adoption of new accounting principles	<p>The significant accounting policies used by LP&L are described in Note 1 to the financial statements.</p> <p>GASB Statement No. 96, <i>Subscription Based IT Arrangements</i>, was implemented by LP&L during fiscal year 2023. This resulted in a \$1.6M reduction in fiscal year 2022 ending net position.</p> <p>We noted no transactions entered into by LP&L during the year for which there is a lack of authoritative guidance or consensus.</p>

Required Communications to Those in Charge of Governance



Communication	Results
Fraud and illegal acts	No material errors, irregularities, or illegal acts were noted.
Material weakness in internal control	No material weaknesses noted.
Other information contained in documents containing audited financial statements	We performed limited procedures on the required supplementary information. We did not provide any assurance on this information.
Management judgments and accounting estimates	Management's estimates of estimated useful lives for capital assets and allowance for uncollectible accounts receivable were evaluated and determined to be reasonable in relation to the financial statements as a whole.

Required Communications to Those in Charge of Governance



Communication	Results
Difficulties encountered	No difficulties or disagreements arose during the course of our audit.
Management representations	We requested certain representations from management that were included in the management representation letter.
Management consultations	We are not aware of management consulting with other accountants for a second opinion.
Auditor independence	No independence issues noted.

Required Communications to Those in Charge of Governance



Communication	Results
Audit adjustments	Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No audit adjustments to report.
Other material written communications between Weaver and Tidwell, L.L.P., and LP&L	Nothing to note



Contact Us



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Agenda Item #8 LP&L FY 2022-23 Annual Financial Report





Balance Sheet and Cash Flows – December (Page 32-33 and Page 35)

	December 2023	September 2023	Variance		December 2023	December 2023 FYTD
ASSETS						
Current assets:						
Pooled cash and cash equivalents	\$ 123,580,422	\$ 115,486,259	\$ 8,094,163		\$ 21,770,089	\$ 88,214,861
Receivables, net	34,499,971	48,198,085	(13,698,114)	CASH FLOWS FROM OPERATING ACTIVITIES	(14,102,717)	(55,158,604)
Deferred Expenses - PPRF	-	-	-	Receipts from customers	(3,630,398)	(7,185,315)
Other Current Assets	3,621,981	3,936,217	(314,236)	Payments to suppliers	(1,348,592)	(3,407,554)
Total current assets	161,702,374	167,620,561	(5,918,187)	Other receipts (payments)	2,688,392	22,463,387
Noncurrent assets:						
Restricted investments	136,071,435	68,021,315	68,050,120	Net cash provided (used) by operating activities	-	-
Prepaid expenses	811,109	811,109	-	CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES		
	136,882,543	68,832,424	68,050,119	Net cash provided (used) by noncapital and related financing activities	(182,605)	(547,814)
Total capital assets	642,073,832	640,131,751	1,942,081	CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Total noncurrent assets	778,956,375	708,964,175	69,992,200	Net cash provided (used) for capital and related financing activities	65,153,205	51,590,541
Total Assets	\$ 940,658,749	\$ 876,584,736	\$ 64,074,013	CASH FLOWS FROM INVESTING ACTIVITIES		
LIABILITIES						
Current liabilities:						
Accounts payable	\$ 84,882,198	\$ 90,698,146	(5,815,948)	Net cash provided (used) by investing activities	(68,458,458)	(65,411,949)
Deferred Revenues - PPRF/FFE Over Collection	33,154,540	25,182,458	7,972,082	Net increase (decrease) in cash and cash equivalents	(799,566)	8,094,163
Other Current Liabilities	12,943,194	18,138,906	(5,195,712)	Cash and cash equivalents - beginning of period	124,379,988	115,486,259
Bonds payable	20,860,000	17,720,000	3,140,000	Cash and cash equivalents - end of period	123,580,422	123,580,422
Total current liabilities	151,839,932	151,739,510	100,422			
Noncurrent liabilities:						
Total noncurrent liabilities	587,526,957	521,149,251	66,377,706			
Total Liabilities	\$ 739,366,888	\$ 672,888,761	\$ 66,478,127			
NET POSITION						
Total Net Position	\$ 211,465,922	\$ 213,870,034	(2,404,112)			

Financial Ratios

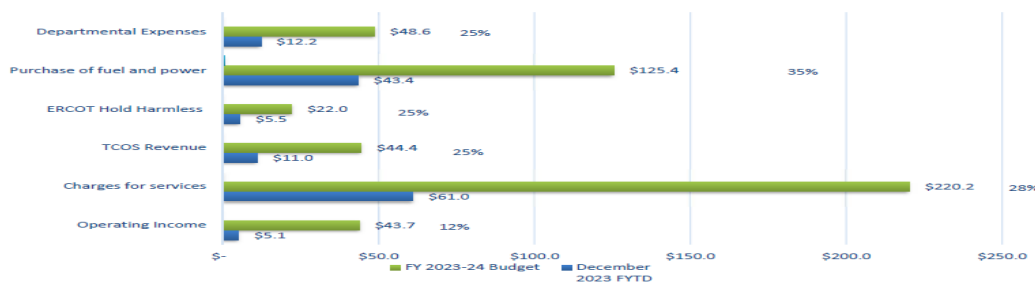
Ratio	1st Qtr 2024	4th Qtr 2023	American Public Power Association Comparison
Debt/Total Assets	60%	56%	50%
Current Ratio	1.06	1.10	2.84
Reserve Requirements	197%	147%	100%

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Income Statement and Budget to Actuals – December (Page 34 and Page 46)

	December 2023	December 2023 Budget	December 2023 FYTD	FY 2023-24 Budget
OPERATING REVENUES				
Charges for services (Over)/under collection	\$ 21,197,111	\$ 18,348,277	\$ 68,618,339	\$ 220,179,327
TCOS Revenue	2,919,537	-	(7,637,386)	-
ERCOT Hold Harmless	3,662,970	3,700,000	10,988,909	44,400,000
Provision for bad debts	(1,822,872)	(1,833,333)	(5,468,686)	(22,000,000)
	(41,948)	(32,251)	43,490	(387,011)
Total Operating Revenues	25,914,797	20,182,693	66,544,665	242,192,316
OPERATING EXPENSES				
Purchase of fuel and power	15,240,308	10,447,986	43,362,402	125,375,830
Other Operating Expenses	5,351,991	4,050,559	12,215,732	48,606,710
Depreciation and amortization	1,913,223	2,042,987	5,880,929	24,515,844
Total Operating Expenses	22,505,522	16,541,532	61,459,063	198,498,384
Operating income	3,409,275	3,641,161	5,085,602	43,693,932







Budget vs Actuals (in millions)



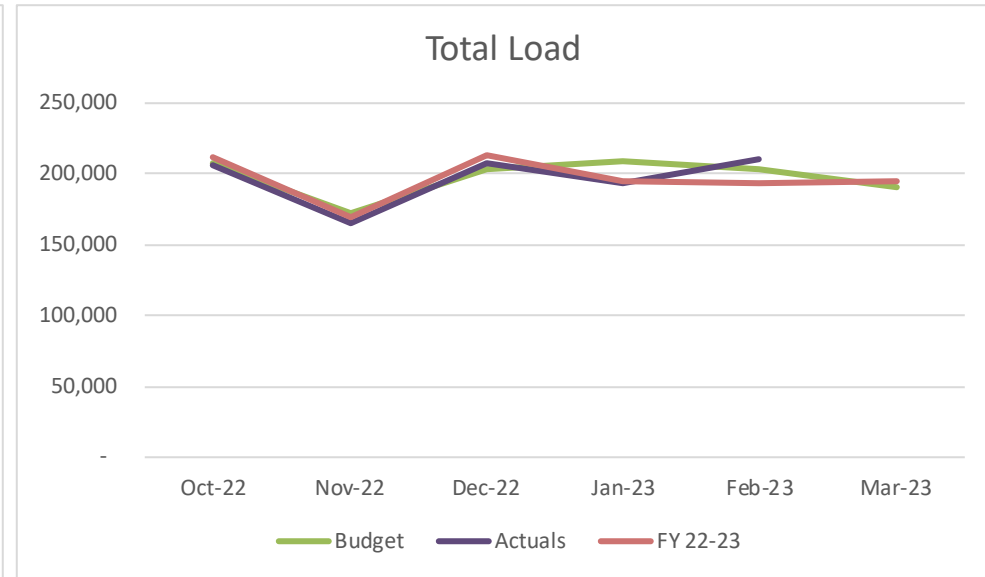
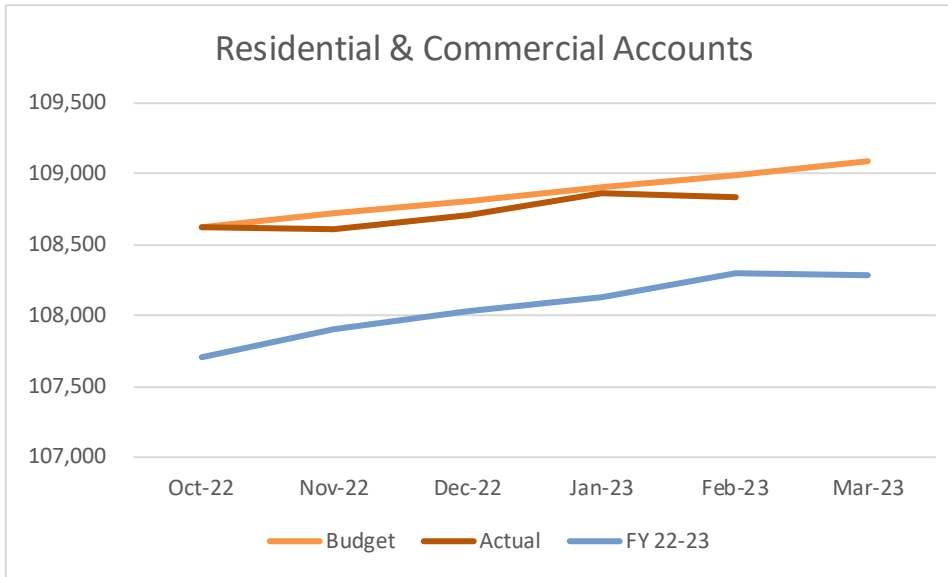
Questions?



Income Statement and Budget to Actuals – January

<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
January	0.812	0.875		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
January	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)
January	90	196		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
1st Quarter	50%	60%		% of Debt to Total Assets. A lower number is better.
Debt Service Coverage Ratio	Goal	Actual	Status	Debt Service Coverage = Operating Income + Interest Income / Total Debt Service
1st Quarter	2.26	5.62		Amount of free cash available for every \$1 of Debt Service payment.
Reserve to Reserve Requirement %	Goal	Actual	Status	Reserve on hand as a Percentage of Reserve Requirement
1st Quarter	100%	197%		This metric shows our current status on meeting reserve requirements for FY 2023-24

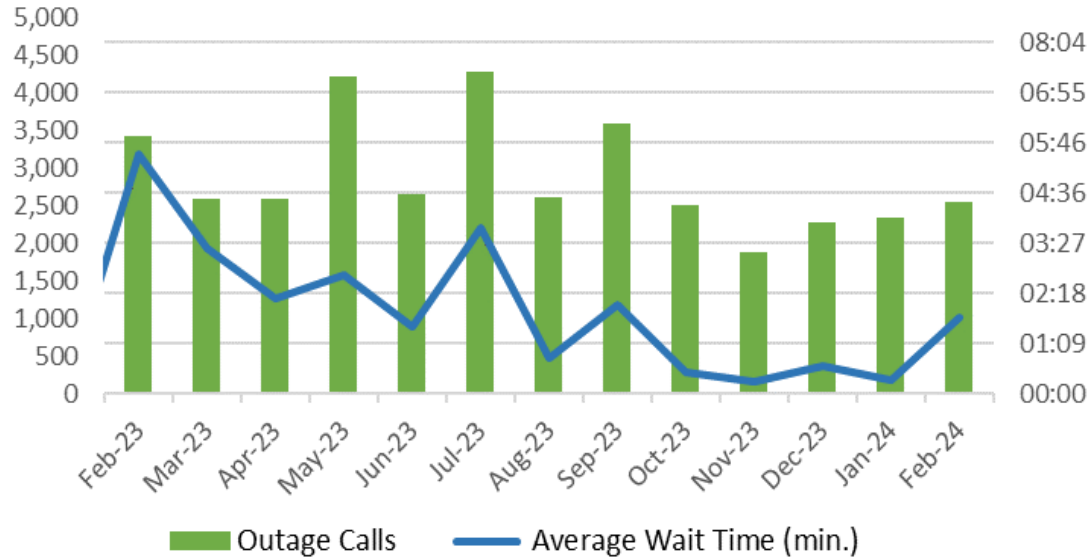
Customer Energy Usage Budget to Actuals – February



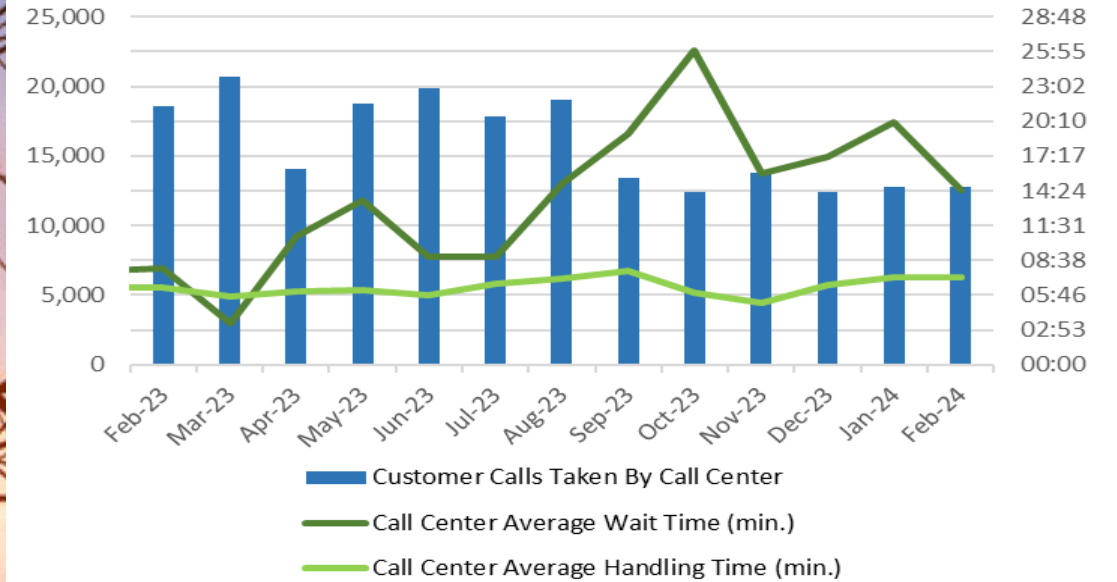
	February				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
Residential	86,326	83,216	(3,110)	-3.7%	384,305	385,986	1,681	0.4%
Commercial & Industrial	123,811	120,503	(3,308)	-2.7%	598,778	609,889	11,111	1.8%
Total	210,137	203,719	(6,418)	-3.2%	983,083	995,875	12,792	1.3%
Average Usage (kwh)								
Residential	917	869	(48)	-5.6%	4,071	4,039	(32)	-0.8%
Commercial & Industrial	8,415	9,120	705	7.7%	41,771	46,218	4,447	9.6%
Total	9,332	9,989	657	6.6%	45,842	50,257	4,415	8.8%

LP&L Customer Service Metrics – February

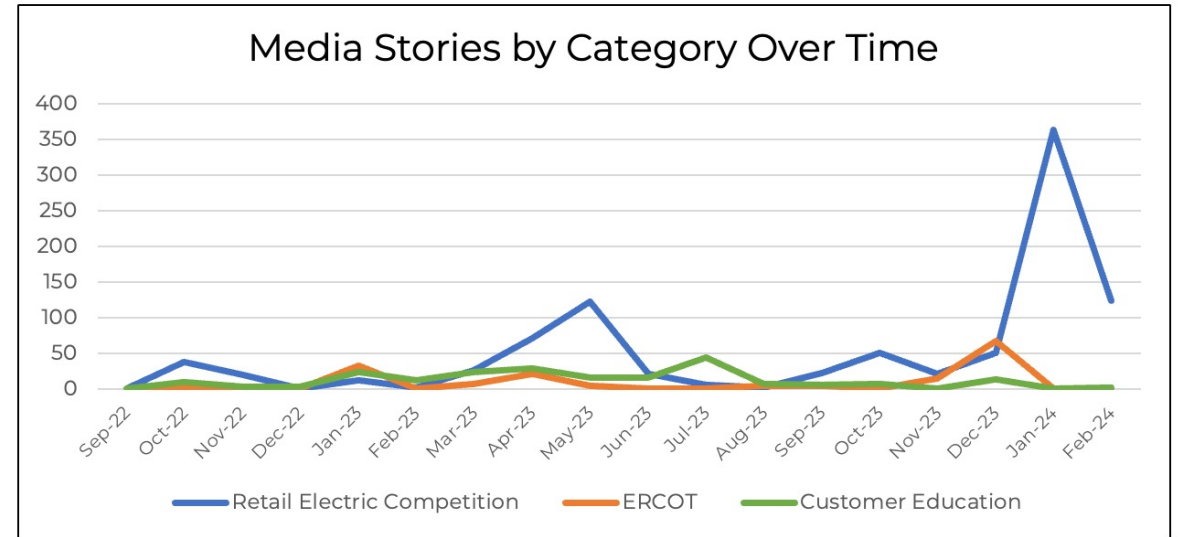
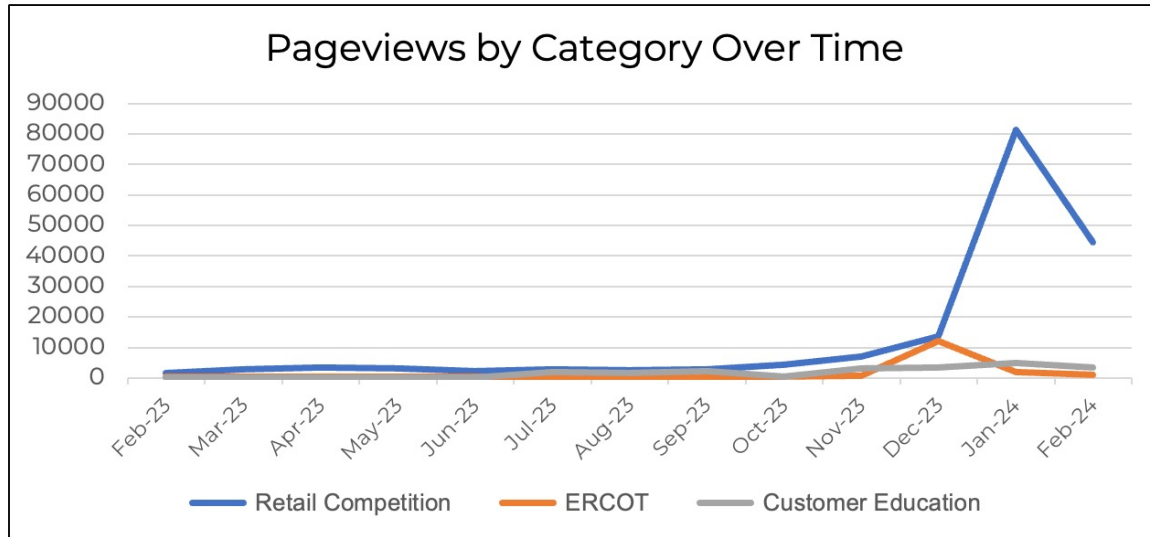
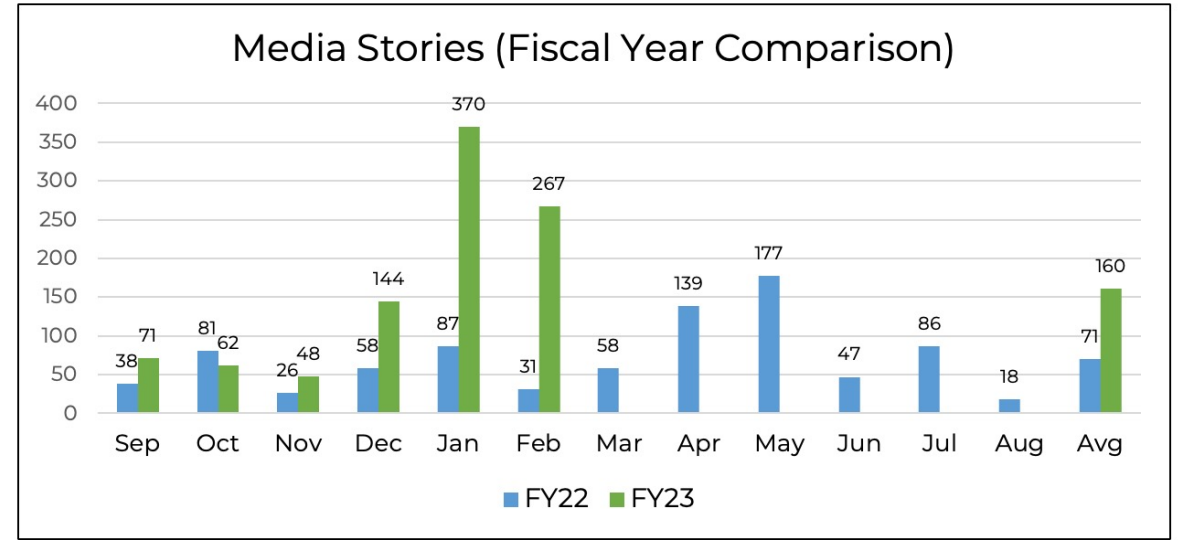
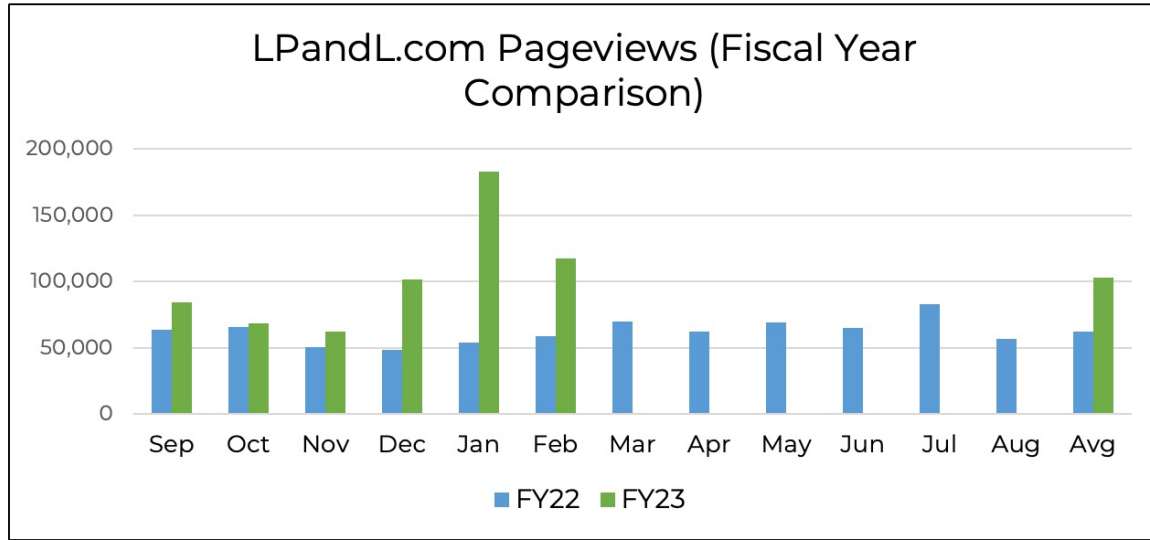
Outage Calls Activity



Call Center Activity



Year-Over-Year Comparisons



April 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
APPA Engineering & Operations Conference - New Orleans		City Council Meeting				
14	15	16	17	18	19	20
		EUB Meeting				
21	22	23	24	25	26	27
		City Council Meeting				
28	29	30				

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Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
						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
January 31, 2024

	January 2024	September 2023
<u>ASSETS</u>		
Current assets:		
Pooled cash and cash equivalents	136,320,577	115,486,259
Receivables, net	38,965,656	48,198,085
Deferred Expenses - PPRF	-	-
Interest receivable	-	571,756
Prepaid expenses	25,000	25,000
Inventories	3,369,818	3,339,461
Total current assets	178,681,052	167,620,561
Noncurrent assets:		
Restricted investments	60,614,826	68,021,315
Prepaid expenses	766,664	811,109
	61,381,490	68,832,424
Capital assets:		
Construction in progress	42,550,038	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	(320,583,745)	(313,144,941)
Total capital assets	644,429,731	640,131,751
Total noncurrent assets	705,811,220	708,964,175
	\$ 884,492,272	\$ 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
January 31, 2024

	January 2024	September 2023
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable	\$ 26,672,849	\$ 90,698,146
Deferred Revenues - PPRF/FFE Over Collection	28,920,439	25,182,458
Accrued liabilities	1,860,836	2,916,785
Accrued interest payable	5,666,888	8,580,205
Customer deposits	4,709,925	4,578,558
Compensated absences	2,063,359	2,063,359
Notes Payable	-	-
Bonds payable	20,860,000	17,720,000
Total current liabilities	<u>90,754,296</u>	<u>151,739,511</u>
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	<u>587,526,957</u>	<u>521,149,251</u>
 Total Liabilities	 <u>\$ 678,281,253</u>	 <u>\$ 672,888,762</u>
<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	<u>\$ 8,185,406</u>	<u>\$ 8,185,406</u>
<u>NET POSITION</u>		
Net investment in capital assets	\$ 117,831,700	\$ 190,370,981
Restricted for:		
Debt Service	26,582,275	25,553,992
Unrestricted	71,971,104	(2,054,938)
 Total Net Position	 <u>\$ 216,385,079</u>	 <u>\$ 213,870,034</u>

Lubbock Power and Light
Monthly Management Report
Statements of Revenues, Expenses, and Changes in Net Position
January 31, 2024

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	January 2024	January 2023	January 2024 FYTD	January 2023 FYTD
<u>OPERATING REVENUES</u>				
Charges for services	\$ 29,509,539	\$ 32,999,383	\$ 98,127,877	\$ 111,906,913
(Over)/under collection	4,039,754	(2,140,206)	(3,597,632)	(14,895,387)
TCOS Revenue	3,662,942	3,461,496	14,651,851	13,845,984
ERCOT Hold Harmless	(1,822,872)	(1,822,921)	(7,291,558)	(7,291,685)
Provision for bad debts	(71,429)	(81,835)	(27,939)	(209,053)
Total Operating Revenues	<u>35,317,934</u>	<u>32,415,917</u>	<u>101,862,598</u>	<u>103,356,771</u>
<u>OPERATING EXPENSES</u>				
Personal services	2,025,606	1,872,395	9,210,921	8,540,676
Supplies	103,780	186,442	598,277	628,119
Maintenance	272,902	296,910	1,187,978	1,271,218
Purchase of fuel and power	21,946,570	20,995,277	65,308,971	64,656,801
Other services and charges	1,353,652	1,160,671	4,974,496	5,340,200
Depreciation and amortization	1,957,668	1,821,431	7,838,597	7,163,620
Total Operating Expenses	<u>27,660,177</u>	<u>26,333,125</u>	<u>89,119,240</u>	<u>87,600,633</u>
Operating income	<u>7,657,756</u>	<u>6,082,791</u>	<u>12,743,359</u>	<u>15,756,138</u>
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Interest income	860,113	616,765	2,926,527	2,052,146
Disposition of assets	23,584	-	51,959	3,254
Miscellaneous	(1,849,606)	(1,710,253)	(5,257,161)	(5,451,122)
IRS Build America Bond Subsidy	-	-	-	-
Interest expense on leases	-	-	-	-
Interest expense on bonds	(1,590,084)	(1,575,759)	(7,219,219)	(6,305,363)
Total Non-Operating Revenues (Expenses)	<u>(2,555,993)</u>	<u>(2,669,247)</u>	<u>(9,497,894)</u>	<u>(9,701,085)</u>
Income(Expenses) before contributions and transfers	<u>5,101,763</u>	<u>3,413,544</u>	<u>3,245,464</u>	<u>6,055,053</u>
Capital contributions	-	-	-	-
Transfers (In)	71,233	132,648	284,931	530,591
Transfers (Out)	(253,837)	(302,802)	(1,015,350)	(1,211,209)
Transfers, net	<u>(182,605)</u>	<u>(170,154)</u>	<u>(730,419)</u>	<u>(680,618)</u>
Change in Net Position	<u>\$ 4,919,158</u>	<u>\$ 3,243,390</u>	<u>\$ 2,515,046</u>	<u>\$ 5,374,436</u>
Net Position - beginning			\$ 213,870,033	\$ 263,795,618
Net position, ending			<u>\$ 216,385,079</u>	<u>\$ 269,170,054</u>

Lubbock Power and Light
Monthly Management Report
Statement of Cash Flows
January 31, 2024

	January 2024	January 2024 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 26,618,147	\$ 114,833,007
Payments to suppliers	(81,891,353)	(137,049,958)
Payments to employees	(2,025,606)	(9,210,921)
Other receipts (payments)	(1,849,606)	(5,257,161)
Net cash provided (used) by operating activities	<u>(59,148,419)</u>	<u>(36,685,032)</u>
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	71,233	284,931
Transfers out to other funds	(253,837)	(1,015,350)
Net cash provided (used) by noncapital and related financing activities	<u>(182,605)</u>	<u>(730,419)</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(4,269,122)	(11,736,783)
Sale of capital assets	23,584	(303,390)
Principal paid on bonds	-	-
Issuance of bonds	-	69,517,706
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(7)	(10,132,537)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(4,245,544)</u>	<u>47,344,997</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Proceeds from sales and maturities of investments	-	-
Sale (Purchase) of investments	75,456,610	7,406,489
Interest earnings on cash and investments	860,113	3,498,283
Net cash provided (used) by investing activities	<u>76,316,723</u>	<u>10,904,772</u>
Net increase (decrease) in cash and cash equivalents	12,740,155	20,834,318
Cash and cash equivalents - beginning of period	123,580,422	115,486,259
Cash and cash equivalents - end of period	<u>136,320,577</u>	<u>136,320,577</u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	7,657,756	12,743,359
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,957,668	7,838,597
Other income (expense)	(1,849,606)	(5,257,161)
Change in current assets and liabilities:		
Accounts receivable	(4,465,685)	9,232,429
Deferred Expenses - PPRF	-	-
Inventory	227,163	(30,358)
Accounts payable	(58,209,349)	(64,025,297)
Deferred Revenues - PPRF	(4,234,102)	3,737,980
Hold Harmless Payment	-	-
Accrued liabilities	65,578	(1,055,949)
Customer deposits	(297,842)	131,367
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>(59,148,419)</u>	<u>(36,685,032)</u>

Lubbock Power and Light
Monthly Management Report
Budget Comparison - Unaudited
as of January 31, 2024

	FYTD Jan 2024	Annual Budget	Variance	% of Budget Realized
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 2,027,293	\$ 1,190,766	\$ 836,527	170.25%
Rentals and recoveries	(25)	164,734	(164,759)	-0.02%
Sale of equipment/recycle scrap	51,959	164,979	(113,020)	31.49%
Metered Revenues				
Uncollectable Metered Revenues	(27,939)	(387,011)	359,072	7.22%
Base Rates	21,597,126	31,036,684	(9,439,558)	69.59%
Distribution System Revenue		73,138,857	(73,138,857)	0.00%
Purchased Power (excl. over/under recovery)	66,438,855	101,048,114	(34,609,259)	65.75%
Franchise Fee Equivalent	4,133,261	12,577,006	(8,443,745)	32.86%
Transmission Cost of Service (TCOS)	14,651,851	44,400,000	(29,748,149)	33.00%
ERCOT Hold Harmless Payment	(7,291,558)	(22,000,000)	14,708,442	33.14%
Fees and charges	1,224,724	1,273,739	(49,015)	96.15%
Outside work orders	1,103,117	1,446,710	(343,593)	76.25%
Tampering fees	14,569	45,228	(30,659)	32.21%
Miscellaneous	43,556	-	43,556	0.00%
Capitalized Asset Restricted Funds	-	-	-	0.00%
Transfer from Other Funds	284,931	1,534,767	(1,249,836)	18.57%
TOTAL FUNDING SOURCES	\$ 104,251,719	\$ 245,634,573	\$ (141,382,854)	42.44%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 1,166,579	\$ 3,437,165	\$ (2,270,586)	33.94%
7112 - Regulatory Compliance	280,514	852,930	(572,416)	32.89%
7113 - Legal	324,926	1,795,786	(1,470,860)	18.09%
7211 - Conservation & Education	241,130	506,433	(265,303)	47.61%
Purchased Power				
7315 - Purchased Power	65,307,804	125,375,830	(60,068,026)	52.09%
Production				
7311 - Operations	172,762	515,291	(342,529)	33.53%
7316 - Cooke Station	302,786	1,170,092	(867,306)	25.88%
7317 - Brandon Station	59,902	356,972	(297,070)	16.78%
7318 - Massengale Station	1,050,970	2,454,100	(1,403,130)	42.83%
Distribution				
7411 - Supervision & Engineering	275,574	580,747	(305,173)	47.45%
7412 - Underground Lines	1,390,051	3,615,536	(2,225,485)	38.45%
7413 - Overhead Lines	1,666,548	4,045,437	(2,378,889)	41.20%
7414 - Load Dispatching	594,673	1,982,296	(1,387,623)	30.00%
7415 - Customer Service	1,609,386	4,701,214	(3,091,828)	34.23%
7416 - GIS	289,223	1,018,186	(728,963)	28.41%
7417 - Substations	896,017	2,538,870	(1,642,853)	35.29%
7418 - Engineering & Construction Mgmt	187,596	712,815	(525,219)	26.32%
7419 - Meter Shop	445,875	923,724	(477,849)	48.27%
7421 - Street Lights	791,512	2,029,157	(1,237,645)	39.01%
Transmission				
7611 - Supervision & Engineering	545,031	1,450,005	(904,974)	37.59%
7613 - Overhead Lines	575,702	1,557,089	(981,387)	36.97%
7614 - Load Dispatching	523,028	1,432,786	(909,758)	36.50%
7617 - Substations	263,224	940,366	(677,142)	27.99%
Customer Service				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	200	511,378	(511,178)	0.04%
7512 - Customer Information Systems	1,997,008	6,796,144	(4,799,136)	29.38%
7513 - Market Operations Group	123,739	1,581,243	(1,457,504)	7.83%
7514 - Customer Service	1,229,291	4,230,961	(3,001,670)	29.05%
7515 - Collections	665,653	2,437,712	(1,772,059)	27.31%
Reimbursement - City utilities & credit cards	(1,930,870)	(5,567,725)	3,636,855	34.68%
TOTAL COST CENTER EXPENSES	\$ 81,045,831	\$ 173,982,540	\$ (92,936,709)	46.58%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 9,364,536	\$ 36,800,935	\$ (27,436,399)	25.45%
Capitalized Interest	-	-	-	0.00%
Note Program fees	-	-	-	0.00%
Transmission System Inventory	-	-	-	0.00%
Transfers:				
Indirect cost allocation	635,269	1,905,807	(1,270,538)	33.33%
Payment in lieu of property tax	880,045	2,528,643	(1,648,598)	34.80%
Payment in lieu of franchise fee	4,400,224	12,643,213	(8,242,989)	34.80%
Cash funded electric capital	8,338,840	25,016,520	(16,677,680)	33.33%
Transfer to Debt Service for General Fund	380,081	1,140,242	(760,161)	33.33%
Miscellaneous Expense	34,288	83,494	(49,206)	41.07%
TOTAL FUND LEVEL EXPENSES	\$ 24,033,283	\$ 80,118,854	\$ (56,085,571)	30.00%
<u>TOTAL BUDGET</u>				
	\$ 105,079,115	\$ 254,101,394	\$ (149,022,279)	41.35%
Budget surplus/(deficit)	\$ (827,396)	\$ (8,466,821)	\$ 7,639,425	

LP&L Funds
Finance Department
Budget Comparison
As of January 31, 2024

Description	October-23	November-23	December-23	January-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
ADMINISTRATION								
ADMINISTRATION								
COMPENSATION	\$ 117,174	\$ 145,927	\$ 218,804	\$ 143,711	\$ 625,616	\$ 1,914,414	\$ 1,288,798	32.68
BENEFITS	39,104	49,018	74,807	54,628	217,557	722,904	505,347	30.09
SUPPLIES	3,603	2,285	3,284	2,193	11,365	25,853	14,488	43.96
MAINTENANCE	595	19,195	312	3,745	23,848	37,890	14,042	62.94
PROF. SERVICES/TRAINING	80,343	34,424	28,602	26,737	170,106	403,271	233,165	42.18
OTHER CHARGES	870	1,091	1,651	1,091	4,703	18,000	13,297	26.13
SCHEDULED CHARGES	28,212	25,924	27,235	32,013	113,384	314,833	201,449	36.01
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 269,901	\$ 277,864	\$ 354,696	\$ 264,119	\$ 1,166,579	\$ 3,437,165	\$ 2,270,585	33.94
REGULATORY COMPLIANCE								
COMPENSATION	\$ 16,934	\$ 18,136	\$ 26,739	\$ 18,455	\$ 80,263	\$ 263,120	\$ 182,857	30.50
BENEFITS	6,043	6,938	10,289	7,208	30,478	103,835	73,357	29.35
SUPPLIES	549	351	1,826	357	3,085	5,903	2,818	52.25
MAINTENANCE	274	133	120	408	934	2,349	1,415	39.78
PROF. SERVICES/TRAINING	43,478	64,764	17,995	20,498	146,736	420,491	273,755	34.90
OTHER CHARGES	12	16	23	17	68	200	132	34.08
SCHEDULED CHARGES	4,871	4,600	4,720	4,760	18,950	57,032	38,082	33.23
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,160	\$ 94,938	\$ 61,713	\$ 51,704	\$ 280,514	\$ 852,930	\$ 572,416	32.89
LEGAL								
COMPENSATION	\$ 8,000	\$ 10,542	\$ 15,700	\$ 10,467	\$ 44,709	\$ 362,369	\$ 317,660	12.34
BENEFITS	3,608	4,749	7,100	4,828	20,285	129,071	108,786	15.72
SUPPLIES	-	-	-	-	-	1,280	1,280	-
MAINTENANCE	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	57,202	44,021	50,593	97,954	249,771	1,270,010	1,020,239	19.67
OTHER CHARGES	7	-	-	-	7	1,000	993	0.69
SCHEDULED CHARGES	2,672	2,412	2,530	2,540	10,155	32,056	21,901	31.68
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 71,489	\$ 61,724	\$ 75,924	\$ 115,789	\$ 324,926	\$ 1,795,786	\$ 1,470,860	18.09
CONSERVATION & EDUCATION								
COMPENSATION	\$ 5,168	\$ 6,885	\$ 11,715	\$ 7,685	\$ 31,452	\$ 143,409	\$ 111,957	21.93
BENEFITS	2,371	3,129	5,021	3,395	13,916	68,750	54,834	20.24
SUPPLIES	452	167	3,474	167	4,260	2,053	(2,207)	207.51
MAINTENANCE	-	-	-	-	-	250	250	-
PROF. SERVICES/TRAINING	59,759	6,184	32,043	90,493	188,478	286,620	98,142	65.76
OTHER CHARGES	-	1,277	-	-	1,277	-	(1,277)	-
SCHEDULED CHARGES	477	396	437	437	1,746	5,351	3,605	32.63
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 68,227	\$ 18,038	\$ 52,689	\$ 102,176	\$ 241,130	\$ 506,433	\$ 265,303	47.61
PRODUCTION								
PRODUCTION OPERATIONS & ENGINEERING								
COMPENSATION	\$ 24,270	\$ 27,034	\$ 36,988	\$ 24,658	\$ 112,949	\$ 330,594	\$ 217,645	34.17
BENEFITS	8,670	9,692	12,936	8,821	40,119	117,628	77,509	34.11
SUPPLIES	219	156	-	306	681	1,150	469	59.21
MAINTENANCE	210	210	263	210	892	2,698	1,806	33.08
PROF. SERVICES/TRAINING	(46)	-	-	-	(46)	3,500	3,546	(1.31)
OTHER CHARGES	42	55	83	55	235	5,000	4,765	4.71
SCHEDULED CHARGES	4,561	4,404	4,482	4,482	17,930	54,721	36,791	32.77
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 37,925	\$ 41,552	\$ 54,752	\$ 38,533	\$ 172,762	\$ 515,291	\$ 342,529	33.53

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Description	October-23	November-23	December-23	January-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	65,307,804	125,375,830	60,068,026	52.09
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	\$ 65,307,804	\$ 125,375,830	\$ 60,068,026	52.09
PRODUCTION COOKE STATION								
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,398	\$ 110,398	-
BENEFITS	-	-	-	-	-	42,926	42,926	-
SUPPLIES	451	825	476	202	1,954	189,445	187,491	1.03
Fuel	-	-	-	-	-	-	-	-
MAINTENANCE	437	437	437	7,099	8,410	25,246	16,836	33.31
PROF. SERVICES/TRAINING	167	252	167	252	837	4,500	3,663	18.59
OTHER CHARGES	-	-	-	-	-	500	500	-
SCHEDULED CHARGES	70,960	73,401	73,655	73,569	291,585	797,077	505,492	36.58
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,015	\$ 74,915	\$ 74,735	\$ 81,122	\$ 302,786	\$ 1,170,092	\$ 867,305	25.88
PRODUCTION BRANDON STATION								
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,098	\$ 110,098	-
BENEFITS	-	-	-	-	-	42,851	42,851	-
SUPPLIES	279	52	50	49	431	4,450	4,019	9.68
Fuel	-	-	-	-	-	-	-	-
MAINTENANCE	450	450	450	450	1,798	8,494	6,696	21.17
PROF. SERVICES/TRAINING	8	252	167	274	700	3,000	2,300	23.33
OTHER CHARGES	-	-	-	-	-	500	500	-
SCHEDULED CHARGES	14,223	14,223	14,223	14,304	56,973	187,579	130,606	30.37
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 14,959	\$ 14,977	\$ 14,890	\$ 15,076	\$ 59,902	\$ 356,972	\$ 297,070	16.78
PRODUCTION MASSENGALE STATION								
COMPENSATION	\$ 87,848	\$ 101,998	\$ 247,154	\$ 78,051	\$ 515,050	\$ 1,008,886	\$ 493,836	51.05
BENEFITS	32,728	39,370	77,789	31,122	181,010	400,013	219,003	45.25
SUPPLIES	10,294	6,675	2,084	3,408	22,461	163,775	141,314	13.71
Fuel	-	-	-	-	-	-	-	-
MAINTENANCE	1,358	3,435	2,282	2,402	9,476	71,221	61,745	13.31
PROF. SERVICES/TRAINING	13,707	4,983	1,490	29,127	49,307	-	(49,307)	-
OTHER CHARGES	597	99	-	376	1,073	4,300	3,227	24.95
SCHEDULED CHARGES	72,281	66,658	67,271	66,383	272,593	805,905	533,312	33.82
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 218,813	\$ 223,218	\$ 398,070	\$ 210,869	\$ 1,050,970	\$ 2,454,100	\$ 1,403,132	42.83
DISTRIBUTION								
DISTRIBUTION SUPERVISION & ENGINEERING								
COMPENSATION	\$ 26,821	\$ 36,521	\$ 53,181	\$ 36,057	\$ 152,580	\$ 246,517	\$ 93,937	61.89
BENEFITS	9,315	13,695	21,050	14,492	58,552	111,214	52,662	52.65
SUPPLIES	854	736	1,667	624	3,880	16,901	13,021	22.96
MAINTENANCE	592	2,386	617	744	4,339	7,898	3,559	54.94
PROF. SERVICES/TRAINING	2,571	1,552	315	146	4,584	45,585	41,001	10.06
OTHER CHARGES	340	-	2,384	521	3,245	7,545	4,300	43.01
SCHEDULED CHARGES	12,259	11,850	12,049	12,235	48,394	145,087	96,693	33.36
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 52,753	\$ 66,739	\$ 91,263	\$ 64,819	\$ 275,574	\$ 580,747	\$ 305,173	47.45

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Description	October-23	November-23	December-23	January-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
DISTRIBUTION UNDERGROUND LINES								
COMPENSATION	\$ 92,853	\$ 127,325	\$ 256,339	\$ 118,555	\$ 595,072	\$ 1,525,692	\$ 930,620	39.00
BENEFITS	36,706	51,913	100,331	49,434	238,384	630,365	391,981	37.82
SUPPLIES	66,882	35,026	18,824	27,425	148,156	376,521	228,365	39.35
MAINTENANCE	69,207	100,482	58,010	49,059	276,758	676,349	399,591	40.92
PROF. SERVICES/TRAINING	17,385	5,767	7,715	8,554	39,421	92,571	53,150	42.58
OTHER CHARGES	192	755	724	482	2,152	8,500	6,348	25.32
SCHEDULED CHARGES	16,159	21,744	23,132	29,073	90,107	305,538	215,431	29.49
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 299,384	\$ 343,012	\$ 465,074	\$ 282,582	\$ 1,390,051	\$ 3,615,536	\$ 2,225,486	38.45
DISTRIBUTION OVERHEAD LINES								
COMPENSATION	\$ 130,260	\$ 143,673	\$ 326,851	\$ 146,347	\$ 747,131	\$ 1,455,495	\$ 708,364	51.33
BENEFITS	48,552	54,880	119,390	60,370	283,193	588,816	305,623	48.10
SUPPLIES	36,735	101,594	27,821	27,585	193,736	425,923	232,187	45.49
MAINTENANCE	78,462	101,867	67,308	80,864	328,499	1,173,521	845,022	27.99
PROF. SERVICES/TRAINING	6,317	19,471	17,611	12,309	55,708	174,946	119,238	31.84
OTHER CHARGES	44	2,835	767	209	3,855	6,000	2,145	64.25
SCHEDULED CHARGES	14,199	13,158	13,571	13,497	54,426	220,736	166,310	24.66
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 314,570	\$ 437,478	\$ 573,319	\$ 341,181	\$ 1,666,548	\$ 4,045,437	\$ 2,378,889	41.20
DISTRIBUTION LOAD DISPATCHING								
COMPENSATION	\$ 61,659	\$ 74,545	\$ 116,113	\$ 74,898	\$ 327,216	\$ 1,196,911	\$ 869,695	27.34
BENEFITS	22,147	27,658	42,901	28,894	121,599	464,411	342,812	26.18
SUPPLIES	2,214	945	2,541	644	6,344	11,503	5,159	55.15
MAINTENANCE	1,017	2,034	1,123	4,819	8,993	17,699	8,706	50.81
PROF. SERVICES/TRAINING	9,856	73,492	(10,355)	6,836	79,829	159,500	79,671	50.05
OTHER CHARGES	867	1,867	1,267	5,527	9,528	10,650	1,122	89.46
SCHEDULED CHARGES	10,537	9,838	10,160	10,630	41,164	121,623	80,459	33.85
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 108,297	\$ 190,379	\$ 163,749	\$ 132,247	\$ 594,673	\$ 1,982,296	\$ 1,387,624	30.00
DISTRIBUTION CUSTOMER SERVICE								
COMPENSATION	\$ 118,989	\$ 138,491	\$ 248,819	\$ 150,737	\$ 657,037	\$ 1,748,742	\$ 1,091,705	37.57
BENEFITS	42,528	51,228	86,687	54,905	235,348	683,972	448,624	34.41
SUPPLIES	24,528	16,440	19,620	15,078	75,666	239,023	163,357	31.66
MAINTENANCE	35,067	19,151	29,154	14,893	98,265	294,372	196,107	33.38
PROF. SERVICES/TRAINING	2,369	1,783	2,074	1,836	8,062	27,622	19,560	29.19
OTHER CHARGES	96,556	122,980	106,617	115,680	441,833	1,404,100	962,267	31.47
SCHEDULED CHARGES	22,984	22,242	23,589	24,360	93,174	303,383	210,209	30.71
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 343,022	\$ 372,316	\$ 516,560	\$ 377,489	\$ 1,609,386	\$ 4,701,214	\$ 3,091,828	34.23
LP&L GIS								
COMPENSATION	\$ 35,801	\$ 42,881	\$ 66,688	\$ 44,158	\$ 189,527	\$ 535,034	\$ 345,507	35.42
BENEFITS	13,524	16,892	26,853	18,713	75,982	225,765	149,783	33.66
SUPPLIES	817	511	351	793	2,471	12,785	10,314	19.33
MAINTENANCE	387	90	1,215	1,403	3,094	2,000	(1,094)	154.70
PROF. SERVICES/TRAINING	2,829	(98)	331	1,199	4,261	206,679	202,418	2.06
OTHER CHARGES	124	391	666	178	1,358	1,200	(158)	113.20
SCHEDULED CHARGES	3,265	2,750	2,962	3,551	12,529	34,723	22,194	36.08
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 56,746	\$ 63,416	\$ 99,065	\$ 69,996	\$ 289,223	\$ 1,018,186	\$ 728,963	28.41

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Description	October-23	November-23	December-23	January-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
DISTRIBUTION SUBSTATION								
COMPENSATION	\$ 38,101	\$ 41,038	\$ 76,965	\$ 57,876	\$ 213,980	\$ 575,804	\$ 361,824	37.16
BENEFITS	14,447	16,602	28,790	22,914	82,753	234,814	152,061	35.24
SUPPLIES	14,950	25,355	4,008	7,249	51,562	99,488	47,926	51.83
MAINTENANCE	10,670	4,312	10,304	8,228	33,514	90,572	57,058	37.00
PROF. SERVICES/TRAINING	3,332	1,277	2,057	19,671	26,336	104,836	78,500	25.12
OTHER CHARGES	304	2,876	174	23,403	26,758	35,936	9,179	74.46
SCHEDULED CHARGES	115,328	115,174	115,262	115,349	461,114	1,382,420	921,306	33.36
CAPITAL OUTLAY	-	-	-	-	-	15,000	15,000	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 197,132	\$ 206,635	\$ 237,560	\$ 254,690	\$ 896,017	\$ 2,538,870	\$ 1,642,853	35.29
DISTRIBUTION CONSTRUCTION & ENGINEERING								
COMPENSATION	\$ 6,473	\$ 10,355	\$ 26,854	\$ 11,972	\$ 55,653	\$ 249,488	\$ 193,835	22.31
BENEFITS	2,494	4,334	10,939	4,506	22,273	108,922	86,649	20.45
SUPPLIES	14,559	11,874	11,892	13,191	51,516	22,265	(29,251)	231.38
MAINTENANCE	600	210	323	2,109	3,242	10,000	6,758	32.42
PROF. SERVICES/TRAINING	-	1,338	8,995	9,272	19,605	80,022	60,417	24.50
OTHER CHARGES	-	-	16	49	65	6,000	5,935	1.08
SCHEDULED CHARGES	9,092	8,609	8,891	8,650	35,242	236,118	200,876	14.93
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 33,218	\$ 36,720	\$ 67,909	\$ 49,748	\$ 187,596	\$ 712,815	\$ 525,219	26.32
DISTRIBUTION METER SHOP								
COMPENSATION	\$ 44,615	\$ 54,711	\$ 126,555	\$ 46,739	\$ 272,620	\$ 495,409	\$ 222,789	55.03
BENEFITS	17,270	22,838	45,811	19,229	105,148	205,929	100,781	51.06
SUPPLIES	4,172	4,641	2,364	2,986	14,163	43,708	29,545	32.40
MAINTENANCE	1,205	3,705	926	2,319	8,155	29,295	21,140	27.84
PROF. SERVICES/TRAINING	2,091	822	688	1,073	4,673	59,296	54,623	7.88
OTHER CHARGES	6	-	102	27	134	5,256	5,122	2.56
SCHEDULED CHARGES	22,567	6,174	5,988	6,252	40,981	73,806	32,825	55.53
CAPITAL OUTLAY	-	-	-	-	-	11,025	11,025	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,926	\$ 92,892	\$ 182,433	\$ 78,623	\$ 445,875	\$ 923,724	\$ 477,849	48.27
DISTRIBUTION STREET LIGHTS								
COMPENSATION	\$ 51,405	\$ 61,965	\$ 103,441	\$ 62,326	\$ 279,136	\$ 800,697	\$ 521,561	34.86
BENEFITS	21,126	26,574	42,859	27,413	117,972	353,739	235,767	33.35
SUPPLIES	12,091	14,280	7,867	13,840	48,078	114,900	66,822	41.84
MAINTENANCE	88,440	85,019	64,206	81,459	319,123	625,060	305,937	51.05
PROF. SERVICES/TRAINING	1,575	1,094	914	1,522	5,104	13,809	8,705	36.96
OTHER CHARGES	-	-	15	-	15	-	(15)	-
SCHEDULED CHARGES	5,736	5,253	5,495	5,600	22,084	120,952	98,868	18.26
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 180,372	\$ 194,185	\$ 224,796	\$ 192,160	\$ 791,512	\$ 2,029,157	\$ 1,237,645	39.01
TRANSMISSION								
TRANSMISSION SUPERVISION & ENGINEERING								
COMPENSATION	\$ 36,243	\$ 48,838	\$ 85,879	\$ 51,015	\$ 221,975	\$ 571,978	\$ 350,003	38.81
BENEFITS	12,642	18,150	31,348	19,146	81,286	221,106	139,820	36.76
SUPPLIES	4,409	4,126	4,607	3,932	17,073	12,000	(5,073)	142.28
MAINTENANCE	1,508	430	838	309	3,084	3,500	416	88.13
PROF. SERVICES/TRAINING	61,250	4,521	116,894	4,237	186,902	500,239	313,337	37.36
OTHER CHARGES	263	351	541	351	1,505	545	(960)	276.22
SCHEDULED CHARGES	8,301	8,301	8,301	8,301	33,205	140,637	107,432	23.61
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 124,615	\$ 84,716	\$ 248,407	\$ 87,292	\$ 545,031	\$ 1,450,005	\$ 904,974	37.59

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Description	October-23	November-23	December-23	January-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
TRANSMISSION OVERHEAD LINES								
COMPENSATION	\$ 49,388	\$ 48,628	\$ 89,564	\$ 57,806	\$ 245,386	\$ 741,002	\$ 495,616	33.12
BENEFITS	18,962	19,220	33,899	23,440	95,522	304,588	209,066	31.36
SUPPLIES	6,984	4,615	2,291	5,335	19,225	118,050	98,825	16.29
MAINTENANCE	1,864	16,587	9,804	5,840	34,095	97,485	63,390	34.97
PROF. SERVICES/TRAINING	9,266	151,478	1,914	1,253	163,910	192,041	28,131	85.35
OTHER CHARGES	-	-	15	27	42	50,000	49,958	0.08
SCHEDULED CHARGES	4,531	4,290	4,411	4,290	17,522	53,923	36,401	32.50
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 90,996	\$ 244,818	\$ 141,897	\$ 97,991	\$ 575,702	\$ 1,557,089	\$ 981,387	36.97
TRANSMISSION LOAD DISPATCHING								
COMPENSATION	\$ 48,862	\$ 64,060	\$ 102,152	\$ 65,701	\$ 280,775	\$ 815,472	\$ 534,697	34.43
BENEFITS	17,040	22,542	36,024	24,133	99,739	308,576	208,837	32.32
SUPPLIES	16	214	2,291	-	2,521	7,500	4,979	33.61
MAINTENANCE	(124)	-	-	3,685	3,561	5,000	1,439	71.21
PROF. SERVICES/TRAINING	22,984	11,019	76,487	9,215	119,705	272,500	152,795	43.93
OTHER CHARGES	794	1,054	1,010	673	3,531	10,650	7,119	33.16
SCHEDULED CHARGES	1,670	1,489	3,928	6,110	13,197	13,088	(109)	100.83
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,241	\$ 100,378	\$ 221,891	\$ 109,517	\$ 523,028	\$ 1,432,786	\$ 909,758	36.50
TRANSMISSION SUBSTATION								
COMPENSATION	\$ 27,239	\$ 35,092	\$ 46,773	\$ 38,292	\$ 147,395	\$ 546,021	\$ 398,626	26.99
BENEFITS	10,381	13,624	17,738	15,140	56,882	223,995	167,113	25.39
SUPPLIES	276	11,255	1,801	1,405	14,737	28,000	13,263	52.63
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	23,367	32,500	9,133	71.90
SCHEDULED CHARGES	-	-	-	-	-	11	11	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 39,893	\$ 62,643	\$ 66,361	\$ 94,326	\$ 263,224	\$ 940,366	\$ 677,142	27.99
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	200	1,000	800	20.04
MAINTENANCE	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	18,800	18,800	-
OTHER CHARGES	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 511,378	\$ 511,178	0

LP&L Funds
Finance Department
Budget Comparison
As of January 31, 2024

Description	October-23	November-23	December-23	January-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent
CUSTOMER INFORMATION SYSTEMS								
COMPENSATION	\$ 41,003	\$ 49,265	\$ 77,099	\$ 51,218	\$ 218,585	\$ 775,281	\$ 556,696	28.19
BENEFITS	18,449	22,840	35,496	24,388	101,172	360,528	259,356	28.06
SUPPLIES	520	560	2,447	2,625	6,152	5,666	(486)	108.57
MAINTENANCE	1,711	1,711	1,725	1,711	6,858	19,643	12,785	34.91
PROF. SERVICES/TRAINING	236,959	204,669	528,319	292,774	1,262,722	4,536,812	3,274,090	27.83
OTHER CHARGES	-	-	-	378	378	7,271	6,893	5.20
SCHEDULED CHARGES	99,954	99,740	101,476	99,971	401,141	1,090,943	689,802	36.77
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 398,596	\$ 378,785	\$ 746,561	\$ 473,066	\$ 1,997,008	\$ 6,796,144	\$ 4,799,136	29.38
MARKET OPERATIONS GROUP								
COMPENSATION	\$ 7,942	\$ 13,469	\$ 24,171	\$ 27,177	\$ 72,759	\$ 372,363	\$ 299,604	19.54
BENEFITS	4,404	7,807	13,996	13,755	39,961	203,113	163,152	20
SUPPLIES	584	69	256	898	1,808	2,500	692	72
MAINTENANCE	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	3,581	1,054	1,225	3,352	9,211	998,968	989,757	1
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	\$ 123,739	\$ 1,581,243	\$ 1,457,505	7.83
CUSTOMER SERVICE								
COMPENSATION	126,048	161,483	221,413	171,316	\$ 680,261	\$ 2,351,843	\$ 1,671,582	28.92
BENEFITS	64,614	81,483	120,809	85,510	352,416	1,286,087	933,671	27.40
SUPPLIES	568	788	1,248	1,289	3,893	18,803	14,910	20.70
MAINTENANCE	-	1,449	2,173	470	4,092	-	(4,092)	-
PROF. SERVICES/TRAINING	3,592	2,486	2,444	696	9,218	40,976	31,758	22.50
OTHER CHARGES	-	4,505	-	-	4,505	7,898	3,393	57.05
SCHEDULED CHARGES	43,492	43,642	43,774	43,998	174,906	525,354	350,448	33.29
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 238,314	\$ 295,837	\$ 391,861	\$ 303,279	\$ 1,229,291	\$ 4,230,961	\$ 3,001,670	29.05
COLLECTIONS								
COMPENSATION	62,085	79,916	160,441	73,195	\$ 375,637	\$ 1,360,246	\$ 984,609	27.62
BENEFITS	30,479	40,910	75,589	38,952	185,931	762,869	576,938	24.37
SUPPLIES	1,031	373	5,041	561	7,007	34,284	27,277	20.44
MAINTENANCE	63	-	2,001	221	2,285	6,392	4,107	35.75
PROF. SERVICES/TRAINING	11,839	16,381	8,984	14,753	51,957	135,150	83,193	38.44
OTHER CHARGES	-	-	-	-	-	2,000	2,000	-
SCHEDULED CHARGES	10,433	10,134	11,759	10,510	42,837	136,772	93,935	31.32
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 115,931	\$ 147,714	\$ 263,816	\$ 138,192	\$ 665,653	\$ 2,437,712	\$ 1,772,060	27.31
LP&L FUND OPERATING EXPENSES								
COMPENSATION	1,273,922	1,544,999	2,755,433.27	1,568,410.54	\$ 7,142,765	\$ 20,956,100	13,813,336	34.08
BENEFITS	502,135	627,675	1,072,333	655,338.11	2,857,480	9,049,546	6,192,067	31.58
SUPPLIES	12,255,722	16,322,015	15,363,896	22,078,595.14	66,020,228	127,360,559	61,340,331	51.84
MAINTENANCE	296,896	366,455	251,726	272,902	1,187,978	3,257,434	2,069,456	36.47
Fuel	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	652,808	653,060	897,594	669,816	2,873,278	10,111,083	7,237,805	28.42
OTHER CHARGES	101,050	140,192	116,102	172,292	529,636	1,626,551	1,096,915	32.56
SCHEDULED CHARGES	599,593	576,408	588,473	600,865	2,365,339	7,162,968	4,797,629	33.02

**Lubbock Power and Light
Capital Program - Unaudited
Management Report
January 31, 2024**

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	\$ 626,623	\$ 83,556	\$ 1,640,683	69.79	30.21
8626 Distribution Planning	680,000	194,230	157,083	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	912,645	113,509	1,938,846	65.39	34.61
92484 Substation Upgrades	6,200,000	3,109,795	949,434	2,140,771	34.53	65.47
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	466,707	1,245,773	52,520	2.98	97.02
92608 Red Raider Substation Distribution Feeders	4,740,000	4,429,108	38,440	272,452	5.75	94.25
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	3,407,108	4,570,244	1,527,648	16.07	83.93
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,035,594	-	507,906	32.91	67.09
92684 FY 2020-24 Distribution Transformers	12,075,000	7,642,662	2,569,023	1,863,315	15.43	84.57
92685 FY 2020-24 Distribution System Upgrade	12,050,000	8,554,581	28,950	3,466,469	28.77	71.23
92686 FY 2020-24 Overhead Lines	9,220,500	7,278,473	3,816	1,938,211	21.02	78.98
92687 FY 2020-24 Street Lights	4,282,100	3,572,949	-	709,151	16.56	83.44
92688 FY 2020-24 Underground Distribution	12,117,000	10,391,028	122,875	1,603,097	13.23	86.77
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	18,017,924	5,143,965	719,248	3.01	96.99
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	15,543,063	938,613	2,072,889	11.17	88.83
92695 Downtown Facility Upgrades	3,235,000	2,628,442	413,983	192,575	5.95	94.05
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,756,976	135,596	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	5,607,891	4,133,416	19,427	1,455,049	25.95	74.05
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,042	62,157	2,976,690	47.95	52.05
92733 DNV-GL Cascade Upgrades	250,000	109,228	140,000	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	673,798	1,752,275	198,927	7.58	92.42
92788 4kV Distribution Conversion	4,779,273	21,310	-	4,757,963	99.55	0.45
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	1,553,939	1,879,992	281,069	7.57	92.43
92829 Work Order System	2,000,000	-	-	2,000,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	5,270,000	-	-	5,270,000	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	1,987,066	572,726	22.37	77.63
	\$ 189,363,014	\$ 122,729,514	\$ 22,816,278	\$ 43,817,221	23.14	76.86

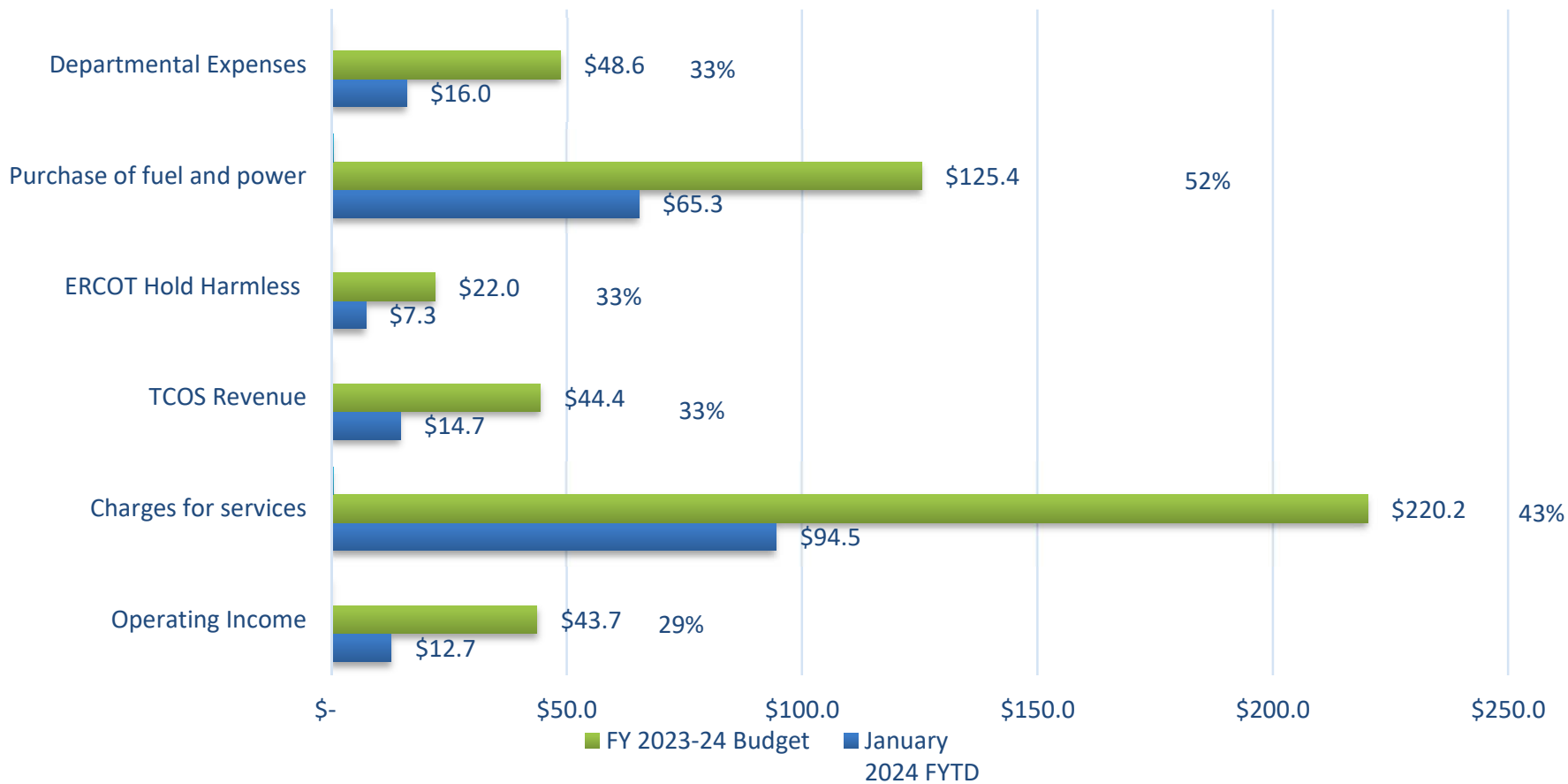
**Lubbock Power and Light
Capital Program - Unaudited
Management Report
January 31, 2024**

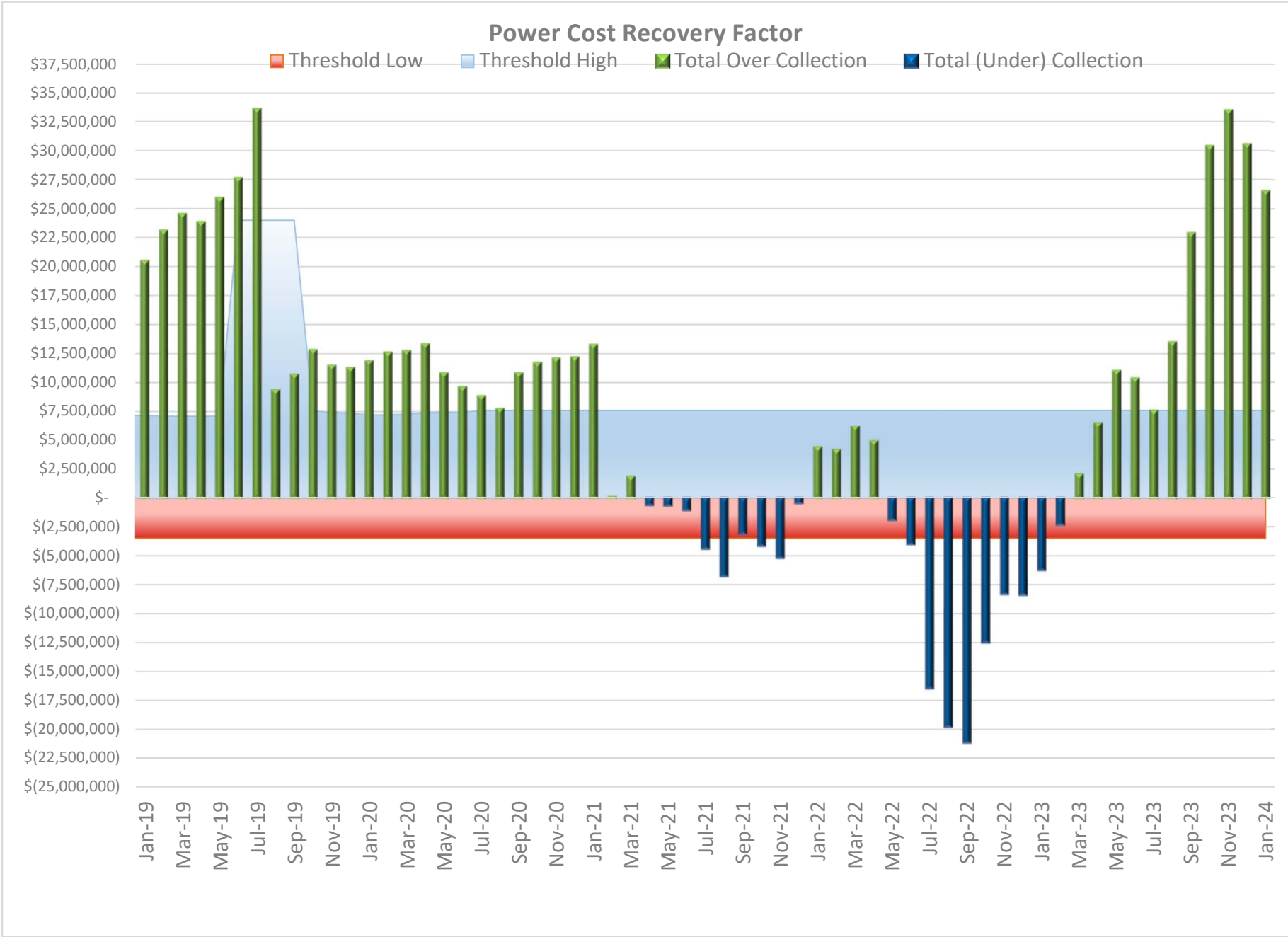
Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 626,623	\$ 83,556	\$ 1,640,683	69.79
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
92331 Fiber optic Communications	2,600,000	912,645	113,509	1,573,846	60.53
92484 Substation Upgrades	5,350,000	3,109,795	949,434	1,290,771	24.13
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	4,429,108	38,440	272,452	5.75
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47
92680 Substation Capacity Upgrade - Northeast	9,505,000	3,407,108	4,570,244	1,527,648	16.07
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	1,200,000	1,200,000	-	-	-
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	15,543,063	938,613	2,072,889	11.17
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,756,976	135,596	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	5,607,891	4,133,416	19,427	1,455,049	25.95
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,042	62,157	2,976,690	47.95
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92735 FY 2021-22 Vehicles and Equipment	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	21,310	-	1,632,963	98.71
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	\$ 80,247,003	\$ 6,987,759	\$ 16,582,386	15.97

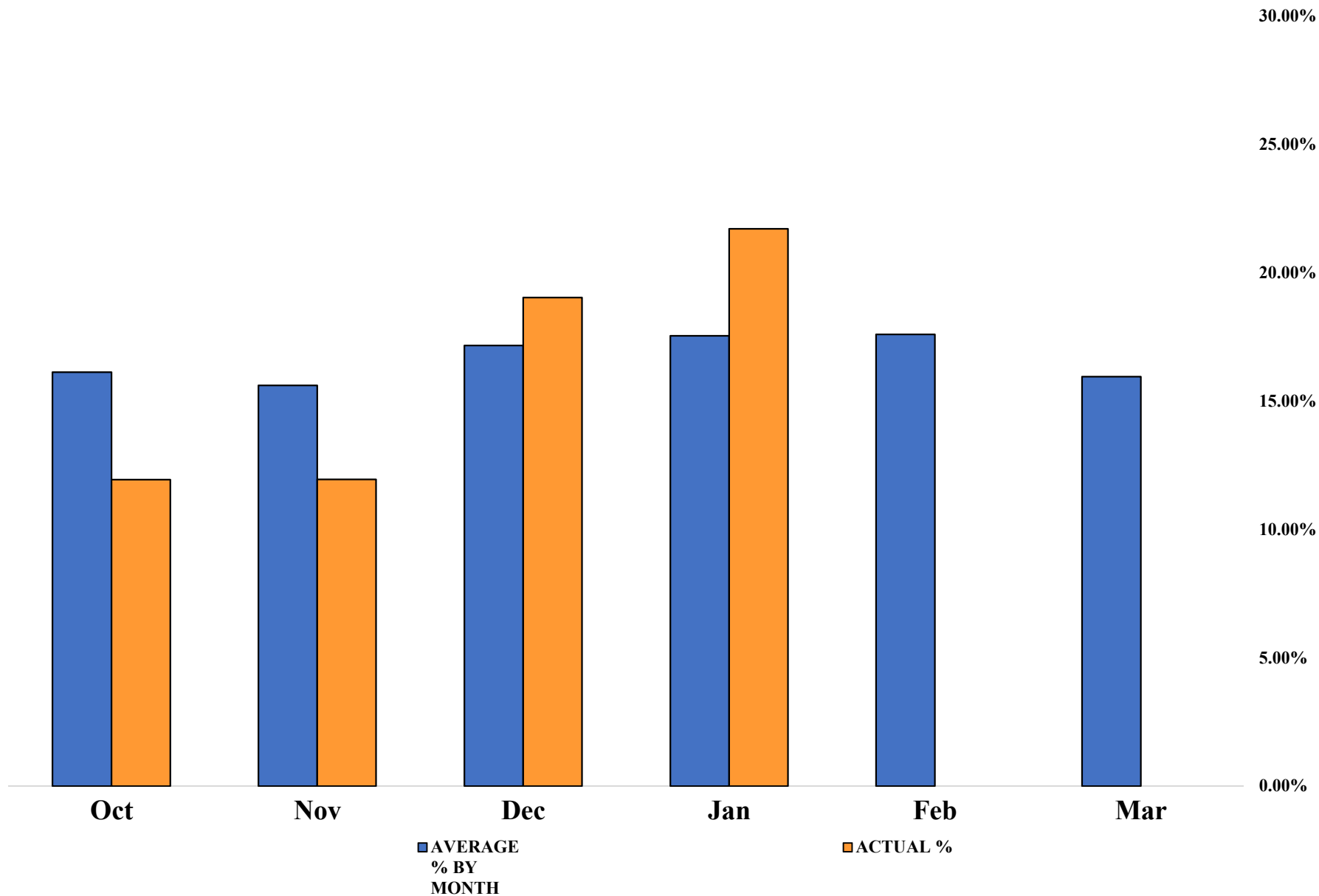
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Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	680,000	194,230	157,083	328,687	48.34
8688 Smart 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	466,707	1,245,773	52,520	2.98
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	1,035,594	-	507,906	32.91
92684 FY 2020-24 Distribution Transformers	10,875,000	6,442,662	2,569,023	1,863,315	17.13
92685 FY 2020-24 Distribution System Upgrade	12,050,000	8,554,581	28,950	3,466,469	28.77
92686 FY 2020-24 Overhead Lines	9,220,500	7,278,473	3,816	1,938,211	21.02
92687 FY 2020-24 Street Lights	4,282,100	3,572,949	-	709,151	16.56
92688 FY 2020-24 Underground Distribution	12,117,000	10,391,028	122,875	1,603,097	13.23
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	1,201,787	5,143,965	719,248	10.18
92693 Distribution System Upgrade-Improvements-Expansion	-	-	-	-	-
92695 Downtown Facility Upgrades	860,000	253,442	413,983	192,575	22.39
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	109,228	140,000	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	673,798	1,752,275	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	1,553,939	1,879,992	281,069	7.57
92829 Work Order System	2,000,000	-	-	2,000,000	100.00
92834 Substation Capacity Upgrade - Erksine	5,270,000	-	-	5,270,000	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	1,987,066	572,726	22.37
	\$ 85,545,866	\$ 42,482,511	\$ 15,828,520	\$ 27,234,835	31.84

Budget vs Actuals (in millions)





FY 2023-24 Purchased Power Monthly Analysis

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

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21113330	Techline Inc.	2/7/2024	\$25,308.00	4IN. PVC CONDUIT 12-2 IKN PIPE CONDUCTOR IN 1"	Warehouse
21113331	Anixter Inc.	2/7/2024	\$19,800.00	PIPE	Warehouse
21113331	Anixter Inc.	2/7/2024	\$10,700.00	1/2" STRANDWISE SHORT BAIL	Warehouse
21113331	Anixter Inc.	2/7/2024	\$13,293.00	SMALL STEEL CABINET W/SLEEVE WITH FIBERGLASS BASE	Warehouse
21113331	Anixter Inc.	2/7/2024	\$9,011.80	N.UNIV. ORN. BREAKAWAY BOLTS	Warehouse
21113331	Anixter Inc.	2/7/2024	\$5,800.00	1/2" GUY WIRE 25,000LB BREAK STRENGTH	Warehouse
21404080	Techline Inc.	2/19/2024	\$2,640.00	Aluminum Single Cable to Pad 10KVA	92680
21404081	Anixter Inc.	2/19/2024	\$3,816.00	7200/14400 277/480 Cross Arm- 12'	92686
21404090	KBS Electrical Distributors, Inc.	2/28/2024	\$9,570.00	PUPI 3 5/8" x 4 5/8" x 12'	92686
			Extended Cost to Receive	\$99,938.80	



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: March 19, 2024

Summary:

Consider approval of a resolution approving an agreement between LP&L and AT&T (“Agreement Regarding Joint Use of Poles Between Southwestern Bell Telephone Company, LLC, D/B/A AT&T Texas and Lubbock Power and Light”) providing for the joint use of utility poles owned by each and providing the terms upon which access to each other’s poles will be provided.

Background/Discussion:

In 1972, Southwestern Public Service Company (“SPS”) and Southwestern Bell Telephone Company (“SWB”) entered into an agreement for the joint use of each other’s poles. A 1972 agreement was amended in 2007 incorporating, among other things, references to Xcel Energy as a DBA of SPS and AT&T Texas as a DBA of SWB.

In February 2021, LP&L gave notice to SWB that LP&L was terminating the 1972 agreement effective February 8, 2022. Since that time, LP&L and AT&T have been discussing whether continuation of a Joint Use Pole Agreement would be mutually advantageous and how the terms of the agreement should be structured to ensure that all pole attachments are made safely and all pole attachers are treated fairly. A pole audit has also been initiated to determine ownership of all utility poles in the LP&L service area.

The proposed agreement addresses issues that have arisen in the past concerning joint pole use and ownership. For example, each party will continue to own its own poles unless an agreement is made to purchase a pole from the other. The kinds of attachments that can be affixed to poles and rental payment obligations for pole attachments (*i.e.*, payments to the pole owner for space used on the pole by the attachment) have been confirmed. The parties have agreed that LP&L’s safety requirements and standards will apply to new AT&T attachments while existing attachments must comply with the specifications that were in effect at the time attachments were made, unless new design requirements are imposed by law. Finally, the parties have agreed on how to handle instances where taller-than-standard pole replacement is deemed necessary and where LP&L wants to replace an AT&T wood pole with a steel or concrete pole.

The Agreement has a ten (10) year initial term with four (4) successive five (5) year renewal terms, unless one party gives notice of its intent to terminate. The provisions of the Agreement give LP&L the flexibility it needs to execute future plans that may be made for upgrading and replacing its poles and ensure that the processes for new pole attachments will be applied in a manner that is fair and will ensure the safety and integrity of the LP&L distribution system.

Fiscal Impact:

No new funding is required by the proposed Agreement.

Recommendation:

Staff recommends approval of the resolution approving the proposed Joint Use Pole Agreement with AT&T.

RESOLUTION

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

WHEREAS, Southwestern Bell Telephone Company, LLC, d/b/a AT&T Texas (“AT&T”) is a telecommunications utility that operates within the LP&L service area;

WHEREAS, in the course of providing their respective services, LP&L and AT&T (“the Parties”) each construct, own, maintain and utilize a network of utility poles, some owned by LP&L and some owned by AT&T, that may have space on the poles not only for the attached devices of the pole owner but also for attachments of other entities providing cable and similar services;

WHEREAS, beginning in 1972, utility poles currently owned by LP&L were subject to a Joint Use Pole Agreement with AT&T (or its predecessor, Southwestern Bell Telephone Company, LLC) by the terms of which each entity allowed the other a nonexclusive license to attach to the owner’s poles;

WHEREAS, the 1972 Joint Use Pole Agreement was terminated in February 2022, but the Parties have now negotiated a new agreement to replace the 1972 agreement, setting forth the terms and conditions under which they will continue to allow use of each other’s utility poles;

WHEREAS, the proposed “Agreement Regarding Joint Use of Poles” between LP&L and AT&T provides reasonable terms and conditions that will (1) ensure the safety and integrity of LP&L’s poles and distribution system, (2) allow LP&L to independently develop and implement a pole installation and replacement plan, as necessary in the future, (3) allow LP&L to continue to maintain attachments on some of AT&T’s poles, and (4) be consistent with the pole attachment agreements that LP&L currently has with the various pole attaching entities who do not own any poles;

WHEREAS, LP&L desires to enter into the proposed Agreement for the term and on the terms stated therein.

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 is hereby authorized and directed to execute the Agreement Regarding Joint Use of Poles Between Southwestern Bell Telephone Company, LLC, d/b/a AT&T Texas and Lubbock Power & Light, as attached hereto and incorporated herein as though fully set forth herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 19th day of March, 2024.

Gwen Stafford, Board Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

AGREEMENT REGARDING JOINT USE OF POLES

BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY, LLC,
D/B/A AT&T TEXAS**

AND

LUBBOCK POWER AND LIGHT

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AGREEMENT REGARDING JOINT USE OF POLES

THIS AGREEMENT, effective _____, __, 20__, is made by and between City of Lubbock which owns and operates Lubbock Power and Light in Lubbock , Texas (hereinafter referred to as the "Electric Company") and Southwestern Bell Telephone, d/b/a AT&T Texas (hereinafter referred to as "AT&T").

WITNESSETH

WHEREAS, Electric Company and AT&T desire to promote the Joint Use of their respective poles when and where such Joint Use shall be mutually advantageous,

Whereas, on the 30th day of March, 1972, Lubbock Power and Light's predecessor in interest, Southwestern Public Service Company, and Southwestern Bell Telephone Company entered into that certain General Agreement for Joint Use of Poles (the "1972 Agreement");

Whereas, on the 28th day of September, 2007, Lubbock Power and Light's predecessor in interest, Southwestern Public Service Company entered into that certain Amendment To General Agreement for Joint Use Poles Between Southwestern Public Service Company d/b/a Xcel Energy and Southwestern Bell Telephone Company, d/b/a AT&T Texas (the "2007 Amendment");

Whereas, by U.S. Mail, Certified Mail, Return Receipt Requested, by letter dated February 8, 2021, Lubbock Power and Light gave notice to Southwestern Bell Telephone Company that Lubbock Power and Light was terminating the 1972 Agreement, as amended, effective February 8, 2022, and;

Whereas, the parties intend for this Agreement to replace the 1972 Agreement, as amended, on its termination.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1 SCOPE OF AGREEMENT

- 1.01 This Agreement shall be in effect in such portions of the State of Texas in which Lubbock Power & Light and AT&T now or hereafter operate and shall cover all poles of each of the Parties now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with this Agreement.
- 1.02 This Agreement sets forth the terms and conditions under which each Party, as Owner, shall grant to the other Party, as Joint User, a nonexclusive license to make Attachments to Owner's poles.
- 1.03 Nothing herein contained shall be construed as prohibiting Owner (to the extent such other attachments do not infringe upon the rights granted to Joint User hereunder) from permitting the attachment of facilities by third parties to Owner's poles covered by this Agreement. Nor shall anything herein contained be construed as giving Joint User the authority to permit the attachment of facilities by third parties to the poles covered by this Agreement that it does not own.

- 1.04 Contractors engaged by either Party to perform any work in connection with the terms of this Agreement shall be considered as agents of the Party engaging them, and not as an agent of the other Party.
- 1.05 All poles covered by this Agreement shall be and remain the property of Owner regardless of any payment by Joint User toward their cost, unless both parties agree to a bill of sale. No use, however extended, of Owner's poles or payment of any fee or charge required hereunder shall create or vest in Joint User any claim of right, possession, title, interest or ownership in such poles.
- 1.06 Except as otherwise provided, nothing in this Agreement shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace or maintain any pole which, in Owner's sole discretion, is not needed for its own purposes. Owner and its successors and assigns shall have the right to operate, relocate and maintain its poles and attendant facilities in such a manner as will best enable it, in its sole discretion, to fulfill its service requirements. If after all attempts have been exhausted to include both Parties in Joint Use of the pole then the poles can be, in the Owner's judgment, deemed necessary for its sole use where there is insufficient capacity or for reasons of safety, reliability or generally applicable engineering purposes.
- 1.07 All references to "days" shall mean calendar days, unless specified otherwise.

2 EXPLANATION OF TERMS

For the purpose of this Agreement, certain terms shall have the meanings given in this Section.

- 2.01 **ATTACHMENT** – Any facility now or hereafter fastened to a Joint Use pole by the Parties except that pole numbers, facility warning signs, pedestals adjacent to but not affixed to the pole, overlashing, Service Drops, risers and bonding or grounding connections shall be exempt from both the Proposal process and rental payment obligation. However, the above stated facilities are not exempt from NESC clearance requirements.
- 2.02 **OVERLASH** – Overlash to existing attachments shall be exempt from rental payment obligations, however the proposal process shall apply and will be sent to Owner of proposed overlash location.
- 2.03 **BILL OF SALE** – A legal document, in a mutually agreed upon format, for the conveyance or transfer of assets or property regardless of the sale price, attached hereto as Exhibit D. Condition of the pole to be determined by prospective Owner.
- 2.04 **DESIGN REQUIREMENTS** – All applicable regulations or codes, including, but not limited to, the National Electrical Safety Code, Owner's design or attachment requirements, and rules promulgated by any federal, state, local or other governmental authority having jurisdiction.
- 2.05 **ELECTRONIC COMMUNICATION OR "ELECTRONICALLY TRANSMITTED"** – Communication sent via electronic means.

- 2.06 EMERGENCY – Conditions where there is a substantial potential for damage to property, injury or death to persons, or interruption of utility service.
- 2.07 JOINT POLE INVENTORY – Mutually agreed upon process to collect information about Attachments to Joint Use poles covered under this Agreement.
- 2.08 JOINT USER – The Party having the right under this Agreement to make Attachments to Owner's poles.
- 2.09 JOINT USE – The simultaneous use of a pole for the attachment by both Parties.
- 2.10 OWNER – The Party owning the pole.
- 2.11 PROPOSAL – A standardized form, either on paper or Electronically Transmitted, used by the Parties to communicate their intentions, requirements or costs regarding Attachments, substantially in the form attached as Exhibit A.
- 2.12 SERVICE DROP –The overhead conductors between the electric supply or communication line and the building or structure being served.
- 2.13 SET AND SELL –Process under which poles are replaced by Joint User for Owner and billed to Owner according to Article 9.06. Ownership of replaced pole remains with the original owner.
- 2.14 SIMPLE TRANSFER – Transfer work that may include any combination of tangent transfer, a dead-end attachment, down guys or anchor attachment, bonds, rearrangement or lateral, or buried dips which do not require cable splicing to complete the transfer's permanent attachment.
- 2.15 STANDARD JOINT USE POLE – Such pole for this Agreement shall be a 40-foot, class-4 wood pole. The foregoing definition of a Standard Joint Use Pole is not intended to preclude the use of Joint Use poles shorter or of less strength than the Standard Joint Use Pole in locations where such poles will meet the requirements of the Parties and specifications in Section 3.
- 2.16 SUBSTANTIAL MODIFICATION – Any change to an existing Attachment that increases the amount of space occupied on a pole, or affects reliability, safety, capacity or engineering issues.
- 2.17 THIRD PARTY – Any entity not a Party to this Agreement with an Attachment or prospective Attachment on a pole which is either in Joint Use or a candidate for Joint Use under this Agreement.
- 2.18 TOTAL COST – Reasonable cost actually incurred for labor (based on fully loaded rates including Engineering and Field labor) and materials for the project. Cost shall include overhead to the extent such overhead is reasonably allocated to tasks of a similar nature in the ordinary course of the Party's business.
- 2.19 TRANSFER NOTICE – A standardized form (e.g. Form 1410), either on paper or Electronically Transmitted, used by the Parties to communicate that new pole placement has been completed and that transfers may commence.

- 2.20 UNAUTHORIZED ATTACHMENTS – Any Attachments of Joint User to Owner's poles, which have not been authorized by Owner as required by this Agreement

3 SPECIFICATIONS

- 3.01 The Joint Use of utility poles covered by this Agreement shall at all times conform to the requirements of the Owner in addition to the National Electric Code (NEC), the National Electrical Safety Code (NESC), and the regulations of the Occupational Safety and Health Administration ("OSHA") and, as applicable, and standard utility design in accordance with the Blue Book Manual of Construction Procedures in effect at the time of Attachment or overlash construction, except where the lawful requirements of the state or other governmental authorities contain more stringent requirements, the more stringent requirements will govern. Notwithstanding the foregoing, the use of vertical runs and the mounting of such equipment as terminals or meters on the lower portions of the pole, including below the communications space, is permitted when done in accordance with the then current version of the NESC.
- 3.02 It is the intent of this Agreement that poles having Attachments prior to this Agreement, providing that their installation conformed to the specifications in effect at the time the original Attachment was made, will not have to be replaced or Attachments rearranged or modified solely to comply with any new Design Requirements, unless compliance with such new Design Requirements is required by law. This provision applies until such time as substantial modification to the Attachments takes place. The foregoing does not prohibit the replacement of a pole by mutual agreement if compensation is made in accordance with Section 8.0.
- 3.03 Any new Joint Use construction of either Party, occurring after the execution of this Agreement, which does not conform to the specifications set forth in Section 3, as they existed at the time of construction, shall be brought into conformity within ninety (90) days, or other time frame mutually agreed upon in writing, of written notification by the Party identifying such nonconformance. Once the construction has been brought into conformity with said specifications, it shall at all times be maintained in compliance with said specifications in effect at the time of construction. It is the intent of this Agreement that Attachments made pursuant to this Agreement, providing that their installation conformed to the specifications in effect at the time the original Attachment was made, will not have to be rearranged or modified solely to comply with any new Design Requirements, unless compliance with such new Design Requirements is required by law.
- 3.04 Proposals for pole or Attachment construction, maintenance or removal, and the associated invoicing will be exchanged between the local representatives of both companies in an agreed-upon electronic format.

4 EASEMENTS/RIGHTS OF WAY

- 4.01 When Owner's rights under any right-of-way or easement do not include Joint User, Joint User will be required to obtain its own access rights.

- 4.02 Each Party, as Joint User, hereby agrees to indemnify, defend and save Owner harmless from any and all claims, resulting from or arising out of: (1) the failure of Joint User to secure such right, license, permit or easement for the construction or maintenance of Joint User's Attachments on Owner's poles; or (2) the loss of right-of-way or property owner consent due to the presence of Joint User's Attachments. As applicable, all of the terms of the indemnity set forth in Section 18 of this Agreement are incorporated herein and shall apply with equal force to the indemnity set forth in this Section.
- 4.03 NEITHER PARTY REPRESENTS NOR WARRANTS THAT ANY OF ITS OWN PUBLIC OR PRIVATE RIGHTS-OF-WAY OR EASEMENTS ENTITLE JOINT USER TO ACCESS THE PROPERTY UNDERLYING OWNER'S UTILITY POLES.

5 ESTABLISHING JOINT USE OF EXISTING POLES

- 5.01 Owner reserves the right to exclude a pole from Joint Use as provided for in Section 1.06.
- 5.02 Notwithstanding any other provision of this Agreement, Joint User may place, replace or modify a Service Drop on any pole without submitting a Proposal to Owner. Additionally, like-for-like replacements that do not result in changes to the pole loading effect of the Attachment being replaced do not require a Proposal.
- 5.03 Except as provided for by Section 5.01, whenever either Party desires to utilize space on any pole owned by the other Party, either as initial space or additional space on said pole, Joint Use will be requested via a Proposal, including a sketch and digital picture of said pole including vertical clearances and pole loading analysis where necessary. Owner's applicable attachment standards shall be adhered to prior to installing any Attachment(s) on Owner's pole. Such request will specify the pole involved, the amount of space desired and the number and character of cables, wires and/or conductors to be placed thereon. Requesting Party is responsible for design, strength and loading characteristics of its Attachment(s). Within thirty (30) days after the receipt of such Proposal, Owner shall notify requesting Party via a Proposal whether said pole is approved, requires electric and/or communications make ready or is excluded from Joint Use on the basis of insufficient capacity or for reasons of safety, reliability or generally applicable engineering purposes, and, if so, shall detail the reason for exclusion. If the party requesting attachment or overlash includes >50 poles within the same 30 day period, then additional time may be required by the owner to adequately process the request and respond. Upon receipt of notice from Owner that said pole is approved, requesting Party will have the right to use said pole as Joint User. Owner reserves the right to perform post-construction inspection and if the work performed does not conform to Owner and NESC standards, Owner may direct the requesting party to revise or remove its facilities. In no event, shall Owner be deemed to have given consent to any Attachments that cannot be installed in accordance with the Design Requirements. The requesting Party shall be responsible for any actual make ready costs of a Proposal to attach and shall reimburse Owner for all reasonable costs and expenses associated with providing access to its pole.

- 5.04 Except as herein otherwise expressly provided, on Joint Use poles each Party shall, at its own expense, perform tree trimming necessary for the Party's Attachments; place, maintain, transfer, rearrange and remove its own Attachments; place guys to sustain unbalanced loads due to its Attachments; and perform such work promptly and in such manner as not to interfere with the service of the other Party.

6 ESTABLISHING JOINT USE OF NEW POLES

- 6.01 Joint poles forty five feet (45') tall and larger shall be erected by LP&L without change in ownership. The cost of erecting and owning such poles shall be borne by all parties in the same manner as any other larger than normal joint poles.
- 6.02 If new poles within the territory of this agreement, either as an additional pole line, or extension of existing pole line are identified by the joint user as poles they wish to attach to, then joint user may request new attachments through the Owner's applicable attachment process.

7 MAINTENANCE OF POLES AND ATTACHMENTS

- 7.01 Owner shall maintain its Joint Use poles in a safe and serviceable condition in accordance with the Design Requirements, and shall replace, reinforce or repair poles as they become defective or unsafe.
- 7.02 Each party shall maintain its Attachments on Joint Use poles in accordance with the specifications referred to in Section 3 and the terms of this Agreement and shall keep them in safe condition and in thorough repair in accordance with the Design Requirements. Notwithstanding the foregoing, in the event a Joint Use pole is replaced, or a Party substantially modifies its Attachment(s) to a pole for other reasons, the Party's Attachments shall at such time be brought into compliance with the then-applicable Design Requirements.
- 7.03 Owner reserves the right, without liability to Joint User, to discontinue the use of, remove, replace or change the location of any or all of its poles regardless of any occupancy of Owner's poles by Joint User. As applicable, the provisions of Sections 9 and 11 shall apply in the event of the proposed removal or relocation of any pole subject to Joint Use.

8 DIVISION OF COSTS

- 8.01 The actual costs of erecting Joint Use poles, including Pole Set Costs provided in Exhibit G, either as new pole lines, individual poles, or as extensions or replacements of existing pole lines not previously in Joint Use, will be borne by the Parties as follows:
- 8.01.1 For a new Standard Joint Use Pole, or a Joint Use pole shorter or smaller than the Standard Joint Use Pole, the pole will be erected at the sole expense of Owner, except as provided herein. When an existing Joint Use pole is being replaced with the same size pole due to its unserviceability, each Party shall be responsible for the expenses incurred to transfer its own Attachment(s) to the new pole.

- 8.01.2 For a new pole taller or stronger than the Standard Joint Use Pole, the extra height or strength of which is due wholly to Owner's requirements, the pole will be erected at the sole expense of Owner. When an existing Joint Use pole is being replaced under this scenario, each Party shall be responsible for the expenses associated with transferring its own Attachment(s) to the new pole.
- 8.01.3 For a new pole taller or stronger than the Standard Joint Use Pole, the extra height or strength of which is due wholly to Joint User's requirements, the expense of erecting the taller or stronger pole will be borne by the Joint User. When an existing pole is being replaced under this scenario, each Party shall be responsible for the expenses associated with transferring its Attachment(s) to the new pole.
- 8.01.4 For a new pole taller or stronger than the Standard Joint Use Pole, the extra height or strength of which is due to the requirements of both Parties, the Parties will share equally the incremental expense of erecting the taller or stronger pole. When an existing Joint Use pole is being replaced under this scenario, each Party shall be responsible for the expenses associated with transferring its own Attachment(s) to the new pole.
- 8.01.5 For a pole taller or stronger than the Standard Joint Use Pole, where height or strength is necessary in order to meet the requirements of public authority, the cost of erecting such pole shall be borne by Owner except to the extent billable to the requesting authority. When an existing Joint Use pole is being replaced under this scenario, such as legal mandate work, each Party shall be responsible for the expenses incurred to transfer its own Attachment(s) to the new pole, which may include billing the requesting authority under applicable law. Owner shall provide contact information for requesting authority with the original notification to Joint User concerning the need for transfer.
- 8.01.6 For instances when an existing Joint Use pole is replaced or relocated in order to meet the requirements of another entity, including, but not limited to, a Third Party or a property owner, the cost of erecting such pole shall be borne by Owner except to the extent billable to Third Party. In these cases, each Party shall be responsible for negotiating Third Party payment by such Third Party of the expenses incurred to transfer its own Attachment(s) to the new pole. Owner shall provide contact information for Third Party with the original notification to Joint User concerning the need for transfer.
- 8.02 When an existing Joint Use pole, which is not defective, is prematurely replaced, solely for the requirement of the Joint User, in addition to the costs in Section 8.01, the Joint User shall also pay the Owner the depreciated value (original value reduced at the rate of 3.33% of the original value per year the pole has been in service) plus the cost of removal of the old pole. For rearrangements of Attachments on existing Joint Use poles, the cost of rearrangement shall be borne by the causing party. However, if request for rearrangement requires the

replacement of Joint Use poles, the provisions in Section 8.01 for pole replacements shall apply to the cost allocation of such rearrangements.

- 8.03 For an intermediate pole erected in an existing Joint Use pole line for the sole requirement of Joint User, Joint User shall set and own such pole unless the Parties agree otherwise. Joint User shall be responsible for contacting Owner within 7 days of placement to ensure that no damage or interference will be caused to any existing attachments on pre-existing poles by the erection of the new pole. Joint user will allow owner to attach to new intermediate pole without need for proposal process however a proposal will be sent to Owner for records purposes. Set and Sell may apply if Joint User cannot set its own intermediate pole.
- 8.04 Except as provided for herein, no other costs associated with preparing a pole for attachment by Joint User shall be borne by Joint User, including but not limited to correcting safety or other violations or deficiencies in connection with such pole, Owner's Attachments thereto, or any Third Party's attachments thereto.

9 REPLACEMENT/RELOCATION OF POLES

- 9.01 Whenever it is necessary for Owner to replace or relocate a Joint Use pole, Owner shall provide notice to Joint User no later than 30 days after the pole is set , by use of a Proposal, specifying the location of the replacement or relocation.
- 9.02 Upon completion of all prerequisite work, such as removals or transfers of Owner and third-party attachments, Joint User has sixty (60) days to complete routine transfers. In the case of complex transfers, bulk upload of transfers from a pole audit, or increased volume of transfers due to other causes, the timeline shall be mutually agreed upon in writing.
- 9.03 If, at the expiration of the transfer period pursuant to Section 9.02, including any agreed upon extensions, all other parties' Attachments are removed from such pole, but Joint User Attachments remain, Owner may elect to transfer Joint User's Attachments and Joint User shall reimburse Owner for all costs of such transfer provided however, work performed in electric space is authorized by Electric Company,
- 9.04 When replacing a Joint Use pole, including those carrying terminals or equipment, the new pole will be set in the same hole or as close as practical to the existing pole to minimize the amount of work required when transferring facilities from the old pole to the new pole. Poles replaced other than in the same hole shall be shown on the Proposal sketch indicating the direction and distance to the new pole location. In locations where Owner deems it necessary to set the replacement pole in a different location, Owner shall notify and coordinate the new locations with Joint User via a Proposal. If said notification is not provided before constructed or the Proposal does not match the actual as-built construction, resulting in additional cost to Joint User, Owner shall bear the additional costs incurred by Joint User.
- 9.05 SET AND SELL. Except as provided in Section 9.06, Joint User may only replace and/or remove poles for Owner with Owner's written approval. Costs associated with such replacement shall be paid by Owner in accordance with Exhibit G hereto, and ownership of the new pole shall remain with the original Owner.

- 9.06 Whenever any Joint Use pole or any existing pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing Attachments and for the proposed immediate additional Attachments or conductor upgrades thereon, Owner shall replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require, and billing shall be rendered in accordance with Section 8 (Division of Cost).
- 9.07 Necessary joint use pole replacements of forty five feet (45') and larger shall be erected by LP&L regardless of pole ownership. Necessary non-emergency pole replacements owned by AT&T of forty feet (40') and smaller shall be provided and erected by AT&T using qualified contractors agreeable to both parties. The contractor must be qualified to work in both electrical and communication space. AT&T shall notify LP&L a minimum of 2 business days prior to contractors working in any electric space. If a qualified contractor cannot be identified, then AT&T may request LP&L erect the poles and reimburse for labor. AT&T owned joint use poles of 45' shall be provided by AT&T and installed by LP&L. 50' and larger shall be provided and installed by LP&L. AT&T shall within 15 days of notification properly field tag poles provided by LP&L by overlaying AT&T identifying tag in place of LP&L.
- 9.08 EMERGENCY REPLACEMENT OF AT&T POLE BY LUBBOCK POWER & LIGHT. In case of Emergency in which LP&L believes replacement of AT&T's Joint Use pole, anchors and guys is necessary for public safety or for the restoration of LP&L's service, LP&L shall replace the pole promptly. In such case, LP&L shall submit a confirming invoice detailing the work within fifteen (15) days of such work, and AT&T shall pay LP&L for replacing the pole, and if LP&L removes the old pole, the cost of removal, in accordance with Exhibit G. Title to the new pole will remain with AT&T. LP&L will transfer its own facilities at no cost to AT&T. AT&T shall within 15 days of notification properly field tag such poles by overlaying AT&T identifying tag in place of LP&L label.
- 9.09 REPLACEMENT OF WOOD POLE WITH STEEL POLE. In the event that Lubbock Power & Light wants AT&T to replace one of AT&T's wood poles with a steel or concrete pole as part of a planned storm hardening project, LP&L may do so, upon the notice provided for in Section 9.01, provided (1) LP&L agrees to transfer ownership of another wood distribution pole of similar size and condition from Electric Company to AT&T, with the Parties working together to identify such a pole, giving due consideration to size, condition, existence of Third Parties, and proximity to other AT&T poles, and (2) LP&L grants AT&T the same rights to attach to the new steel pole as AT&T has with respect to LP&L's wood distribution poles, at the same rates, terms and conditions pursuant to this or any future agreement governing AT&T Attachments to LP&L poles. The costs of installation of the new pole, removal of the original pole, and transfer of any Attachments shall be borne in by LP&L, and LP&L shall retain ownership of the steel or concrete pole.
- 9.10 GOVERNMENTAL REQUIREMENT. Whenever either Party receives notice from any state, municipal or other governmental authority, that it is necessary to change the location, adjust the height, or remove a Joint Use pole ("Government Requirement"), that Party shall advise the other Party within fourteen (14) days, including providing any contact information furnished by the governmental

authority, so the Parties may cooperate in the rearrangement, transfer or removal of facilities. Within thirty (30) days after learning of the Government Requirement, Owner will provide notice to Joint User via a Proposal of the intended work. Within twenty-one (21) days of receipt of the Proposal, Joint User will provide response to Owner. The Parties will cooperate to meet the timeframe requested by the governmental authority.

- 9.11 PROPERTY OWNER REQUIREMENT. Whenever it is necessary to change the location or remove a Joint Use pole or rearrange facilities on a Joint Use pole, by reasons of the requirement of a property owner, before performing the work, Owner will provide a Proposal to Joint User detailing the work. Each Party shall determine whether such work is billable to the property owner. If such work is billable to property owner, work will not proceed until payment is received by the billing Party.
- 9.12 ANCHORS AND GUYS. All anchors and guys shall be placed by and at the expense of the Party whose Attachments make such work necessary, unless otherwise stated in this Agreement. Anchors and guys shall be installed by each party *prior* to installation of attachments to prevent damage to or bowing of pole. If either joint user causes damage or causes pole to lean due to improper guying, the Owner may invoice joint user for any associated work to resolve.

10 TRANSFER OR REARRANGEMENT OF AT&T FACILITIES BY LUBBOCK POWER & LIGHT

- 10.1 LP&L and AT&T understand the advantage and benefit each may gain from allowing partners to perform transfers on the other's behalf. However, the existence of such language shall not prevent each Party from performing its own transfers. Such transfers may be performed by qualified contractors which meet both Parties' qualifications.
- 10.2 Where Electric Company has the expertise and the Parties mutually agree, LP&L may perform Simple Transfers, Service Drop transfers, ground bond transfers, and/or rearrangement of AT&T's Attachments on Joint Use poles, subject to applicable requirements of the then-current version of the NESC. However, the Parties agree that LP&L will not be the exclusive provider of transfer services to AT&T. AT&T, or its contractors, shall be free to perform its own transfer work.
- 10.3 Electric Company's assumption of AT&T transfer and/or rearrangement work is voluntary. Electric Company shall suggest such transfer and relocation to AT&T on a Proposal and such work shall be performed at the same time Electric Company transfers its own facilities.
- 10.4 In cases of Emergency, LP&L may promptly perform transfer work, without prior notification to AT&T as outlined in 9.06. To ensure public safety, LP&L may temporarily secure AT&T facilities under Emergency conditions and immediately notify AT&T of the temporary Attachment, so AT&T can make the permanent Attachment.
- 10.5 LP&L shall transfer AT&T facilities in such a manner as to restore Attachments to their approximate prior location, except when allowing for any changed

requirement of the then-current version of the NESC. Any materials required for such relocations and/or transfer shall be provided by AT&T.

- 10.6 If LP&L is unable to perform permanent transfer or rearrangement of AT&T Attachments on a Joint Use pole, LP&L will provide notice to AT&T, advising of the work AT&T must perform.
- 10.7 Following completion of the transfer or rearrangement and no more often than monthly, Electric Company shall submit to AT&T invoices based on work completed during the interval. Invoices will contain sufficient detail to support all charges.
- 10.8 AT&T, upon satisfactory inspection of performed work, shall pay LP&L per the Billing Table in Exhibit H.

11 ABANDONMENT OF POLES OR ATTACHMENTS

- 11.01 Joint User may at any time and in its sole discretion remove any of its Attachments from Owner's poles and shall provide notice of such removal to Owner within 30 days following removal. Such notice shall fully identify, by location, the poles from which such Attachments are being removed. Owner will then remove the applicable attachments from the annual rental fee.
- 11.02 If Owner desires at any time to abandon any Joint Use pole, it shall give Joint User notice within 30 days following facility removal. Joint user will then have the choice of removing their facilities within 90 days of notice or purchasing the abandoned poles. Once all prerequisite transfers or removals of Third Parties have been completed, such pole may be sold to and become the property of Joint User. If Joint User inspects and agrees to purchase such pole, Owner shall provide Joint User with a properly authorized Bill of Sale. The asset transfer will take place upon acceptance of such Bill of Sale. Invoicing for such pole sales shall occur upon execution of the Bill of Sale, and the prices shall be as provided for in Section 12.04. Any associated easement or private right-of-way shall be conveyed to the new Owner by the former pole owner, when possible. The new Owner shall be responsible for re-tagging the acquired pole.
- 11.03 If Owner determines, in its sole discretion, at any time to underground any Facilities to which Joint User's Facilities are attached, it shall give Joint User written notice at least ninety (90) calendar days prior to the date on which Owner's Facilities are scheduled to be placed underground. If both parties agree that joint trenching is mutually beneficial to the undergrounding project, Owner shall provide joint trenching to accommodate both parties' facilities placement underground and Owner may invoice the Joint User for 50% of the actual cost of trench and backfill. If Owner has already executed facility undergrounding prior to this agreement, then Owner shall give Joint User written notice at least one hundred eighty (180) calendar days prior to the date on which Owner determines undergrounding is necessary. If Owner and Joint User agree, Joint User may have the option to purchase the abandoned pole or poles. If Joint User inspects and agrees to purchase such pole or poles, Owner shall provide Joint User with a properly authorized Bill of Sale.

12 TRANSFERS OF TITLE

- 12.01 In the case of transfers of ownership pursuant to the provisions of this Agreement, or any other agreement between the Parties for sale/purchase of poles, a formal Bill of Sale transferring title to the purchasing party will be required. Prior to such Bill of Sale being rendered, the purchasing party shall, at its sole expense, inspect the poles to be transferred to ensure that such poles meet the criteria set by the Parties for the sale/purchase and shall forthwith tag such poles to reflect the new ownership. Owner shall provide the purchaser with information regarding the assignability of Third Party attachments.
- 12.02 Each Party shall obtain, at its own expense, any necessary approvals of any governmental agency having jurisdiction over such Party's part of the transaction.
- 12.03 In the case of transfer of ownership of a pole pursuant to the abandonment provisions of Section 11, once the conditions for the transfer of title from Owner to Joint User have been met, the Party abandoning the pole shall provide the Party acquiring title to the pole with an executed Bill of Sale.
- 12.04 Payments for such poles by Joint User will be made at the time of purchase. The price of such poles shall be original value reduced at the rate of 3.33% of the original value per year the pole has been in service. See Exhibit E.
- 12.05 Owner agrees to pay its pro rata share of any personal property taxes applicable to the property hereto conveyed which accrue prior to the date of the Bill of Sale, and Buyer agrees to pay its pro rata share of any personal property taxes applicable to the property hereto conveyed, which accrue on and after the date of this Bill of Sale.
- 12.06 Whenever any transfer of ownership or title of a pole occurs as provided according to this Agreement, purchasing party shall be responsible for removing the original Owner's identification from the purchased pole and placing its own ownership identification.

13 RENTALS

- 13.01 For purposes of this Agreement, a rental year shall be a calendar year from January 1 to the succeeding December 31. The first rental year under the terms of this Agreement shall be 2024.
- 13.02 Joint User shall compensate Owner annually, in arrears, for those poles on which space is occupied by Joint User as of December 31 of the Rental Year in an amount per pole as provided in Exhibit B.
- 13.03 Each Party shall submit to the other, on or before each March 31 of each year for the preceding rental year, a determination of the number of all Joint Use poles subject to this Agreement on which space was occupied by such other Party as of the preceding December 31. If the Parties are not able to resolve any disputes by the next billing date, the number that was in effect prior to the dispute shall be used until resolution, at which time a retroactive adjustment shall be made, if necessary.

- 13.04 The net rental due between the Parties shall be set forth in a bill issued by the Party due the net rental no later than May 1 of each year for the preceding rental year. All such bills shall be paid within ninety (90) days of receipt.

The rental rates and pole set costs applicable under this Agreement shall be subject to joint review and adjustment on an annual basis upon the written request of either Party. In such instances, the following conditions shall apply:

- 13.04.1 Request for rental rate and pole set cost readjustment shall be submitted at least sixty (60) days prior to the end of each annual period. If such request is not submitted within said timeframe, existing rental rates and pole setting costs shall continue.
- 13.04.2 In the event AT&T does not accept a proposed adjustment to pole set costs, AT&T shall have the option, upon notice to LP&L, to set all AT&T poles until a subsequently approved pole set cost structure is approved and agreed upon by both parties. However, in order to set its own poles in this circumstance, AT&T must utilize personnel, approved by LP&L, who are qualified to work in the electric space on said poles and must ensure that pole setting construction is performed in accordance with all applicable electric construction and safety standards.
- 13.04.3 LP&L shall provide AT&T with a list of approved contractors upon request. LP&L shall provide a minimum of three (3) approved contractors.
- 13.04.4 Calculation and subsequent adjustment of the rental rates and pole set costs shall follow the methodology established as part of this Agreement, as described and defined in Exhibits B and G .
- 13.04.5 Any adjustment in rates or costs shall apply starting with the annual bill next rendered and remain in place until again readjusted in accordance with this Section.

14 JOINT POLE INVENTORY

- 14.01 In order to transition to this Agreement from the prior Agreement, an initial Inventory may be necessary to establish the baseline total of Joint Use poles. The scope and timeframe of the initial Inventory will be mutually agreed upon in writing. Until the joint footprint has been inventoried and results concurred, the latest agreed upon totals for which an invoice had been processed shall be used for each area.
- 14.02 The Parties shall conduct each Inventory, initial or subsequent, to verify the pole ownership and number of poles with at least one Attachment belonging to the other. Such inventory may be performed jointly or independently by each party. In lieu of a physical Inventory, the Parties may agree to a joint review of records. At each Party's own expense, the scope and proportional division of cost of such Inventory shall be identified in a separate Inventory agreement. Subsequent physical inventories shall be allowed no more often than at five (5) year intervals.
- 14.03 Prior to such an undertaking, the Party desiring such Inventory shall notify the other Party at least one hundred eighty (180) days in advance of the proposed start date.

15 UNACCOUNTED FOR ATTACHMENTS

- 15.01 Neither Party shall make Attachments to any pole owned by the other Party, except as authorized under the terms of this Agreement. Once a baseline Inventory has been completed, if a pole that was not recorded as Joint Use is subsequently found to be under Joint Use (i.e., unaccounted for), whether discovered during a joint field Inventory or otherwise, such pole shall be added to the perpetual inventory for the current year. The Owner will have the right to require the Joint User to submit a Proposal within thirty (30) days of discovering the unaccounted for Attachment.
- 15.02 If the only Attachment on a pole is unused hardware it shall not be considered an Attachment subject to annual rental payment. Such unused hardware will be promptly removed by the Joint User.
- 15.03 For purposes of this provision, Attachments in place at the time of the execution of this Agreement shall be considered "approved Attachments." Such Attachments shall be identified as to pole location during the baseline Inventory, unless the Parties hereto agree that a recent Inventory shall obviate the need for a baseline Inventory.

16 INTERFERENCE

- 16.01 Owner shall notify Joint User in writing or verbally with written notice that, in Owner's reasonable judgment and based upon Design Requirements, the Attachments of Joint User interfere with the use of such poles, the operation of equipment, or constitute a "conflict" (due to a violation of Design Requirements) to the service rendered, by Owner or any other persons licensed by Owner to use such poles, or constitute a hazard to employees of Owner, other licensed persons or the public. Joint User shall remove, rearrange, or change its Attachments to comply with Design Requirements.
- 16.02 In the case any such interference or conflicts exist, Joint User shall resolve such issue regarding its Attachments within thirty (30) days from receipt of the first such notice, except that the Parties may mutually agree in writing to an extension as each situation warrants.
- 16.03 If the use of a different pole is thereby made necessary, application for its use shall be promptly made, and if in Owner's reasonable judgment a new or replacement pole is required, payment for such pole shall be made as provided in this Agreement.

17 ATTACHMENTS OF OTHER PARTIES

- 17.01 Nothing herein contained shall be construed as prohibiting the granting by Owner to others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any of Owner's poles covered by this Agreement. The attachments of any such outside party shall be treated for all purposes as Attachments belonging to the Owner, who shall have the right to any payments from such party. Owner has no authority to grant a right to any other party to use poles belonging to Joint User.

- 17.02 Owner shall provide notice to Joint User whenever a Third Party has requested making attachment to Owner's Joint Use pole(s), and the Joint User is required to perform any transfers or rearrangements of its Attachment(s) as a result. Any such attachments by a Third Party must comply with the Design Requirements as established in the corresponding Third Party Agreement. Any agreement made by Owner with a Third Party for attachments shall require the Third Party to compensate the Owner, Joint User and any other third parties with prior attachments on such poles for all applicable costs incurred by each in making space available for Third Party, including transfer costs. Furthermore, any such agreement shall obligate the Third Party to promptly transfer or remove its attachments whenever a pole is replaced or removed.
- 17.03 Owner shall require each party, by contract, to maintain its attachments at all times in conformity with the provisions detailed in such corresponding agreement(s).
- 17.04 Each company shall manage Third Parties on its own poles, including permitting, rental and cost recovery, provided that cost recovery shall be the responsibility of each Party, whether Owner or Joint User, on its own behalf regarding transfers and rearrangements. The Joint User shall have no responsibility to manage Third Parties' attachments on Owner's poles.
- 17.05 Third Party shall be responsible for securing all necessary easements, licenses, consents, franchises and permits from any governmental authorities and/or property owners.

18 INDEMNITY

- 18.01 To the extent permitted by law, and except to the extent caused by the negligence or willful misconduct of the Indemnitees, each Party (the "Indemnitor"), for itself and its contractors and subcontractors, hereby releases the other Party, its affiliates, and their respective directors, officers, administrators, employees and agents (collectively, "Indemnitees"), from any and all liability for loss of or damage to the property of the Indemnitor and for any interruption to, or failure of, the service rendered by Indemnitor or others in which such Attachments are used. Indemnitor further hereby agrees to indemnify, hold harmless, and defend Indemnitees from and against any and all losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any reasonable attorneys' fees and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising out the acts or omission of the Indemnitor or its agents pursuant to this Agreement, except that Indemnitor's obligation to indemnify Indemnitees shall not apply to any liabilities to the extent arising from Indemnitees' gross negligence or willful misconduct.
- 18.02 It is further agreed between the Parties hereto, that to the extent any of the provisions of this Section are determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Section shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the Parties as herein stated, and provide the maximum indemnity allowed by law. With respect to claims against one Party by the other Party's employees, the latter Party agrees to expressly

waive its immunity, if any, as a complying employer under the workers' compensation law but only to the extent that such immunity would bar or affect recovery under or enforcement of the indemnification obligations set forth in this Section.

- 18.03 The terms of this indemnity and any other indemnities set forth in this Agreement shall survive the termination of this Agreement. In the event that Owner becomes aware of a claim affecting Joint User under the terms of this indemnification clause, Owner shall put Joint User on timely notice of such claim.

19 INSURANCE

19.01 At all times in which Joint User has Attachments on Owner's poles, Joint User shall keep and maintain in force, at its own expense, the insurance coverage and limits set forth below. Joint User shall require subcontractors that may perform work on this project to maintain reasonable and prudent insurance coverage and limits in accordance with the work to be performed and in line with industry custom and practice. Joint User must procure the required insurance from an insurance company eligible to do business in the State where the work will be performed and having and maintaining a minimum rating of "A- :VII" from A.M. Best Key Rating Guide.

19.01.1 Workers' Compensation insurance with benefits afforded under the laws of each State covered by this Agreement and Employers Liability insurance with limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee. To the fullest extent allowable by law, the policy must include a waiver of subrogation.

19.01.2 Commercial General Liability insurance as per ISO form CG 00 01 or its equivalent with limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit; and Fire Legal Liability/Damage to Premises Rented sub-limits of \$1,000,000 is also required. Owner, its affiliates, officers, agents and employees shall be included as additional insured on the Commercial General Liability policy by endorsement as respects this Agreement. The required coverage shall include a waiver of subrogation and shall be primary and non-contributory from any insurance or self-insurance that is maintained by Owner.

19.01.3 Umbrella/Excess Liability insurance with limits of \$5,000,000 each occurrence and in the aggregate with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability and Employers Liability policies. Joint User may use any combination of primary and excess insurance to meet the total limits required. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Owner.

19.01.4 Automobile Liability insurance with limits of \$1,000,000 combined single limits per accident for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles. Owner, its affiliates, officers, agents

and employees shall be included as additional insureds by endorsement as respects this Agreement.

- 19.02 Joint User agrees to provide Owner's third party administrator certificates of insurance stating the types of insurance and policy limits.
- 19.03 Owner agrees to accept Joint User's program of self-insurance in lieu of insurance coverage if certain requirements are met. In the event Joint User elects to self-insure its obligation under this Agreement to include Owner as an additional insured, the following conditions apply: (i) Owner shall promptly and no later than thirty (30) days after notice thereof provide Joint User with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Joint User with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Owner shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Joint User; and (iii) Owner shall fully cooperate with Joint User in the defense of the claim, demand, lawsuit, or the like.
- 19.04 All insurance required in accordance with this section must be in effect before Owner will issue Attachment permits under this Agreement. Joint User will provide renewal Certificates of Insurance prior to expiration of any policy.
- 19.05 Joint User agrees to provide Owner with at least thirty (30) calendar days' advance written notice of cancellation or non-renewal of any of the insurance policies required herein that are not replaced.
- 19.06 The Parties agree that:
- 19.06.1 the failure of Owner to demand certificates of insurance or failure of Owner to identify a deficiency will not be construed as a waiver of Joint User's obligation to maintain the insurance required;
- 19.06.2 the insurance required does not represent that coverage and limits will be necessarily be adequate to protect Joint User, nor shall it be deemed as a limitation on Joint User's liability to Owner; and
- 19.06.3 Joint User is responsible for payment of any deductible or self-insured retention.

20 DEFAULTS

- 20.01 If either Party shall be in material breach of any of its obligations under this Agreement and such Party fails to cure such breach within thirty (30) days, or such longer period as may be necessary if the breach is not reasonably capable of being cured within thirty (30) days, after receiving written notice thereof by the other Party, the Party not in default may, without releasing any other legal remedies available to it, may suspend the rights of the defaulting party to further Joint Use of non-Joint Use poles. Termination of the right to make additional Attachments, shall, however, not abrogate or terminate the right of either Party to maintain the Attachments currently existing on the poles of the other, and all such prior Attachments shall continue thereafter to be maintained in accordance with the terms of this Agreement which shall remain in full force and effect.

20.02 If either Party shall default in the performance of any work which it is obligated to perform under this Agreement, the other Party may, with thirty (30) days' advance written notice to the defaulting party, elect to do such work itself or using a contractor selected by the non-defaulting party, and the Party in default shall reimburse the other Party for the Total Cost thereof. Failure on the part of the defaulting party to make such payment within ninety (90) days after presentation of bills therefore shall, at the election of the other Party, constitute a default under the terms of this Agreement.

21 WAIVER OF TERMS OR CONDITIONS

21.01 The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall be and remain at all times in full force and effect.

22 PAYMENT OF TAXES

22.01 Each Party shall pay all taxes and assessments levied on its own Attachments, and the taxes and the assessments that are levied on Joint Use poles shall be paid by the Owner. Any payments in lieu of taxes (PILOT) made by Owner shall not be assessed in addition to the rental rate. Rather, the PILOT must be a consideration in the calculation of the rate itself, to the extent permitted under applicable law.

23 TIME OF PAYMENT

23.01 Payments of amounts due hereunder are due ninety (90) days from the receipt of the invoice. On all amounts not so paid, and not in dispute, an additional charge for interest of 1.5% per month or the maximum interest rate permitted by law, whichever is the lesser amount, will be assessed.

24 ENTIRE AGREEMENT

24.01 This Agreement (including the Exhibits hereto) merges the prior negotiations and understandings of Electric Company and AT&T and embodies the entire agreement between Electric Company and AT&T with respect to the subject matter of this Agreement. All previously existing agreements, written or verbal, between the Parties hereto for the Joint Use of poles within the territory covered by this Agreement are by mutual consent hereby terminated, and poles covered by such agreements are brought under this Agreement as of the effective date hereof.

25 TERM OF AGREEMENT

25.01 Except as provided in the Default Section 20, this Agreement shall continue from the date hereof, and shall remain in effect for ten (10) years ("Initial Term"). The Agreement will automatically renew for four (4) successive five (5) year renewal terms, unless one Party gives the other Party at least one (1) year written notice of termination insofar as the granting of future Joint Use on non-Joint Use poles is concerned prior to the expiration of the Initial Term or the then-applicable renewal term, as the case may be. Termination of the right to make additional Attachments shall not, however, abrogate or terminate the right of either Party to maintain its

Attachments, and all such prior Attachments shall continue thereafter to be maintained in accordance with Section 25.02 of this Agreement.

- 25.02 In the event of notice of termination for any reason under this agreement, the Parties agree to promptly begin good faith negotiations toward reaching a successor Joint Use Agreement and the rates, terms and conditions of this Agreement shall remain in full effect while the Parties are negotiating. If the Parties are unable to agree on a replacement Joint Use Agreement, all such prior Attachments shall continue thereafter to be maintained in accordance with the terms of this Agreement, which shall remain in full force and effect solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to said Attachments.

26 SERVICE OF NOTICE

- 26.01 Until changed by written notice to the other Party, whenever notice is required under this Agreement to be given, or is given, by either Party to the other, such notice shall be in writing and given by United States mail, by overnight courier, by personal delivery, or by Electronic Communication accompanied by delivery of written confirmation of same, to the appropriate office/individuals identified in Exhibit C. Parties shall keep this list of contacts current and provide updated information if such information changes.
- 26.02 Notice shall be deemed received five (5) days after deposit into the United States mail, one (1) day after delivery to an overnight courier, on the day of personal delivery, or on the day an Electronic Communication is transmitted, as applicable.

27 ASSIGNMENT OF RIGHTS

- 27.01 Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights or interests to any firm, corporation, individual, except to a parent, affiliate or successor corporation or a Third Party buying all or substantially all of the assets of a Party in the area in which the poles covered by this agreement are located, without the written consent of the other Party. However, such consent shall not be unreasonably withheld, delayed or conditioned. Either Party may assign or transfer its rights under this Agreement to a parent, affiliate or successor corporation by providing thirty (30) days written notice after the assignment or transfer.
- 27.02 Nothing herein contained shall prevent or limit the right of either Party to, without approval of the other Party, mortgage any or all of its property, rights, privileges or franchises, or to lease or transfer any of them to another corporation, or to enter into any merger or consolidations; and in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger or consolidation, such Party's rights and obligations hereunder shall pass to and be acquired and assumed by the purchaser on foreclosure, or the transferee, lessee, assignee, merging company, or consolidating company.

28 MISCELLANEOUS

- 28.01 **FORCE MAJEURE.** Neither Party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to the following causes but not limited to situations which are beyond the control of said Party: Acts of God or the public enemy, war, revolution, terrorism, civil commotion, strike or labor dispute, blockade or embargo, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, and restrictions.
- 28.02 **MODIFICATIONS OF AGREEMENT.** No amendments or modifications to this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. To the extent an ordinance or regulation in existence or subsequently adopted by Electric Company or, as applicable, its governing municipal entity is inconsistent with the terms of this Agreement, this Agreement shall prevail.
- 28.03 **INVALIDITY.** If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction there over, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.
- 28.04 **APPLICABLE LAW.** This contract shall be governed by and interpreted under the laws of the state of ____Texas._____
- 28.05 **THIRD PARTY BENEFIT.** This Agreement is intended to benefit only the Parties herein and their affiliates. Neither Party intends to confer any benefit to a Third Party.
- 28.06 **PRESERVATION OF REMEDIES.** No delay or omission in the exercise of any power or remedy herein provided or otherwise available to a Party shall impair or affect that Party's right thereafter to exercise the same.
- 28.07 **HEADINGS.** Headings used in this Agreement are inserted only for the convenience of the Parties and shall not affect the interpretation or construction of this Agreement.
- 28.08 **SURVIVAL OF OBLIGATIONS.** All payment, performance and indemnity obligations of either Party, under this Agreement, shall survive the termination of this Agreement, until said obligations are satisfied.

29 CONFIDENTIALITY

- 29.01 Neither Party shall at any time disclose, provide, demonstrate or otherwise make available to any Third Party any of the terms or conditions of this Agreement, except and only after obtaining the consent of the other Party, or as may be required by applicable

law or governmental authorities. Notwithstanding the foregoing, nothing in this section shall prevent disclosure to a Party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the Parties to obtain financing, report matters related to this Agreement in any securities statements, or to respond to any requests by governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after obtaining confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of a governmental authority or legal process, the Party called upon to make such disclosure shall provide notice to the other Party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure. The Parties reserve the right to disclose, provide, demonstrate or otherwise make available the terms and conditions of this Agreement to their respective engineering firms and contractors, which shall be subject to this confidentiality section.

30 DISPUTE RESOLUTION

30.01 Good Faith Participation. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

30.02 Upper Management Escalation and Mediation. To initiate the dispute resolution process, either Party shall give the other Party written notice, via certified mail to the operational and legal addresses referenced in Exhibit C, of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both Parties with authority to settle the dispute shall meet at a mutually acceptable time and place within thirty (30) business days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within sixty (60) business days of receipt of the disputing Parties' notice, or if the Parties fail to meet within thirty (30) business days, either Party may initiate mediation. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation.

30.03 Enforcement. The Parties regard the aforesaid obligation to escalate to upper management and mediate as an essential and material provision of this Agreement and one that is legally binding upon them. In a case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

31 SEVERABILITY

31.01 If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the day and year first above written.

**SOUTHWESTERN BELL TELEPHONE COMPANY, LLC,
D/B/A AT&T TEXAS**

By: Cecilia M. McDonald
Cecilia M. McDonald (Feb 15, 2024 11:36 CST)

Printed name Cecilia McDonald

Title: Director- Access Construction&Engineering

Date: Feb 15, 2024

LUBBOCK POWER AND LIGHT

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A – PROPOSAL FORM OR TICKET

EXHIBIT B – RENTAL CALCULATION

Effective Date ___/___/___

1. Annual Pole Attachment Fee: \$ 5.25 per Pole/per year

2. Non-Recurring Fees:

Permit Application Fee\$ 30 per Pole
(Max 50 Poles per Permit Application)

Make Ready Work Charges See Sections 8,9 & 10

3. Unauthorized Attachment Penalty Fee:

Three times the annual attachment fee, per occurrence.

4. Failure to Timely Transfer, Abandon or Remove Facilities Penalty:

One-fifth (1/5) annual attachment fee per day, per pole, first thirty (30) days;

Annual attachment fee per day, per pole, second thirty (30) days and thereafter.

EXHIBIT C – NOTIFICATIONS**ELECTRIC COMPANY****Contract & Billing Issues**

name
address
address
Phone
email

Engineering

name
address
address
Phone
email

Legal

name
address
address
Phone
email

AT&T**Emergency Phone Number**

(713) 235-7900

Contract/Billing/

Joint Use Dept.
11930 Airline Dr Rm 210
Houston, TX 77037
281-878-5504
g47746@att.com

Legal

AT&T Legal Department
ATTN: Network Legal
208 S. Akard Street
Dallas, TX 75202
Phone 214-757-3310

EXHIBIT D – BILL OF SALE

Agreement made this _____ day of _____, 20____,
 by and between _____,
 a _____ company/corporation with a principal office in _____, hereinafter
 called Buyer, and _____, a _____ company/corporation,
 with a principal office in _____, authorized to do and doing business in _____,
 hereinafter called Seller.

For and in consideration of the sum of \$_____ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in _____, County, _____ (State):

Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

- Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.
- Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
- BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.
- As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.
- On the Effective Date, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure

of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Telecommunication Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

Effective Date: __

(Seller's company name)

(Buyer's company name)

Signature

Signature

Printed Name

Printed Name

Title

Title

Address:

Address:

-

-

-

-

-

-

EXHIBIT E – POLE SET COSTS**30'**

30' CL 4/5	\$1,200
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35'

35' CL 4/5	\$1,500
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40'

40' CL 4	\$2,000
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45'

45' CL 2	\$2,500
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50'

50' CL 2	\$3,000
----------	---------

55'

55' CL 1/2	\$3,500
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Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: March 19, 2024

Summary:

Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute an amendment to Contract No. 710223, LP&L Pole Audit, between Lubbock Power & Light (LP&L) and Davey Resource Group, Inc. (DRG).

Background/Discussion:

On January 17, 2023, the Electric Utility Board (EUB) approved a resolution authorizing Contract No. 710223. Under the terms of this contract, DRG was directed to perform a pole audit on the utility poles that existed in the LP&L electric distribution system. A contingency of approximately 3% was awarded to compensate for system growth and other factors and the original estimate of 61,550 poles was increased to 63,400. As the project nears completion, current projections indicate that the original pole estimate, including contingency, was low and the new total number of poles to be audited stands at 64,830. At a rate of \$6.25 per pole, the total cost of this project is now estimated to be \$405,188. This will result in an increase of the “not to exceed” amount by \$8,938.00, from \$396,250.00 to \$405,188.00.

Fiscal Impact:

A total of **\$2,350,862.00** is appropriated and \$1,639,420.00 is available in account number **CIP 8625 (Field Asset Inventory & Data Verification)** for this purpose.

Recommendation:

Staff recommends approval of the amendment with **Davey Resource Group, Inc., of Kent, Ohio,** to increase the “not to exceed” amount by **\$8,938.00**, from **\$396,250.00** to **\$405,188.00**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
March 19, 2024**

Capital Project Number:	8625
Capital Project Name:	Field Asset Inventory & Data Verification

	Budget
Total Appropriation	\$ 2,350,862

Expended	<i>Contract or PO Number</i>	
Staff Time		\$ (88,078)
P-Card-Misc		(133)
Davey Resource Group		(312,694)
Compass Data		(211,691)
Strahl		(15,290)
Expended to Date		\$ (627,886)

Encumbered	<i>Contract or PO Number</i>	
Davey Resource Group - Pole Audit	7102-23-ELD	\$ (83,556)
Encumbered to Date		\$ (83,556)

Agenda Item March 19, 2024	<i>Contract or PO Number</i>	
Davey Resource Group - Pole Audit	710223	\$ (8,938)
Agenda Items for Consideration		\$ (8,938)

Estimated Costs for Remaining Appropriation	
Technology	\$ (1,081,060)
Field data collection of utility pole information & related GIS work	(549,423)
Estimated Costs for Remaining Appropriation	\$ (1,630,482)

Remaining Appropriation	\$ -
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RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned public power utility of the City of Lubbock (“Lubbock Power & Light”);

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, awarded Contract No. 710223 (the “Original Contract”), dated effective January 17, 2023 regarding the Lubbock Power & Light Pole Audit Services (the “Project”), as more particularly described therein, to Davey Resource Group, Inc. (“Contractor”) of Kent, Ohio;

WHEREAS, LP&L and Contractor now desire to amend the Original Contract to increase the not-to-exceed amount to account for final actual costs of the project; 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, the municipally-owned electric utility of Lubbock, Texas (“LP&L”), a First Amendment to Contract No. 710223 by and between LP&L and Davey Resource Group, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail.

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

Passed by the Electric Utility Board this 19th day of March, 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

FIRST AMENDMENT
to
DAVEY RESOURCE GROUP, INC
CONTRACT FOR SERVICES
LP&L POLE AUDIT SERVICES

This First Amendment to Davey Resource Group, Inc. Contract for Services (“First Amendment”), is entered into this 19th day of March, 2024, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”), and Davey Resource Group, Inc. (“Contractor”).

WITNESSETH

WHEREAS, Lubbock Power & Light, awarded Contract No. 710223 (the “Original Contract”), dated effective January 17, 2023 regarding as the Lubbock Power & Light Pole Audit Services (the “Project”), as more particularly described in the Original Contract,

WHEREAS, LP&L and Contractor now desire to amend the Original Agreement to increase the not-to-exceed amount to account for final actual costs of the project; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and Contractor agree as follows:

1. Section 3 of the Original Contract is amended as follows to read:

“The total to be paid for these Services hereunder shall not exceed, in any circumstances, the sum of four hundred five thousand one hundred eighty seven and 50/100 dollars (\$405,187.50) for the performance of the Services detailed in this Contract. The Services shall be billed on a per pole basis as provided in the Proposal Documents. Undisputed amounts on invoices shall be due thirty (30) days after receipt of such invoice.”

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Original Contract, by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK, acting by and through
Lubbock Power & Light

Joel Ivy, Chief Administrative Officer

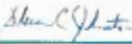
APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Davey Resource Group, Inc.

By: 
Signed: 3/11/2024

Steven C. Johnston
Regional Vice President, UAM

Record of Signing

For
Name
Title



Signed on 2024-03-11 08:07:39 GMT

Secured by Concord™
DocumentID: 02vxtT0hMB5Y6AhDyjHcOB
SigningID: 02vxtT0hGBNGSXtoYQj8g
Signing date: 3/11/2024
IP Address: 88.97.176.154
Email: steven.johnston@davey.com





Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: March 19, 2024

Summary:

Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a second amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through Lubbock Power & Light, and INPOWERD, LLC, regarding professional consulting services related to compliance with NERC requirements applicable to Distribution Provider (DP), Transmission Owner (TO), Transmission Operator (TOP) and Transmission Planner (TP) entities; ERCOT requirements for Market Participants, including registration as a Transmission and/or Distribution Service Provider (TDSP); and other such requirements applicable to LP&L's current and planned operations in ERCOT and in the Texas Reliability Entity footprint effective February 9, 2022, lasting through January 31, 2026 as authorized by the Chief Administrative Officer. The "not to exceed" increase is due to NERC Compliance assistance needed in relation to ongoing Federal and State requirements with a set term of 2026 allowing more time for a robust compliance program. This agreement will result in an increase of the "not to exceed" amount by \$175,120.00, from \$185,000.00 to \$360,120.00.

Background/Discussion:

This amendment authorizes the Chief Administrative Officer, or his designee, to execute a second amendment to the PSA initially established on February 9, 2022 to increase the "not to exceed" amount up to \$360,120.00, to allow for necessary funding to complete the services and facilitate additional professional consulting resources.

Federal, state, and regional regulatory compliance entities require LP&L to have an electric reliability compliance program. The program consists of policies, procedures, and evidence supporting prescribed compliance duties for LP&L activities. Professional consulting services support the program as employees meet the compliance requirements of reporting, auditing, inspecting, and responding to requests from the compliance entities.

Fiscal Impact:

Funds are available in costs center **7112 (Regulatory Compliance)** for this purpose.

Recommendation:

Staff recommends a second amendment to the existing PSA with **INPOWERD, LLC.**, to increase the "not to exceed" amount by \$175,120.00 from \$185,000.00 to \$360,120.00, 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, by a Services Agreement dated February 9, 2022 (the “Original Agreement”), the City of Lubbock, acting by and through Lubbock Power & Light, contracted with INPOWERD, LLC (“INPOWERD”) to provide professional services related to compliance with NERC requirements applicable to Distribution Provider (DP), Transmission Owner (TO), Transmission Operator (TOP) and Transmission Planner (TP) entities; ERCOT requirements for Market Participants, including registration as a Transmission and/or Distribution Service Provider (TDSP); and other such requirements applicable to LP&L’s current and planned operations in ERCOT and in the Texas Reliability Entity footprint;

WHEREAS, LP&L and INPOWERED entered into a First Amendment to the Original Agreement, effective August 15, 2023, by EUB Resolution No. EUB 2023-R0059 (“First Amendment”) to provide for an additional year of services and to provide for an increase in the Not to Exceed (NTE) amount to provide funding for the necessary compliance services;

WHEREAS, LP&L and INPOWERD now desire to further amend the Original Agreement, to increase the Not to Exceed (NTE) amount to provide additional funding for the necessary compliance services;

WHEREAS, LP&L and INPOWERD 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 INPOWERD, LLC, as attached hereto and incorporated herein as though set forth fully herein in detail.

Passed by the Electric Utility Board this 19th day of March, 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 19th day of March, 2024, by and between the City of Lubbock, Texas, acting by and through Lubbock Power & Light (“LP&L”), and INPOWERD, LLC (“INPOWERD”).

WITNESSETH

WHEREAS, LP&L and INPOWERD entered into a Professional Services Agreement, on or about February 9, 2022, under the authority of the Director of Electric Utilities, wherein LP&L contracted with INPOWERD to provide to professional services related to compliance with NERC functional business model registrations of Distribution Provider (DP), Transmission Owner (TO), Transmission Operator (TOP), Transmission Planner (TP) and ERCOT Market Participant registration as a Transmission and Distribution Service Provider (TDSP) standard application, and implementation as they apply to operations in ERCOT and the Texas Reliability Entity footprint;

WHEREAS, LP&L and INPOWERD executed the First Amendment to Professional Services Agreement, on August 15, 2023 to amend the Original Agreement to provide for an additional year of services and to provide for an increase in the Not to Exceed (NTE) amount to provide funding for the necessary compliance services; and,

WHEREAS, in order to provide strategic guidance for forthcoming federal audits, LP&L and INPOWERD agreed to increase the Not to Exceed (NTE) amount to provide funding for necessary compliance support services.

WHEREAS, LP&L and INPOWERD 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 INPOWERD hereby further amend the Original Agreement, as amended, as follows:

1. Article 3.4 is hereby deleted in its entirety, and the following is added as Article 3.4 of the Original Agreement, as amended, to wit:

“In no event may fees and expenses under this Agreement, including all Task Orders and SOW entered hereunder exceed three hundred sixty thousand one hundred and twenty dollars and no/cents (\$360,120.00).”

2. Exhibit A “2023 Rate Summary” is hereby deleted in its entirety and replaced in the Amended Original Agreement with the attached Exhibit A “2024-26 Rate Summary”.
3. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and in force.

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:

Chris Sims, Chief Performance Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

INPOWERD, LLC

By: 

Earl W. Shockley, President and Founder



**EXHIBIT A:
2024-26 Rate Summary**

Cost Sheet - Second Amendment: April 1, 2024 through July 31, 2026:

Service Description	Estimated Hours	Hourly Wage	Total Cost
Weekly Status Meetings - Technical Support: 1-hour weekly call with LP&L Compliance and Technical Staff. Beginning April 1, 2024 through July 31, 2026: ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior Consultant (CIP) – as required 1-hour monthly call with LP&L Cyber and EMS Staff. Beginning April 1, 2024 through July 31, 2026: ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior Consultant (CIP)	96	\$215	\$20,640
Document Review* – CIP Policies, SOPs and RSAWs: CIP Portfolio ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior Consultant (CIP) 693 Policies, SOPs and RSAWs: 693 Portfolio ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior Consultant (693) *3-4 hours of Teams calls per week for document review, in addition to weekly status meetings.	42 documents @ 3 hrs. each (126 hrs.)	\$215	\$27,090
General Compliance Support – Guidance on RFIs, self-reports, mitigations and other compliance related submittals for CIP and 693. ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior Consultant (CIP) – as required	TBD	\$215	Time & Materials
Training – Web based CIP – Annual Training ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior Consultant (CIP) – as required 693 – Engineering Group ➤ Senior Principal Consultant (Earl Shockley) ➤ Senior 693 Consultant – as required	6 hrs.	\$215	\$1,290
Onsite Support: 2 trips per year for 2 years ➤ Senior Principal Consultant (Earl Shockley) Estimated Travel Costs	12 hrs.	\$215	\$2,580
Onsite Support: 2 trips per year for 2 years ➤ Senior Principal Consultant (Earl Shockley) Estimated Travel Costs	24 hrs. per trip (96 hrs.)	\$215 \$2,500 per trip	\$20,640 \$10,000
Total Estimated Hours	768		

Service Description	Estimated Hours	Hourly Wage	Total Cost
Total Estimated Cost (4/1/24 – 7/31/26)			\$175,120

2024 Consulting Rate Chart

Cost Sheet	Rate
Senior Principal Consultant (Earl Shockley)	\$215 per hour (US Dollars)
Senior CIP Consultant (706, CIP, Cyber and Physical Security)	\$215 per hour (US Dollars)
Senior 693 Consultant (693, Operations, Planning)	\$195 per hour (US Dollars)
Technical Writer	\$150 per hour (US Dollars)



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: March 19, 2024

Summary:

Consider and award Invitation to Bid (ITB) #7104-24-EUA, LP&L Cable Pullers.

Background/Discussion:

This bid is for one (1) large underground cable puller and one (1) small underground cable puller that will be replacements to our fleet as approved in the FY 2023-24 Capital Program budget. This equipment will replace units in our underground department.

Fiscal Impact:

A total of **\$2,560,000.00** is appropriated and **\$572,726.00** available in account number **92841 (FY 2023-24 Vehicles & Equipment)** for this purpose.

Recommendation:

Staff recommends award of ITB #7104-24-EUA, LP&L Cable Pullers, to **Sherman and Reilly Inc. of Chattanooga, Tennessee for \$458,905.00**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
March 19, 2024**

Capital Project Number:	92841
Capital Project Name:	FY 2023-24 Vehicles and Equipment

	Budget
Total Appropriation	\$ 2,560,000

Expended	<i>Contract or PO Number</i>	
P-Card Misc		\$ (208)
Expended to Date		\$ (208)

Encumbered	<i>Contract or PO Number</i>	
Altec Aerial Devices - Sourcewell	21404031	\$ (1,400,706)
Randall Reed Planet Ford - Trucks	7101-24-EUA	(307,560)
Bobcat of Lubbock - Skid Steer	BuyBoard	(155,384)
Vermeer Texas-Louisiana - Pothole Machine	BuyBoard	(123,417)
Encumbered to Date		\$ (1,987,066)

Agenda Items March 19, 2024	<i>Contract or PO Number</i>	
Sherman and Reilly - Cable Pullers	7104-24-EUA	\$ (458,905)
Agenda Items for Consideration		\$ (458,905)

Estimated Costs for Remaining Appropriation	
Make Ready	\$ (113,821)
Estimated Costs for Remaining Appropriation	\$ (113,821)

Remaining Appropriation	-
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RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned public power utility of the City of Lubbock (“Lubbock Power & Light”); NOW, THEREFORE:

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

THAT the City of Lubbock, acting by and through Lubbock Power & Light, as concerns ITB #7104-24-EUA (the “Bid”), respecting the property described as Lubbock Power & Light Cable Pullers, as more particularly described in the Bid (the “Property”), to Sherman and Reilly Inc. of Chattanooga, Tennessee.

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

THAT the Lubbock Power & Light Purchasing Manager or his/her designee, BE and is hereby authorized and directed to execute for and on behalf of Lubbock Power & Light any and all purchase orders and related documents regarding the purchase of the Property pursuant to the Bid, as awarded herein.

Passed by the Electric Utility Board this 19th day of March 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

Prepared by the Purchasing Department for the March 19, 2024 Electric Utility Board Meeting

ITB 7104-24-EUA LP&L Cable Pullers

Closed: February 15, 2024 @ 2:00 pm C.S.T.

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days ARO
1	1	EA	BIG UNDERGROUND PULLER / AIR COMPRESSOR				
			Brooks Brothers Trailers	Troy, MO	\$ 218,047.00	\$ 218,047.00	150 Days
			*Sherman and Reilly Inc.	Chattanooga, TN	\$ 243,893.00	\$ 243,893.00	90 Days
			Techline Inc.	Amarillo, TX	\$ 253,970.00	\$ 253,970.00	60-90 Days
			Taza Supplies Inc.	South Holland, IL	\$ 305,000.00	\$ 305,000.00	70-95 Days
2	1	EA	SMALL UNDERGROUND PULLER / AIR COMPRESSOR				
			Brooks Brothers Trailers	Troy, MO	\$ 197,690.00	\$ 197,690.00	150 Days
			*Sherman and Reilly Inc.	Chattanooga, TN	\$ 215,012.00	\$ 215,012.00	90 Days
			Techline Inc.	Amarillo, TX	\$ 223,885.00	\$ 223,885.00	60-90 Days
			Taza Supplies Inc.	South Holland, IL	\$ 270,000.00	\$ 270,000.00	70-95 Days
			Disqualified				
			TSE International Inc.	Shreveport, LA			
			*Award Based on Delivery				
			Recommend for Award				
			Sherman and Reilly Inc.		\$ 458,905.00		



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: March 19, 2024

Summary:

Consider an amendment to the agreement for a professional services agreement with Hahn, formerly Hahn Public Communication, for communication and marketing services on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L).

Background/Discussion:

Since September 2013, Hahn has worked with LP&L to build all manner of communication platforms to educate Lubbock ratepayers on current and future business practices of the municipal electric utility. The contract approved by the LP&L Electric Utility Board (EUB) in August 2013 was a one-year contract with the staff option to renew annually for four years. The contract allowed for an annual not-to-exceed amount of \$251,500.00.

A new contract term of twenty-four months at the not-to-exceed amount at \$250,000 for each of the two contract years was approved by the EUB in August 2022. For the contract year running September 2022-2023, the contract work stayed within the not-to-exceed limit. For the contract year running September 2023-2024, the contract has reached its not-to-exceed limit, which is why this amendment is necessary.

Large amounts of educational materials (animated videos, shopping guides/brochures, messaging platforms, communication strategies, and marketing work for interactive events) were created in order to properly educate the public on how to successfully transition to a new form of electric delivery system by 2024. Much of this work took place in the first few months of this contract year causing the monthly invoicing to be substantially higher than normal. This amendment increases the not-to-exceed amount by \$100,000 allowing normal communications work to continue uninterrupted for the remainder of the contract year.

In FY 2017-18, Hahn created the City of Lubbock Utilities branding, website, and corresponding communications and social media platforms. Additionally, in FY 2017-18, Hahn continued the day-to-day communication and education work for the utility, but put a focus on assisting in developing communication, education and presentation platforms related to new technology projects, public transmission line projects, rate management methodology, long-term infrastructure improvements (including the implementation of advanced meters and new customer billing system) and all aspects of the ERCOT and the transition to retail competition.

Going forward, the major project next contract year is a complete revamp of the LP&L and City of Lubbock Utilities websites. This will include the incorporation of new technology being discussed by the Customer Engagement Committee and Customer Service team.

Fiscal Impact:

The proposed amendment to the professional services agreement with Hahn increases the annual not-to-exceed amount of \$250,000.00 by \$100,000.00, bringing the annual not-to-exceed amount for contract year 2023-24 to \$350,000.00.

Recommendation:

Staff recommends the Electric Utility Board approve the amendment to the professional services agreement with Hahn for communication and marketing services on behalf of LP&L in order to continue building the necessary communications platforms to properly education the public on upcoming changes to how they receive electricity and day-to-day business procedures of the utility.

RESOLUTION

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

WHEREAS, LP&L engaged the firm of TexHahn Media, Inc., DBA Hahn (“Hahn”) for professional consulting services related to marketing campaigns, marketing social research, and other public relations activities via EUB Resolution No. EUB2022 -R0081 on August 16, 2022;

WHEREAS, LP&L and Hahn now desire to increase the Not to Exceed (NTE) amount by \$100,000.00 to provide additional funding for the described services. 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 is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), a First Amendment to Professional Services Contract by and between LP&L and TexHahn Media, Inc., DBA Hahn, as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 19th day of March, 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

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This First Amendment to Professional Services Contract (“Amendment”), is entered into and effective the ___ day of March, 2024, by and between the City of Lubbock, Texas, acting by and through Lubbock Power & Light (“LP&L”), and TexHahn Media, Inc., DBA Hahn (“Contractor”).

WITNESSETH

WHEREAS, LP&L and Contractor entered into a Professional Services Contract (the “Original Agreement”), on or about August 16, 2022, under the authority of the LP&L Chief Administrative Officer, wherein LP&L contracted with Hahn to provide professional consulting services related to marketing campaigns, marketing social research, and other public relations activities (the “Activities” or “Services”) as described in detail in the Original Agreement.

WHEREAS, in order to continue providing the Services, LP&L and Contractor desire to increase the Not to Exceed (NTE) amount to provide funding for necessary media and public relation services;

WHEREAS, LP&L and Contractor now desire to enter into this First Amendment providing for such matters;

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

1. Article II (C) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“The total sum to be paid hereunder shall not exceed, in any circumstance, Six hundred thousand and no/dollars (\$600,000.00).”

2. Except as amended hereby, the terms and conditions of the Original Agreement and its subsequent amendments shall remain valid and in force.

IN WITNESS WHEREOF, the parties have executed this First 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 Administrative Officer

APPROVED AS TO CONTENT:

Matt Rose, Chief Public Affairs Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

TexHahn Media, Inc.

By:  _____

Title: Principal _____