

**The Electric Utility Board of  
Lubbock Power & Light Agenda  
June 18, 2024  
11:00am**

Gwen Stafford, Chair  
Edwin “Butch” Davis, Vice  
Chair, P.E.  
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](http://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:
  - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
  - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses 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 confidential matters pertaining to integration into retail market competition;
  - (iii) legal advice and counsel regarding contemplated litigation matters;
  - (iv) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
  - (v) *Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service*, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657;
  - (vi) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and
  - (vii) *City of Lubbock v. Trumble Steel Erectors, Inc.*, Cause No. DC-2024-CV-0165 proceeding in 237<sup>th</sup> 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).
  
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).

*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**

8. Approve the minutes from the Regular Electric Utility Board meeting on May 21, 2024.
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.
10. 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.
11. Consider a resolution to approve the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement, by and between the City of Lubbock, acting by and through LP&L, and INPOWERD, LLC, a Tennessee Company to furnish specialized staffing services necessary for emergent and ongoing critical operations and compliance needs as described more fully in the Agreement. This Agreement has a Not-to-Exceed amount of \$500,000.00 and an initial term of 1 year.
12. 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 14th day of June 2024, at 10:00 A.M.

By: *Beatrice Duenez*

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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.  
\*\*\*\*\*



**The Electric Utility Board of  
Lubbock Power & Light Minutes  
May 21, 2024  
11:00am**

Gwen Stafford, Chair  
Edwin “Butch” Davis, Vice  
Chair, P.E.  
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



***Lubbock Power & Light***

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Joel Ivy, Chief Administrative Officer  
Keli Swan, General Counsel

**CITIZENS TOWER**

**1314 Ave K  
Lubbock, Texas 79401**

**OPEN SESSION:  
City Council Chambers**

**EXECUTIVE SESSION:  
Citizens Tower  
Conference Rooms 201A and 201B**

**EUB**

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

**City Staff**

Courtney Paz  
Jarrett Atkinson  
Mitch Satterwhite

**City Council**

Mayor Tray Payne  
Christy Martinez-Garcia  
Brayden Rose

**LP&L Staff**

Keli Swan  
Joel Ivy  
Beatrice Duenez  
Blair McGinnis  
Joe Jimenez  
Kacey Sylvia  
Felix Orta  
Michael Winegeart  
Chris Sims  
Clint Gardner  
Michelle Cook  
Ashley Busch  
Tom Jennings  
Kody Morris  
Harvey Hall  
Luke Miller  
Cody Kirk  
Marty Muniz  
Tonya Gomez  
Amy Day  
Jeff Baker

1. Call to Order.

***Board Chair, Ms. Gwen Stafford, called the meeting to order at 11:02 a.m.***

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.

***No members of the Public signed up for public comment.***

#### ***Photo Recess***

***Following the photo, Board Chair Stafford, reconvened the meeting in open session at 11:17am.***

#### **Open Session**

4. Approve the minutes from the Regular Electric Utility Board meeting on April 16, 2024.

***Board Chair Stafford asked for a motion to approve the minutes for the Regular Electric Utility Board Meeting on April 16, 2024. Mr. Butch Davis made the motion to approve, Mr. Eddie Schulz seconded the motion, which was approved by a vote of 8-0. Chair Stafford also called out the need to delete the last sentence of May Agenda Item 8 and replace it with the following: This Amendment changes the Not-to-Exceed of the Original Agreement from \$766,958.00.***

5. 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 March. Ms. Sylvia also summarized information related to the income statements and budget to actuals models for March. Ms. Sylvia answered questions regarding predicted upcoming balance changes and informed the Board those were predicted to show in the April numbers, due to the transition to competition.***

6. Presentation and discussion of operational technology landscape including platforms, interoperability, integrations, departments and operating budgets of Lubbock Power & Light including the City of Lubbock Utilities.

***Mr. Chris Sims gave a presentation on the LP&L technology landscape and the different divisions, such as different users and hosts, on-site and cloud based, and interconnectivity between systems, users, and departments. Mr. Sims presented the operating budget, showing how money was being expended from a systems perspective, rather than a traditional department perspective. Mr. Sims answered Board questions regarding Security, duplication of applications, and interdepartmental integrations***

***Between Item 6 and Item 7, Chair Stafford took a moment to recognize the first Chair of the LP&L Electric Utility Board, Mr. W. R. Collier, and to thank him for his service and leadership.***

7. Presentation and discussion of the Customer Engagement Meeting held on May 14, 2024 and approval of the minutes by the committee.

***Mr. Clint Gardner presented on the Customer Engagement Committee meeting from May 14, 2024, for the full board. Mr. Gardner reiterated that the top priority was to look at implementing technology solutions for the customer service department to help address personnel and workload issues. Chair Stafford asked for a motion to approve the minutes for the Customer Engagement Meeting on April 14, 2024. Dr. Solomon Fields made the motion to approve, Mr. Lewis Harvill seconded the motion, which was approved by a vote of 8-0.***

8. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Second Amendment to the Oracle Ordering Document US-10368397, by and between the City of Lubbock, acting by and through LP&L, and Oracle America, Inc., regarding ongoing and outstanding move-to-market project tasks and to assist with further integration tasks. This Amendment is to extend the term of the Agreement by one year and expand the scope of work as described more in detail in the Amendment. This Amendment does not change the Not-to-Exceed Original Agreement.

***Chair Stafford requested that the last sentence regarding the Not-to-Exceed amount be changes to the following: This Amendment changes the Not-to-Exceed of the Original Agreement from \$766,958.00. Mr. Clint Gardner presented to the Board the details of the***

*Ordering Document amendment, primarily a term extension with an increase to the funds available for use in the project related to move-to-market needs. Board Chair Stafford asked for a motion to approve the Second Amendment to the Ordering Document. Dr. Craig Rhyne made the motion to approve, Mr. Eddie Schulz seconded the motion, which was approved by a vote of 8-0.*

### **Executive Session**

*The Board recessed into Executive Session at 12:45 p.m*

9. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
  - Risk management information, including but not limited to, contracts, and strategies, especially regarding, bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
  - Discuss and take possible action related to the assessment and disposition of generation assets.
  
10. 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;
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  - (iii) legal advice and counsel regarding contemplated litigation matters;
  - (iv) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
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(vi) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and

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11. 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).

12. Adjourn.

***There being no further business to come before the Board, the Chair reconvened the meeting into open session and then adjourned the meeting at 2:02 p.m.***

Prepared by:

Approved by:

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Eddie Schulz, Secretary

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Gwen Stafford, Chair

# Electric Utility Board Meeting May 21, 2024



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## Agenda Item #5 March Financial Presentation





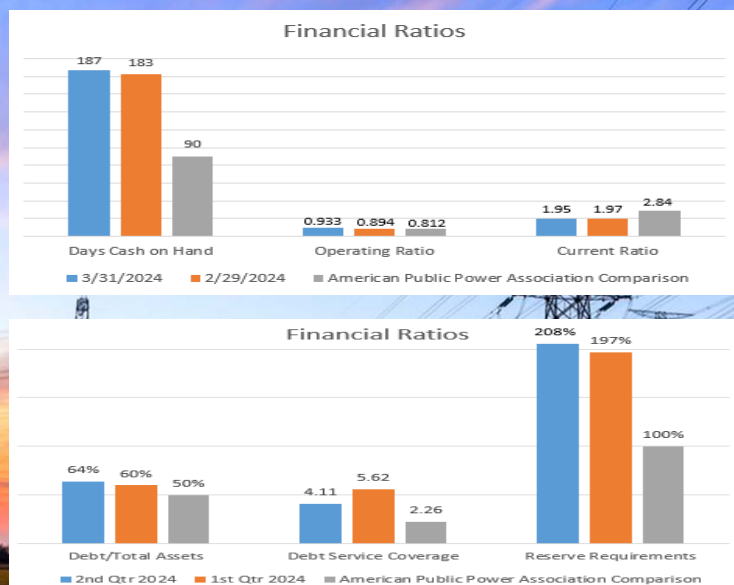
## Balance Sheet and Cash Flows – March (Page 20-21 and Page 23)

	March 2024	February 2024	Variance
<b>ASSETS</b>			
Current assets:			
Pooled cash and cash equivalents	\$ 130,481,566	\$ 127,059,485	\$ 3,422,081
Receivables, net	28,979,882	36,637,627	(7,657,745)
Deferred Expenses - PPRF	-	-	-
Other Current Assets	3,377,602	3,351,198	26,404
Total current assets	162,839,049	167,048,309	(4,209,260)
Noncurrent assets:			
Restricted investments	57,371,184	61,018,152	(3,646,968)
Prepaid expenses	744,442	755,553	(11,111)
	58,115,626	61,773,705	(3,658,079)
Total capital assets	648,997,903	647,575,896	1,422,007
Total noncurrent assets	707,113,529	709,349,601	(2,236,072)
Total Assets	\$ 869,952,578	\$ 876,397,910	\$ (6,445,332)
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	\$ 12,190,629	\$ 18,539,785	(6,349,156)
Deferred Revenues - PPRF/FFE Over Collection	40,173,541	32,866,398	7,307,143
Customer Deposits	-	3,699,568	(3,699,568)
Other Current Liabilities	12,835,785	11,175,142	1,660,643
Bonds payable	18,375,000	18,375,000	-
Total current liabilities	83,574,955	84,655,894	(1,080,939)
Noncurrent liabilities:			
Total noncurrent liabilities	587,526,957	587,526,957	-
Total Liabilities	\$ 671,101,912	\$ 672,182,851	\$ (1,080,939)
<b>NET POSITION</b>			
Total Net Position	\$ 209,024,726	\$ 214,389,120	\$ (5,364,394)

	March 2024	March 2024 FYTD
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers	\$ 24,531,283	\$ 166,029,696
Payments to suppliers	(19,760,126)	(181,986,302)
Payments to employees	(1,982,391)	(13,147,482)
Other receipts (payments)	(215,544)	(6,506,879)
Net cash provided (used) by operating activities	2,573,222	(35,610,966)
<b>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Net cash provided (used) by noncapital and related financing activities	(182,605)	(1,095,628)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Net cash provided (used) for capital and related financing activities	(3,316,085)	36,202,649
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net cash provided (used) by investing activities	4,347,548	15,499,255
Net increase (decrease) in cash and cash equivalents	3,422,081	14,995,307
Cash and cash equivalents - beginning of period	127,059,485	115,486,259
Cash and cash equivalents - end of period	130,481,566	130,481,566

3

## Financial Ratios– March



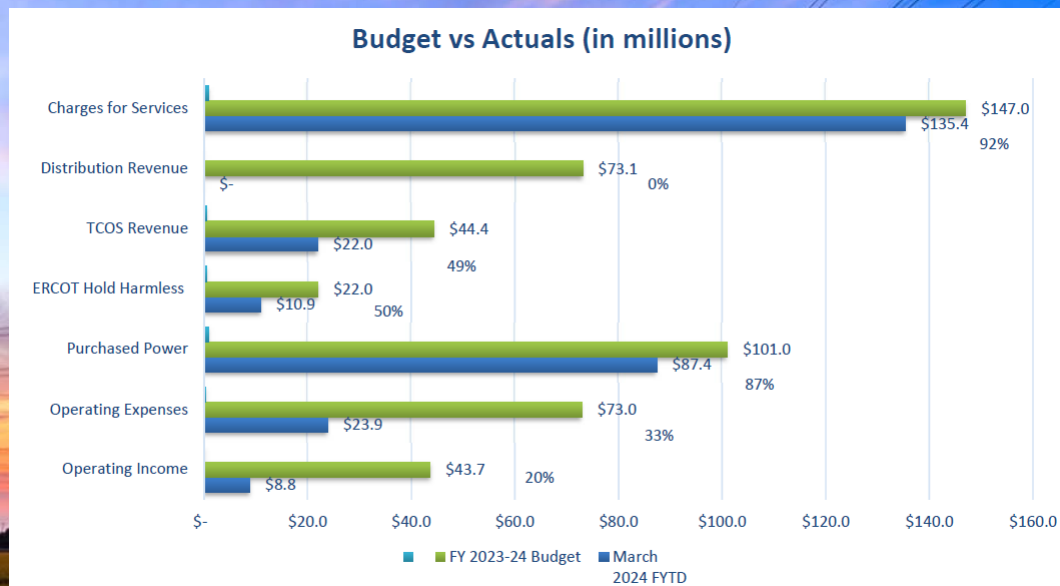
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### Income Statement– March (Page 22)

	March 2024	March 2023	March 2024 FYTD	March 2023 FYTD
<b>OPERATING REVENUES</b>				
Charges for services	\$ 14,832,329	\$ 26,448,700	\$ 135,365,713	\$ 167,986,208
(Over)/under collection	(6,968,572)	(4,424,699)	(14,315,007)	(23,246,289)
TCOS Revenue	3,662,997	3,461,493	21,977,817	20,768,973
ERCOT Hold Harmless	(1,822,910)	(1,822,921)	(10,937,368)	(10,937,527)
Provision for bad debts	(137,449)	(96,436)	(270,747)	(387,011)
Total Operating Revenues	9,566,395	23,566,136	131,820,409	154,184,353
<b>OPERATING EXPENSES</b>				
Personal services	1,982,391	1,928,056	13,147,482	12,316,703
Supplies	183,681	132,780	885,794	916,189
Maintenance	308,875	394,083	1,768,115	2,015,567
Purchase of fuel and power	7,622,982	15,942,039	87,401,572	98,698,745
Other services and charges	1,640,026	1,459,622	8,126,211	7,971,419
Depreciation and amortization	1,901,827	1,786,320	11,653,086	10,737,517
Total Operating Expenses	13,639,781	21,642,900	122,982,261	132,656,141
Operating income	(4,073,386)	1,923,237	8,838,149	21,528,212

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### Budget to Actuals – March (Page 33)

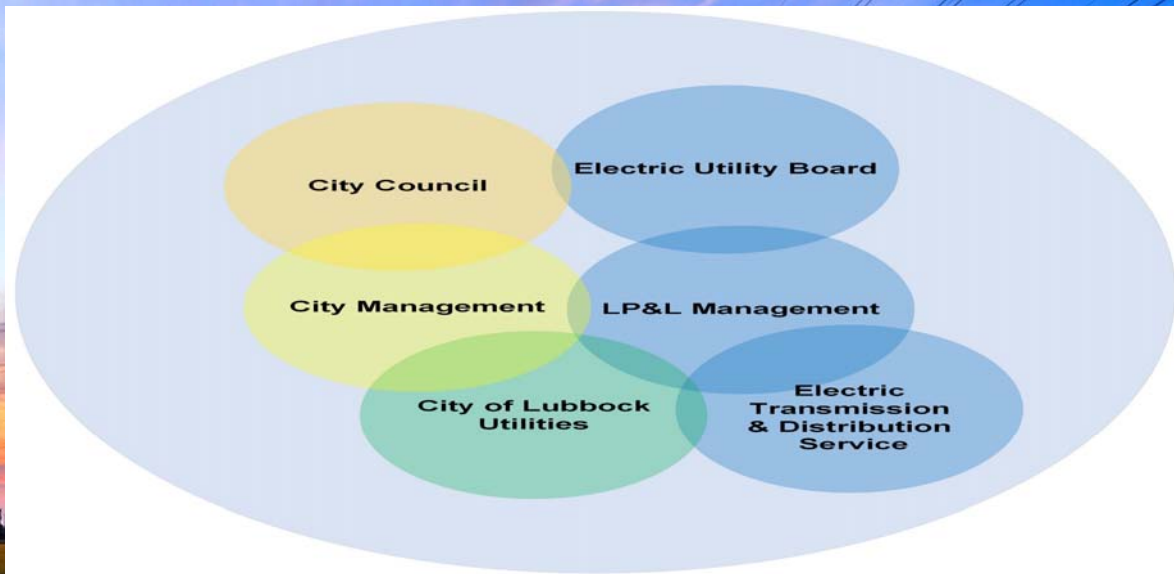


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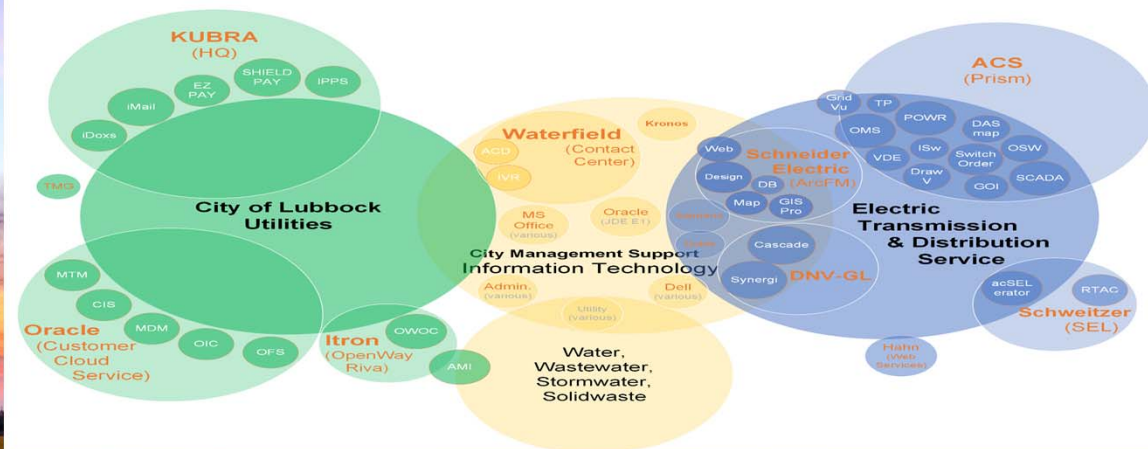
Strategic Plan Blueprint 2030 Optimized Infrastructure & Technology  
**Who Is Lubbock Power and Light?**



9

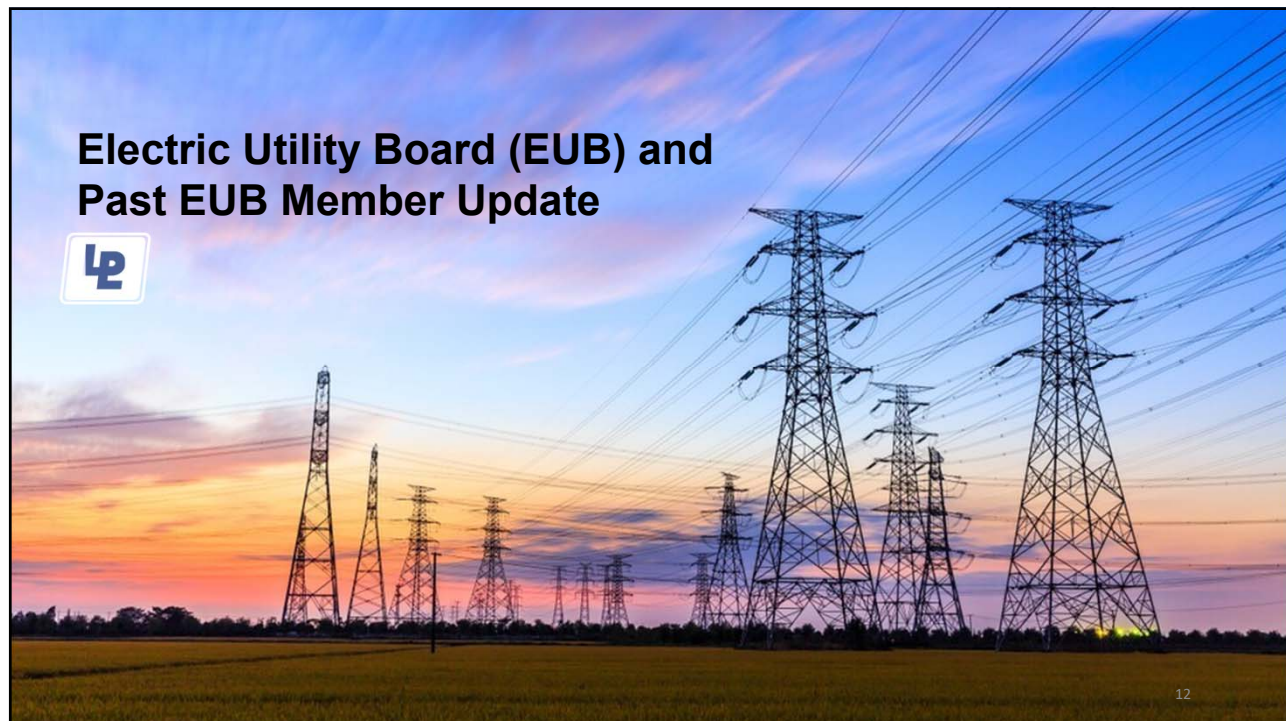
Strategic Plan Blueprint 2030 Optimized Infrastructure & Technology

LP&L FY23-24 Operating Technology Landscape



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## Key Dates

- **Memorial Day Weekend, 2021 – Initial transition to ERCOT**
- **December 9-11, 2023 – Final transition to ERCOT**
  - SPS Partial Requirements Agreement officially terminated on October 30, 2023
- **January 5, 2024 – Shopping Window/Fairs began**
- **April 2, 2024 – LP&L stopped providing power to our customers**
- **April 11, 2024 – ERCOT notified the PUCT and Market Participants of the completion of the transition.**

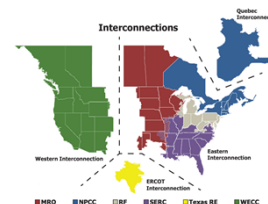
## Notable Stats

**Largest migration of electrical load from one N.A. interconnection to another**

**Largest migration of customers into a retail market since 2002 (market open)**

**Only municipal utility to enter the ERCOT retail market**

**66% of customers chose a provider by the deadline. Many more chose over the next few weeks.**



**ercot**

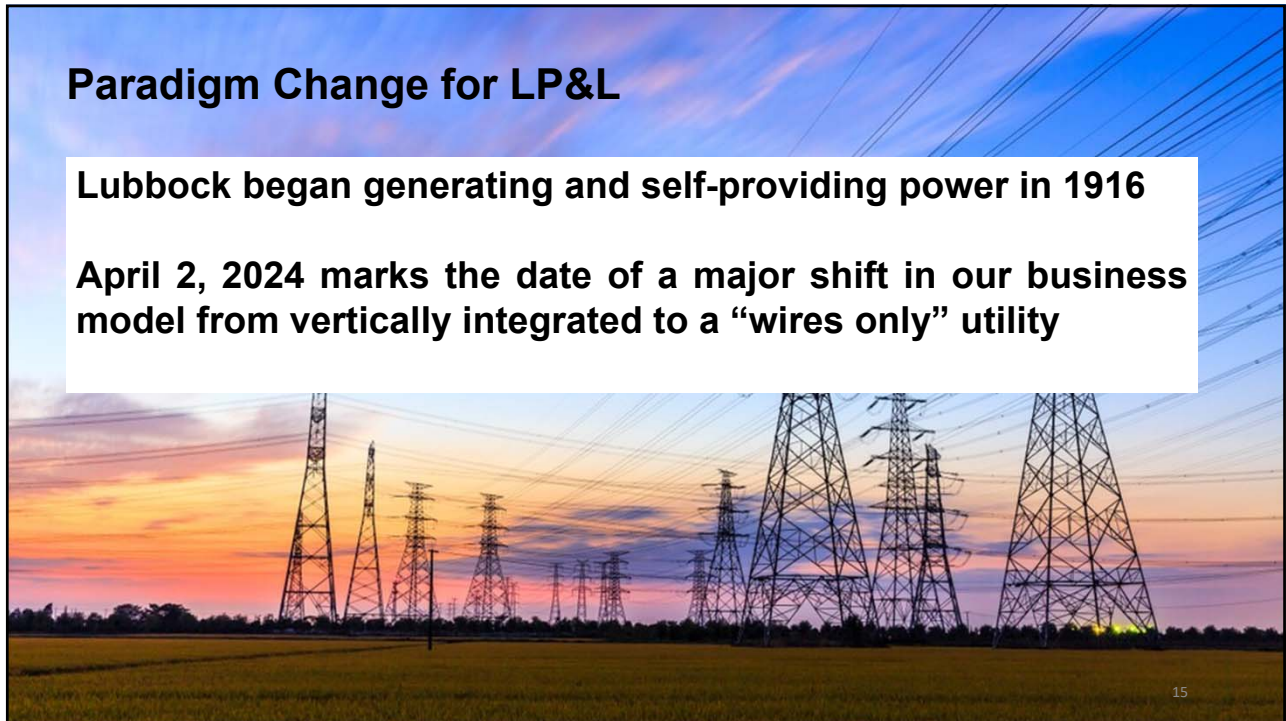




## **Paradigm Change for LP&L**

**Lubbock began generating and self-providing power in 1916**

**April 2, 2024 marks the date of a major shift in our business model from vertically integrated to a “wires only” utility**



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## **Generator Update**

**LP&L ceased generating its own power on October 2, 2023**

**We are seeking a final disposition of these assets**

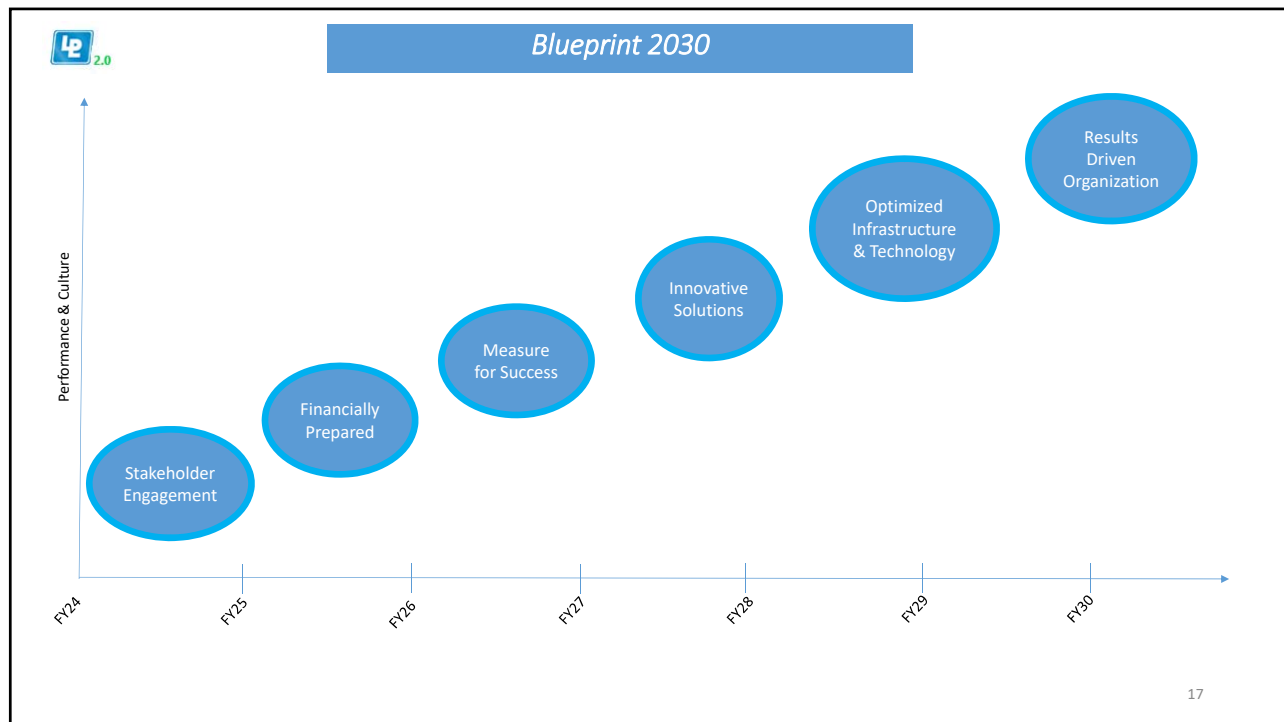
**Sell**

**Lease**

**Demolish/Salvage**



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# Blueprint 2030

Pillars of Success	Goals	FY25	FY26	FY27	FY28	FY29	FY30
Customer Value	Rates in TDU mid-mkt by 2028	Begin rate reduction (5.5)%		Implement up to (12.5)% →			
	Establish Customer Engagement programs by 2025	Establish customer programs					
		Deploy customer programs →					
Financial Resiliency	Debt/Asset Ratio < 50% 2026	1 <sup>st</sup> debt buydown	2 <sup>nd</sup> debt buydown	3 <sup>rd</sup> debt buydown	Reassess		
	Days Cash > 90	Annual Cost of Service Analysis →					
System Modernization	SAIDI/SAIFI 60/1.0 by 2030	Begin 4kV & Dual Pole Alley Modernization →					
	Technology Improvements by 2030	Create Technology Master Plan →					
		Deploy Technology Master Plan →					
		Begin 69kV modernization →					
		Begin 345kV (or alt) project →					
		Develop & implement Distribution Automation →					

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




# Income Statement and Budget to Actuals – April

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## Finance

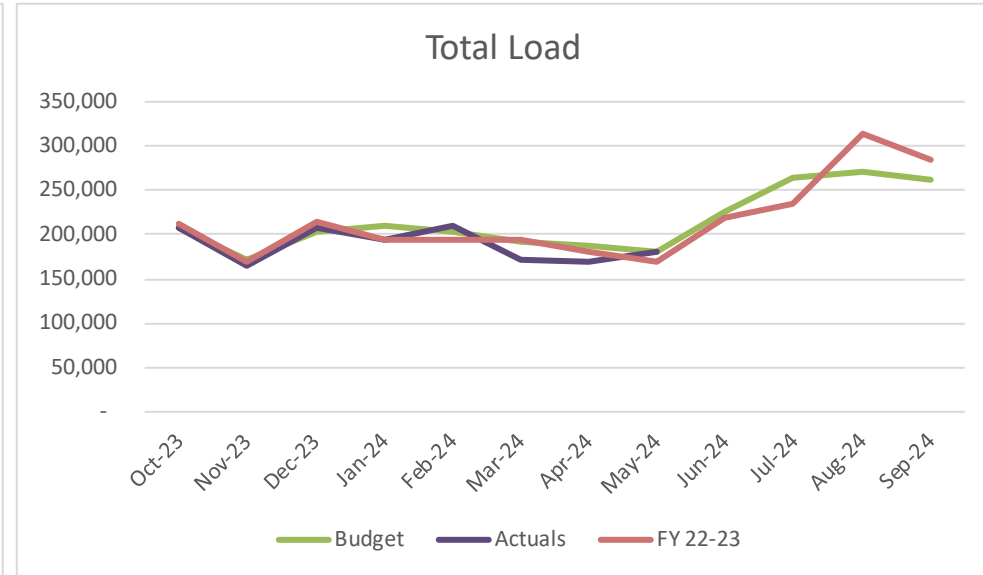
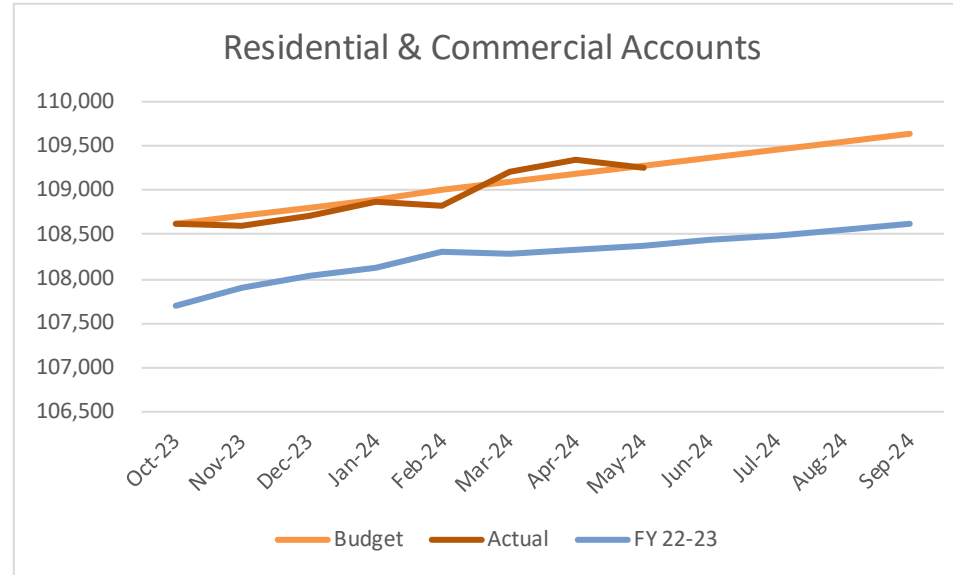
*Effectively measure and maintain financial risk exposure and performance of LP&L for the ongoing health of the utility and protection of ratepayer assets.*

Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
April	0.812	0.940		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
April	2.84	2.47		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)
April	90	153		Number of days operating expenses can be covered by current cash on hand. A higher number is better.



# Customer Energy Usage Budget to Actuals – May

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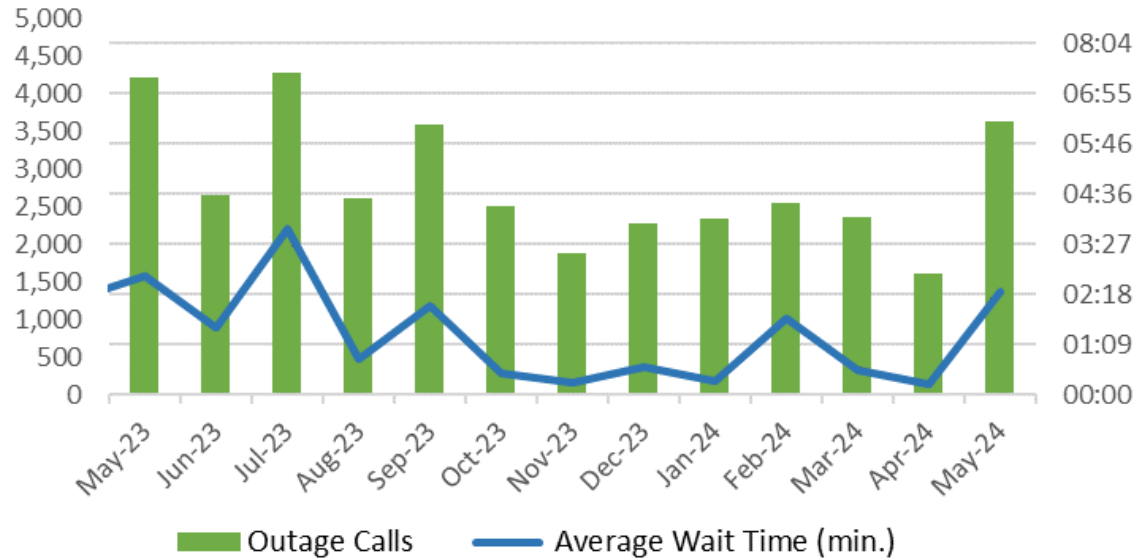


	May				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
Residential	66,490	70,112	3,622	5.2%	570,962	588,934	17,972	3.1%
Commercial & Industrial	114,518	111,183	(3,335)	-3.0%	935,750	965,678	29,928	3.1%
Total	181,007	181,295	287	0.2%	1,506,712	1,554,612	47,900	3.1%
Average Usage (kwh)								
Residential	704	730	26	3.6%	6,046	6,132	86	1.4%
Commercial & Industrial	7,759	8,402	643	7.7%	64,547	72,979	8,432	11.6%
Total	8,463	9,132	670	7.3%	70,593	79,111	8,518	10.8%

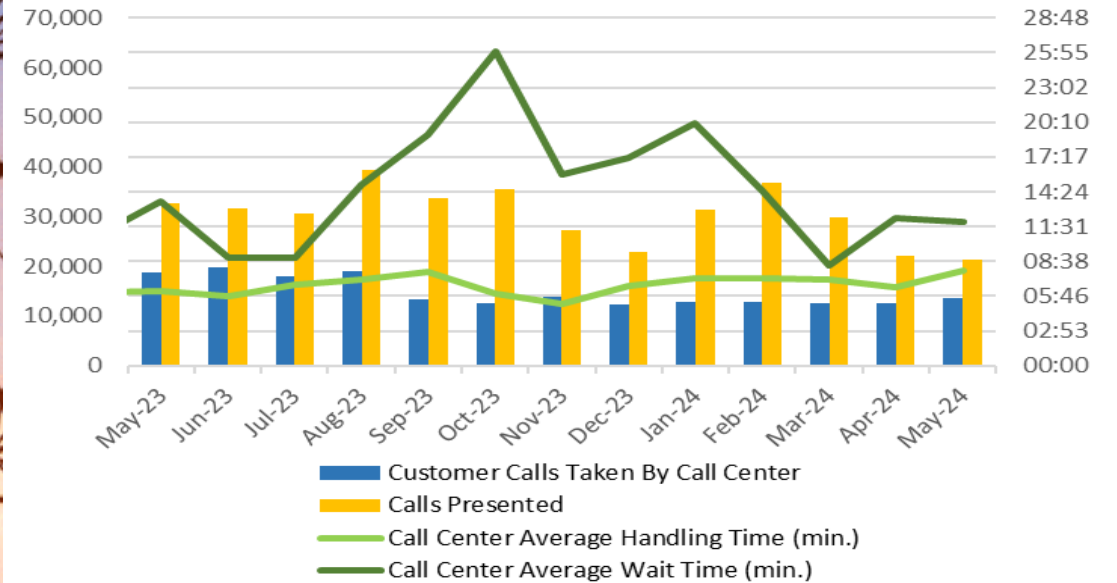
# LP&L Customer Service Metrics – May

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## Outage Calls Activity



## Call Center Activity



# Executive Summary

## LPandL.com

The “REPs List” page saw an increase (20%), likely due to customers reviewing information as they received their first bills from their new providers.

## Community Engagement

Recent community engagement efforts have included efforts across social media to highlight employees along with volunteer efforts. LP&L has participated in Safety City, elementary school career days, and various community events to foster positive community relations.

## New Brand Guidelines

We have implemented new brand guidelines to enhance consistency and professionalism across all company communications.

## Infrastructure Efforts

Improvements are being made at the Yellowhouse Substation, Northeast Substation, and Red Raider Substation to increase capacity and improve power distribution.

May	Impressions	% Change from Previous Month
Earned	200,258,404	21,022%
Owned (Social + Website)	71,713	11%
Total	200,330,117	19,676%



## Highlights

- This month's posts covered employee appreciation, ERCOT weather alerts, and holiday closures.
- An additional post included a photo album from the Lineman Appreciation Breakfast on April 18.
- There was one boosted post this month to promote the Plugged In spotlight on Jack Romans' induction to the Lineman Hall of Fame.

Type	Posts	Impressions	Engagements
Organic	9	8,796	704
Boosted	1	16,838	1,166
Total	10	25,634	1,870

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**Lubbock Power & Light**  
Published by Chloe Roman · May 17 at 9:03 AM · 🌐

At the Lubbock Memorial Civic Center on April 18, we came together to honor the dedication of our linemen. Thanks to Kody Morris, Blair McGinnis, Gwen Stafford, and guest speaker Texas Tech University Head Football Coach Joey McGuire.

We're thrilled to announce the recognition of Dusty Rice as the Lineman Apprentice of the Year, and the induction of Jack Roma into the esteemed Lineman Hall of Fame for 2024. This tradition symbolizes our unwavering commitment to honoring t... See more

**LubbockPower&Light** @lpandl · May 6  
Proud to honor our Market Ops team for their vital role in ERCOT cutover, making Lubbock the largest electrical load migration into ERCOT. Their dedication and teamwork made it possible. Thank you for your hard work!

🗨️ 2 ❤️ 2 📊 587 🔖 🔄

**Lubbock Power & Light**  
Published by Sprout Social · May 6 at 11:40 AM · 🌐

We're thrilled to announce that during our April 17 board meeting we recognized the Market Ops team for their outstanding support during the ERCOT cutover with a well-deserved certificate of appreciation. Their efforts were instrumental in making Lubbock the largest electrical load to migrate into ERCOT in state history.

We're incredibly proud of all our employees whose dedication and teamwork have made these achievements possible. Your unwavering commitment drives our succ... See more

**Lubbock Power & Light**  
Published by Chloe Roman · May 7 at 10:15 AM · 🌐

TXANS Update 2024:

## Weather Watch

MAY 8

ercot | TXANS

Learn more: [www.ercot.com/txans](http://www.ercot.com/txans)

**Electric Reliability Council of Texas**

May 7 at 10:02 AM · 🌐

ERCOT has issued a Weather Watch for Wednesday, May 8, due to unseasonably high temperatures, high levels of expected maintenance outages during the spring show... See more

# Community Engagement

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## Plugged In

### Highlights

- This month's Plugged In spotlighted Lineman Hall of Fame Inductee Jack Romans.
- The video interview story shared information on his achievements and his career story with LP&L.
- A corresponding social post was boosted to further promote the spotlight on May 10.
- Everything Lubbock picked up the story and ran a web article, resharing the Plugged In post.

**Lubbock Power & Light**  
Published by Sprout Social · May 10 at 9:42 AM · 🌐

Join us in celebrating Jack Romans' induction into the LP&L Lineman Hall of Fame! From his dedication to safety to his relentless pursuit of excellence, Jack's journey sets an example for us all. Check out the full video interview at this link, and congratulations Jack:



**Lineman Hall of Fame 2024 - Jack Romans**

See insights and ads

114 18 comments 4 shares

Weather Sports Contests About Us Find It Fast Weekly Features TV Schedule Jobs

**LOCAL NEWS**

## Former Lubbock Power & Light lineman inducted into Lineman Hall of Fame

by: Georgina Johnston  
Posted: May 10, 2024 / 05:06 PM CDT  
Updated: May 10, 2024 / 05:13 PM CDT

SHARE

LUBBOCK, Texas — Jack Romans, a former Lubbock Power & Light lineman, was inducted into the Lineman Hall of Fame, according to LP&L on Friday.

Romans spent about 20 years with LP&L as a crew foreman and retired in 2015. During his time with LP&L, he said safety was one of the most important parts of the job.

"You're watching over each other and taking care of one another. There's really no room for mistakes, everyone has to be really diligent and watch over one another while they are working," Romans said. "After the work is done, they are your best friends."

**BESTREVIEWS.COM - TOP MAKE EVERYONE HAPPY**

**Target's Father's Day so, so good**  
Holiday • 5 hours ago



# Community Engagement

## Local Events & Volunteer Efforts

### Highlights

- **Safety City**
  - LP&L demonstrated electric safety to Lubbock students at Safety City.
  - Through onsite Safety Fairs, we provide valuable education on electric safety and other programs.
- **Community Engagement**
  - ***Honey Elementary Career Day:*** Our team inspired young minds by sharing insights about careers in the electric industry.
  - ***LISD Rocking Resource Roundup:*** We participated from 8a-12p, showcasing our bucket truck and arc demo.
  - ***Touch A Truck at Mahon Library:*** Engaged with the community, giving kids a hands-on experience with our equipment.
- **Volunteer Opportunities**
  - Our team made an impact by volunteering at the South Plains Food Bank, helping sort and distribute food.



# Community Engagement

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## Employee Highlights

### Highlights

- **Market Operations Appreciation**
  - We extend our gratitude to the market operations teams for ensuring a smooth retail electric competition transition.
  - We're proud to announce they received their certificates at the April Electric Board Meeting, marking their outstanding contributions.
- **Lineman and Employee Appreciation Days**
  - We celebrated Lineman and Employee Appreciation Days with tributes and special events, honoring the hard work and dedication of LPL's linemen and employees.
  - These events showcased the remarkable team spirit that fuels our community.



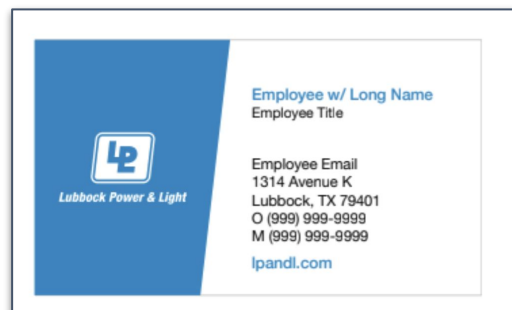


# New Brand Guidelines

## Branding Updates

## Highlights

- **Updated LP&L Brand Guidelines**
  - We have implemented new brand guidelines to enhance consistency and professionalism across all company communications.
  - This update includes redesigned business cards for all LP&L employees.
  - Additionally, new standardized email signatures and letterheads have been created for use company-wide.



### Logo Guidelines

#### Logo without Tagline

This horizontal version of the logo without the tagline is the preferred logo and should be used in most instances. If needed, the vertical version can be used instead.

When using the LP&L logo, allow sufficient space around it so the logo is distinctive and stands on its own. The amount of clear space is proportional to the size of the "L" in the lettermark. The standard LP&L logos and lettermark is the blue gradient, however it may also be used in all-white, all-black, and all blue.

The wordmark utilizes **Arial Narrow Bold Italic**. There are currently no established brand typefaces but those used in the past are DIN Condensed, DIN Next Pro LT, Helvetica Neue, and Trade Gothic Next LT Pro.

### Acceptable Logo Uses

There are two acceptable versions of the LP&L logo. Each can be used in color, all black, or reversed (all white). Use the Logo without Tagline as the primary logo, and only use the LP&L Lettermark in specialized applications.





# Infrastructure Efforts

## Upcoming Projects and Improvements

### Highlights

- **Yellowhouse Substation:** We've completed a capacity upgrade, ensuring more reliable power for customer needs. Yellow House is a crucial part of our power system in North Lubbock, supplying electricity to major industrial and commercial customers.
- **Northeast Substation:** Construction is nearly finished on another capacity upgrade here, further boosting our network's efficiency and enhancing reliability for existing customers by accommodating future growth. Phase 1 is completed featuring the new transformer and distribution breakers. Phase 2 is set to finish by the end of July.
- **Red Raider Substation:** This is a new distribution feeder buildout, designed to improve power distribution in the area.



# July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 EUB Financial Committee Meeting	2	3	4 CITY HOLIDAY	5	6
7	8	9 City Council Meeting	10	11	12	13
14	15	16 EUB Meeting	17	18	19	20
21	22 APPA Policy Makers Council Washington, D.C. TPPA Annual Conference Austin, Texas	23 City Council Meeting	24	25	26	27
28	29	30	31			

# August 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13 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	31

**Lubbock Power and Light**  
**Monthly Management Report**  
**Statements of Net Position**  
**April 30, 2024**

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	April 2024	September 2023
<b><u>ASSETS</u></b>		
Current assets:		
Pooled cash and cash equivalents	106,624,944	115,486,259
Receivables, net	20,954,779	48,198,085
Deferred Expenses - PPRF	-	-
Interest receivable	-	571,756
Prepaid expenses	25,000	25,000
Inventories	3,530,954	3,339,461
Total current assets	131,135,677	167,620,561
Noncurrent assets:		
Restricted investments	53,876,682	68,021,315
Prepaid expenses	733,331	811,109
	54,610,013	68,832,424
Capital assets:		
Construction in progress	54,300,609	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	431,100,094	431,090,424
Regional Trans Market Oper Plant	2,767,780	2,767,780
General Plant	56,001,889	56,470,926
Less accumulated depreciation	(326,240,777)	(313,144,941)
Total capital assets	650,504,639	640,131,751
Total noncurrent assets	705,114,651	708,964,175
Total Assets	\$ 836,250,328	\$ 876,584,736
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
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**  
**April 30, 2024**

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	<b>April 2024</b>	<b>September 2023</b>
<b><u>LIABILITIES</u></b>		
Current liabilities:		
Accounts payable	\$ 7,382,527	\$ 90,698,146
Deferred Revenues - PPRF/FFE Over Collection	41,348,346	25,182,458
Accrued liabilities	1,186,220	2,916,785
Accrued interest payable	852,140	8,580,205
Customer deposits	191,095	4,578,558
Compensated absences	2,063,359	2,063,359
Notes Payable	-	-
Bonds payable	-	17,720,000
Total current liabilities	<u>53,023,687</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>\$ 640,550,644</u>	<u>\$ 672,888,762</u>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
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>
<b><u>NET POSITION</u></b>		
Net investment in capital assets	\$ 136,663,529	\$ 190,370,981
Restricted for:		
Debt Service	27,947,210	25,553,992
Unrestricted	41,263,005	(2,054,938)
Total Net Position	<u>\$ 205,873,744</u>	<u>\$ 213,870,034</u>

**Lubbock Power and Light**  
**Monthly Management Report**  
**Statements of Revenues, Expenses, and Changes in Net Position**  
**April 30, 2024**

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	April 2024	April 2023	April 2024 FYTD	April 2023 FYTD
<b><u>OPERATING REVENUES</u></b>				
Charges for services	\$ 7,001,603	\$ 26,851,561	\$ 142,367,317	\$ 194,837,769
(Over)/under collection	(1,134,984)	(4,423,051)	(15,449,991)	(27,669,340)
TCOS Revenue	3,662,970	3,461,496	25,640,787	24,230,469
ERCOT Hold Harmless	(1,822,883)	(1,822,921)	(12,760,250)	(12,760,448)
Provision for bad debts	(181,802)	(135,483)	(452,548)	(522,494)
Total Operating Revenues	7,524,905	23,931,602	139,345,314	178,115,955
<b><u>OPERATING EXPENSES</u></b>				
Personal services	2,013,449	1,861,188	15,160,931	14,177,891
Supplies	124,770	159,104	1,010,565	1,075,293
Maintenance	291,784	338,450	2,059,899	2,354,017
Purchase of fuel and power	2,805,005	14,207,806	90,206,577	112,906,551
Other services and charges	832,639	1,171,112	8,958,851	9,142,532
Depreciation and amortization	1,901,827	1,783,923	13,554,913	12,521,441
Total Operating Expenses	7,969,474	19,521,583	130,951,735	152,177,724
Operating income	(444,569)	4,410,019	8,393,580	25,938,231
<b><u>NON-OPERATING REVENUES (EXPENSES)</u></b>				
Interest income	638,320	604,151	4,915,687	3,787,240
Disposition of assets	-	19,997	52,418	25,603
Miscellaneous	(663,220)	(1,239,041)	(7,170,099)	(9,132,381)
IRS Build America Bond Subsidy	-	-	-	-
Interest expense on leases	-	-	-	-
Interest expense on bonds	(2,498,906)	(1,577,059)	(12,909,642)	(11,036,545)
Total Non-Operating Revenues (Expenses)	(2,523,807)	(2,191,953)	(15,111,636)	(16,356,083)
Income(Expenses) before contributions and transfers	(2,968,376)	2,218,066	(6,718,057)	9,582,148
Capital contributions	-	-	-	-
Transfers (In)	71,233	132,648	498,629	928,534
Transfers (Out)	(253,837)	(302,802)	(1,776,862)	(2,119,615)
Transfers, net	(182,605)	(170,154)	(1,278,233)	(1,191,081)
Change in Net Position	\$ (3,150,981)	\$ 2,047,912	\$ (7,996,289)	\$ 8,391,067
				\$ 8,391,068
Net Position - beginning			\$ 213,870,033	\$ 263,795,618
Net position, ending			\$ 205,873,744	\$ 272,186,685

**Lubbock Power and Light**  
**Monthly Management Report**  
**Statement of Cash Flows**  
**April 30, 2024**

	April 2024	April 2024 FYTD
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Receipts from customers	\$ 16,724,812	\$ 182,754,508
Payments to suppliers	(9,874,729)	(191,861,031)
Payments to employees	(2,013,449)	(15,160,931)
Other receipts (payments)	(663,220)	(7,170,099)
Net cash provided (used) by operating activities	<u>4,173,414</u>	<u>(31,437,553)</u>
<b><u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Transfers in from other funds	71,233	498,629
Transfers out to other funds	(253,837)	(1,776,862)
Net cash provided (used) by noncapital and related financing activities	<u>(182,605)</u>	<u>(1,278,233)</u>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Purchases of capital assets	(3,397,451)	(23,468,723)
Sale of capital assets	-	(328,881)
Principal paid on bonds	(18,375,000)	(20,860,000)
Issuance of bonds	-	69,517,706
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(10,207,802)	(20,637,706)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(31,980,253)</u>	<u>4,222,396</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Proceeds from sales and maturities of investments	-	-
Sale (Purchase) of investments	3,494,502	14,144,633
Interest earnings on cash and investments	638,320	5,487,443
Net cash provided (used) by investing activities	<u>4,132,822</u>	<u>19,632,076</u>
Net increase (decrease) in cash and cash equivalents	(23,856,622)	(8,861,315)
Cash and cash equivalents - beginning of period	130,481,566	115,486,259
Cash and cash equivalents - end of period	<u>106,624,944</u>	<u>106,624,944</u>
<b><u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u></b>		
Operating income (loss)	(444,569)	8,393,580
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,901,827	13,554,913
Other income (expense)	(663,220)	(7,170,099)
Change in current assets and liabilities:		
Accounts receivable	8,025,103	27,243,306
Deferred Expenses - PPRF	-	-
Inventory	(170,593)	(191,493)
Accounts payable	(4,815,862)	(83,315,619)
Deferred Revenues - PPRF	1,174,804	16,165,888
Hold Harmless Payment	-	-
Accrued liabilities	(571,720)	(1,730,565)
Customer deposits	(262,356)	(4,387,463)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>4,173,414</u>	<u>(31,437,553)</u>



**Lubbock Power and Light**  
**Monthly Management Report**  
**Budget Comparison - Unaudited**  
**as of April 30, 2024**

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	<b>FYTD Apr 2024</b>	<b>Annual Budget</b>	<b>Variance</b>	<b>% of Budget Realized</b>
<b><u>FUNDING SOURCES</u></b>				
Interest earnings	\$ 3,599,259	\$ 1,190,766	\$ 2,408,493	302.26%
Rentals and recoveries	102,409	164,734	(62,325)	62.17%
Sale of equipment/recycle scrap	54,768	164,979	(110,211)	33.20%
Metered Revenues				
Uncollectable Metered Revenues	(452,548)	(387,011)	(65,537)	116.93%
Base Rates	28,839,889	31,036,684	(2,196,795)	92.92%
Distribution System Revenue		73,138,857	(73,138,857)	0.00%
Purchased Power (excl. over/under recovery)	79,774,927	101,048,114	(21,273,187)	78.95%
Franchise Fee Equivalent	6,288,367	12,577,006	(6,288,639)	50.00%
Transmission Cost of Service (TCOS)	25,640,787	44,400,000	(18,759,213)	57.75%
ERCOT Hold Harmless Payment	(12,760,250)	(22,000,000)	9,239,750	58.00%
Fees and charges	1,829,919	1,273,739	556,180	143.67%
Outside work orders	280,227	1,446,710	(1,166,483)	19.37%
Tampering fees	30,993	45,228	(14,235)	68.53%
Miscellaneous	77,941	-	77,941	0.00%
Capitalized Asset Restricted Funds	-	-	-	0.00%
Transfer from Other Funds	498,629	1,534,767	(1,036,138)	32.49%
<b>TOTAL FUNDING SOURCES</b>	<b>\$ 133,805,317</b>	<b>\$ 245,634,573</b>	<b>\$ (111,829,256)</b>	<b>54.47%</b>
<b><u>COST CENTER EXPENSES</u></b>				
<b>Administration</b>				
7111 - Administration	\$ 1,945,753	\$ 3,437,165	\$ (1,491,412)	56.61%
7112 - Regulatory Compliance	487,718	852,930	(365,212)	57.18%
7113 - Legal	785,075	1,795,786	(1,010,711)	43.72%
7211 - Conservation & Education	440,791	506,433	(65,642)	87.04%
<b>Purchased Power</b>				
7315 - Purchased Power	90,205,410	125,375,830	(35,170,420)	71.95%
<b>Production</b>				
7311 - Operations	287,522	515,291	(227,769)	55.80%
7316 - Cooke Station	518,764	1,170,092	(651,329)	44.34%
7317 - Brandon Station	105,020	356,972	(251,952)	29.42%
7318 - Massengale Station	1,626,393	2,454,100	(827,707)	66.27%
<b>Distribution</b>				
7411 - Supervision & Engineering	474,762	580,747	(105,985)	81.75%
7412 - Underground Lines	2,144,626	3,615,536	(1,470,910)	59.32%
7413 - Overhead Lines	2,841,212	4,045,437	(1,204,225)	70.23%
7414 - Load Dispatching	1,045,495	1,982,296	(936,801)	52.74%
7415 - Customer Service	2,618,781	4,701,214	(2,082,433)	55.70%
7416 - GIS	514,215	1,018,186	(503,971)	50.50%
7417 - Substations	1,519,688	2,538,870	(1,019,182)	59.86%
7418 - Engineering & Construction Mgmt	310,240	712,815	(402,575)	43.52%
7419 - Meter Shop	732,407	923,724	(191,317)	79.29%
7421 - Street Lights	1,362,005	2,029,157	(667,152)	67.12%
<b>Transmission</b>				
7611 - Supervision & Engineering	874,145	1,450,005	(575,860)	60.29%
7613 - Overhead Lines	923,207	1,557,089	(633,882)	59.29%
7614 - Load Dispatching	934,047	1,432,786	(498,739)	65.19%
7617 - Substations	426,987	940,366	(513,379)	45.41%
<b>Customer Service</b>				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	10,398	511,378	(500,980)	2.03%
7512 - Customer Information Systems	3,732,604	6,796,144	(3,063,540)	54.92%
7513 - Market Operations Group	262,991	1,581,243	(1,318,252)	16.63%
7514 - Customer Service	2,068,138	4,230,961	(2,162,823)	48.88%
7515 - Collections	1,112,334	2,437,712	(1,325,379)	45.63%
Reimbursement - City utilities & credit cards	(3,379,023)	(5,567,725)	2,188,702	60.69%
<b>TOTAL COST CENTER EXPENSES</b>	<b>\$ 116,931,700</b>	<b>\$ 173,982,540</b>	<b>\$ (57,050,840)</b>	<b>67.21%</b>
<b><u>FUND LEVEL EXPENSES</u></b>				
Debt service	\$ 21,961,589	\$ 36,800,935	\$ (14,839,346)	59.68%
Capitalized Interest	-	-	-	0.00%
Note Program fees	-	-	-	0.00%
Transmission System Inventory	-	-	-	0.00%
Transfers:				
Indirect cost allocation	1,111,721	1,905,807	(794,086)	58.33%
Payment in lieu of property tax	1,182,471	2,528,643	(1,346,172)	46.76%
Payment in lieu of franchise fee	6,143,673	12,643,213	(6,499,540)	48.59%
Cash funded electric capital	14,592,970	25,016,520	(10,423,550)	58.33%
Transfer to Debt Service for General Fund	665,141	1,140,242	(475,101)	58.33%
Miscellaneous Expense	60,539	83,494	(22,955)	72.51%
<b>TOTAL FUND LEVEL EXPENSES</b>	<b>\$ 45,718,104</b>	<b>\$ 80,118,854</b>	<b>\$ (34,400,750)</b>	<b>57.06%</b>
<b><u>TOTAL BUDGET</u></b>				
	<b>\$ 162,649,804</b>	<b>\$ 254,101,394</b>	<b>\$ (91,451,590)</b>	<b>64.01%</b>
Budget surplus/(deficit)	<b>\$ (28,844,487)</b>	<b>\$ (8,466,821)</b>	<b>\$ (20,377,666)</b>	

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of April 30, 2024**

Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>ADMINISTRATION</b>												
<b>ADMINISTRATION</b>												
COMPENSATION	\$ 117,174	\$ 145,927	\$ 218,804	\$ 143,711	\$ 148,282	\$ 146,839	\$ 155,208	\$ 1,075,945	\$ 1,914,414	\$ 838,469	56.20	43.80
BENEFITS	39,104	49,018	74,807	54,628	54,819	54,429	54,717	381,523	722,904	341,381	52.78	47.22
SUPPLIES	3,603	2,285	3,284	2,193	(32,068)	2,453	3,216	(15,033)	25,853	40,886	(58.15)	158.15
MAINTENANCE	595	19,195	312	3,745	1,190	1,014	797	26,849	37,890	11,041	70.86	29.14
PROF. SERVICES/TRAINING	80,343	34,424	28,602	26,737	43,279	25,719	29,557	268,661	403,271	134,610	66.62	33.38
OTHER CHARGES	870	1,091	1,651	1,091	3,290	1,210	1,091	10,294	18,000	7,706	57.19	42.81
SCHEDULED CHARGES	28,212	25,924	27,235	32,013	27,333	26,997	29,801	197,514	314,833	117,319	62.74	37.26
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 269,901	\$ 277,864	\$ 354,696	\$ 264,119	\$ 246,125	\$ 258,661	\$ 274,387	\$ 1,945,753	\$ 3,437,165	\$ 1,491,411	56.61	43.39
<b>REGULATORY COMPLIANCE</b>												
COMPENSATION	\$ 16,934	\$ 18,136	\$ 26,739	\$ 18,455	\$ 18,390	\$ 18,422	\$ 18,660	\$ 135,735	\$ 263,120	\$ 127,385	51.59	48.41
BENEFITS	6,043	6,938	10,289	7,208	7,187	7,198	7,282	52,146	103,835	51,689	50.22	49.78
SUPPLIES	549	351	1,826	357	532	424	420	4,460	5,903	1,443	75.56	24.44
MAINTENANCE	274	133	120	408	403	113	113	1,562	2,349	787	66.52	33.48
PROF. SERVICES/TRAINING	43,478	64,764	17,995	20,498	59,818	38,085	15,757	260,397	420,491	160,094	61.93	38.07
OTHER CHARGES	12	16	23	17	17	17	16	118	200	82	59.05	40.95
SCHEDULED CHARGES	4,871	4,600	4,720	4,760	4,751	4,727	4,871	33,300	57,032	23,732	58.39	41.61
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,160	\$ 94,938	\$ 61,713	\$ 51,704	\$ 91,099	\$ 68,985	\$ 47,119	\$ 487,718	\$ 852,930	\$ 365,212	57.18	42.82
<b>LEGAL</b>												
COMPENSATION	\$ 8,000	\$ 10,542	\$ 15,700	\$ 10,467	\$ 20,111	\$ 29,709	\$ 29,982	\$ 124,511	\$ 362,369	\$ 237,858	34.36	65.64
BENEFITS	3,608	4,749	7,100	4,828	7,293	9,746	10,767	48,092	129,071	80,979	37.26	62.74
SUPPLIES	-	-	-	-	68	5	26	98	1,280	1,182	7.69	92.31
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	57,202	44,021	50,593	97,954	197,728	74,290	72,687	594,475	1,270,010	675,535	46.81	53.19
OTHER CHARGES	7	-	-	-	-	-	-	7	1,000	993	0.69	99.31
SCHEDULED CHARGES	2,672	2,412	2,530	2,540	2,548	2,540	2,649	17,891	32,056	14,165	55.81	44.19
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 71,489	\$ 61,724	\$ 75,924	\$ 115,789	\$ 227,748	\$ 116,290	\$ 116,111	\$ 785,075	\$ 1,795,786	\$ 1,010,711	43.72	56.28
<b>CONSERVATION &amp; EDUCATION</b>												
COMPENSATION	\$ 5,168	\$ 6,885	\$ 11,715	\$ 7,685	\$ 7,672	\$ 7,763	\$ 8,813	\$ 55,700	\$ 143,409	\$ 87,709	38.84	61.16
BENEFITS	2,371	3,129	5,021	3,395	3,392	3,415	3,683	24,405	68,750	44,345	35.50	64.50
SUPPLIES	452	167	3,474	167	167	167	466	5,060	2,053	(3,007)	246.46	(146.46)
MAINTENANCE	-	-	-	-	-	-	-	-	250	250	-	100.00
PROF. SERVICES/TRAINING	59,759	6,184	32,043	90,493	56,141	100,439	5,126	350,184	286,620	(63,564)	122.18	(22.18)
OTHER CHARGES	-	1,277	-	-	1,068	-	-	2,346	-	(2,346)	-	-
SCHEDULED CHARGES	477	396	437	437	437	437	477	3,096	5,351	2,255	57.86	42.14
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 68,227	\$ 18,038	\$ 52,689	\$ 102,176	\$ 68,877	\$ 112,220	\$ 18,565	\$ 440,791	\$ 506,433	\$ 65,642	87.04	12.96
<b>PRODUCTION</b>												
<b>PRODUCTION OPERATIONS &amp; ENGINEERING</b>												
COMPENSATION	\$ 24,270	\$ 27,034	\$ 36,988	\$ 24,658	\$ 24,658	\$ 24,658	\$ 24,658	\$ 186,925	\$ 330,594	\$ 143,669	56.54	43.46
BENEFITS	8,670	9,692	12,936	8,821	8,821	8,821	8,821	66,583	117,628	51,045	56.60	43.40
SUPPLIES	219	156	-	306	-	-	-	681	1,150	469	59.21	40.79
MAINTENANCE	210	210	263	210	210	210	210	1,522	2,698	1,176	56.40	43.60
PROF. SERVICES/TRAINING	(46)	-	-	-	-	-	-	(46)	3,500	3,546	(1.31)	101.31
OTHER CHARGES	42	55	83	55	55	55	55	402	5,000	4,598	8.03	91.97
SCHEDULED CHARGES	4,561	4,404	4,482	4,482	4,482	4,482	4,561	31,455	54,721	23,266	57.48	42.52
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 37,925	\$ 41,552	\$ 54,752	\$ 38,533	\$ 38,227	\$ 38,227	\$ 38,306	\$ 287,522	\$ 515,291	\$ 227,769	55.80	44.20
<b>PURCHASED POWER</b>												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	12,043,143	16,078,102	15,240,308	21,946,252	14,469,619	7,622,982	2,805,005	90,205,410	125,375,830	35,170,420	71.95	28.05
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 12,043,143	\$ 16,078,102	\$ 15,240,308	\$ 21,946,252	\$ 14,469,619	\$ 7,622,982	\$ 2,805,005	\$ 90,205,410	\$ 125,375,830	\$ 35,170,420	71.95	28.05
<b>PRODUCTION COOKE STATION</b>												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162	\$ 162	\$ 110,398	\$ 110,236	0.15	99.85
BENEFITS	-	-	-	-	-	-	69	69	42,926	42,857	0.16	99.84
SUPPLIES	451	825	476	202	378	818	349	3,499	189,445	185,946	1.85	98.15
Fuel	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	437	437	437	7,099	437	582	437	9,866	25,246	15,380	39.08	60.92
PROF. SERVICES/TRAINING	167	252	167	252	167	167	378	1,548	4,500	2,952	34.39	65.61
OTHER CHARGES	-	-	-	-	-	-	-	-	500	500	-	100.00
SCHEDULED CHARGES	70,960	73,401	73,655	73,569	73,415	72,459	66,162	503,621	797,077	293,456	63.18	36.82
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,015	\$ 74,915	\$ 74,735	\$ 81,122	\$ 74,396	\$ 74,026	\$ 67,556	\$ 518,764	\$ 1,170,092	\$ 651,328	44.34	55.66



LP&L Funds  
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As of April 30, 2024

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Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>PRODUCTION BRANDON STATION</b>												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,098	\$ 110,098	-	-
BENEFITS	-	-	-	-	-	-	-	-	42,851	42,851	-	-
SUPPLIES	279	52	50	49	45	196	125	797	4,450	3,653	17.91	82.09
Fuel	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	450	450	450	450	450	450	450	3,147	8,494	5,347	37.04	62.96
PROF. SERVICES/TRAINING	8	252	167	274	167	167	385	1,418	3,000	1,582	47.28	52.72
OTHER CHARGES	-	-	-	-	-	15	-	15	500	485	3.00	97.00
SCHEDULED CHARGES	14,223	14,223	14,223	14,304	14,223	14,223	14,223	99,643	187,579	87,936	53.12	46.88
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 14,959	\$ 14,977	\$ 14,890	\$ 15,076	\$ 14,884	\$ 15,051	\$ 15,183	\$ 105,020	\$ 356,972	\$ 251,952	29.42	70.58
<b>PRODUCTION MASSENGALE STATION</b>												
COMPENSATION	\$ 87,848	\$ 101,998	\$ 247,154	\$ 78,051	\$ 78,182	\$ 77,699	\$ 99,796	\$ 770,728	\$ 1,008,886	\$ 238,158	76.39	23.61
BENEFITS	32,728	39,370	77,789	31,122	31,130	31,037	36,278	279,456	400,013	120,557	69.86	30.14
SUPPLIES	10,294	6,675	2,084	3,408	2,026	2,604	2,585	29,676	163,775	134,099	18.12	81.88
Fuel	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	1,358	3,435	2,282	2,402	2,085	2,858	2,061	16,481	71,221	54,740	23.14	76.86
PROF. SERVICES/TRAINING	13,707	4,983	1,490	29,127	4,985	3,249	1,768	59,309	-	(59,309)	-	-
OTHER CHARGES	597	99	-	376	351	131	4	1,560	4,300	2,740	36.28	63.72
SCHEDULED CHARGES	72,281	66,658	67,271	66,383	65,677	65,725	65,191	469,185	805,905	336,720	58.22	41.78
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 218,813	\$ 223,218	\$ 398,070	\$ 210,869	\$ 184,438	\$ 183,302	\$ 207,684	\$ 1,626,392	\$ 2,454,100	\$ 827,709	66.27	33.73
<b>DISTRIBUTION</b>												
<b>DISTRIBUTION SUPERVISION &amp; ENGINEERING</b>												
COMPENSATION	\$ 26,821	\$ 36,521	\$ 53,181	\$ 36,057	\$ 34,378	\$ 37,196	\$ 36,932	\$ 261,086	\$ 246,517	\$ (14,569)	105.91	(5.91)
BENEFITS	9,315	13,695	21,050	14,492	13,809	14,874	14,690	101,925	111,214	9,289	91.65	8.35
SUPPLIES	854	736	1,667	624	501	757	1,202	6,340	16,901	10,561	37.51	62.49
MAINTENANCE	592	2,386	617	744	1,767	459	436	7,001	7,898	897	88.64	11.36
PROF. SERVICES/TRAINING	2,571	1,552	315	146	261	1,532	2,193	8,571	45,585	37,015	18.80	81.20
OTHER CHARGES	340	-	2,384	521	583	683	589	5,100	7,545	2,445	67.60	32.40
SCHEDULED CHARGES	12,259	11,850	12,049	12,235	12,049	12,049	12,248	84,740	145,087	60,347	58.41	41.59
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 52,753	\$ 66,739	\$ 91,263	\$ 64,819	\$ 63,348	\$ 67,551	\$ 68,290	\$ 474,762	\$ 580,747	\$ 105,985	81.75	18.25
<b>DISTRIBUTION UNDERGROUND LINES</b>												
COMPENSATION	\$ 92,853	\$ 127,325	\$ 256,339	\$ 118,555	\$ 103,822	\$ 73,872	\$ 81,601	\$ 854,367	\$ 1,525,692	\$ 671,325	56.00	44.00
BENEFITS	36,706	51,913	100,331	49,434	41,527	32,775	35,151	347,837	630,365	282,528	55.18	44.82
SUPPLIES	66,882	35,026	18,824	27,425	26,505	35,538	32,216	242,415	376,521	134,106	64.38	35.62
MAINTENANCE	69,207	100,482	58,010	49,059	47,187	70,850	81,474	476,270	676,349	200,079	70.42	29.58
PROF. SERVICES/TRAINING	17,385	5,767	7,715	8,554	2,872	19,260	7,148	68,702	92,571	23,869	74.22	25.78
OTHER CHARGES	192	755	724	482	1,270	121	461	4,004	8,500	4,496	47.11	52.89
SCHEDULED CHARGES	16,159	21,744	23,132	29,073	23,504	21,808	15,613	151,032	305,538	154,506	49.43	50.57
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 299,384	\$ 343,012	\$ 465,074	\$ 282,582	\$ 246,687	\$ 254,224	\$ 253,665	\$ 2,144,626	\$ 3,615,536	\$ 1,470,911	59.32	40.68
<b>DISTRIBUTION OVERHEAD LINES</b>												
COMPENSATION	\$ 130,260	\$ 143,673	\$ 326,851	\$ 146,347	\$ 144,748	\$ 141,336	\$ 179,160	\$ 1,212,375	\$ 1,455,495	\$ 243,120	83.30	16.70
BENEFITS	48,552	54,880	119,390	60,370	58,685	58,115	69,591	469,584	588,816	119,232	79.75	20.25
SUPPLIES	36,735	101,594	27,821	27,585	26,806	106,235	30,274	357,050	425,923	68,873	83.83	16.17
MAINTENANCE	78,462	101,867	67,308	80,864	90,345	103,833	64,091	586,768	1,173,521	586,753	50.00	50.00
PROF. SERVICES/TRAINING	6,317	19,471	17,611	12,309	24,429	18,520	16,917	115,573	174,946	59,373	66.06	33.94
OTHER CHARGES	44	2,835	767	209	215	63	138	4,271	6,000	1,729	71.18	28.82
SCHEDULED CHARGES	14,199	13,158	13,571	13,497	13,598	13,599	13,967	95,590	220,736	125,146	43.31	56.69
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 314,570	\$ 437,478	\$ 573,319	\$ 341,181	\$ 358,826	\$ 441,700	\$ 374,138	\$ 2,841,212	\$ 4,045,437	\$ 1,204,225	70.23	29.77
<b>DISTRIBUTION LOAD DISPATCHING</b>												
COMPENSATION	\$ 61,659	\$ 74,545	\$ 116,113	\$ 74,898	\$ 75,767	\$ 76,299	\$ 83,766	\$ 563,046	\$ 1,196,911	\$ 633,865	47.04	52.96
BENEFITS	22,147	27,658	42,901	28,894	29,128	29,282	31,215	211,224	464,411	253,187	45.48	54.52
SUPPLIES	2,214	945	2,541	644	794	(2,011)	283	5,409	11,503	6,094	47.03	52.97
MAINTENANCE	1,017	2,034	1,123	4,819	1,959	4,973	6,556	22,481	17,699	(4,782)	127.02	(27.02)
PROF. SERVICES/TRAINING	9,856	73,492	(10,355)	6,836	3,150	36,292	36,636	155,907	159,500	3,593	97.75	2.25
OTHER CHARGES	867	1,867	1,267	5,527	975	870	939	12,312	10,650	(1,662)	115.61	(15.61)
SCHEDULED CHARGES	10,537	9,838	10,160	10,630	10,185	10,172	13,594	75,115	121,623	46,508	61.76	38.24
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 108,297	\$ 190,379	\$ 163,749	\$ 132,247	\$ 121,958	\$ 155,876	\$ 172,988	\$ 1,045,495	\$ 1,982,296	\$ 936,802	52.74	47.26
<b>DISTRIBUTION CUSTOMER SERVICE</b>												
COMPENSATION	\$ 118,989	\$ 138,491	\$ 248,819	\$ 150,737	\$ 122,458	\$ 116,239	\$ 120,522	\$ 1,016,256	\$ 1,748,742	\$ 732,486	58.11	41.89
BENEFITS	42,528	51,228	86,687	54,905	47,084	44,923	44,976	372,330	683,972	311,642	54.44	45.56
SUPPLIES	24,528	16,440	19,620	15,078	18,418	19,320	15,158	128,562	239,023	110,461	53.79	46.21
MAINTENANCE	35,067	19,151	29,154	14,893	22,729	24,391	20,897	166,282	294,372	128,090	56.49	43.51
PROF. SERVICES/TRAINING	2,369	1,783	2,074	1,836	1,561	1,285	5,481	16,390	27,622	11,232	59.34	40.66
OTHER CHARGES	96,556	122,980	106,617	115,680	102,104	100,941	112,731	757,608	1,404,100	646,492	53.96	46.04
SCHEDULED CHARGES	22,984	22,242	23,589	24,360	23,945	23,816	20,417	161,353	303,383	142,030	53.18	46.82
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 343,022	\$ 372,316	\$ 516,560	\$ 377,489	\$ 338,299	\$ 330,915	\$ 340,181	\$ 2,618,781	\$ 4,701,214	\$ 2,082,433	55.70	44.30

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of April 30, 2024**

Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>LP&amp;L GIS</b>												
COMPENSATION	\$ 35,801	\$ 42,881	\$ 66,688	\$ 44,158	\$ 45,293	\$ 44,863	\$ 45,965	\$ 325,648	\$ 535,034	\$ 209,386	60.86	39.14
BENEFITS	13,524	16,892	26,853	18,713	19,193	19,358	19,610	134,143	225,765	91,622	59.42	40.58
SUPPLIES	817	511	351	793	668	908	688	4,735	12,785	8,050	37.03	62.97
MAINTENANCE	387	90	1,215	1,403	8,735	5,497	2,087	19,414	2,000	(17,414)	970.68	(870.68)
PROF. SERVICES/TRAINING	2,829	(98)	331	1,199	766	584	1,051	6,662	206,679	200,017	3.22	96.78
OTHER CHARGES	124	391	666	178	209	180	209	1,957	1,200	(757)	163.05	(63.05)
SCHEDULED CHARGES	3,265	2,750	2,962	3,551	2,962	2,962	3,204	21,657	34,723	13,066	62.37	37.63
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 56,746	\$ 63,416	\$ 99,065	\$ 69,996	\$ 77,826	\$ 74,353	\$ 72,813	\$ 514,215	\$ 1,018,186	\$ 503,971	50.50	49.50
<b>DISTRIBUTION SUBSTATION</b>												
COMPENSATION	\$ 38,101	\$ 41,038	\$ 76,965	\$ 57,876	\$ 55,580	\$ 50,080	\$ 36,271	\$ 355,911	\$ 575,804	\$ 219,893	61.81	38.19
BENEFITS	14,447	16,602	28,790	22,914	21,935	20,226	14,532	139,446	234,814	95,368	59.39	40.61
SUPPLIES	14,950	25,355	4,008	7,249	7,300	5,597	11,563	76,021	99,488	23,467	76.41	23.59
MAINTENANCE	10,670	4,312	10,304	8,228	3,313	4,766	10,410	52,003	90,572	38,569	57.42	42.58
PROF. SERVICES/TRAINING	3,332	1,277	2,057	19,671	4,936	9,005	8,253	48,530	104,836	56,306	46.29	53.71
OTHER CHARGES	304	2,876	174	23,403	410	3,390	128	30,685	35,936	5,251	85.39	14.61
SCHEDULED CHARGES	115,328	115,174	115,262	115,349	115,153	115,608	115,548	807,422	1,382,420	574,998	58.41	41.59
CAPITAL OUTLAY	-	-	-	-	-	9,670	-	9,670	15,000	5,330	64.47	35.53
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 197,132	\$ 206,635	\$ 237,560	\$ 254,690	\$ 208,626	\$ 218,340	\$ 196,705	\$ 1,519,688	\$ 2,538,870	\$ 1,019,182	59.86	40.14
<b>DISTRIBUTION CONSTRUCTION &amp; ENGINEERING</b>												
COMPENSATION	\$ 6,473	\$ 10,355	\$ 26,854	\$ 11,972	\$ 10,329	\$ 11,089	\$ 11,959	\$ 89,031	\$ 249,488	\$ 160,457	35.69	64.31
BENEFITS	2,494	4,334	10,939	4,506	4,901	5,180	5,574	37,927	108,922	70,995	34.82	65.18
SUPPLIES	14,559	11,874	11,892	13,191	14,910	11,803	14,679	92,907	22,265	(70,642)	417.28	(317.28)
MAINTENANCE	600	210	323	2,109	532	166	339	4,280	10,000	5,720	42.80	57.20
PROF. SERVICES/TRAINING	-	1,338	8,995	9,272	1,825	1,625	-	23,055	80,022	56,967	28.81	71.19
OTHER CHARGES	-	-	16	49	6	27	736	835	6,000	5,165	13.91	86.09
SCHEDULED CHARGES	9,092	8,609	8,891	8,650	8,899	8,891	9,172	62,204	236,118	173,914	26.34	73.66
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 33,218	\$ 36,720	\$ 67,909	\$ 49,748	\$ 41,403	\$ 38,782	\$ 42,460	\$ 310,240	\$ 712,815	\$ 402,575	43.52	56.48
<b>DISTRIBUTION METER SHOP</b>												
COMPENSATION	\$ 44,615	\$ 54,711	\$ 126,555	\$ 46,739	\$ 46,628	\$ 48,630	\$ 48,594	\$ 416,471	\$ 495,409	\$ 78,938	84.07	15.93
BENEFITS	17,270	22,838	45,811	19,229	19,201	19,713	19,704	163,766	205,929	42,163	79.53	20.47
SUPPLIES	4,172	4,641	2,364	2,986	13,320	2,219	7,585	37,286	43,708	6,422	85.31	14.69
MAINTENANCE	1,205	3,705	926	2,319	949	4,766	4,304	18,174	29,295	11,121	62.04	37.96
PROF. SERVICES/TRAINING	2,091	822	688	1,073	24,109	455	6,441	35,679	59,296	23,617	60.17	39.83
OTHER CHARGES	6	-	102	27	78	52	62	327	5,256	4,929	6.22	93.78
SCHEDULED CHARGES	22,567	6,174	5,988	6,252	6,051	6,581	7,092	60,705	73,806	13,101	82.25	17.75
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	11,025	11,025	-	100.00
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,926	\$ 92,892	\$ 182,433	\$ 78,623	\$ 110,336	\$ 82,416	\$ 93,781	\$ 732,407	\$ 923,724	\$ 191,317	79.29	20.71
<b>DISTRIBUTION STREET LIGHTS</b>												
COMPENSATION	\$ 51,405	\$ 61,965	\$ 103,441	\$ 62,326	\$ 64,295	\$ 61,170	\$ 64,350	\$ 468,951	\$ 800,697	\$ 331,746	58.57	41.43
BENEFITS	21,126	26,574	42,859	27,413	27,918	26,076	26,801	198,767	353,739	154,972	56.19	43.81
SUPPLIES	12,091	14,280	7,867	13,840	10,535	13,054	20,023	91,690	114,900	23,210	79.80	20.20
MAINTENANCE	88,440	85,019	64,206	81,459	81,453	73,014	83,866	557,456	625,060	67,604	89.18	10.82
PROF. SERVICES/TRAINING	1,575	1,094	914	1,522	(195)	787	559	6,256	13,809	7,553	45.30	54.70
OTHER CHARGES	-	-	15	-	6	26	28	75	-	(75)	-	-
SCHEDULED CHARGES	5,736	5,253	5,495	5,600	5,495	5,495	5,736	38,810	120,952	82,142	32.09	67.91
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 180,372	\$ 194,185	\$ 224,796	\$ 192,160	\$ 189,508	\$ 179,623	\$ 201,362	\$ 1,362,005	\$ 2,029,157	\$ 667,152	67.12	32.88
<b>TRANSMISSION</b>												
<b>TRANSMISSION SUPERVISION &amp; ENGINEERING</b>												
COMPENSATION	\$ 36,243	\$ 48,838	\$ 85,879	\$ 51,015	\$ 48,148	\$ 51,143	\$ 51,273	\$ 372,539	\$ 571,978	\$ 199,439	65.13	34.87
BENEFITS	12,642	18,150	31,348	19,146	18,350	18,619	19,003	137,258	221,106	83,848	62.08	37.92
SUPPLIES	4,409	4,126	4,607	3,932	3,672	3,824	4,158	28,729	12,000	(16,729)	239.41	(139.41)
MAINTENANCE	1,508	430	838	309	202	189	201	3,677	3,500	(177)	105.05	(5.05)
PROF. SERVICES/TRAINING	61,250	4,521	116,894	4,237	66,136	13,440	1,196	267,675	500,239	232,564	53.51	46.49
OTHER CHARGES	263	351	541	351	357	377	3,919	6,159	545	(5,614)	1,130.07	(1,030.07)
SCHEDULED CHARGES	8,301	8,301	8,301	8,301	8,301	8,301	8,301	58,109	140,637	82,528	41.32	58.68
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 124,615	\$ 84,716	\$ 248,407	\$ 87,292	\$ 145,167	\$ 95,894	\$ 88,052	\$ 874,145	\$ 1,450,005	\$ 575,860	60.29	39.71
<b>TRANSMISSION OVERHEAD LINES</b>												
COMPENSATION	\$ 49,388	\$ 48,628	\$ 89,564	\$ 57,806	\$ 58,631	\$ 86,810	\$ 53,196	\$ 444,022	\$ 741,002	\$ 296,980	59.92	40.08
BENEFITS	18,962	19,220	33,899	23,440	23,691	30,775	21,053	171,042	304,588	133,546	56.16	43.84
SUPPLIES	6,984	4,615	2,291	5,335	33,855	6,090	3,205	62,375	118,050	55,675	52.84	47.16
MAINTENANCE	1,864	16,587	9,804	5,840	3,966	4,860	3,719	46,640	97,485	50,845	47.84	52.16
PROF. SERVICES/TRAINING	9,266	151,478	1,914	1,253	745	3,282	205	168,142	192,041	23,899	87.56	12.44
OTHER CHARGES	-	-	15	27	6	27	28	103	50,000	49,897	0.21	99.79
SCHEDULED CHARGES	4,531	4,290	4,411	4,290	4,419	4,411	4,531	30,883	53,923	23,040	57.27	42.73
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 90,996	\$ 244,818	\$ 141,897	\$ 97,991	\$ 125,313	\$ 136,256	\$ 85,937	\$ 923,207	\$ 1,557,089	\$ 633,882	59.29	40.71

LP&L Funds  
Finance Department  
Budget Comparison  
As of April 30, 2024

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Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>TRANSMISSION LOAD DISPATCHING</b>												
COMPENSATION	\$ 48,862	\$ 64,060	\$ 102,152	\$ 65,701	\$ 66,439	\$ 66,509	\$ 72,803	\$ 486,526	\$ 815,472	\$ 328,946	59.66	40.34
BENEFITS	17,040	22,542	36,024	24,133	24,330	24,356	25,940	174,365	308,576	134,211	56.51	43.49
SUPPLIES	16	214	2,291	-	162	(1,544)	-	1,140	7,500	6,360	15.20	84.80
MAINTENANCE	(124)	-	-	3,685	523	2,777	6,141	13,002	5,000	(8,002)	260.03	(160.03)
PROF. SERVICES/TRAINING	22,984	11,019	76,487	9,215	7,159	56,154	39,198	222,215	272,500	50,285	81.55	18.45
OTHER CHARGES	794	1,054	1,010	673	673	673	1,391	6,268	10,650	4,382	58.86	41.14
SCHEDULED CHARGES	1,670	1,489	3,928	6,110	6,873	828	9,634	30,531	13,088	(17,443)	233.28	(133.28)
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,241	\$ 100,378	\$ 221,891	\$ 109,517	\$ 106,158	\$ 149,754	\$ 155,107	\$ 934,047	\$ 1,432,786	\$ 498,739	65.19	34.81
<b>TRANSMISSION SUBSTATION</b>												
COMPENSATION	\$ 27,239	\$ 35,092	\$ 46,773	\$ 38,292	\$ 40,047	\$ 42,482	\$ 28,883	\$ 258,807	\$ 546,021	\$ 287,214	47.40	52.60
BENEFITS	10,381	13,624	17,738	15,140	15,544	16,959	11,339	100,725	223,995	123,270	44.97	55.03
SUPPLIES	276	11,255	1,801	1,405	86	1	1	14,825	28,000	13,175	52.95	47.05
MAINTENANCE	1,571	2,633	-	456	-	1,233	-	5,894	50,500	44,606	11.67	88.33
PROF. SERVICES/TRAINING	395	-	-	15,786	-	3,517	580	20,278	59,339	39,061	34.17	65.83
OTHER CHARGES	31	40	49	23,247	26	3,032	32	26,458	32,500	6,042	81.41	18.59
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	11	11	-	100.00
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 39,893	\$ 62,643	\$ 66,361	\$ 94,326	\$ 55,703	\$ 67,224	\$ 40,836	\$ 426,987	\$ 940,366	\$ 513,379	45.41	54.59
<b>CUSTOMER SERVICE</b>												
<b>FIELD SERVICES</b>												
COMPENSATION	\$ 8,738	\$ 2,222	\$ (10,960)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	4,530	1,589	(6,120)	-	-	-	-	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	\$ -	\$ -	-	100.00
<b>PERFORMANCE IMPROVEMENT</b>												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,247	\$ 7,247	\$ 348,818	\$ 341,571	2.08	97.92
BENEFITS	-	-	-	-	-	-	1,853	1,853	142,760	140,907	1.30	98.70
SUPPLIES	-	-	-	200	1,043	-	5	1,247	1,000	(247)	124.74	(24.74)
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	51	-	51	18,800	18,749	0.27	99.73
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 200	\$ 1,043	\$ 51	\$ 9,104	\$ 10,398	\$ 511,378	\$ 500,980	2	97.97
<b>CUSTOMER INFORMATION SYSTEMS</b>												
COMPENSATION	\$ 41,003	\$ 49,265	\$ 77,099	\$ 51,218	\$ 49,664	\$ 78,235	\$ 59,897	\$ 406,381	\$ 775,281	\$ 368,900	52.42	47.58
BENEFITS	18,449	22,840	35,496	24,388	23,346	31,733	26,823	183,074	360,528	177,454	50.78	49.22
SUPPLIES	520	560	2,447	2,625	846	868	(3,051)	4,815	5,666	851	84.99	15.01
MAINTENANCE	1,711	1,711	1,725	1,711	1,711	1,711	3,153	13,434	19,643	6,209	68.39	31.61
PROF. SERVICES/TRAINING	236,959	204,669	528,319	292,774	390,010	668,193	160,653	2,481,578	4,536,812	2,055,234	54.70	45.30
OTHER CHARGES	-	-	-	378	31	40	166	615	7,271	6,656	8.46	91.54
SCHEDULED CHARGES	99,954	99,740	101,476	99,971	99,893	100,615	41,058	642,706	1,090,943	448,237	58.91	41.09
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 398,596	\$ 378,785	\$ 746,561	\$ 473,066	\$ 565,501	\$ 881,396	\$ 288,699	\$ 3,732,604	\$ 6,796,144	\$ 3,063,540	54.92	45.08
<b>MARKET OPERATIONS GROUP</b>												
COMPENSATION	\$ 7,942	\$ 13,469	\$ 24,171	\$ 27,177	\$ 26,598	\$ 22,213	\$ 25,171	\$ 146,741	\$ 372,363	\$ 225,622	39.41	60.59
BENEFITS	4,404	7,807	13,996	13,755	13,320	11,908	13,709	78,899	203,113	124,214	39	61.16
SUPPLIES	584	69	256	898	333	106	121	2,367	2,500	133	95	5.30
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	3,581	1,054	1,225	3,352	19,435	2,999	2,981	34,625	998,968	964,343	3	96.53
OTHER CHARGES	-	-	-	-	-	36	-	36	1,000	964	4	96.43
SCHEDULED CHARGES	-	-	-	-	-	-	322	322	3,300	2,978	10	90.25
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 16,510	\$ 22,399	\$ 39,648	\$ 45,181	\$ 59,686	\$ 37,261	\$ 42,304	\$ 262,991	\$ 1,581,243	\$ 1,318,253	16.63	83.37
<b>CUSTOMER SERVICE</b>												
COMPENSATION	126,048	161,483	221,413	171,316	153,308	151,312	151,301	\$ 1,136,181	\$ 2,351,843	\$ 1,215,662	48.31	51.69
BENEFITS	64,614	81,483	120,809	85,510	80,884	80,691	78,763	592,754	1,286,087	693,333	46.09	53.91
SUPPLIES	568	788	1,248	1,289	685	978	1,888	7,444	18,803	11,359	39.59	60.41
MAINTENANCE	-	1,449	2,173	470	780	-	-	4,872	-	(4,872)	-	-
PROF. SERVICES/TRAINING	3,592	2,486	2,444	696	1,209	6,289	(565)	16,151	40,976	24,825	39.42	60.58
OTHER CHARGES	-	4,505	-	-	-	-	-	4,505	7,898	3,393	57.05	42.95
SCHEDULED CHARGES	43,492	43,642	43,774	43,998	43,753	43,722	43,849	306,230	525,354	219,124	58.29	41.71
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 238,314	\$ 295,837	\$ 391,861	\$ 303,279	\$ 280,619	\$ 282,992	\$ 275,236	\$ 2,068,138	\$ 4,230,961	\$ 2,162,823	48.88	51.12

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of April 30, 2024**

Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>COLLECTIONS</b>												
COMPENSATION	62,085	79,916	160,441	73,195	75,418	77,322	75,860	\$ 604,237	\$ 1,360,246	\$ 756,009	44.42	55.58
BENEFITS	30,479	40,910	75,589	38,952	39,438	40,318	40,335	306,021	762,869	456,848	40.11	59.89
SUPPLIES	1,031	373	5,041	561	496	1,518	5,831	14,852	34,284	19,432	43.32	56.68
MAINTENANCE	63	-	2,001	221	337	161	43	2,826	6,392	3,566	44.21	55.79
PROF. SERVICES/TRAINING	11,839	16,381	8,984	14,753	21,973	23,313	11,535	108,778	135,150	26,372	80.49	19.51
OTHER CHARGES	-	-	-	-	-	-	-	-	2,000	2,000	-	100.00
SCHEDULED CHARGES	10,433	10,134	11,759	10,510	10,889	10,791	11,103	75,620	136,772	61,152	55.29	44.71
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 115,931	\$ 147,714	\$ 263,816	\$ 138,192	\$ 148,551	\$ 153,423	\$ 144,706	\$ 1,112,334	\$ 2,437,712	\$ 1,325,380	45.63	54.37
<b>LP&amp;L FUND OPERATING EXPENSES</b>												
COMPENSATION	1,273,922	1,544,999	2,755,433.27	1,568,410.54	1,518,845.42	1,541,889.35	1,572,029.61	\$ 11,775,529	\$ 20,956,100	9,180,572	56.19	43.81
BENEFITS	502,135	627,675	1,072,333	655,338.11	634,927.49	640,526.89	642,279.00	4,775,214	9,049,546	4,274,333	52.77	47.23
SUPPLIES	12,255,722	16,322,015	15,363,896	22,078,595.14	14,601,700.87	7,834,907.77	2,958,020.06	91,414,857	127,360,559	35,945,702	71.78	28.22
MAINTENANCE	296,896	366,455	251,726	272,902	271,262	308,875	291,784	2,059,899	3,257,434	1,197,535	63.24	36.76
Fuel	-	-	-	-	-	-	-	-	-	-	-	100.00
PROF. SERVICES/TRAINING	652,808	653,060	897,594	669,816	932,667	1,108,698	426,119	5,340,762	10,111,083	4,770,321	52.82	47.18
OTHER CHARGES	101,050	140,192	116,102	172,292	111,734	111,967	122,724	876,061	1,626,551	750,490	53.86	46.14
SCHEDULED CHARGES	599,593	576,408	588,473	600,865	588,834	581,240	523,322	4,058,735	7,162,968	3,104,233	56.66	43.34
CAPITAL OUTLAY	-	-	-	-	-	9,670	-	9,670	26,025	16,355	37.16	62.84
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 15,682,123	\$ 20,230,804	\$ 21,045,556	\$ 26,018,219	\$ 18,659,970	\$ 12,137,773	\$ 6,536,278	\$ 120,310,723	\$ 179,550,265	\$ 59,239,542	67.01	32.99

**Lubbock Power and Light  
Capital Program - Unaudited  
Management Report  
April 30, 2024**

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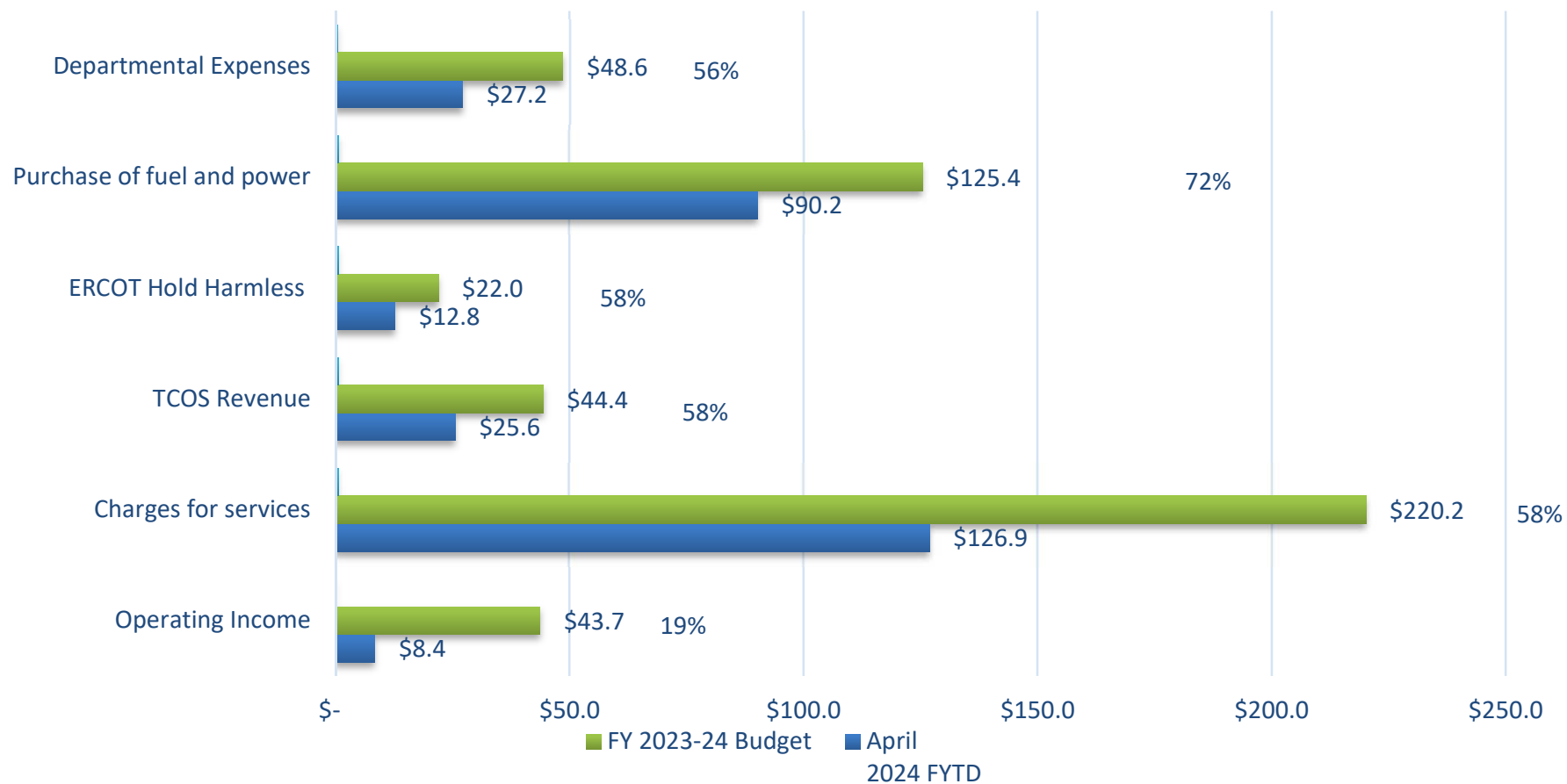
Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 721,195	\$ 19	\$ 1,629,647	69.32	30.68
8626 Distribution Planning	680,000	313,373	37,941	328,687	48.34	51.66
8688 Smart Meter Texas Integration	1,574,520	-	-	1,574,520	100.00	-
92331 Fiberoptic Communications	2,965,000	913,456	113,509	1,938,035	65.36	34.64
92484 Substation Upgrades	5,200,000	3,216,483	946,194	1,037,323	19.95	80.05
92537 GIS Software Upgrades and Interfaces	2,435,000	1,621,864	663,620	149,516	6.14	93.86
92605 Operations System Upgrades	1,765,000	806,516	906,629	51,855	2.94	97.06
92608 Red Raider Substation Distribution Feeders	4,740,000	4,474,031	-	265,969	5.61	94.39
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47	77.53
92680 Substation Capacity Upgrade - Northeast	9,505,000	4,970,847	3,280,875	1,253,278	13.19	86.81
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,058,676	-	484,824	31.41	68.59
92684 FY 2020-24 Distribution Transformers	16,375,000	9,502,386	4,425,359	2,447,255	14.95	85.05
92685 FY 2020-24 Distribution System Upgrade	12,050,000	9,063,170	11,451	2,975,379	24.69	75.31
92686 FY 2020-24 Overhead Lines	9,220,500	8,539,097	14,184	667,219	7.24	92.76
92687 FY 2020-24 Street Lights	4,282,100	3,742,762	-	539,338	12.60	87.40
92688 FY 2020-24 Underground Distribution	12,117,000	11,437,052	20,520	659,428	5.44	94.56
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	19,758,059	3,868,941	254,137	1.06	98.94
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	15,965,956	866,388	1,722,222	9.28	90.72
92695 Downtown Facility Upgrades	3,235,000	2,818,136	282,939	133,925	4.14	95.86
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,787,824	104,748	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	11,878,708	8,929	530,254	4.27	95.73
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73	29.27
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,149,975	16,848	141,068	3.27	96.73
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	62,157	2,976,026	47.94	52.06
92733 DNV-GL Cascade Upgrades	250,000	114,228	135,000	772	0.31	99.69
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27	78.73
92735 FY 2021-22 Vehicles and Equipment	2,625,000	2,034,643	542,644	47,713	1.82	98.18
92788 4kV Distribution Conversion	4,779,273	30,566	-	4,748,707	99.36	0.64
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	1,834,524	1,605,297	275,179	7.41	92.59
92829 Work Order System	2,000,000	-	-	2,000,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	3,270,000	-	-	3,270,000	100.00	-
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00	-
92840 Spare Autotransformer	500,000	-	-	500,000	100.00	-
92841 FY 2023-24 Vehicles & Equipment	2,560,000	766,673	1,679,506	113,821	4.45	95.55
	\$ 189,363,014	\$ 134,693,800	\$ 19,662,251	\$ 35,006,962	18.49	81.51

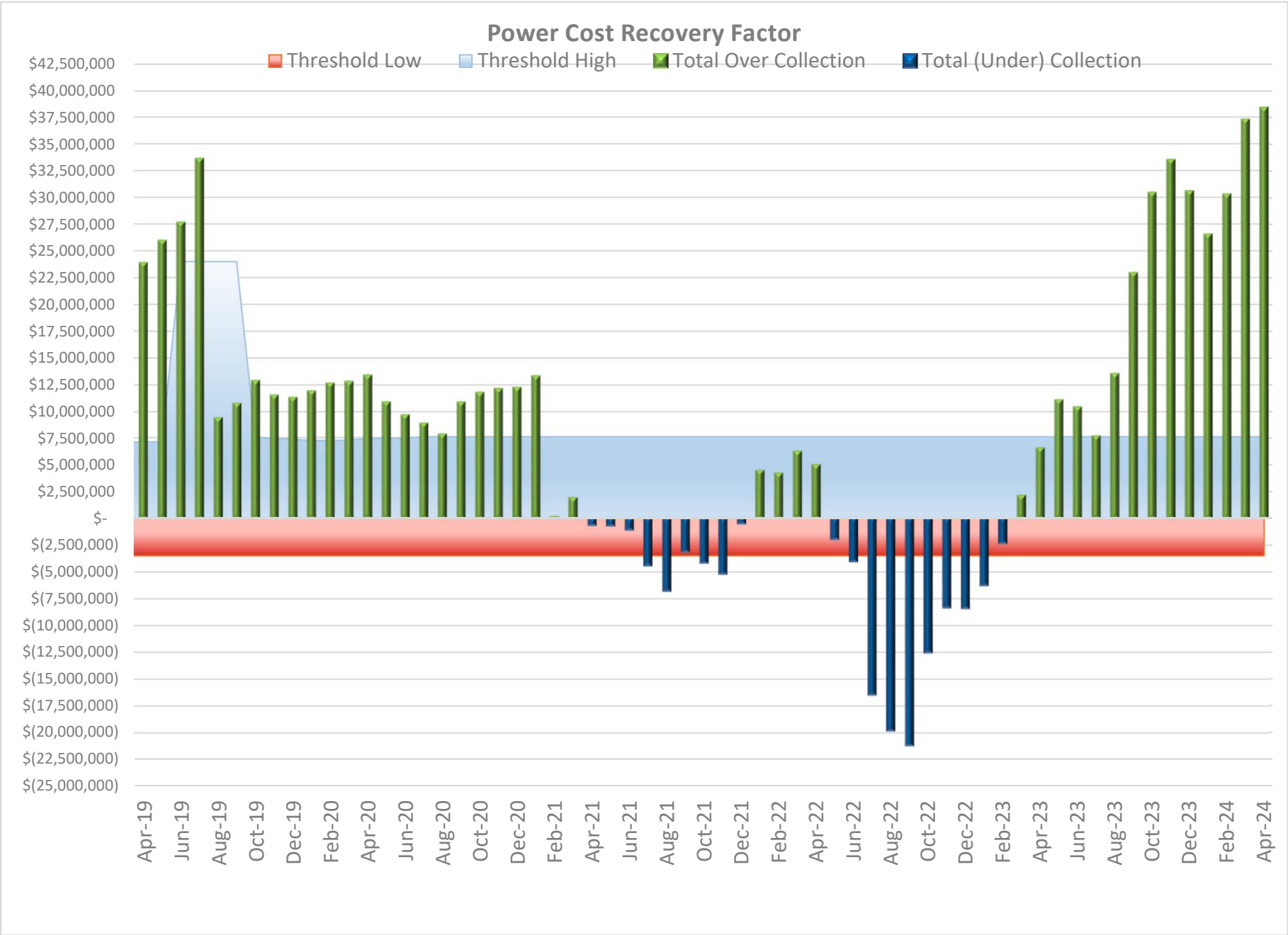
Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 721,195	\$ 19	\$ 1,629,647	69.32
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
92331 Fiber optic Communications	2,600,000	913,456	113,509	1,573,035	60.50
92484 Substation Upgrades	4,350,000	3,216,483	946,194	187,323	4.31
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	4,474,031	-	265,969	5.61
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47
92680 Substation Capacity Upgrade - Northeast	9,505,000	4,970,847	3,280,875	1,253,278	13.19
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	3,500,000	3,500,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	-	-	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	15,965,956	866,388	1,722,222	9.28
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,787,824	104,748	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	11,878,708	8,929	530,254	4.27
92730 Cooke Facility Remodel	-	-	-	-	-
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,149,975	16,848	141,068	3.27
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	62,157	2,976,026	47.94
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92735 FY 2021-22 Vehicles and Equipment	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	30,566	-	1,623,707	98.15
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	-	-	-	-	-
	<b>\$ 103,817,148</b>	<b>\$ 84,841,757</b>	<b>\$ 5,463,720</b>	<b>\$ 13,511,671</b>	<b>13.01</b>

Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	680,000	313,373	37,941	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	663,620	149,516	12.26
92605 Operations System Upgrades	1,765,000	806,516	906,629	51,855	2.94
92608 Red Raider Substation Distribution Feeders	-	-	-	-	-
92634 LP&L - GIS Office Renovations	-	-	-	-	-
92680 Substation Capacity Upgrade - Northeast	-	-	-	-	-
92681 ERCOT Conversion Work	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,058,676	-	484,824	31.41
92684 FY 2020-24 Distribution Transformers	12,875,000	6,002,386	4,425,359	2,447,255	19.01
92685 FY 2020-24 Distribution System Upgrade	12,050,000	9,063,170	11,451	2,975,379	24.69
92686 FY 2020-24 Overhead Lines	9,220,500	8,539,097	14,184	667,219	7.24
92687 FY 2020-24 Street Lights	4,282,100	3,742,762	-	539,338	12.60
92688 FY 2020-24 Underground Distribution	12,117,000	11,437,052	20,520	659,428	5.44
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	2,941,922	3,868,941	254,137	3.60
92693 Distribution System Upgrade-Improvements-Expansion	-	-	-	-	-
92695 Downtown Facility Upgrades	860,000	443,136	282,939	133,925	15.57
92727 Substation Capacity Upgrade - Co-op	-	-	-	-	-
92728 Substation Capacity Upgrade - Thompson	-	-	-	-	-
92729 Substation Capacity Upgrade - Vicksburg	-	-	-	-	-
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73
92731 Yellowhouse Substation Capacity upgrade	-	-	-	-	-
92732 McDonald Substation Capacity upgrade	-	-	-	-	-
92733 DNV-GL Cascade Upgrades	250,000	114,228	135,000	772	0.31
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27
92735 FY 2021-22 Vehicles and Equipment	2,625,000	2,034,643	542,644	47,713	1.82
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	1,834,524	1,605,297	275,179	7.41
92829 Work Order System	2,000,000	-	-	2,000,000	100.00
92834 Substation Capacity Upgrade - Erksine	3,270,000	-	-	3,270,000	100.00
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00
92840 Spare Autotransformer	500,000	-	-	500,000	100.00
92841 FY 2023-24 Vehicles & Equipment	2,560,000	766,673	1,679,506	113,821	4.45
	<b>\$ 85,545,866</b>	<b>\$ 49,852,043</b>	<b>\$ 14,198,531</b>	<b>\$ 21,495,293</b>	<b>25.13</b>



## Budget vs Actuals (in millions)





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

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
				3/8" GLASS STRAIN INSULATORS	
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$2,520.00	15000 LBS	Warehouse
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$2,715.00	4/0-477 DEAD END	Warehouse
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$4,000.00	SHOE #4TRIPLEX IN	Warehouse
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$5,340.00	500'CO NO. 2 600V WIRE	Warehouse
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$2,025.00	500FT REEL LOAD BREAK	Warehouse
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$4,240.00	BUSHING WEDGE TAP	Warehouse
21113617	KBS Electrical Distributors, Inc.	5/6/2024	\$9,900.00	CONNECTOR 4/0 600V WIRE	Warehouse
21113618	Anixter Inc.	5/6/2024	\$17,424.00	500FT REEL 4" RIGID CONDUIT	Warehouse
21113618	Anixter Inc.	5/6/2024	\$13,560.00	W/CP LARGE ENCLOSURE- PRIMARY	Warehouse
21113619	Techline Inc.	5/6/2024	\$8,000.00	1/0 25KV POTHEAD	Warehouse
21113635	Anixter Inc.	5/14/2024	\$22,189.50	CONNECTOR-ST LT BREAK-A-WAY FOR TWO	Warehouse
21113635	Anixter Inc.	5/14/2024	\$4,680.00	CONDUCTORS 28KV POLYMER DEAD END	Warehouse
21113635	Anixter Inc.	5/14/2024	\$27,450.00	INSULATOR 50FT CL 2 CREOSOTE-	Warehouse
21113636	Techline Inc.	5/14/2024	\$9,600.00	TREATED POLE NO. 4 600V WIRE	Warehouse
21113636	Techline Inc.	5/14/2024	\$20,178.00	500FT REEL 4IN. PVC CONDUIT	Warehouse
21113636	Techline Inc.	5/14/2024	\$38,272.00	477KCMIL ACSR BARE WIRE 18 STR BR STR=11870LB	Warehouse
21113637	Anixter Inc.	5/14/2024	\$9,387.84	POLE STABILIZER 100-300AMP 27KV	Warehouse
21113637	Anixter Inc.	5/14/2024	\$10,189.80	CUTOUT 25KV 4-POINT	Warehouse
21113638	KBS Electrical Distributors, Inc.	5/14/2024	\$25,270.00	JUNCTION GROUND ROD	Warehouse
21113638	KBS Electrical Distributors, Inc.	5/14/2024	\$3,200.00	5/8IN X 8FT TRANS SPADE	Warehouse
21113638	KBS Electrical Distributors, Inc.	5/14/2024	\$1,762.50	TERM 6 HOLE 1/0 600V WIRE	Warehouse
21113638	KBS Electrical Distributors, Inc.	5/14/2024	\$5,560.00	500FT REEL	Warehouse
21113670	KBS Electrical Distributors, Inc.	5/24/2024	\$44,805.00	200 A LOADBREAK 4/0 AWG 25KV FULL CON.	Warehouse
21113671	Anixter Inc.	5/24/2024	\$44,925.00	NEUTRAL	Warehouse
<b>Extended Cost to Receive</b>			<b>\$337,193.64</b>		



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** June 18, 2024

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**Summary:**

Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through Lubbock Power & Light, and INPOWERD, LLC, to provide specialized staffing services necessary for emergent and ongoing critical operations along with compliance needs.

**Background/Discussion:**

In light of staffing limitations and the critical importance of maintaining robust cyber security measures in our operations, LP&L seeks to engage the services of a NERC Cyber Security Consulting Manager through INPOWERD. This strategic move is aimed at ensuring the highest level of compliance with NERC Critical Infrastructure Protection (CIP) standards while leveraging specialized expertise to bolster our existing personnel's capabilities.

To ensure LP&L's success as it relates to NERC CIP Compliance, the role of the NERC Cyber Security Consulting Manager is pivotal. This role requires an individual with extensive experience in CIP along with a profound understanding of NERC CIP compliance standards. This position will serve as a beacon of expertise providing invaluable guidance, coaching, mentoring, and training for LP&L's operations and support personnel.

The complexity of real-time operations, federal and state audits, identifying personnel who align precisely with our compliance requirements is a challenge. Therefore, it is imperative to engage INPOWERD to facilitate the training and development of our current workforce to meet these compliance standards.

The responsibilities of the NERC Cyber Security Consulting Manager encompass a spectrum of critical functions, including:

- Directing and managing LP&L's NERC Cyber Security program with a keen focus on continuous monitoring and assessment of compliance with all applicable NERC CIP reliability standards.
- Leading and mentoring the CIP Team to optimize performance, efficiency, and personnel development.
- Assessing and developing internal controls to mitigate risks of non-compliance with NERC CIP reliability standards.
- Coordinating efforts related to requests for information, audits, and submissions required by NERC or Regional Entities.
- Interpreting NERC CIP reliability standards and communicating their implications to relevant stakeholders.
- Participating in the NERC standards development process and coordinating internal efforts to submit comments on standards undergoing revision or development.



- Providing guidance to various departments in developing procedures to support NERC and Regional Entity compliance activities.
- Assisting in the development and rollout of CIP-related training for appropriate personnel.
- Overseeing the development, implementation, or revision of CIP-related procedures/plans to ensure compliance with NERC standards.
- Conducting reviews, audits, and tests of NERC CIP compliance activities to monitor and report on compliance status.

LP&L's primary focus in the agreement is to secure the engagement of a NERC Cyber Security Consulting Manager as a proactive step towards fortifying LP&L's cyber security posture and ensuring unwavering compliance with NERC CIP standards. Furthermore, at the discretion of LP&L this agreement allows us to hire additional candidates from INPOWERD as needed to assist the Utility in achieving the statement of work. We are confident that this partnership with INPOWERD will yield significant dividends in safeguarding our critical infrastructure and enhancing operational resilience.

**Fiscal Impact:**

Funds are available in cost centers 7414 (Distribution Load Dispatching) and 7614 (Transmission Load Dispatching) for this purpose.

**Recommendation:**

Staff recommends approval of the PSA with **INPOWERD, LLC., a Tennessee Company** to provide professional services with a contract term of one (1) year with an option to extend for an additional year if there is no increase to the "not to exceed" amount of \$500,000, 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, the City of Lubbock, acting by and through Lubbock Power & Light, desires to enter into a Professional Services Agreement related to professional services to provide qualified temporary personnel to assist with ongoing and future operations and compliance needs (the “Activities”).

WHEREAS, LP&L and INPOWERD have previously entered into a separate Professional Service Agreement on February 9, 2022 (the “Original PSA”), amended on August 15, 2023 and again on March 19, 2024 to provide consultation services related to the Activities.

WHEREAS, INPOWERD is capable of providing qualified temporary personnel (“Temporary Personnel”) to customers with staffing needs.

WHEREAS, LP&L desires to engage INPOWERD to provide supplemental staffing services, and INPOWERD desires to be engaged by Client related to the described Activities, as defined by terms and conditions of this Agreement.

WHEREAS, LP&L and INPOWERD now desire to enter into a new Professional Service Agreement to provide temporary staffing services related to the Activities;

NOW, THEREFORE:

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

THAT the 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”), the 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 18th day of June, 2024.

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Gwen Stafford, Chair

ATTEST:

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Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Keli Swan, General Counsel

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”), by and between INPOWERD, LLC (“INPOWERD” or “Contractor”) a Tennessee Domestic Limited Liability Corporation authorized to conduct business in Texas and the City of Lubbock, acting by and through Lubbock Power & Light (“Client” or “LP&L”). INPOWERD and Client shall sometimes collectively be referred to as the “Parties.”

WHEREAS, LP&L requires specialized staff to meet critical Federal and State compliance requirements (the “Activities”);

WHEREAS, LP&L and INPOWERD entered into a Professional Service Agreement on February 9, 2022 (the “Original PSA”), amended it on August 15, 2023 and again on March 19, 2024 to provide consultation services related to the Activities.

WHEREAS, INPOWERD is capable of providing qualified temporary personnel (“Temporary Personnel”) to customers with staffing needs.

WHEREAS, Client desires to engage INPOWERD to provide supplemental staffing services, and INPOWERD desires to be engaged by Client related to the described Activities, as defined by terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the conditions contained herein, the parties agree as follows:

**1. TERM:** This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year (“*Initial Term*”) with the option of the LP&L Chief Administrative Officer or his designee, and upon the agreement of the Contractor, to extend the term of this Agreement for one (1) additional one (1) year term under the same terms and conditions upon written agreement by both parties. An amendment to this Agreement resulting in an increase of the Not-to-Exceed must be approved by LP&L, acting through the body wherein jurisdiction of this Agreement lies.

## **2. SERVICES**

**2.1 Services Provided:** Subject to the terms and conditions set forth herein, during the term of this Agreement, INPOWERD agrees to furnish to Client one or more Candidates (as defined in Section 2.3), one or more of whom may, at the sole election of Client, become Temporary Worker(s) (as defined in Section 2.2) to furnish the services described in Exhibit A and the Statement of Work attached hereto. The Parties shall enter into a new Exhibit A and Statement of Work for each Temporary Worker furnishing services on the terms of this Agreement. Unless otherwise agreed by the parties, this Agreement shall apply to additional Candidates and Temporary Workers provided by INPOWERD to Client.

**2.2 Candidate Acceptance:** Within thirty (30) days of the Effective Date, INPOWERD shall provide information on at least one (1) Candidates, as defined in Section 2.3, for Client to review. In addition, INPOWERD shall provide to



Client one or more Candidates as requested by Client. INPOWERD shall provide resumes to Client of such Candidates, and Client may choose to conduct interviews of such Candidates. INPOWERD's services may include advice and recommendations on Candidates; however, all selection decisions are Client's sole responsibility. Client is not required to select any Candidates provided by INPOWERD. A Candidate placed with Client pursuant to this Agreement shall be referred to hereafter as a "Temporary Worker."

**2.3 Candidate Qualifications:** INPOWERD shall provide to Client candidates that meet the following minimum qualifications:

**2.3.1** Candidates must be in good standing under Contractor's or Client's North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP-004) Equivalent (a) Security Awareness Program, (b) Cyber Security Training Program, (c) Personnel Risk Assessment Program approved by the Client.

**2.3.2** Candidates that meet the minimum qualifications set forth in this Section 2.3 are referred to herein as "Candidate" or "Candidates."

**2.4 Services:** The Temporary Worker shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A, is a list of the Temporary Workers to be placed initially with Client (subject to Client's review of the Candidate resumes, interviews, selection of the Candidates and all applicable rights reserved hereunder), standard and overtime hourly billing rates for each Temporary Worker, the starting date for each Temporary Worker, additional billing considerations for each Temporary Worker, and the start date for the Temporary Worker. If Client is reasonably dissatisfied with the performance of any Temporary Worker under this Agreement, Client shall notify INPOWERD in writing describing such unsatisfactory performance (each, a "**Performance Notice**"). INPOWERD shall then have fifteen (15) days from its receipt of a Performance Notice (the "**Cure Period**") to correct the Temporary Worker's defective performance. If INPOWERD fails to cure the Temporary Worker's defective performance in the manner described in the Performance Notice during the Cure Period, Client may instruct INPOWERD to terminate, and on receipt of such notice, INPOWERD shall terminate the Temporary Worker's services under this Agreement (a "**Cause Termination**"). In the event of a Cause Termination, INPOWERD shall either replace the Temporary Worker subject to Client review and approval, or schedule an interview of a Candidate with Client, within thirty (30) days of receiving such notice. If Client's Performance Notice identifies conduct that cannot be cured and requires immediate removal, Client shall state in its Performance Notice that such conduct is not subject to cure and may request immediate removal ("**Immediate Termination**"). In the event of an Immediate Termination, INPOWERD shall terminate the Temporary Worker's services within twenty four (24) hours of receipt of the Performance Notice and shall either replace the Temporary Worker subject

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to Client review and approval, or schedule an interview of a Candidate with Client, within thirty (30) days of receiving such notice.

**2.5** INPOWERD understands that Client is a tax-exempt entity and, as such, shall not be responsible for any sales tax to INPOWERD.

**2.6 INPOWERD Obligations for Temporary Workers:** In regard to the Temporary Worker(s) provided to Client under this Agreement, INPOWERD responsibilities include the following:

- Maintaining personnel and payroll records;
- Calculating and paying wages;
- Withholding and remitting payroll taxes and other government-mandated charges;
- Hiring, assigning, reassigning, counseling, disciplining, and discharging; and
- Handling Temporary Worker work-related claims and complaints.

Prior to Temporary Worker(s) beginning assignments, INPOWERD will have Temporary Workers acknowledge that they have no right to participate in Client's employee benefit plans, fringe benefit plans, or personnel policy.

INPOWERD shall indemnify Client, and it hold harmless from and against, any loss, claim, liability, expense, or other damage, including but not limited to garnishment of wages, charges, interest or penalties attributable to all taxes (or non-payment thereof) of INPOWERD or any Temporary Worker.

**2.7 Temporary Worker Duties:** It shall be the Client's responsibility to control, manage, and supervise the work of the Temporary Workers assigned to Client pursuant to this Agreement. Client agrees to provide site specific training to Temporary Workers as required by law or as Client deems necessary. The Temporary Workers shall perform tasks identified, or reasonably related to, the duties and functions of the specific jobs set forth in the Temporary Worker's Job Description in Exhibit A as the same may be amended and supplemented by the Parties in writing from time to time.

**2.8 Modification:** After execution of this Agreement, all additions, deletions, or modifications to Exhibit A for any Candidate or Temporary Worker must be mutually agreed to in writing, and duly authorized, by both Parties. If any Party modifies the job duties of, or assigns a task to, a Temporary Worker that varies materially from previous job duties or tasks without securing the written consent of an authorized representative of the other party, the other party may, in its sole and absolute discretion, deem this Agreement breached, and the breaching party shall be liable to the other party for all claims, damages, losses or expenses relating to such action.

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- 2.9 Client Duties:** Client, at Client's sole cost and expense, shall furnish each Temporary Worker with professional office space and all equipment, tools, and information as may be necessary for Temporary Worker to provide the services under this Agreement. Each Temporary Worker's primary work location shall be Lubbock County, Texas, unless otherwise agreed in writing by Client, INPOWERD, and the applicable Temporary Worker.

### 3. INVOICES

- 3.1 Time Records:** INPOWERD shall submit monthly invoices to Client for services rendered by Temporary Worker(s) for the number of hours worked by Temporary Worker(s) the previous month. Overtime rates for Temporary Worker(s) who work in excess of forty (40) hours per week, or as otherwise required by law, will be billed at the rates listed on Exhibit A. For weeks that have national or client-observed holidays, overtime rates shall be billed based on a pro-rated week. Client agrees to pay pursuant to the additional billing considerations, as are identified in Exhibit A. Client agrees to pay for any and all hours Temporary Worker accrues on training, licensing, accreditation, or continuing education required for Temporary Worker to maintain certification required by the North American Electric Reliability Corporation (NERC), ERCOT, and/or any regulatory body. Client is solely responsible for ensuring that information submitted by INPOWERD regarding hours worked by Temporary Worker(s) is timely and accurate. The number of hours billed by INPOWERD shall be supported by a timecard or other time record approved by Client. Invoices submitted by INPOWERD to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within thirty (30) business days of Client's receipt of the invoice.
- 3.2 Expenses:** Client shall reimburse INPOWERD for all ordinary, necessary, and reasonable (1) travel expenses incurred by Temporary Worker(s) while performing services on behalf of Client that require Temporary Worker to travel away from Client's primary job site; and/or (2) conference, training, licensing, accreditation, or continuing education fees required for Temporary Worker(s) to perform services for Client. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice. These expenses, if any, will be added to the invoice for the period in which the expenses were incurred.
- 3.3 Drug & Background Screening:** If Client requires INPOWERD to perform certain drug and/or background screenings on its Candidate(s) and/or Temporary Worker(s), these screenings will be performed at Client's sole expense unless otherwise agreed to in writing by both parties. These expenses, if any, will be added to the invoice for the period in which the expenses were incurred.

### 4. PAYMENT/DEFAULT:

- 4.1 Payment:** Client shall pay INPOWERD all undisputed amounts within thirty (30) days of the date of each invoice. Payment shall be made to INPOWERD by check
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or EFT. The total consideration to be paid to INPOWERD for the Initial Term shall not exceed the sum of five hundred thousand and no/100 dollars (\$500,000.00).

**4.2 Default:** Past due payments are subject to a late charge of one percent (1%) per month on the amount of the past due balance.

**4.3 Annual Inflation Adjustment:** On the terms of this Section 4.3, INPOWERD reserves the right to adjust established bill rates with Client by up to three percent (3%) per annum to cover specific direct cost increases. INPOWERD will provide Client written notice of its rates (collectively, the “Rates”) effective from and after the Effective Date, no later than November 30th of each year during the term of this Agreement. INPOWERD will submit a revised Exhibit A reflecting the bill Rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than three percent (3%), INPOWERD will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will only be applicable prospectively and not retroactively applied.

If, during the term of this Agreement, the tax laws are changed in a way that materially affects any section of this Agreement and requires INPOWERD to pay additional sales or use taxes that it currently does not pay, the Parties agree to negotiate in good faith to attempt to amend this Agreement accordingly.

**4.4** During the Initial Term or any period thereafter, if INPOWERD fails to provide Candidates that meet the qualifications outlined in Paragraph 2.3, or otherwise fails to schedule a qualified Candidate for interview with Client within thirty (30) days of request by Client, Client may terminate this Agreement upon forty five (45) days’ notice as Client’s sole and exclusive remedy hereunder. Client does not waive rights with respect to any other potential breach by INPOWERD.

## 5. DIRECT HIRE OF TEMPORARY WORKERS AND EARLY TERMINATION

**5.1 Right to Hire:** Notwithstanding the above Section 5.1, if Temporary Worker’s placement has ended concurrently with the Initial Term, there will be no fee for directly hiring the Temporary Worker.

**5.2 Referral Fee:** INPOWERD agrees that Client may use independent methods of recruiting cyber security resources, and Client will owe INPOWERD no additional fee if it procures cyber security resources from sources independent of INPOWERD. If, however, Client chooses not to accept a Candidate, provided by INPOWERD, as a Temporary Worker pursuant to this Agreement, and Client then engages such Candidate, either directly or indirectly, to perform services for Client within twelve (12) months of receipt of the Candidate’s resume, Client shall pay to INPOWERD a referral fee equal to thirty percent (30%) of the average monthly amounts invoiced in the preceding six (6) months with respect to a similarly situated Temporary Worker (or if no such worker has worked six



(6) months, using the average of the actual months invoiced), multiplied by the number of months remaining in the Initial Term.

- 6. DISCLAIMER OF WARRANTIES:** To the extent permitted by law, INPOWERD does not warrant or guarantee that the Temporary Worker(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs or perform services in any particular manner. INPOWERD does not warrant or guarantee that it will be able to source prospective Temporary Worker(s) acceptable to Client pursuant to Section 2.2. **EXCEPT FOR THOSE REPRESENTATIONS PROVIDED IN THIS AGREEMENT, PARTICULARLY WITH RESPECT TO SECTION 2.3, AND TO THE EXTENT PERMITTED BY LAW, INPOWERD MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES TO BE FURNISHED, OR CAUSED TO BE FURNISHED, BY PRINCIPAL UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SERVICES FURNISHED TO CLIENT BY ANY TEMPORARY WORKERS. CLIENT ACCEPTS ALL SERVICES FURNISHED UNDER THIS AGREEMENT "AS IS."**
  - 7. CONSEQUENTIAL AND PUNITIVE DAMAGES: TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY EXPRESSLY RELEASES THE OTHER PARTY FROM PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF OR INABILITY TO USE PROPERTY AND EQUIPMENT OR BUSINESS INTERRUPTION, HOWSOEVER THE SAME MAY BE CAUSED, REGARDLESS OF OWNERSHIP, AND REGARDLESS OF WHETHER OR NOT OCCASIONED BY OR RESULTING FROM THE NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR OTHER FAULT OF ANY PARTY, AS THE CASE MAY BE, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.**
  - 8. INSURANCE:** INPOWERD shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. INPOWERD shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of INPOWERD to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, employer's liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry an A.M. Best's Rating of A- or better. The policies will be written, subject to the following minimum limits of liability:
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<i>Commercial General Liability:</i>	Per Occurrence Single Limit:	\$1,000,000.00
	General Aggregate Limit:	\$2,000,000.00
<i>Professional Liability:</i>	Combined Single Limit:	\$1,000,000.00
	Aggregate Limit:	\$2,000,000.00
<i>Automobile Liability:</i>	Combined Single Limit for any auto: \$1,000,000.00 Per Occurrence	
Worker's Compensation:	Statutory	
<i>Employer Liability:</i>	Required with Worker's Comp.:	\$1,000,000.00

Contractor shall further cause any approved Sub-consultant to procure and carry the identical insurance coverage, and for the term, required of Contractor herein, protecting City against losses caused by the professional negligence of the approved Sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Commercial General Liability, Auto Liability, and Workers Compensation, and shall be granted a waiver of subrogation under these policies. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage of these policies.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice for non-payment. If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Consultant shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article 9 shall survive the termination or expiration of this Agreement.

Notwithstanding anything contained herein to the contrary, all insurance required herein shall be maintained at Contractor's (and approved Sub-Contractor's, as applicable) sole cost and expense.

**9. INDEPENDENT CONTRACTOR:** In performing this Agreement, the Parties and Temporary Workers are independent contractors. No employer-employee relationship, partnership, joint venture, or agency relationship exists between the Parties. The Temporary Worker(s) shall perform the services under this Agreement at such places as may be agreed between Client and INPOWERD, but, in such event, Client will not integrate any Temporary Worker(s) into its business operations.

**10. NO RIGHT TO BIND:** By acceptance of this Agreement, the Parties hereby acknowledge and agree that INPOWERD does not have authority under this Agreement to act on behalf of, or otherwise bind, Client. The Parties also acknowledge and agree that Client does not have authority to act on behalf of, or otherwise bind, INPOWERD. Accordingly, neither Party may enter into any agreements on behalf of or purport to bind the other Party, or represent to any person that it has the power to create any obligation, express or implied, on behalf of the other Party without that Party's express prior written consent.

## **11. CLIENT PROPERTY**

**11.1 Work Product:** Any and all documents, drawings and specifications prepared by, or caused to be prepared by, Temporary Workers as part of the services hereunder, are the property of Client. Any document, drawings, documentation of any kind, or anything that Temporary Worker(s) create to perform the services hereunder, shall be returned to Client when any Temporary Worker completes an assignment with Client. Unless as required by the Public Information Act, INPOWERD is not required to provide Temporary Workers or Client any confidential, proprietary information.

**11.2 Confidentiality:** Each Party recognizes that while performing its duties under this Agreement, such Party may be granted access to certain proprietary and confidential information regarding the other Party's business, customers, employees, and contractors. Subject to Client's duties and obligations under the Texas Public Information Act, TEX. GOV'T CODE 552.001, *et seq.*, each Party agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain. INPOWERD shall require Temporary Workers to sign confidentiality agreements (in the form of Exhibit B) before they begin their assignments with Client.

**12. TEXAS PUBLIC INFORMATION ACT:** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and INPOWERD agrees that the contract can be terminated if INPOWERD knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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- 13. EQUAL OPPORTUNITY:** INPOWERD is an equal opportunity employer and refers Candidates and Temporary Workers regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Candidates, or otherwise deem Candidates unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety.
- 14. NOTICES:** Notices must be provided in writing to the address listed below. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail. Notices under this Section are deemed received within ten (10) days of mailing by reputable express carrier, or by registered or certified mail, and are deemed received the day of delivery in the case of delivery in person.

*To INPOWERD, LLC:*

Attn.: Earl W. Shockley, President

Mailing Address:

15622 Rankin Ave

P.O. Box 352

Dunlap, Tennessee 37327

*To Lubbock Power & Light:*

Attn: Blair McGinnis, Chief Operating Officer

1314 Avenue K, 5<sup>th</sup> Floor

Lubbock, Texas 79401

Telephone: (806) 775-3559

- 15. COMPLIANCE:** The Parties agrees that they will comply with applicable federal, state, and local laws in connection with this Agreement.
- 16. HEALTH AND SAFETY:** Client shall provide Temporary Workers with a work environment comparable to the work environment provided to its employees.
- 17. MISCELLANEOUS:**

- 17.1 Existence:** Contractor is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Tennessee and is qualified to carry on its business in the State of Texas.
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- 17.2 Registration in Texas:** To the extent necessary for Contractor to perform the Services, Contractor is duly registered in Texas and is authorized to transact business in Texas.
- 17.3 Stipulations:** The Parties stipulate and agree that this Agreement constitutes an agreement for the provision of professional services and that all services contemplated under this Agreement relate to the operation and maintenance of a public utility.
- 17.4 Waiver:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 17.5 Audit:** INPOWERD shall provide access to its books and records to Client. Client may audit, at its expense and during normal business hours, INPOWERD's books and records with respect to this Agreement. The audit period shall extend from the Effective Date of this Agreement through and until two (2) years following the end of (i) any document retention period required by applicable law or (ii) the calendar year within which the applicable invoice was received by Client, whichever is later. Notwithstanding the broadness of Client's inspection and audit rights, it is understood and agreed that, except as may be required under the Texas Public Information Act, Client shall not be entitled to INPOWERD's cost structure, profit margins, or other proprietary information except as reasonably necessary for Client to be able to effectively and efficiently audit INPOWERD's performance and/or charges hereunder.
- 17.6 Assignment:** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party.
- 17.7 Other Requirements:** Client acknowledges and agrees that it shall be responsible for training its Temporary Workers, providing them with updates on any specific laws or regulations, and provide training incorporating the same, applicable to the services provided by them.
- 17.8 Governing Law:** The laws of the State of Texas shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the INPOWERDs of conflict of laws. Any dispute arising out of or related to this Agreement shall be brought in the state district courts of Lubbock County, Texas.
- 17.9 Severability:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance
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of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

- 17.10 Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.
- 17.11 Headings:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.
- 17.12 Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.
- 17.13 Force Majeure.** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 17.14 Entire Agreement:** This Agreement and all exhibits hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement in regards to the activities contemplated herein. In the event of a conflict with a provision of the Original PSA, the terms of the Original PSA shall supersede those of this Agreement. This Agreement may be amended, waived, changed, modified, or discharged only by an agreement in writing signed by all of the Parties.
- 17.15 Non-Boycott of Israel:** INPOWERD hereby warrants that it is in compliance with Chapter 2271.002, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
- 17.16 Non-Appropriation:** All funds for payment by Client under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, Client will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the “Non-Appropriation Date”). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by INPOWERD on thirty (30) days’ prior written notice, but failure to give such notice shall be of no effect and Client shall not be obligated under this Agreement beyond the Non-Appropriation Date.
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- 17.17 Ownership Representation and Warranty:** To the extent Chapter 2275, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2275.0101, *et seq.*
- 17.18 Non-Discrimination against Firearm Entities/Trade Associations:** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 17.19 Non-Boycott of Energy Companies:** Contractor hereby warrants that it is in compliance with Chapter 2276, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
- 17.20 Disclosure of Interested Parties:** To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

**INPOWERD, LLC**

By: \_\_\_\_\_

Name: Earl W. Shockley

Title: President & Founder

Date: 06/11/2024

**The City of Lubbock, acting by and through Lubbock Power & Light**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

Pursuant to the terms and conditions of the Services Agreement (“Agreement”) dated \_\_\_\_\_, 2024, by and between INPOWERD, LLC (“INPOWERD”) and the City of Lubbock, acting by and through Lubbock Power & Light (“Client”), Client agrees to the following approved rates:

**Temporary Worker Information**

<b>Name:</b>	
<b>Temporary Worker Job Title:</b>	Inpowerd/LPL CIP Compliance Contractor
<b>Temporary Worker Job Description:</b>	<p>Direct and Manage LP&amp;L’s NERC Cyber Security program; continuously monitor and assess LP&amp;L’s compliance with all applicable NERC CIP reliability standards; assess evidence of compliance gathered by business unit subject matter experts to determine its applicability and completeness for demonstrating compliance to NERC and/or the Regional Entities.</p> <p>Lead and mentor the CIP Team in support of team performance, efficiency, and personnel development.</p> <p>Assess and develop internal controls related to LP&amp;L’s CIP program to mitigate risk of non-compliance with the NERC CIP reliability standards.</p> <p>Lead/coordinate LP&amp;L’s efforts to create and/or review requests for information regarding LP&amp;L’s NERC CIP compliance program and ensure timely submission of any NERC CIP records required by NERC or a Regional Entity (e.g., audit documentation, inherent risk assessments, self-certifications, self-reports, data submittals, mitigation plan completion attestations, etc.).</p> <p>Lead/coordinate the monitoring of NERC and Regional Entity communications, such as "lessons learned" documents and guides, regarding the NERC CIP reliability standards; communicate applicable information, regional conference key messages, and requirements to LP&amp;L’s NERC CIP compliance contributors.</p> <p>Interpret NERC CIP reliability standards and evaluate the business implications of existing, new, and revised NERC and Regional Entity standards; communicate analyses to the Regulatory Compliance - CIP Team</p>



	<p>(Operations) and business unit management as appropriate.</p> <p>Participate in the NERC standards development process. Lead/coordinate internal efforts to develop and submit LP&amp;L comments regarding CIP standards undergoing revision or development.</p> <p>Provide guidance to operations, engineering, and Lubbock City IT personnel in the development of department level procedures to support NERC and Regional Entity compliance activities.</p> <p>Assist the Regulatory Compliance - CIP (Operations) and Technical Training teams in the development of CIP related training and support roll-out of training to the appropriate personnel.</p> <p>Coordinate the preparation of self-certifications, providing guidance on spot check requests, responding to requests for information, preparing self-reports and exception reports, responding to complaints, and conducting compliance investigations.</p> <p>Provide oversight of the development, implementation, or revision of LP&amp;L's CIP related procedures/plans to include change management, incident management, cyber incident response, recovery, information protection, access control, and physical and cyber security plans, ensuring compliance with NERC's CIP standards.</p> <p>Conduct reviews, audits, CVA's tests, and drills, as appropriate, of LP&amp;L's NERC CIP compliance activities, processes, and documented guidance to monitor and report on status of compliance.</p> <p>This individual will report directly to the Operations Manager with a secondary reporting function to the CIP Senior Manager of Lubbock's NERC CIP program.</p> <p>This position will serve as the primary Subject Matter Expert (SME) for all NERC CIP Standards that are applicable to Lubbock Power and Light while providing technical guidance, advice, and support to Lubbock EMS Administrators who will serve as secondary support SME's until fully trained.</p>
<b>Engagement Start Date:</b>	07/08/2024

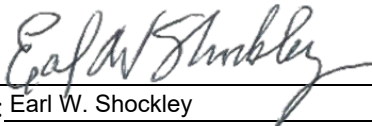
<b>Straight Time Billing Rate:</b>	\$203.00/hour
<b>Overtime Billing Rate:</b>	\$285.00/hour

### **Additional Billing Considerations**

<b>Holiday Pay:</b>	TBD--Mirror LP&L's holiday count
<b>Vacation Leave:</b>	2 weeks (80 hours) Paid Time Off (PTO) in 12 calendar months.
<b>Straight Time Minimum:</b>	2080 work/per year, 40 hours/week, 52 weeks/year (adjust based on Holiday, Sick, and Vacation negotiations)
<b>Overtime:</b>	It is anticipated that Temporary Worker will receive approximately 200 hours in overtime work per year.
<b>Bonus:</b>	TBD in Negotiations

### **Agreed and Accepted:**

**INPOWERD LLC**

By:   
 Name: Earl W. Shockley  
 Title: President & Founder  
 Date: 06/11/2024

**The City of Lubbock, acting by and through Lubbock Power & Light**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FORM OF STATEMENT OF WORK**

Task Order or Project No. 2024-3

In accordance with the Master Services Agreement between Lubbock Power and Light (“LP&L” or “Company”) and INPOWERD, LLC (“INPOWERD” or “Contractor”), dated February 9, 2022 as amended form of Statement of Work (SOW) and subject to the terms of Professional Services Agreement –Staffing Agreement effective on or about June 18, 2024 between the parties, describes the Services, Schedule and Payment Conditions for Service Provider’s activities on the Project listed below.

LP&L wishes to obtain the services of a NERC Cyber Security Consulting Manager (“Manager”) through INPOWERD.

**Job Description: NERC Cyber Security Consulting Manager**

- Direct and Manage LP&L’s NERC Cyber Security program; continuously monitor and assess LP&L’s compliance with all applicable NERC CIP reliability standards; assess evidence of compliance gathered by business unit subject matter experts to determine its applicability and completeness for demonstrating compliance to NERC and/or the Regional Entities.
- Lead and mentor the CIP Team in support of team performance, efficiency, and personnel development.
- Assess and develop internal controls related to LP&L’s CIP program to mitigate risk of non-compliance with the NERC CIP reliability standards.
- Lead/coordinate LP&L’s efforts to create and/or review requests for information regarding LP&L’s NERC CIP compliance program and ensure timely submission of any NERC CIP records required by NERC or a Regional Entity (e.g., audit documentation, inherent risk assessments, self-certifications, self-reports, data submittals, mitigation plan completion attestations, etc.).
- Lead/coordinate the monitoring of NERC and Regional Entity communications, such as "lessons learned" documents and guides, regarding the NERC CIP reliability standards; communicate applicable information, regional conference key messages, and requirements to LP&L’s NERC CIP compliance contributors.
- Interpret NERC CIP reliability standards and evaluate the business implications of existing, new, and revised NERC and Regional Entity standards; communicate analyses to the Regulatory Compliance - CIP Team (Operations) and business unit management as appropriate.
- Participate in the NERC standards development process. Lead/coordinate internal efforts to develop and submit LP&L comments regarding CIP standards undergoing revision or development.
- Provide guidance to operations, engineering, and Lubbock City IT personnel in the development of department level procedures to support NERC and Regional Entity compliance activities.
- Assist the Regulatory Compliance - CIP (Operations) and Technical Training teams in the development of CIP related training and support roll-out of training to the appropriate personnel.

- Coordinate the preparation of self-certifications, providing guidance on spot check requests, responding to requests for information, preparing self-reports and exception reports, responding to complaints, and conducting compliance investigations.
- Provide oversight of the development, implementation, or revision of LP&L's CIP related procedures/plans to include change management, incident management, cyber incident response, recovery, information protection, access control, and physical and cyber security plans, ensuring compliance with NERC's CIP standards.
- Conduct reviews, audits, CVA's tests, and drills, as appropriate, of LP&L's NERC CIP compliance activities, processes, and documented guidance to monitor and report on status of compliance.
- Performs other duties as assigned by the Chief Performance Officer / CIP Senior Manager.

#### Cost Table

Contract Period	6 mos.	9 mos.	12 mos.
<b>Total</b>	\$ 210,520	\$ 315,780	\$ 421,040

The costs above contain the following assumptions:

- 2080 work hours per year or 173 per month.
- 2 weeks (80 hours) Paid Time Off (PTO) in 12 calendar months.
- All LP&L observed holidays.

This Agreement shall not render the Manager an employee, partner, agent of, or joint venture with the LP&L for any purpose. The Manager is and will remain an **independent contractor** in their relationship to LP&L and LP&L shall not be responsible for withholding taxes with respect to the Manager's compensation hereunder. The Manager shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, except as expressly stated in this Agreement.

**[Signature pages on following page]**

**“Company”**

**City of Lubbock, acting by and through  
Lubbock Power & Light**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Contractor”**

**INPOWERD, LLC**

By:  \_\_\_\_\_

Name: Earl W. Shockley

Title: President and Founder

Date: 06/11/2024

**EXHIBIT B**  
**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement"), is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Lubbock, acting by and through Lubbock Power & Light, having its principal offices at 1314 Ave K., 5<sup>th</sup> Floor, Lubbock, Texas 79401 ("LP&L"), and INPOWERD, LLC, ("INPOWERD") (individually denoted as "Party" or collectively as "Parties").

WHEREAS, LP&L is seeking temporary staffing assistance from INPOWERD regarding specialized staff to meet critical Federal and State compliance requirements (the "Activities");

WHEREAS, in the course of the Activities it may be necessary for LP&L to release certain Confidential Information (as defined below) to temporary staff employed by INPOWERD, including information related to (i) compliance activities contemplated in the Staffing Agreement; (ii) other parties involved in the Activities; and (iii) information obtained by LP&L from third parties;

WHEREAS, INPOWERD requires access to such Confidential Information for the purpose of providing services related to transmission line inspections to LP&L;

WHEREAS, LP&L considers such Confidential Information to have significant value and LP&L agrees to disclose such information to INPOWERD only for the purpose and subject to the terms and conditions set forth below, and INPOWERD agrees to receive such Confidential Information only for such purpose and subject to such terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Confidential Information**

"Confidential Information" means the proprietary information exchanged between the Parties, which includes, without limitation, information (tangible or intangible) regarding intellectual property, patents and patent applications, trade secrets, product or service ideas or plans, techniques, sketches and designs, works of authorship, engineering designs and drawings, power generation, transmission, and distribution asset information, hardware configuration information, inventions, know-how, processes, equipment used, algorithms, software programs, tasks, questions, videos, recordings, websites, products, materials, images, text, communications, software source documents, formulae, related to the current, future, and proposed products and services, as well as information concerning LP&L's business, research, experimental work, development process, design details and specifications, engineering requirements, procurement requirements, employees and consultants (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), suppliers and customers, price lists, pricing methodologies, cost data, market share data, licenses, contract information, business plans, financial forecast, historical financial data, budgets, sales plans, merchandising plans, marketing plans, clinical data and analysis, all other information that



INPOWERD knew, or reasonably should have known, was Confidential Information of LP&L and any information specifically marked “confidential” or “proprietary.”

All information that would be considered confidential under the Professional Services Agreement dated February 9, 2022, as subsequently amended, between INPOWERD and LP&L shall be considered confidential under this Agreement

## 2. Nondisclosure of Confidential Information

(a) Nondisclosure. Neither INPOWERD nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of LP&L to INPOWERD for any purpose except in furtherance of contributing to the services, or other related services to be rendered by INPOWERD to LP&L. INPOWERD shall take all steps reasonably required to maintain the confidentiality of Confidential Information in INPOWERD’s possession, and shall use the same degree of care to protect the Confidential Information as INPOWERD employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users’ data shall be deemed consistent with INPOWERD’s obligations hereunder unless such use is contrary to LP&L’s express instructions.

(b) It is expressly understood by the Parties that LP&L is subject to Chapter 552 of the Texas Government Code (“Public Information Act” or “PIA”). Release of Protected Information to the Custodial Party for the limited purposes authorized herein is not to be construed as a waiver of any exceptions to the PIA’s disclosure requirements that may apply to the Protected Information. If the Custodial Party receives a request for Protected Information (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, requests made under the PIA, civil investigative demand or other similar process) it shall promptly, but in any event within no more than three (3) calendar days, notify and provide the Originating Party a copy of the request. The Originating Party shall bear the responsibility and expense for asserting its objections and exceptions to disclosure of its Protected Information. The Custodial Party shall reasonably cooperate with the Originating Party in the assertion and presentation of appropriate exceptions or objections to release and shall bear sole responsibility and expense for asserting its own confidentiality interests, if any, in the Protected Information. If requested by the Originating Party, the Custodial Party shall actively pursue (at the Originating Party’s expense) the appropriate exceptions or objections and endeavor to provide the Originating Party the opportunity to intervene to prevent the release or disclosure of the Protected Information in accordance with applicable law.

(c) In the event a Party is directed or ordered by the Texas Attorney General or a court of competent jurisdiction, or by an international, national, state or local government or regulatory body to release any Protected Information, that Party shall notify the other Party within three (3) business days of such direction or order. If either Party decides to pursue appeals or other legal remedies, the Parties shall cooperate to the fullest extent possible in such proceedings until all appeals or other legal remedies to protect such Protected Information are exhausted or the party that decided to pursue an appeal or other legal remedy decides to cease that pursuit. In pursuing such appeals and/or other legal remedies, the Party deciding to pursue the appeal or other legal

remedy shall bear the responsibility and expense of preparing pleadings, arguments, and other documentation and support necessary to the assertion of its position.

(d) Return of Information. As between LP&L and INPOWERD, Confidential Information shall be the sole and exclusive property of LP&L, and, upon termination of INPOWERD's engagement by LP&L or at any other time, if requested by LP&L, all documents, data, and records in INPOWERD's possession containing Confidential Information shall be returned to LP&L; provided, however, that INPOWERD may retain copies of documents that may contain Confidential Information which are necessary for the conduct and proper record keeping of INPOWERD's business in accordance with standard operating procedures or applicable law.

### 3. Scope of Agreement

The restrictions and agreements set forth in paragraph 1 of this Agreement shall not apply to any Confidential Information:

(a) which at the time disclosed to or obtained by INPOWERD is in the public domain;

(b) which becomes part of the public domain through no act, omission, or fault of, or violation of this Agreement by INPOWERD;

(c) which INPOWERD's records demonstrate was developed independently by INPOWERD or was received by INPOWERD from a third party which INPOWERD had no reason to believe had any confidentiality or fiduciary obligation to LP&L with respect to such information; or

(d) which is required to be disclosed by law or by regulatory authority, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, INPOWERD shall, to the extent possible, give prior timely notice of such disclosure to LP&L to permit LP&L to seek a protective order, and, absent the entry of such protective order, INPOWERD shall disclose only such Confidential Information that INPOWERD is advised by its counsel must be disclosed by law and exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information, subject to the restrictions identified in Section 2(c) above.

4. Remedies. It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement and LP&L shall be entitled to injunctive or other equitable relief as a remedy for such breach, without prejudice to any other rights or remedies available to LP&L under applicable law, including monetary damages.

5. Return or Destruction. At the request of LP&L, INPOWERD shall return or destroy, at the LP&L's option, all written Confidential Information of LP&L, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, INPOWERD, and INPOWERD and its Agents shall not retain any copies of such written Confidential Information; provided, however, that Confidential Information may be retained by INPOWERD to the extent that retention of such Confidential Information is necessary to comply with INPOWERD's internal document retention policies or applicable document retention state, federal or local, statutes, rules, regulations and other laws

aimed at legal or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement. INPOWERD shall, upon written request of LP&L, cause one of its duly authorized officers to certify in writing to LP&L that the requirements of the preceding sentence have been satisfied in full. INPOWERD shall not be deemed to have retained or failed to destroy any Confidential Information if Confidential Information received in digital format is deleted from local hard drives so long as no attempt is made to recover such Confidential Information from servers or back-up sources, provided that any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement.

6. Integration; Applicable Law; Venue; Binding Effect; Severability

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all written or oral prior agreements, understandings and negotiations with respect to such matters. This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law principles. VENUE FOR ANY ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY IN THE COURTS OF COMPETANT JURISDICTION OF LUBBOCK COUNTY, TEXAS. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed to be severed from this Agreement, which otherwise shall remain in full force and effect.

7. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to INPOWERD. Nothing in this Agreement is intended to prevent LP&L from using its own Confidential Information which it furnished hereunder in connection with current or potential relationships with third parties for any purpose.

8. No Other Agreement. It is understood that this Agreement is not intended to, and does not, obligate either Party to enter into any further agreements or to proceed with any possible future relationship or transaction.

9. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

10. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to be, nor shall in any way constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

11. Term. This Agreement shall terminate two (2) years from the Effective Date of this Agreement, unless sooner terminated by agreement of the Parties. However, the non-disclosure obligations, the duty to return Confidential Information and remedies for breach of such non-disclosure obligations, shall survive termination or expiration of this Agreement.

12. Counterparts. This Agreement may be signed in multiple counterparts and may be delivered by facsimile or electronic means, each of which may be deemed an original, and all of which taken together shall constitute one and the same agreement.


13. Authorization and Binding Obligations. INPOWERD represents to LP&L that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of INPOWERD.

14. Publicity. INPOWERD shall not make any public disclosures regarding LP&L or the subject matter hereof, including, without limitation, any advertisements, publications or documents, without the prior written approval of LP&L.

15. No Warranties. INPOWERD acknowledges that the Confidential Information is provided on an "AS IS" and "WHERE IS" basis. THE LP&L EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO THE CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INPOWERD LLC

By: 

President & Founder

City of Lubbock, acting by and through  
Lubbock Power & Light

By: \_\_\_\_\_

Lubbock Power & Light