

**The Electric Utility Board of
Lubbock Power & Light Agenda
June 17, 2025
11:00am**

Gwen Stafford, Chair
Edwin "Butch" Davis, Vice Chair,
P.E.
Eddie Schulz, Secretary
Dr. Solomon Fields
Dan Wilson
Lewis Harvill, Jr., P.E.
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Rhea Hill
Mark McBrayer, Ex-Officio



Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

Lubbock Power & Light

www.lpandl.com

CITIZENS TOWER

1314 Ave K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

Citizens Tower

Conference Rooms 201A and 201B

1. Call to Order.
2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - i. 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.
3. The Electric Utility Board may make any comments related to board member activities, events, community engagement, or current or future agenda items.

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;
 - (iii) West Loop Discussion;

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal advice regarding issues herein listed on the agenda;
 - (ii) legal advice and counsel regarding contemplated litigation matters;
 - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-0064, proceeding in 99th District Court of Lubbock County, TX.

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 held on May 20, 2025.
9. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, 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 authorizing the Chief Administrative Officer, or his designee, to execute Financial Service Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Collectech Diversified, Inc., of Lubbock, Texas, Request for Proposal 7105-25-EUA, LP&L Third Party Financial Collection Services for a term of 1 year, with the option to renew for 4 additional one-year terms.
12. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Enterprise Security Solutions of Texas Inc., of Justin, Texas, The Interlocal Purchasing System (TIPS) Contract 24020301. This TIPS quote for \$328,254.23, will be for purchase and installation of a substation security system for Posey, Yellow House, and Dunbar substations.

Consent

13. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Bell Electrical Supply Co., Inc., of Woodside, New York, Invitation to Bid 7108-25-ELD, LP&L 500 KCM Copper Cable. This bid for \$372,000.00 with a 120-day delivery is for fifteen thousand feet of copper cable to replenish warehouse inventory.
14. Consider a resolution approving and recommending to the City Council to authorize the Chief Administrative Officer, or his designee, to execute Amendment, by and between the City of Lubbock, acting by and through Lubbock Power & Light, to Network Performance Monitoring Services - Annual Pricing under ITRON’s Master Sales Agreement to adjust certain NaaS rates from \$143,833.44 by \$25,021.57 to \$168,855.01.

**The Electric Utility Board of
Lubbock Power & Light Minutes
May 20, 2025
11:00am**

Gwen Stafford, Chair
Edwin "Butch" Davis, Vice Chair,
P.E.
Eddie Schulz, Secretary
Dr. Solomon Fields
Dan Wilson
Lewis Harvill, Jr., P.E.
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Rhea Hill
Mark McBrayer, Ex-Officio



Lubbock Power & Light

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Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

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**1314 Ave K
Lubbock, Texas 79401**

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Citizens Tower
Conference Rooms 201A and 201B**

EUB

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

City Staff

Jarrett Atkinson

City Council

Tim Collins

LP&L Staff

Amy Day
Keli Swan
Beatrice Duenez
Joel Ivy
Blair McGinnis
Clint Gardner
Matt Rose
Renee Treat
Felix Orta
Kody Morris
Michael Winegeart
Chris Sims
Harvey Hall
Tom Jennings
Daniel Garcia
Camille Powe
Luke Miller
Ashley Busch
Kacey Johnson
Cody Kirk

Marty Muniz

1. Call to Order.

Board Chair, Ms. Gwen Stafford, called the meeting to order at 11:03 a.m.

2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - i. 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.

3. The Electric Utility Board may make any comments related to topics discussed below or make comments on any future agenda items.

Chair Stafford took the opportunity to welcome past Board Members and introduce all Board Members in attendance.

Open Session

4. Approve the minutes from the Regular Electric Utility Board meeting held on April 15, 2025.

Chair Stafford asked for any corrections to the minutes. There being none, Chair Stafford asked for a motion to approve the minutes. Board member Mr. Eddie Schulz made the motion to approve the minutes, which was seconded by Board member Mr. Butch Davis and passed with a vote of 8-0

5. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.

Mr. Joel Ivy acknowledged Mr. Kody Morris and his teams had zero lost time incidents to date since the start of the fiscal year. Mr. Matt Rose gave the Board an update on the outcome of the 89th session of the Texas Legislature. Mr. Blair McGinnis informed the Board of the outcome of discussions with the City of Lubbock regarding the meter set process.

6. 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 Johnson gave a presentation on the March Financials.

7. Consider and award a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Professional Service Agreement (Agreement) by and between the City of Lubbock, acting by and through Lubbock Power & Light, for electric rate design, financial modeling, and accounting consulting studies with NewGen Strategies and Solutions, LLC (NewGen). This will be a two-year agreement with a not-to-exceed of \$150,000.00.

Mr. Harvey Hall presented this resolution to the Board for approval. Board member Dr. Solomon Fields made the motion to approve the resolution, which was seconded by Board member Mr. Eddie Schulz, and passed with a vote of 8-0.

8. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a First Amendment to Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, with CBS Field Services for an ArcFlash Study to increase the current not-to-exceed of \$400,000.00 by \$50,000.00 to \$450,000.00.

Mr. Luke Miller presented this resolution to the Board for approval. Board member Mr. Butch Davis made the motion to approve the resolution, which was seconded by Board member Dr. Gonzalo Ramirez, and passed with a vote of 8-0.

9. Recess for lunch and presentations. During the lunch break recess, the Electric Utility Board will recognize past Board Members who are present and possible discussions or presentations related to the ERCOT and retail market progress updates. Discussions may include but may

not be limited to updates on billing and transaction systems, planned and ongoing transmission and distribution work, status of generation, personnel, communications and regulatory matters. No official action will be taken during this recess.

The Board recessed for lunch at 11:32 a.m. At 11:55, Mr. Joel Ivy gave an informational presentation to the former Board members and the public regarding the state of LP&L.

Executive Session

The Board recessed into executive session at 12:28 p.m.

10. 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:
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 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-0064, proceeding in 99th District Court of Lubbock County, TX.
12. 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).
13. Adjourn.

After the conclusion of the Executive Session at 1:56 p.m., Chair Stafford reconvened the Open Session of the meeting at 1:59 p.m. There being no further business to come before the Board, the Chair adjourned the meeting at 1:59 p.m.

Prepared by:

Approved by:

Eddie Schulz, Secretary

Gwen Stafford, Chair

**Electric Utility Board Meeting
May 20th, 2025**



**Agenda Item #5
Debt & Legislative Presentation**



89th Legislature

Overview

- Texas Public Power Association (TPPA) is tracking 332 bills of interest. LP&L works closely with TPPA during the Regular, Special, and Interim Sessions
- Lubbock Power & Light (LP&L) does not have must-pass legislation this Session so we are taking a monitor role. First session since 2013 LP&L does not have legislation to pass.
- 89th Legislature was light on power issues this Session compared to the past two.
- Most of the bills of interest deal directly with the reliability and costs within the ERCOT market. Overall issues covered include: Generation/Market Design, Transmission/Resiliency/Utility Matters, Retail, Cybersecurity/Grid Protection, Renewable Energy/Demand Response/Energy Efficiency, Municipal Matters, Public Information/Ethics/Advocacy, Environment, Gas/Electric, Administrative Procedure/Government Efficiency
- Chair Thomas Gleeson and Commissioner Courtney Hjaltman received unanimous vote from the Senate Nominations Commission for full confirmation by the Senate. It is anticipated that the two empty positions will be filled with interim appointments after the conclusion of the Session.



89th Regular Session

Dates of Interest

Wednesday, May 21 – Deadline to distribute last House local and consent calendar

Friday, May 23 – Last day for House to consider local House bills on local and consent calendar

Monday, May 26 – Deadline for House to distribute Senate bills on local and consent calendar

Wednesday, May 28 – Last day for House to consider Senate local and consent bills on 2nd/3rd reading

Saturday, May 31 – Deadline to distribute all conference committee reports on joint resolutions and bills

Sunday, June 1 – Last day to adopt conference committee reports

Monday, June 2 – Last day of the 89th Regular Session (Sine Die)

Thursday, May 15 was the deadline for hearing all House bills on first reading. Hundreds of bills on calendar when the clock hit midnight. Those bills are dead unless the authors can find a germane bill to amend.



89th Regular Session

Bills Passed by Both Chambers

Seven tracked bills have passed both chambers.

- **HB 912** - Relating to the compensation of a distributed renewable generation owner in certain areas outside of ERCOT.
- **HB 3809** - Relating to the removal of battery energy storage facilities.
- **SB 14** - Relating to reforming the procedure by which state agencies adopt rules and impose regulatory requirements and the deference given to the interpretation of laws and rules by state agencies in certain judicial proceedings.
- **SB 1468** - Relating to the authority of the board of regents of the Texas A&M University System to construct, acquire, improve, extend, and equip utility systems located on university system property.
- **SB 1646** - Relating to criminal conduct involving the theft or unauthorized possession of copper or brass and to the sale of copper or brass material to metal recycling entities.
- **SB 1697** - Relating to a customer guide to home solar energy devices.
- **SB 1877** - Relating to the authority of the Office of Public Utility Counsel to access certain data.



89th Regular Session

Bills Passed by One Chamber

Sixty-nine tracked bills have passed one chamber

- **HB 12** - Relating to the review and audit of certain state agency operations.
- **HB 14** - Relating to funding mechanisms within the Office of the Governor and Texas Public Utility Commission to support the deployment of advanced nuclear reactors in this state..
- **HB 143** - Relating to the authority of the Railroad Commission of Texas and the Public Utility Commission of Texas to address a failure by an operator to maintain an electrical power line serving a well site or certain surface facilities.
- **HB 144** - Relating to plans for the management and inspection of distribution poles.
- **SB 75** - Relating to the resilience of the electric grid and certain municipalities.
- **SB 1535** - Relating to the establishment by the Texas Workforce Commission of an advanced nuclear energy workforce development program
- **SB 1877** - Relating to the authority of the Office of Public Utility Counsel to access certain data.
- **HB 23** - Relating to the authority of certain persons to obtain third-party review of plats and property development plans, permits, and similar documents, and the inspection of an improvement related to such a document.



89th Regular Session

Priority Bills

- **SB 6** - Relating to electricity planning and infrastructure costs for large loads. Lt. Governor priority issue. Passed the Senate and was voted out of committee on 5/19.
- **HB 111** - Relating to the public information law. Passed the House and just arrived in the Senate.
- **HB 4972** - Relating to the authority of a municipality to transfer revenue of a municipal utility to the general fund of the municipality. Dead.
- **SB 19** - Relating to the use by a political subdivision of public funds for lobbying and certain other activities. Passed the Senate and received by the House on 3/25.



89th Regular Session

Questions?





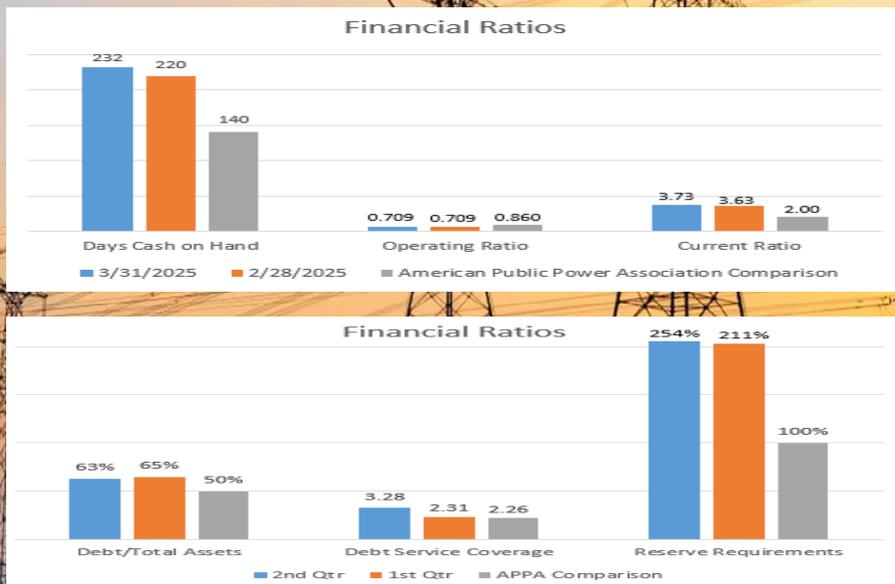
Agenda Item #6 March Financial Presentation

Balance Sheet and Cash Flows – March (Page 30-31 and Page 33)

	March 2025	February 2025	Variance
ASSETS			
Current assets:			
Pooled cash and cash equivalents	\$ 117,829,291	\$ 111,914,108	\$ 5,915,183
Receivables-CCS	2,370,709	2,459,064	(88,355)
Receivables-MTM	21,955,292	23,761,084	(1,805,792)
Other Current Assets	3,686,320	3,566,643	119,677
Total current assets	145,841,612	141,700,898	4,140,715
Noncurrent assets:			
Restricted investments	46,158,802	48,229,388	(2,070,586)
Prepaid expenses	611,108	622,219	(11,111)
	46,769,910	48,851,607	(2,081,697)
Total capital assets	647,062,400	647,944,345	(881,945)
Total noncurrent assets	693,832,310	696,795,953	(2,963,643)
Total Assets	\$ 839,673,922	\$ 838,496,851	\$ 1,177,072
LIABILITIES			
Accounts payable	\$ 6,189,874	\$ 7,922,369	(1,732,495)
Other Current Liabilities	15,415,225	13,706,244	1,708,981
Bonds payable	17,455,000	17,455,000	-
Total current liabilities	39,060,098	39,083,614	(23,516)
Total noncurrent liabilities	555,367,219	555,367,219	-
Total Liabilities	\$ 594,427,318	\$ 594,450,832	\$ (23,514)
Total Net Position	\$ 249,928,264	\$ 248,727,678	\$ 1,200,586

	March 2025	March 2025 FYTD
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 15,694,178	\$ 90,307,064
Payments to suppliers	(7,218,601)	(73,683,967)
Payments to employees	(2,365,229)	(14,356,914)
Other receipts (payments)	(1,393,698)	(2,362,264)
Net cash provided (used) by operating activities	4,716,650	(96,082)
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES		
Net cash provided (used) by noncapital and related financing activities	(172,867)	(1,037,204)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Net cash provided (used) for capital and related financing activities	(1,272,522)	(19,090,788)
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash provided (used) by investing activities	2,643,922	5,963,861
Net increase (decrease) in cash and cash equivalents	5,915,183	(14,260,213)
Cash and cash equivalents - beginning of period	111,914,108	132,089,504
Cash and cash equivalents - end of period	117,829,291	117,829,291

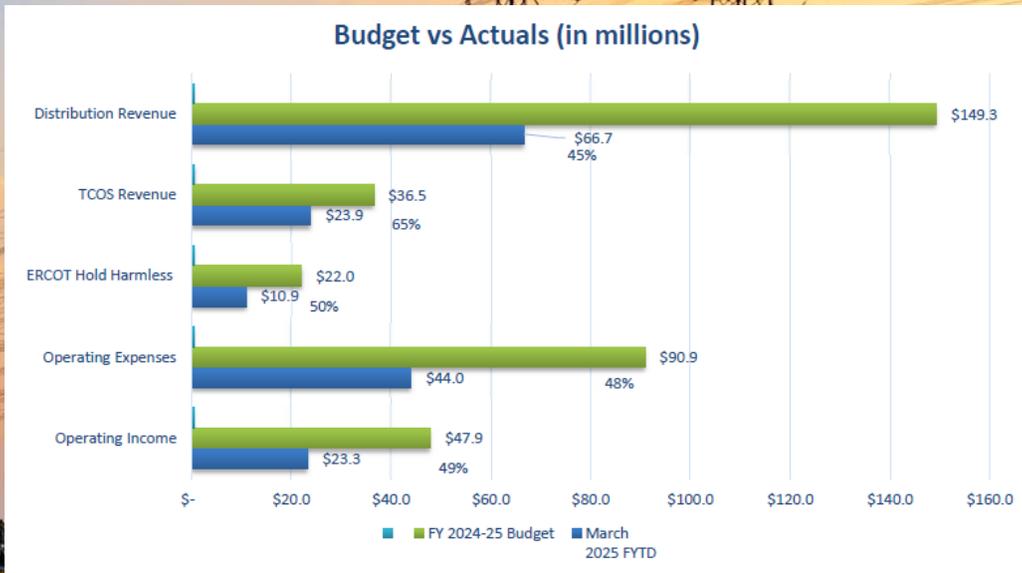
Financial Ratios– March (Page 22)



Income Statement– March (Page 32)

	March 2025	March 2025 Budget	March 2025 FYTD	FY 2024-25 Budget
<u>OPERATING REVENUES</u>				
Distribution Revenue	\$ 11,544,431	\$ 12,439,843	\$ 66,668,397	\$ 149,278,118
TCOS Revenue	3,979,074	3,038,932	23,882,593	36,467,179
ERCOT Hold Harmless	(1,820,444)	(1,833,333)	(10,927,125)	(22,000,000)
Provision for bad debts	96,969	-	551,756	-
Total Operating Revenues	13,800,030	13,645,441	80,175,620	163,745,297
<u>OPERATING EXPENSES</u>				
Operating Expenses	7,673,909	7,572,112	44,009,675	90,865,340
Depreciation and amortization	2,137,467	2,085,103	12,865,146	25,021,241
Total Operating Expenses	9,811,376	9,657,215	56,874,821	115,886,581
Operating income	3,988,654	3,988,226	23,300,799	47,858,716

Budget to Actuals – March (Page 42)



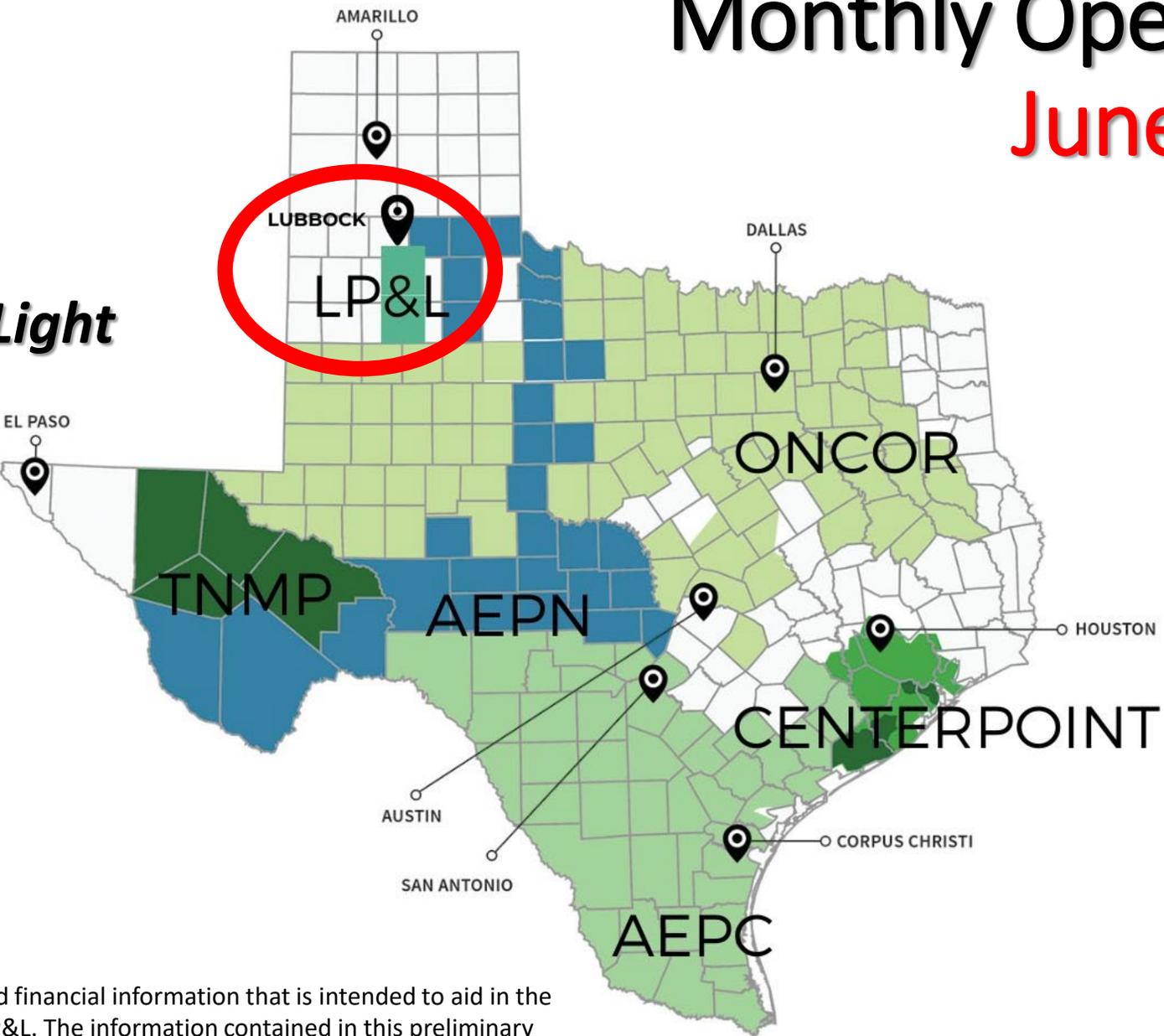
Questions?

Monthly Operational Report

June 2025



**Lubbock
Power & Light**



This report contains unaudited financial information that is intended to aid in the day-to-day management of LP&L. The information contained in this preliminary report could change materially during the course of the annual financial report.

LP&L's Monthly Operational Report Table of Contents

LP&L's Three Pillars of Success

Safety Performance

Financial Performance Summary

Customer and Sales Summary

Operations and Maintenance Summary

Transmission & Distribution Performance

Customer Service Performance

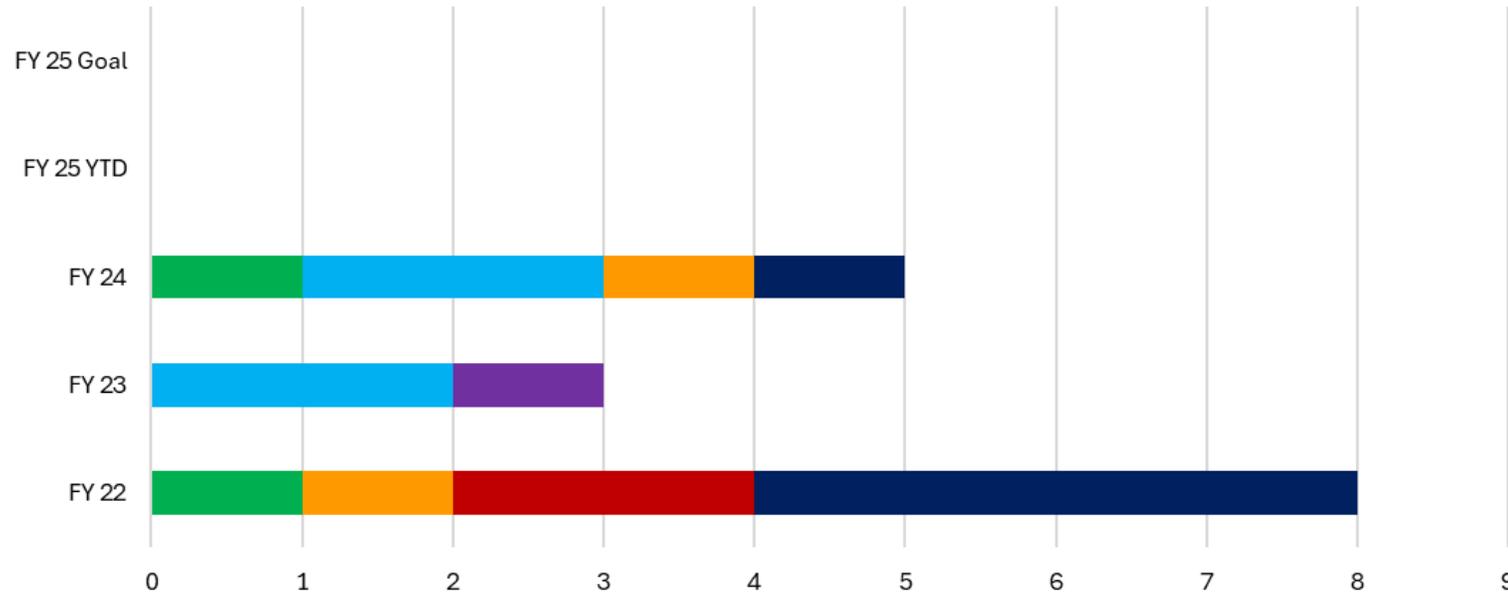
Public Affairs Summary

LP&L's Three Pillars of Success Strategic Plan- Summary

Customer Value	• Rates	●
	• Customer Engagement	●
Financial Resiliency	• Days Cash	●
	• Operating Ratio	●
System Modernization	• SAIDI/SAIFI/CAIDI	●
	• Technology Improvements	●
	• Grid Modernization	●

LP&L's Operational Performance - Safety

Lost Time Incidents



Culture of Zero

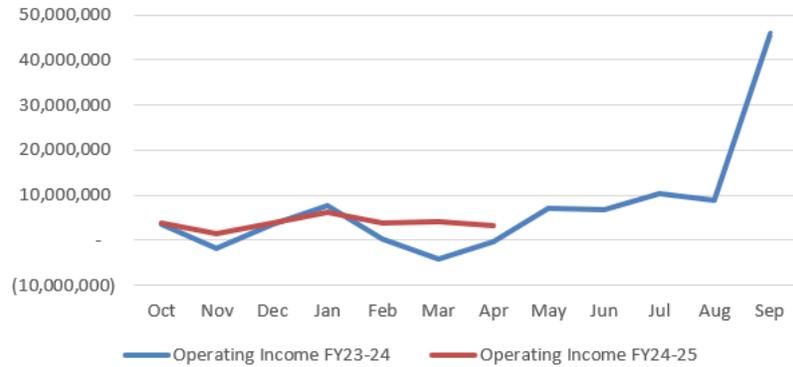
LP&L has adopted a mindset whereby every Accident/incident is preventable.

Our goal for safety centers on 0 (zero) lost time incidents. While this goal seems lofty, we must stay focused on providing a safe and healthy workplace for our employees.

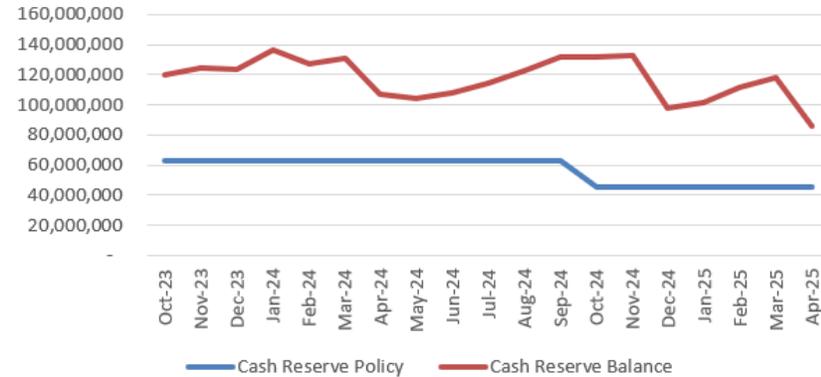
	FY 22	FY 23	FY 24	FY 25 YTD	FY 25 Goal
Production	1	0	1	0	0
Overhead	0	2	2	0	0
Under Ground	1	0	1	0	0
St. Lights	2	0	0	0	0
Service Dept.	0	1	0	0	0
Customer Care / Admin	4	0	1	0	0

LP&L's Financial Performance Summary

Monthly Operating Income



Cash Reserve Balance



Monthly Operating Cashflow



Headlines:

- Monthly Operating Income
 - April 25-Operating income shows an increase compared to last FY due to higher TCOS revenues and decreased expenses. Operating income remains stable month to month
- Cash Reserve Balance
 - Decrease in cash reserve balance is result of \$35m payment on principal and interest payments on revenue bonds
- Monthly Operating Cash Flow
 - Operating cash flow stays consistent with previous month with a \$4m positive cash flow

LP&L's Financial Performance Summary: Income Statement

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Income Statement	April 2025	April 2024	Variance
Operating Revenues	\$ 92,388,875	\$ 139,345,314	\$ (46,956,439)
Operating Expenses			
Personal Services	\$ 16,489,430	\$ 15,160,931	\$ 1,328,499
Supplies/Maintenance/Other	10,757,626	12,029,314	(1,271,688)
Purchase of Power and Transmission	23,822,327	90,206,577	(66,384,250)
Depreciation and Amortization	14,820,171	13,554,913	1,265,259
Total Operating Expenses	\$ 65,889,554	\$ 130,951,735	\$ (65,062,180)
Operating Income	26,499,321	8,393,580	18,105,741
Non-Operating Revenues (Expenses)	\$ (20,242,849)	\$ (15,111,637)	\$ (5,131,212)
Transfers	(1,210,072)	(1,278,233)	68,161
Change in Net Position	\$ 5,046,400	\$ (7,996,290)	\$ 13,042,690

- **Decrease in revenues and expenses from 24 to 25 is a result of PCRf and Purchased Power no longer being a function of the business.**
- **Operating Income (YTD) shows increase of \$18.1m from last year**
- **Increase in Non-Operating Expenses as result of \$9.6m disposition of generation assets**

LP&L's Financial Performance Summary: Assets

Current Assets	April 2025	September 2024	Variance
Cash & Investments	\$ 86,111,981	\$ 132,089,504	\$ (45,977,524)
Accounts Receivable	23,554,341	34,457,443	(10,903,103)
Other	3,871,657	4,404,398	(532,741)
Noncurrent Assets			
Restricted Investment	46,100,108	47,831,702	(1,731,594)
Goodwill/Prepaid	599,997	677,775	(77,778)
Capital Assets, net	636,996,716	652,486,464	(15,489,747)
Total Assets	\$ 797,234,799	\$ 871,947,286	\$ (74,712,487)
Deferred Outflows of Resources			
	\$ 14,532,820	\$ 14,620,924	\$ (88,103)
	\$ 811,767,620	\$ 886,568,210	\$ (74,800,591)

- **Decrease in assets is mainly due to the \$35m interest and principal payment on revenue bonds as well as generation assets being retired for a net of \$9.6m**

LP&L's Financial Performance Summary: Liabilities & Net Position 24 of 113

Current Liabilities	April 2025	September 2024	Variance
Accounts Payable/Due To	\$ 6,187,419	\$ 48,699,705	\$ (42,512,286)
Accrued Liabilities	6,897,447	16,869,823	(9,972,376)
Bonds Payable	(65,000)	20,130,000	(20,195,000)
Noncurrent Liabilities			-
OPEB/NPO/Comp. Absences	39,988,467	39,988,467	-
Bonds Payable	507,740,813	514,908,141	(7,167,327)
Total Liabilities	\$ 560,749,146	\$ 640,596,135	\$ (79,846,990)
Deferred Inflows of Resources	\$ 9,851,161	\$ 9,851,161	\$ -
Net Position	\$ 240,639,374	\$ 235,592,974	\$ 5,046,400

- **Decrease in Liabilities is largely due to the \$41m settlement payment being paid and removed from Account Payable as well as a decrease in bonds payable from the April payment on revenue bonds**

LP&L's Financial Performance Summary: Cash Flow Statement

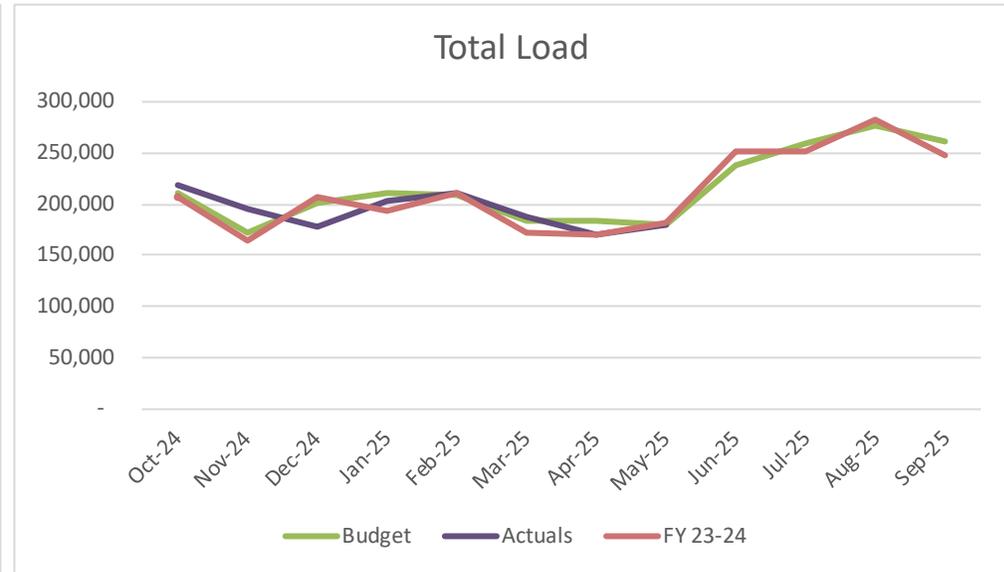
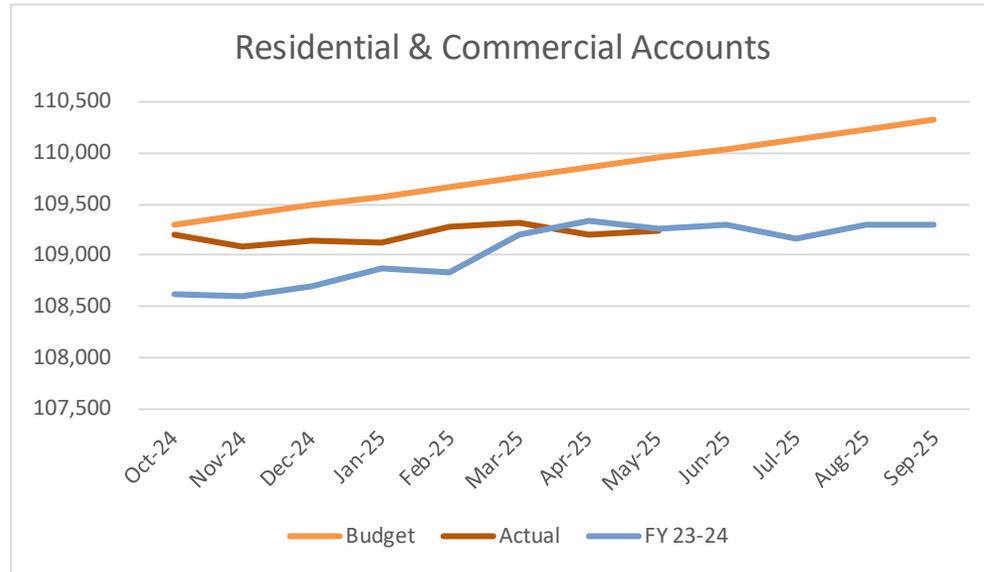
Cash Flow Statement	April 2025	Fiscal YTD
Cash Flow From Operating		
Receipts from customers	\$ 12,984,915	\$ 103,291,978
Payments to suppliers	(5,006,548)	(78,690,514)
Payments to employees	(2,132,516)	(16,489,430)
Other receipts (payments)	(1,299,921)	(3,662,185)
Net Cash by operating activities	\$ 4,545,930	\$ 4,449,848
Cash Flow From Financing		
Net Cash by Financing	\$ (36,750,041)	\$ (56,878,031)
Cash Flow From Investing		
Net Cash by Investing	\$ 486,799	\$ 6,450,659
Cash Flow – Beginning of Period	\$ (31,717,310)	\$ (45,977,523)
Cash Flow – End of Period	\$ 117,829,291	\$ 132,089,504
Net Position	\$ 86,111,981	\$ 86,111,981

- Operating cash flows are averaging about \$4m a month through regular business activities
- Negative cash flow in Financing Cash Flows for the month is a result of the \$35m revenue bond payment

LP&L's Financial Performance Summary: Financial Metrics

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	0.860	0.713		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	2.00	8.68		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. A higher number is better.
Days Cash	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
April	140	170		Number of days operating expenses can be covered by current cash on hand. A higher number is better.
Debt/Total Asset (%)	Goal	Actual	Status	Debt/Total Assets = Total Debt / Total Assets
2nd Quarter	55%	63%		% of Debt to Total Assets. A lower number is better.
Debt Service Coverage Ratio	Goal	Actual	Status	Debt Service Coverage = Operating Income + Interest Income / Total Debt Service
2nd Quarter	2.00	2.75		Amount of free cash available for every \$1 of Debt Service payment.
Reserve to Reserve Requirement %	Goal	Actual	Status	Reserve on hand as a Percentage of Reserve Requirement
2nd Quarter	100%	254%		This metric shows our current status on meeting reserve requirements for FY 2023-24

LP&L's Customers and Load Summary

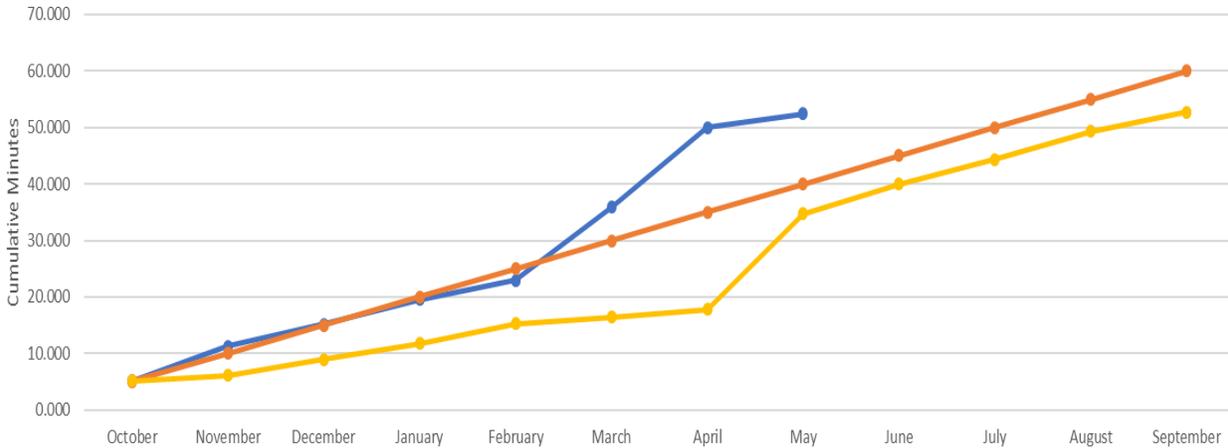


	May				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
Residential	64,517	68,529	(4,012)	-5.9%	583,854	588,470	(4,616)	-0.8%
Commercial & Industrial	116,273	111,292	4,981	4.5%	958,262	966,629	(8,367)	-0.9%
Total	180,790	179,821	969	0.5%	1,542,116	1,555,099	(12,983)	-0.8%
Average Usage (kwh)								
Residential	682	720	(38)	-5.3%	6,180	6,186	(6)	-0.1%
Commercial & Industrial	7,907	7,513	394	5.2%	65,092	65,252	(161)	-0.2%
Total	8,589	8,233	356	4.3%	71,271	71,438	(167)	-0.2%

LP&L's T&D Performance: Reliability

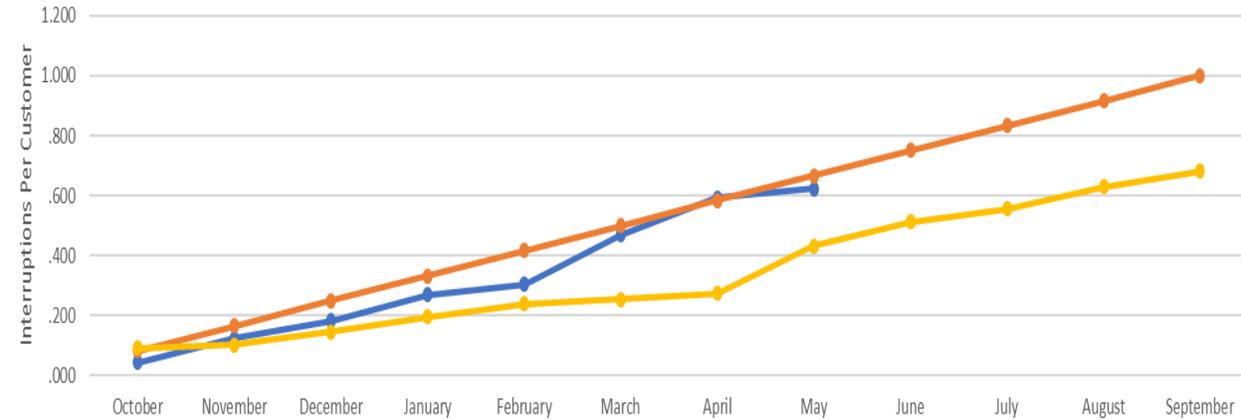
System Average Interruption Duration Index (SAIDI)

FY25 Actual GOAL 3YR Avg FY24 Actual



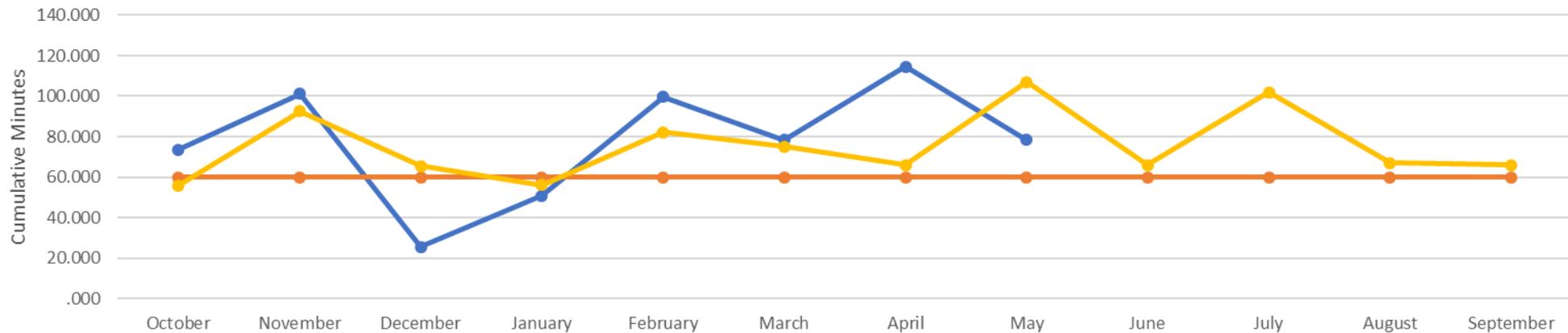
System Average Interruption Frequency Index (SAIFI)

FY 25 Actual GOAL 3YR Avg FY24 Actual



Customer Average Interruption Duration Index (CAIDI)

FY25 Actual GOAL 3YR Avg FY 24 Actual



LP&L's T&D Performance: Capital Work - April

	Total Expenditures & Commitments				
	Budget	Expenses	Commitments	Available	% Available
Substation Projects	\$ 19,840,000	\$ 5,346,436	\$ 3,853,988	\$ 10,639,575	54%
Transmission Projects	330,000	213,615	48,000	68,385	21%
Distribution Projects	11,077,273	5,191,372	841,204	5,044,698	46%
Annual Projects	69,626,016	53,137,748	5,425,331	11,062,938	16%
Dispatch/GIS/SCADA	7,867,862	4,313,310	506,195	3,048,357	39%
Other	36,938,903	28,873,490	2,464,940	5,600,474	15%
Grand Total	\$ 145,680,054	\$ 97,075,971	\$ 13,139,658	\$ 35,464,426	24%

LP&L's Customer Service Performance: Market Operations

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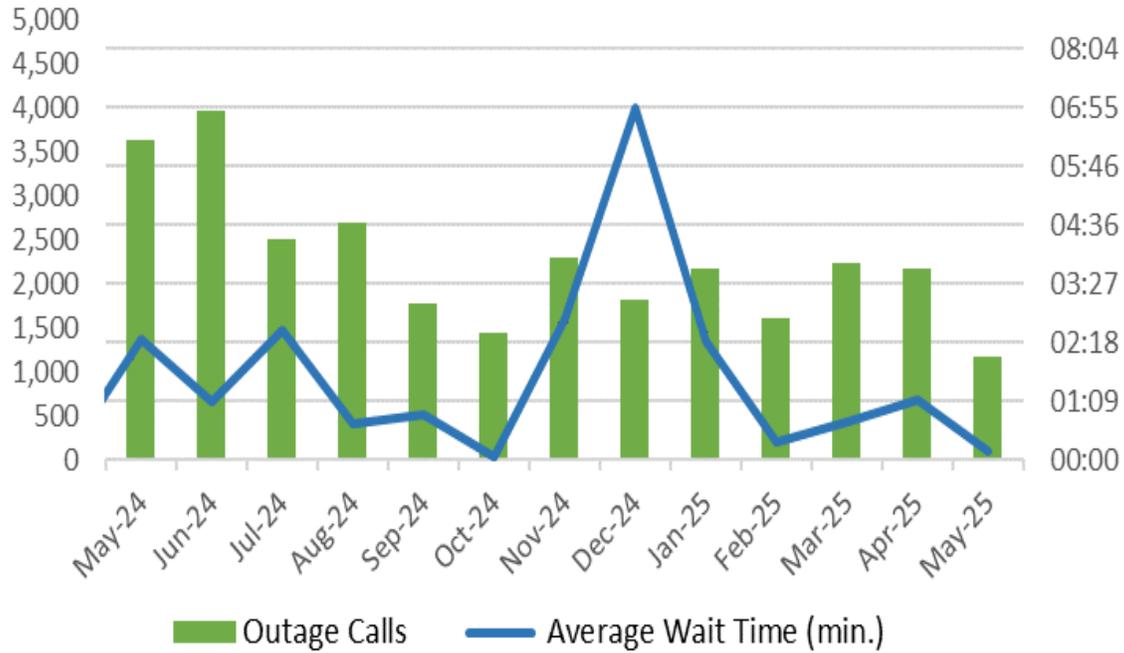
- Reporting Date: 5-31-2025
- Installed Meters: 111,325
- One Day Read Rate: 99.76
- Three Day read Rate: 99.83

Culture of Zero

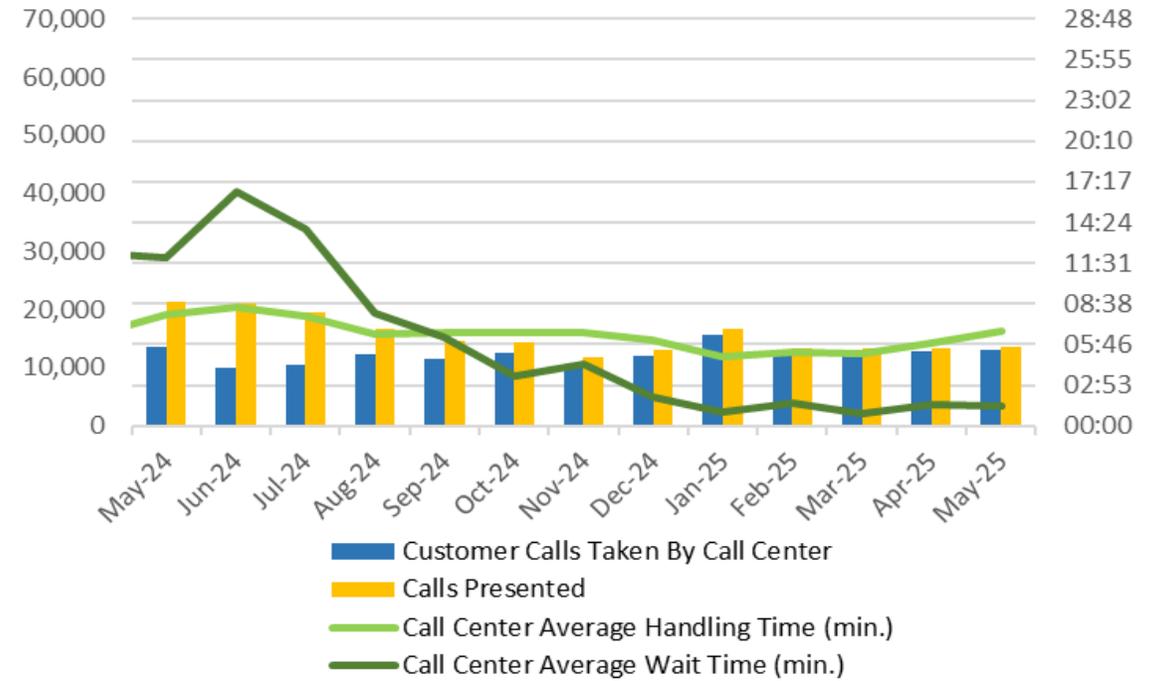
LP&L has adopted a mindset whereby Retail Electric Providers can count on us to deliver high value and accurate information. We will center our performance around attaining 0 (zero) REP complaints by systematically eliminating the leading indicators.

LP&L's Customer Service Performance: Call Activity

Outage Calls Activity



Call Center Activity



Public Affairs Update

State Legislature

- 89th Legislature adjourned Sine Die on Monday, June 2. Thomas Gleeson and Courtney Hjaltman were confirmed by the Senate. Additional PUC appointments will come during interim session. The 89th Session was light on electric bills but SB 6 addressing large load connections was passed.

Regulatory

- Closely watching relevant TCOS filings, rulings, and court decisions.

Communication Updates

- Shared summer energy-savings tips and PSAs on loose mylar balloons in power lines
- Posted about CFO Harvey Hall's panel discussion at the Texas Public Finance Conference
- Completed Plugged In stories: Daniel Garcia's new position, the T&D team's commitment to safety, and LP&L's support of the South Plains Food Bank

Opportunities

- Future communications on rates, debt reduction, and infrastructure updates.
- New mascot design for use at internally and externally at community events
- Hired a new employee in Public Affairs who will start first of June.



July 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Financial Review Committee Meeting	2	3	4 <i>CITY HOLIDAY</i>	5
6	7	8 City Council Meeting	9	10	11	12
13	14	15 EUB Meeting TPPA Annual Conference San Antonio, Texas	16	17	18	19
20	21	22 City Council Meeting	23	24	25	26
27	28	29	30	31		

August 2025

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

**Lubbock Power and Light
Monthly Management Report
Statements of Net Position
April 30, 2025**

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	April 2025	September 2024	Variance
<u>ASSETS</u>			
Current assets:			
Pooled cash and cash equivalents	86,111,981	132,089,504	(45,977,524)
Receivables, net	23,554,341	34,457,443	(10,903,103)
Interest receivable	-	755,632	(755,632)
Prepaid expenses	25,000	25,000	-
Inventories	3,846,657	3,623,766	222,891
Total current assets	<u>113,537,978</u>	<u>170,951,345</u>	<u>(57,413,367)</u>
Noncurrent assets:			
Restricted investments	46,100,108	47,831,702	(1,731,594)
Prepaid expenses	599,997	677,775	(77,778)
	<u>46,700,105</u>	<u>48,509,477</u>	<u>(1,809,372)</u>
Capital assets:			
Construction in progress	14,905,385	5,927,793	8,977,592
Right of Use Asset-Leases	538,924	538,924	-
Right of Use Asset-SBITA	2,085,137	2,085,137	-
Production Plant	51,897,767	89,207,523	(37,309,756)
Transmission Plant	343,187,646	343,187,646	-
Distribution Plant	462,145,007	462,133,276	11,731
Regional Trans Market Oper Plant	2,767,780	2,767,780	-
General Plant	79,265,699	81,182,092	(1,916,393)
Less accumulated depreciation	(319,796,628)	(334,543,707)	14,747,079
Total capital assets	<u>636,996,716</u>	<u>652,486,464</u>	<u>(15,489,747)</u>
Total noncurrent assets	<u>683,696,821</u>	<u>700,995,941</u>	<u>(17,299,120)</u>
Total Assets	<u>\$ 797,234,799</u>	<u>\$ 871,947,286</u>	<u>\$ (74,712,486)</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Deferred charge on refunding	\$ 2,699	\$ 90,803	\$ (88,103)
Deferred outflows from pensions	12,019,482	12,019,482	-
Deferred outflows from OPEB	2,510,639	2,510,639	-
Total Deferred Outflows of Resources	<u>\$ 14,532,820</u>	<u>\$ 14,620,924</u>	<u>\$ (88,103)</u>

**Lubbock Power and Light
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	April 2025	September 2024	Variance
<u>LIABILITIES</u>			
Current liabilities:			
Accounts payable	\$ 6,187,419	\$ 48,699,705	(42,512,286)
Accrued liabilities	2,482,917	3,517,826	(1,034,909)
Accrued interest payable	995,926	9,592,917	(8,596,991)
Unapplied cash	1,041,160	1,381,636	(340,476)
Compensated absences	2,377,444	2,377,444	-
Bonds payable	-	20,130,000	(20,130,000)
Total current liabilities	<u>13,084,866</u>	<u>85,699,528</u>	<u>(72,614,662)</u>
Noncurrent liabilities:			
Compensated absences	2,717,987	2,717,987	-
Post employment benefits	15,713,909	15,713,909	-
Net pension obligation	21,556,571	21,556,571	-
Leases Payable	527,939	527,939	-
Bonds payable	507,675,813	514,908,141	(7,232,327)
Total noncurrent liabilities	<u>548,192,219</u>	<u>555,424,546</u>	<u>(7,232,327)</u>
 Total Liabilities	 <u>\$ 561,277,085</u>	 <u>\$ 641,124,074</u>	 <u>\$ (79,846,989)</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>			
TMRS actual vs assumption	2,702,025	2,702,025	-
OPEB actual vs assumption	7,149,136	7,149,136	-
Total Deferred Inflows of Resources	<u>\$ 9,851,161</u>	<u>\$ 9,851,161</u>	<u>\$ -</u>
<u>NET POSITION</u>			
Net investment in capital assets	\$ 147,369,034	\$ 136,180,199	\$ 11,188,835
Restricted for:			
Debt Service	27,526,738	28,579,425	(1,052,687)
Unrestricted	65,743,603	70,833,350	(5,089,747)
Total Net Position	<u>\$ 240,639,374</u>	<u>\$ 235,592,974</u>	<u>\$ 5,046,400</u>

Lubbock Power and Light
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Statements of Net Position
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	April 2025	April 2024	April 2025 FYTD	April 2024 FYTD
<u>OPERATING REVENUES</u>				
Distribution Revenue	\$ 9,967,583	\$ 7,001,603	\$ 76,635,980	\$ 142,367,317
(Over)/under collection	-	(1,134,984)	-	(15,449,991)
TCOS Revenue	3,979,074	3,662,970	27,861,666	25,640,787
ERCOT Hold Harmless	(1,820,444)	(1,822,883)	(12,747,569)	(12,760,250)
Provision for bad debts	87,042	(181,802)	638,798	(452,548)
Total Operating Revenues	<u>12,213,255</u>	<u>7,524,905</u>	<u>92,388,875</u>	<u>139,345,314</u>
<u>OPERATING EXPENSES</u>				
Personal services	2,132,516	2,013,449	16,489,430	15,160,931
Supplies	117,036	124,770	947,596	1,010,564
Maintenance	294,268	291,784	2,397,945	2,059,899
Purchase of power and transmission	3,549,159	2,805,005	23,822,327	90,206,577
Other services and charges	966,728	832,639	7,412,085	8,958,851
Depreciation and amortization	1,955,026	1,901,827	14,820,171	13,554,913
Total Operating Expenses	<u>9,014,733</u>	<u>7,969,474</u>	<u>65,889,554</u>	<u>130,951,735</u>
Operating income	<u>3,198,522</u>	<u>(444,569)</u>	<u>26,499,321</u>	<u>8,393,580</u>
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Interest income	428,105	638,319	3,963,433	4,915,686
Disposition of assets	(9,674,499)	-	(8,144,142)	52,418
Miscellaneous	(1,299,921)	(663,220)	(3,662,185)	(7,170,099)
Interest expense on bonds	(1,768,228)	(2,498,906)	(12,399,954)	(12,909,642)
Total Non-Operating Revenues (Expenses)	<u>(12,314,543)</u>	<u>(2,523,808)</u>	<u>(20,242,849)</u>	<u>(15,111,637)</u>
Income(Expenses) before contributions and transfers	<u>(9,116,021)</u>	<u>(2,968,377)</u>	<u>6,256,472</u>	<u>(6,718,057)</u>
Capital contributions	-	-	-	-
Transfers (In)	90,411	71,233	632,877	498,629
Transfers (Out)	(263,278)	(253,837)	(1,842,949)	(1,776,862)
Transfers, net	<u>(172,867)</u>	<u>(182,605)</u>	<u>(1,210,072)</u>	<u>(1,278,233)</u>
Change in Net Position	<u>\$ (9,288,889)</u>	<u>\$ (3,150,982)</u>	<u>\$ 5,046,400</u>	<u>\$ (7,996,290)</u>
Net Position - beginning			\$ 235,592,974	\$ 213,870,034
Net position, ending			<u>\$ 240,639,374</u>	<u>\$ 205,873,744</u>

**Lubbock Power and Light
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Statements of Net Position
April 30, 2025**

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	April 2025	April 2025 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 12,984,915	\$ 103,291,978
Payments to suppliers	(5,006,548)	(78,690,514)
Payments to employees	(2,132,516)	(16,489,430)
Other receipts (payments)	(1,299,921)	(3,662,185)
Net cash provided (used) by operating activities	4,545,930	4,449,848
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	90,411	632,877
Transfers out to other funds	(263,278)	(1,842,949)
Net cash provided (used) by noncapital and related financing activities	(172,867)	(1,210,072)
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	35,668,203	30,236,825
Sale of capital assets	(37,220,936)	(37,633,615)
Principal paid on bonds	(24,630,000)	(30,821,897)
Issuance of bonds	-	3,547,672
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(10,394,441)	(20,996,945)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	(36,577,173)	(55,667,959)
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Proceeds from sales and maturities of investments	-	-
Sale (Purchase) of investments	58,694	1,731,594
Interest earnings on cash and investments	428,105	4,719,065
Net cash provided (used) by investing activities	486,799	6,450,659
Net increase (decrease) in cash and cash equivalents	(31,717,310)	(45,977,523)
Cash and cash equivalents - beginning of period	117,829,291	132,089,504
Cash and cash equivalents - end of period	86,111,981	86,111,981
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	3,198,522	26,499,321
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,955,026	14,820,172
Other income (expense)	(1,299,921)	(3,662,185)
Change in current assets and liabilities:		
Accounts receivable	771,659	10,903,103
Deferred Expenses - PPRF	-	0.30
Inventory	(185,337)	(222,891)
Prepaid expenses	-	-
Due from other governments	-	-
Accounts payable	(2,455)	(42,512,286)
Accrued liabilities	(7,934)	(1,034,909)
Customer deposits	116,369	(340,476)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	4,545,930	4,449,849

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
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	<u>FYTD Apr 2025</u>	<u>Annual Budget</u>	<u>Variance</u>	<u>% of Budget Realized</u>
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 3,460,007	\$ 1,073,215	\$ 2,386,792	322.40%
Rentals and recoveries	38,655	168,358	(129,703)	22.96%
Sale of equipment/recycle scrap	1,649,775	168,609	1,481,166	978.46%
Metered Revenues				
Uncollectable Metered Revenues	638,798	-	638,798	0.00%
Base Rates	(46)	-	(46)	0.00%
Distribution System Revenue	65,750,828	131,924,036	(66,173,208)	49.84%
Franchise Fee Equivalent	6,765,337	15,177,425	(8,412,088)	44.58%
Transmission Cost of Service (TCOS)	27,861,666	36,467,179	(8,605,513)	76.40%
ERCOT Hold Harmless Payment	(12,747,569)	(22,000,000)	9,252,431	57.94%
Fees and charges	1,435,781	650,880	784,901	220.59%
Outside work orders	2,632,424	1,478,537	1,153,887	178.04%
Tampering fees	2,998	47,240	(44,242)	6.35%
Miscellaneous	9,381,548	-	9,381,548	0.00%
Transfer from Other Funds	632,877	1,084,931	(452,054)	58.33%
TOTAL FUNDING SOURCES	\$ 107,503,389	\$ 166,240,410	\$ (58,737,021)	64.67%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 2,004,324	\$ 3,568,659	\$ (1,564,335)	56.16%
7112 - Regulatory Compliance	605,829	873,272	(267,443)	69.37%
7113 - Legal	441,307	1,372,280	(930,973)	32.16%
7211 - Conservation & Education	181,912	755,460	(573,548)	24.08%
Purchased Power				
7315 - Purchased Power	23,822,327	41,375,971	(17,553,644)	57.58%
Production				
7311 - Operations	1,210,356	1,476,418	(266,062)	81.98%
Distribution				
7411 - Supervision & Engineering	688,083	1,142,071	(453,988)	60.25%
7412 - Underground Lines	2,439,526	3,712,501	(1,272,975)	65.71%
7413 - Overhead Lines	3,648,517	5,299,847	(1,651,330)	68.84%
7414 - Load Dispatching	1,172,868	2,336,775	(1,163,907)	50.19%
7415 - Customer Service	2,796,516	4,953,640	(2,157,124)	56.45%
7416 - GIS	527,046	1,083,828	(556,782)	48.63%
7417 - Substations	1,248,117	2,618,536	(1,370,419)	47.66%
7418 - Engineering & Construction Mgmt	-	-	-	0.00%
7419 - Meter Shop	639,902	1,025,963	(386,061)	62.37%
7421 - Street Lights	1,293,783	2,396,342	(1,102,559)	53.99%
Transmission				
7611 - Supervision & Engineering	879,546	1,489,306	(609,760)	59.06%
7613 - Overhead Lines	615,328	1,510,131	(894,803)	40.75%
7614 - Load Dispatching	872,592	2,053,511	(1,180,919)	42.49%
7617 - Substations	642,819	1,782,777	(1,139,958)	36.06%
Customer Service				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	298,413	537,297	(238,884)	55.54%
7512 - Customer Information Systems	3,398,678	6,651,363	(3,252,685)	51.10%
7513 - Market Operations Group	826,275	1,816,310	(990,035)	45.49%
7514 - Customer Service	1,911,277	4,578,241	(2,666,964)	41.75%
7515 - Collections	1,479,881	2,054,605	(574,724)	72.03%
Reimbursement - City utilities & credit cards	(3,266,528)	(5,599,764)	2,333,236	58.33%
TOTAL COST CENTER EXPENSES	\$ 50,378,691	\$ 90,865,340	\$ (40,486,649)	55.44%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 10,035,583	\$ 48,470,738	\$ (38,435,155)	20.70%
Transfers:				
Indirect cost allocation	1,177,078	6,592,848	(5,415,770)	17.85%
Payment in lieu of property tax	2,181,255	3,795,469	(1,614,214)	57.47%
Payment in lieu of franchise fee	6,765,359	13,077,425	(6,312,066)	51.73%
Cash funded electric capital	12,451,250	21,345,000	(8,893,750)	58.33%
Transfer to Debt Service for General Fund	665,871	1,141,493	(475,622)	58.33%
Miscellaneous Expense	64,288	113,000	(48,712)	56.89%
TOTAL FUND LEVEL EXPENSES	\$ 34,136,472	\$ 94,535,973	\$ (60,399,501)	36.11%
TOTAL BUDGET	\$ 84,515,164	\$ 185,401,313	\$ (100,886,149)	45.58%
Budget surplus/(deficit)	\$ 22,988,225	\$ (19,160,903)	\$ 42,149,128	

LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
ADMINISTRATION												
ADMINISTRATION												
COMPENSATION	\$ 120,344	\$ 247,791	\$ 157,288	\$ 153,183	\$ 153,921	\$ 161,049	\$ 163,221	\$ 1,156,798	\$ 2,044,265	\$ 887,467	56.59	43.41
BENEFITS	41,839	89,424	58,060	59,829	60,008	62,379	63,447	434,986	788,380	353,394	55.17	44.83
SUPPLIES	2,872	3,975	3,836	5,199	3,053	3,734	4,816	27,484	31,854	4,370	86.28	13.72
MAINTENANCE	22,526	1,159	5,170	1,619	515	1,208	825	33,022	32,892	(130)	100.40	(0.40)
PROF. SERVICES/TRAINING	28,417	36,078	53,294	27,064	16,945	37,568	18,872	218,239	454,251	236,012	48.04	51.96
OTHER CHARGES	887	1,637	4,607	1,182	1,458	1,623	1,123	12,517	16,500	3,983	75.86	24.14
SCHEDULED CHARGES	17,505	15,809	17,592	19,440	16,655	18,410	15,868	121,277	200,517	79,240	60.48	39.52
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 234,390	\$ 395,873	\$ 299,847	\$ 267,516	\$ 252,555	\$ 285,971	\$ 268,172	\$ 2,004,324	\$ 3,568,659	\$ 1,564,335	56.16	43.84
REGULATORY COMPLIANCE												
COMPENSATION	\$ 17,331	\$ 40,729	\$ 24,747	\$ 24,648	\$ 24,900	\$ 24,976	\$ 25,145	\$ 182,475	\$ 275,335	\$ 92,860	66.27	33.73
BENEFITS	6,971	16,110	10,106	10,120	10,231	10,232	10,289	74,059	112,221	38,162	65.99	34.01
SUPPLIES	735	655	357	412	447	684	455	3,746	7,154	3,408	52.36	47.64
MAINTENANCE	5,190	56	56	192	321	102	176	6,095	2,177	(3,918)	279.96	(179.96)
PROF. SERVICES/TRAINING	15,072	30,669	10,709	75,861	59,966	9,408	99,255	300,940	410,301	109,361	73.35	26.65
OTHER CHARGES	11	24	16	16	17	17	17	118	200	82	58.97	41.03
SCHEDULED CHARGES	5,492	5,338	5,470	5,626	5,458	5,641	5,371	38,397	65,884	27,487	58.28	41.72
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 50,802	\$ 93,581	\$ 51,461	\$ 116,875	\$ 101,341	\$ 51,062	\$ 140,707	\$ 605,829	\$ 873,272	\$ 267,443	69.37	30.63
LEGAL												
COMPENSATION	\$ 23,074	\$ 48,120	\$ 31,927	\$ 31,980	\$ 31,949	\$ 31,926	\$ 32,516	\$ 231,492	\$ 417,358	\$ 185,866	55.47	44.53
BENEFITS	7,743	15,607	10,917	11,571	11,563	11,557	11,710	80,669	146,305	65,636	55.14	44.86
SUPPLIES	-	-	128	158	9	72	-	366	1,280	914	28.62	71.38
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	11,304	719	62,540	10,959	3,592	14,828	7,613	111,554	776,673	665,119	14.36	85.64
OTHER CHARGES	770	30	22	19	14	19	30	902	1,000	98	90.24	9.76
SCHEDULED CHARGES	2,331	2,213	2,331	2,461	2,274	2,414	2,300	16,324	29,664	13,340	55.03	44.97
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 45,222	\$ 66,687	\$ 107,864	\$ 57,149	\$ 49,401	\$ 60,815	\$ 54,169	\$ 441,307	\$ 1,372,280	\$ 930,973	32.16	67.84
CONSERVATION & EDUCATION												
COMPENSATION	\$ 2,866	\$ 4,714	\$ 3,143	\$ 3,143	\$ 3,143	\$ 3,143	\$ 3,143	\$ 23,294	\$ 226,240	\$ 202,946	10.30	89.70
BENEFITS	1,245	1,835	1,228	1,234	6,553	1,234	1,234	14,562	92,497	77,935	15.74	84.26
SUPPLIES	188	188	188	188	188	188	188	1,315	2,404	1,089	54.69	45.31
MAINTENANCE	444	-	-	125	-	-	-	569	1,500	931	37.94	62.06
PROF. SERVICES/TRAINING	30,754	17,561	-	19,706	45,549	11,250	14,717	139,537	424,360	284,823	32.88	67.12
OTHER CHARGES	-	-	-	-	-	-	-	-	2,500	2,500	-	100.00
SCHEDULED CHARGES	388	348	388	428	388	348	348	2,636	5,959	3,323	44.24	55.76
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 35,884	\$ 24,646	\$ 4,947	\$ 24,823	\$ 55,821	\$ 16,162	\$ 19,629	\$ 181,912	\$ 755,460	\$ 573,548	24.08	75.92

**LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025**

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
PRODUCTION												
PRODUCTION OPERATIONS & ENGINEERING												
COMPENSATION	\$ 50,014	\$ 2,846	\$ 280,316	\$ 28,991	\$ 30,150	\$ 30,127	\$ 28,991	\$ 451,434	\$ 397,979	\$ (53,455)	113.43	(13.43)
BENEFITS	13,507	3,098	85,186	12,893	13,784	13,187	12,892	154,547	173,566	19,019	89.04	10.96
SUPPLIES	2,880	1,489	6,720	9,410	2,008	1,413	1,705	25,625	17,200	(8,425)	148.98	(48.98)
MAINTENANCE	3,010	4,748	11,689	2,915	2,923	3,049	2,915	31,249	36,131	4,882	86.49	13.51
PROF. SERVICES/TRAINING	1,253	613	8,184	789	556	599	799	12,792	1,000	(11,792)	1,279.16	(1,179.16)
OTHER CHARGES	6	-	-	132	-	44	-	181	1,000	819	18.09	81.91
SCHEDULED CHARGES	58,783	63,302	68,549	113,748	73,413	86,661	70,073	534,529	849,541	315,012	62.92	37.08
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 129,451	\$ 76,096	\$ 460,643	\$ 168,878	\$ 122,834	\$ 135,079	\$ 117,375	\$ 1,210,356	\$ 1,476,417	\$ 266,061	81.98	18.02
PURCHASED POWER												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	3,333,016	3,297,715	3,407,176	3,398,447	3,414,188	3,422,627	3,549,159	23,822,327	41,375,971	17,553,644	57.58	42.42
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 3,333,016	\$ 3,297,715	\$ 3,407,176	\$ 3,398,447	\$ 3,414,188	\$ 3,422,627	\$ 3,549,159	\$ 23,822,327	\$ 41,375,971	\$ 17,553,644	57.58	42.42
PRODUCTION COOKE STATION												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	47	5,065	(5,112)	-	-	-	-	-	-	-	-	-
Fuel	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	23	-	(23)	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	1,500	-	(1,500)	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	2,114	-	(2,114)	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 3,684	\$ 5,065	\$ (8,749)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!
PRODUCTION BRANDON STATION												
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-	-	-	-	-	-
Fuel	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	1,500	-	(1,500)	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 1,500	\$ -	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!

LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
PRODUCTION MASSEGALE STATION												
COMPENSATION	\$ 207,179	\$ 44,146	\$ (251,325)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	55,908	16,434	(72,342)	-	-	-	-	-	-	-	-	-
SUPPLIES	46	119	(165)	-	-	-	-	-	-	-	-	-
Fuel	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	23	-	(23)	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	4,572	-	(4,572)	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	2,519	3	(2,522)	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 270,247	\$ 60,702	\$ (330,949)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!
DISTRIBUTION												
DISTRIBUTION SUPERVISION & ENGINEERING												
COMPENSATION	\$ 28,783	\$ 71,972	\$ 48,305	\$ 52,309	\$ 47,411	\$ 41,984	\$ 45,643	\$ 336,408	\$ 417,767	\$ 81,359	80.53	19.47
BENEFITS	12,236	30,122	20,334	22,408	19,963	17,945	19,306	142,315	180,197	37,882	78.98	21.02
SUPPLIES	13,109	1,733	1,013	3,715	1,832	1,554	1,925	24,881	34,188	9,307	72.78	27.22
MAINTENANCE	1,368	648	443	4,192	536	1,117	1,117	9,421	20,205	10,784	46.63	53.37
PROF. SERVICES/TRAINING	215	168	418	8,295	6,209	4,710	17,632	37,648	129,758	92,111	29.01	70.99
OTHER CHARGES	508	375	448	348	376	2,610	211	4,877	4,295	(582)	113.56	(13.56)
SCHEDULED CHARGES	16,923	29,205	16,952	18,204	17,052	17,475	16,724	132,534	355,661	223,127	37.26	62.74
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 73,142	\$ 134,225	\$ 87,912	\$ 109,471	\$ 93,378	\$ 87,395	\$ 102,560	\$ 688,083	\$ 1,142,071	\$ 453,988	60.25	39.75
DISTRIBUTION UNDERGROUND LINES												
COMPENSATION	\$ 118,973	\$ 187,830	\$ 130,647	\$ 136,366	\$ 111,133	\$ 191,220	\$ 126,515	\$ 1,002,683	\$ 1,437,098	\$ 434,415	69.77	30.23
BENEFITS	47,644	80,475	57,966	59,135	49,689	75,932	56,194	427,034	631,233	204,199	67.65	32.35
SUPPLIES	24,564	55,496	25,786	29,276	39,484	41,446	23,707	239,758	365,954	126,196	65.52	34.48
MAINTENANCE	106,812	88,638	60,778	118,448	42,126	74,172	66,624	557,598	872,176	314,578	63.93	36.07
PROF. SERVICES/TRAINING	4,952	7,799	5,380	4,291	7,639	15,355	5,707	51,122	90,620	39,498	56.41	43.59
OTHER CHARGES	718	124	539	429	922	453	367	3,553	3,500	(53)	101.50	(1.50)
SCHEDULED CHARGES	15,018	17,797	15,076	17,327	49,881	25,475	14,684	155,258	311,920	156,662	49.78	50.22
CAPITAL OUTLAY	-	2,519	-	-	-	-	-	2,519	-	(2,519)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 318,681	\$ 440,677	\$ 296,173	\$ 365,271	\$ 300,874	\$ 424,053	\$ 293,797	\$ 2,439,526	\$ 3,712,501	\$ 1,272,975	65.71	34.29
DISTRIBUTION OVERHEAD LINES												
COMPENSATION	\$ 262,101	\$ 330,244	\$ 199,430	\$ 213,172	\$ 209,709	\$ 262,907	\$ 190,685	\$ 1,668,247	\$ 2,322,495	\$ 654,248	71.83	28.17
BENEFITS	89,559	127,774	81,709	84,573	83,807	101,703	77,315	646,439	960,698	314,259	67.29	32.71
SUPPLIES	34,219	34,736	21,470	41,835	25,978	81,453	18,042	257,733	403,024	145,291	63.95	36.05
MAINTENANCE	92,119	117,083	70,927	165,603	90,558	157,381	95,601	789,272	1,148,209	358,937	68.74	31.26
PROF. SERVICES/TRAINING	52,628	20,511	12,006	19,623	19,293	23,382	16,816	164,259	224,946	60,687	73.02	26.98
OTHER CHARGES	329	2,250	2,139	681	792	1,593	791	8,576	3,000	(5,576)	285.87	(185.87)
SCHEDULED CHARGES	14,593	19,437	14,612	15,025	14,746	21,319	14,259	113,993	237,475	123,482	48.00	52.00
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 545,547	\$ 652,035	\$ 402,293	\$ 540,512	\$ 444,882	\$ 649,737	\$ 413,510	\$ 3,648,517	\$ 5,299,847	\$ 1,651,330	68.84	31.16

**LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025**

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION LOAD DISPATCHING												
COMPENSATION	\$ 56,023	\$ 124,611	\$ 76,668	\$ 79,912	\$ 84,896	\$ 85,468	\$ 81,242	\$ 588,820	\$ 1,200,648	\$ 611,828	49.04	50.96
BENEFITS	21,720	47,735	29,934	30,896	31,685	32,901	31,181	226,052	478,009	251,957	47.29	52.71
SUPPLIES	1,703	1,292	824	743	672	2,614	993	8,841	10,229	1,388	86.43	13.57
MAINTENANCE	2,688	1,006	929	815	955	1,033	1,412	8,838	15,292	6,454	57.80	42.20
PROF. SERVICES/TRAINING	36,441	38,623	55,684	18,981	18,141	52,522	18,406	238,799	471,000	232,201	50.70	49.30
OTHER CHARGES	1,265	3,786	1,210	722	17,258	743	1,009	25,994	32,650	6,656	79.61	20.39
SCHEDULED CHARGES	10,740	10,391	10,749	11,221	10,801	11,163	10,458	75,523	128,947	53,424	58.57	41.43
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 130,580	\$ 227,445	\$ 175,998	\$ 143,290	\$ 164,408	\$ 186,444	\$ 144,703	\$ 1,172,868	\$ 2,336,775	\$ 1,163,907	50.19	49.81
DISTRIBUTION CUSTOMER SERVICE												
COMPENSATION	\$ 129,757	\$ 225,546	\$ 136,345	\$ 143,812	\$ 154,165	\$ 177,435	\$ 135,942	\$ 1,103,003	\$ 1,922,644	\$ 819,641	57.37	42.63
BENEFITS	45,514	86,323	53,512	56,217	60,742	65,760	52,235	420,303	744,560	324,257	56.45	43.55
SUPPLIES	17,667	22,894	11,043	8,714	14,749	14,164	31,930	121,161	201,474	80,313	60.14	39.86
MAINTENANCE	30,461	32,856	17,090	34,364	23,181	52,915	22,908	213,775	284,751	70,976	75.07	24.93
PROF. SERVICES/TRAINING	746	6,155	634	3,160	2,561	3,730	1,321	18,306	33,500	15,194	54.65	45.35
OTHER CHARGES	58,766	113,239	90,741	83,322	94,392	95,328	97,326	633,114	1,300,600	667,486	48.68	51.32
SCHEDULED CHARGES	51,012	33,685	33,507	40,548	54,753	40,842	32,507	286,853	466,110	179,257	61.54	38.46
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 333,923	\$ 520,700	\$ 342,872	\$ 370,137	\$ 404,543	\$ 450,173	\$ 374,169	\$ 2,796,516	\$ 4,953,639	\$ 2,157,123	56.45	43.55
LP&L GIS												
COMPENSATION	\$ 31,915	\$ 67,557	\$ 44,391	\$ 46,662	\$ 47,304	\$ 46,281	\$ 46,744	\$ 330,854	\$ 578,027	\$ 247,173	57.24	42.76
BENEFITS	13,100	29,134	18,881	19,997	21,028	21,030	21,030	144,200	253,059	108,859	56.98	43.02
SUPPLIES	865	2,234	436	587	432	756	398	5,707	15,085	9,378	37.83	62.17
MAINTENANCE	4,620	803	-	537	247	68	552	6,827	2,000	(4,827)	341.37	(241.37)
PROF. SERVICES/TRAINING	900	395	24	8,088	3,568	176	406	13,557	194,094	180,537	6.98	93.02
OTHER CHARGES	302	237	298	177	318	302	216	1,850	2,650	800	69.82	30.18
SCHEDULED CHARGES	3,523	3,081	3,323	3,564	3,318	4,161	3,081	24,051	38,913	14,862	61.81	38.19
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 55,226	\$ 103,441	\$ 67,353	\$ 79,612	\$ 76,214	\$ 72,774	\$ 72,427	\$ 527,046	\$ 1,083,828	\$ 556,782	48.63	51.37
DISTRIBUTION SUBSTATION												
COMPENSATION	\$ 39,898	\$ 77,776	\$ 52,187	\$ 54,719	\$ 67,369	\$ 74,395	\$ 68,106	\$ 434,450	\$ 713,867	\$ 279,417	60.86	39.14
BENEFITS	16,203	30,594	22,011	22,911	26,787	28,761	27,407	174,673	294,011	119,338	59.41	40.59
SUPPLIES	8,459	18,251	10,801	5,411	5,832	5,369	8,877	63,002	102,509	39,507	61.46	38.54
MAINTENANCE	37,337	25,933	13,860	5,441	23,235	10,168	5,287	121,263	109,120	(12,143)	111.13	(11.13)
PROF. SERVICES/TRAINING	5,811	7,139	359	2,811	10,640	13,037	901	40,697	743,481	702,784	5.47	94.53
OTHER CHARGES	45,685	1,799	198	72	186	181	60	48,181	47,205	(976)	102.07	(2.07)
SCHEDULED CHARGES	51,137	50,972	50,840	50,851	50,705	51,536	50,598	356,639	608,343	251,704	58.62	41.38
CAPITAL OUTLAY	-	-	9,212	-	-	-	-	9,212	-	(9,212)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 204,530	\$ 212,465	\$ 159,469	\$ 142,216	\$ 184,755	\$ 183,447	\$ 161,236	\$ 1,248,117	\$ 2,618,536	\$ 1,370,419	47.66	52.34

LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION CONSTRUCTION & ENGINEERING												
COMPENSATION	\$ 2,618	\$ -	\$ -	\$ (2,618)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	854	27	-	(881)	-	-	-	(0)	-	0	-	-
SUPPLIES	1,013	633	457	(2,103)	-	-	-	-	-	-	-	-
MAINTENANCE	2,113	1,705	46	(3,864)	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	232	1,743	-	(1,975)	-	-	-	-	-	-	-	-
OTHER CHARGES	24	61	-	(85)	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	282	-	282	(563)	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 7,136	\$ 4,169	\$ 785	\$ (12,090)	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ 0	#DIV/0!	#DIV/0!
DISTRIBUTION METER SHOP												
COMPENSATION	\$ 35,324	\$ 83,685	\$ 50,234	\$ 50,157	\$ 50,258	\$ 50,536	\$ 50,237	\$ 370,431	\$ 553,611	\$ 183,180	66.91	33.09
BENEFITS	14,401	33,453	20,818	20,889	20,915	20,987	20,910	152,373	230,507	78,134	66.10	33.90
SUPPLIES	4,318	1,683	5,119	1,615	2,192	5,879	1,627	22,432	68,682	46,250	32.66	67.34
MAINTENANCE	5,176	1,411	3,226	3,438	850	4,919	2,172	21,192	27,913	6,721	75.92	24.08
PROF. SERVICES/TRAINING	2,185	4,438	10,188	167	644	338	3,115	21,076	50,690	29,614	41.58	58.42
OTHER CHARGES	200	271	293	137	259	244	1,092	2,496	5,256	2,760	47.49	52.51
SCHEDULED CHARGES	6,849	7,033	6,849	7,033	7,171	7,461	7,503	49,901	89,304	39,403	55.88	44.12
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 68,453	\$ 131,974	\$ 96,728	\$ 83,435	\$ 82,290	\$ 90,365	\$ 86,656	\$ 639,902	\$ 1,025,963	\$ 386,061	62.37	37.63
DISTRIBUTION STREET LIGHTS												
COMPENSATION	\$ 46,638	\$ 107,521	\$ 60,409	\$ 55,529	\$ 64,786	\$ 69,372	\$ 62,235	\$ 466,490	\$ 858,535	\$ 392,045	54.34	45.66
BENEFITS	19,590	45,802	27,552	25,271	29,252	30,355	28,550	206,372	386,066	179,694	53.46	46.54
SUPPLIES	14,531	19,758	7,673	7,804	9,027	13,670	14,700	87,164	109,400	22,236	79.67	20.33
MAINTENANCE	88,427	78,894	58,067	49,319	58,761	65,016	87,652	486,135	902,100	415,965	53.89	46.11
PROF. SERVICES/TRAINING	76	611	286	381	789	1,540	351	4,034	21,309	17,275	18.93	81.07
OTHER CHARGES	24	228	116	145	178	160	237	1,088	-	(1,088)	-	-
SCHEDULED CHARGES	5,415	9,644	5,448	5,656	5,425	5,730	5,182	42,499	118,931	76,432	35.73	64.27
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 174,700	\$ 262,459	\$ 159,550	\$ 144,106	\$ 168,216	\$ 185,844	\$ 198,907	\$ 1,293,783	\$ 2,396,341	\$ 1,102,558	53.99	46.01
TRANSMISSION												
TRANSMISSION SUPERVISION & ENGINEERING												
COMPENSATION	\$ 40,376	\$ 85,847	\$ 57,885	\$ 57,923	\$ 58,646	\$ 59,151	\$ 49,470	\$ 409,300	\$ 594,453	\$ 185,153	68.85	31.15
BENEFITS	15,746	34,450	22,867	22,945	22,990	23,007	19,181	161,185	236,203	75,018	68.24	31.76
SUPPLIES	4,582	1,043	422	1,216	485	790	609	9,146	11,775	2,629	77.67	22.33
MAINTENANCE	2,243	-	-	23	5,299	722	33	8,319	3,500	(4,819)	237.70	(137.70)
PROF. SERVICES/TRAINING	80,545	4,090	73,421	3,372	36,936	9,824	16,397	224,586	500,239	275,653	44.90	55.10
OTHER CHARGES	270	889	514	449	897	664	351	4,033	50	(3,983)	8,065.62	(7,965.62)
SCHEDULED CHARGES	8,452	11,924	8,452	8,492	8,553	8,694	8,411	62,977	143,086	80,109	44.01	55.99
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 152,212	\$ 138,243	\$ 163,561	\$ 94,419	\$ 133,806	\$ 102,851	\$ 94,452	\$ 879,546	\$ 1,489,306	\$ 609,760	59.06	40.94

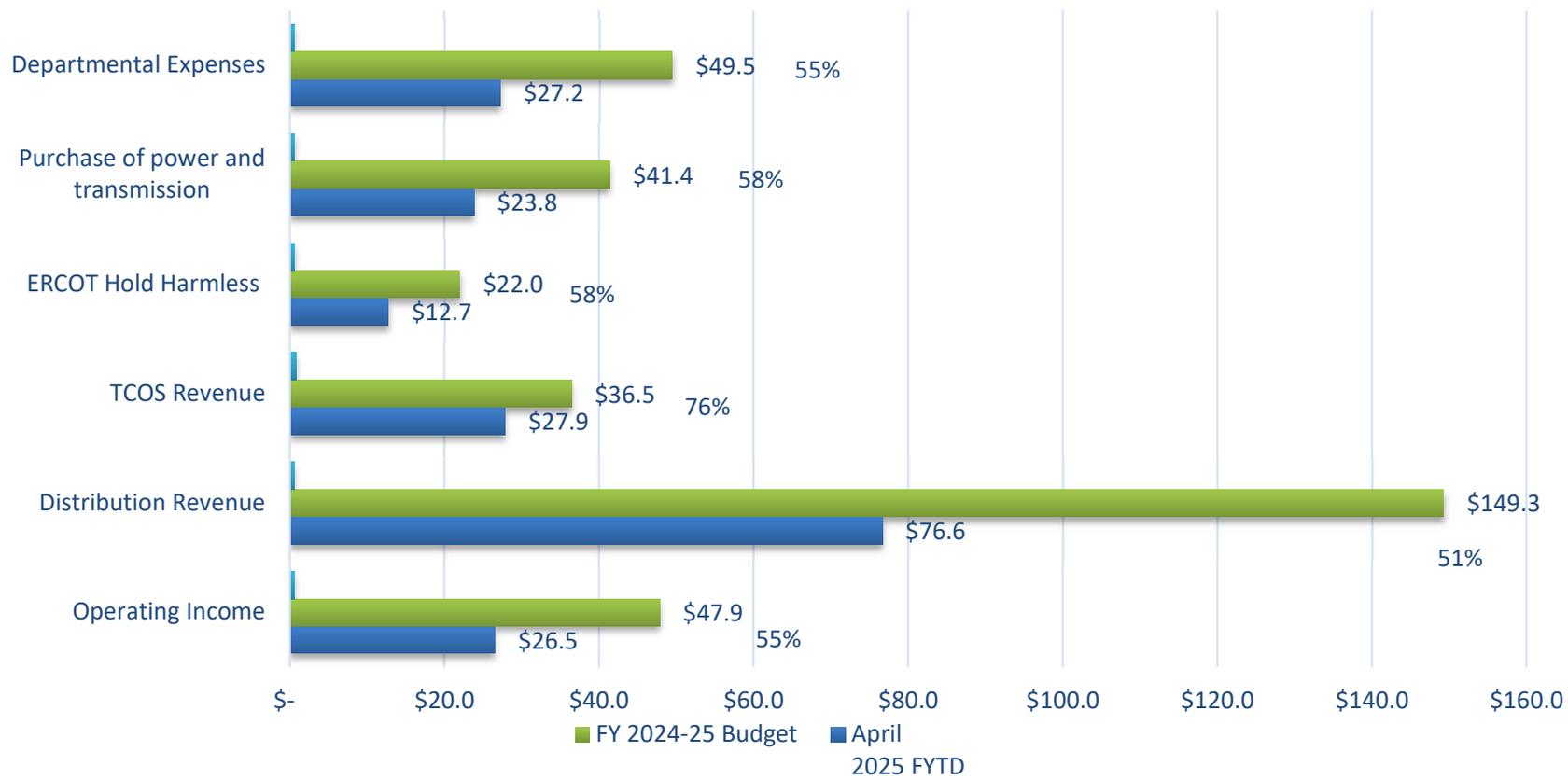
LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
TRANSMISSION OVERHEAD LINES												
COMPENSATION	\$ 45,551	\$ 90,136	\$ 46,096	\$ 48,632	\$ 50,295	\$ 27,071	\$ 41,081	\$ 348,862	\$ 716,937	\$ 368,075	48.66	51.34
BENEFITS	17,952	35,639	18,460	19,126	20,141	10,410	15,618	137,346	300,413	163,067	45.72	54.28
SUPPLIES	3,823	6,911	2,286	8,741	19,677	1,357	4,185	46,980	113,050	66,070	41.56	58.44
MAINTENANCE	4,185	6,729	2,091	18,279	6,086	2,103	3,335	42,807	100,838	58,031	42.45	57.55
PROF. SERVICES/TRAINING	201	751	225	364	502	1,809	2,900	6,752	222,041	215,289	3.04	96.96
OTHER CHARGES	24	61	32	55	57	82	85	396	-	(396)	-	-
SCHEDULED CHARGES	4,562	4,613	4,588	4,643	4,579	4,717	4,482	32,185	56,852	24,667	56.61	43.39
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 76,298	\$ 144,840	\$ 73,778	\$ 99,840	\$ 101,337	\$ 47,550	\$ 71,685	\$ 615,328	\$ 1,510,131	\$ 894,803	40.75	59.25
TRANSMISSION LOAD DISPATCHING												
COMPENSATION	\$ 41,605	\$ 83,199	\$ 53,140	\$ 49,725	\$ 49,632	\$ 50,143	\$ 55,441	\$ 382,887	\$ 1,030,391	\$ 647,504	37.16	62.84
BENEFITS	15,071	30,819	19,787	18,495	18,450	18,598	20,596	141,817	395,246	253,429	35.88	64.12
SUPPLIES	227	1,320	334	212	132	174	434	2,833	7,325	4,492	38.68	61.32
MAINTENANCE	-	2,405	153	-	-	-	-	2,558	6,000	3,442	42.63	57.37
PROF. SERVICES/TRAINING	37,125	51,390	72,836	24,424	56,429	58,763	22,221	323,188	584,000	260,812	55.34	44.66
OTHER CHARGES	339	3,863	485	692	485	485	485	6,833	10,650	3,817	64.16	35.84
SCHEDULED CHARGES	9,396	1,658	(5,238)	1,658	1,658	1,658	1,685	12,476	19,899	7,423	62.70	37.30
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 103,763	\$ 174,655	\$ 141,497	\$ 95,207	\$ 126,787	\$ 129,821	\$ 100,862	\$ 872,592	\$ 2,053,511	\$ 1,180,919	42.49	57.51
TRANSMISSION SUBSTATION												
COMPENSATION	\$ 32,301	\$ 93,766	\$ 48,260	\$ 48,174	\$ 47,206	\$ 53,596	\$ 49,290	\$ 372,593	\$ 664,275	\$ 291,682	56.09	43.91
BENEFITS	12,370	37,098	19,425	19,323	18,474	19,997	19,706	146,394	274,087	127,693	53.41	46.59
SUPPLIES	1,659	10,917	54	943	1,289	-	918	15,780	21,500	5,720	73.39	26.61
MAINTENANCE	32,711	1,718	1,278	390	3,414	1,256	861	41,627	55,000	13,373	75.69	24.31
PROF. SERVICES/TRAINING	4,289	3,819	-	218	3,283	1,088	4,823	17,518	720,390	702,872	2.43	97.57
OTHER CHARGES	45,587	1,727	1,428	41	41	40	41	48,905	47,500	(1,405)	102.96	(2.96)
SCHEDULED CHARGES	-	2	-	-	-	-	-	2	26	24	8.38	91.62
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 128,917	\$ 149,047	\$ 70,445	\$ 69,088	\$ 73,707	\$ 75,976	\$ 75,640	\$ 642,819	\$ 1,782,778	\$ 1,139,959	36.06	63.94
CUSTOMER SERVICE												
PERFORMANCE IMPROVEMENT												
COMPENSATION	\$ 20,156	\$ 43,690	\$ 28,795	\$ 28,795	\$ 28,795	\$ 28,795	\$ 28,795	\$ 207,819	\$ 362,016	\$ 154,197	57.41	42.59
BENEFITS	8,011	18,645	11,713	11,755	11,755	11,755	11,755	85,391	150,886	65,495	56.59	43.41
SUPPLIES	734	149	78	34	-	-	42	1,036	5,500	4,464	18.84	81.16
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	829	3,552	(836)	13	74	44	145	3,820	18,300	14,480	20.87	79.13
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	50	50	50	50	50	50	50	347	595	248	58.33	41.67
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 29,780	\$ 66,085	\$ 39,800	\$ 40,646	\$ 40,673	\$ 40,643	\$ 40,786	\$ 298,413	\$ 537,297	\$ 238,884	56	44.46

**LP&L Funds
Finance Department
Budget Comparison
As of April 30, 2025**

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
CUSTOMER INFORMATION SYSTEMS												
COMPENSATION	\$ 43,022	\$ 95,362	\$ 62,049	\$ 61,342	\$ 61,464	\$ 61,722	\$ 61,812	\$ 446,772	\$ 822,865	\$ 376,093	54.29	45.71
BENEFITS	20,970	45,032	29,984	29,915	29,946	30,013	30,036	215,897	394,461	178,564	54.73	45.27
SUPPLIES	534	636	490	326	541	408	419	3,355	5,854	2,499	57.30	42.70
MAINTENANCE	1,814	1,691	1,691	1,691	2,591	1,691	1,911	13,082	21,699	8,617	60.29	39.71
PROF. SERVICES/TRAINING	167,058	135,475	681,882	142,263	135,240	687,308	199,875	2,149,101	4,487,220	2,338,119	47.89	52.11
OTHER CHARGES	30	3,761	-	-	-	64	-	3,855	5,024	1,169	76.74	23.26
SCHEDULED CHARGES	89,525	89,167	89,513	29,848	89,516	89,862	89,184	566,615	914,240	347,625	61.98	38.02
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 322,953	\$ 371,124	\$ 865,609	\$ 265,385	\$ 319,300	\$ 871,069	\$ 383,237	\$ 3,398,678	\$ 6,651,363	\$ 3,252,685	51.10	48.90
MARKET OPERATIONS GROUP												
COMPENSATION	\$ 35,857	\$ 77,642	\$ 45,725	\$ 50,308	\$ 48,235	\$ 47,307	\$ 51,184	\$ 356,259	\$ 560,663	\$ 204,404	63.54	36.46
BENEFITS	16,282	35,686	22,177	23,462	22,914	23,224	24,778	168,523	279,143	110,620	60	39.63
SUPPLIES	354	332	154	139	663	353	439	2,434	3,600	1,166	68	32.39
MAINTENANCE	100	-	-	-	-	-	220	320	-	(320)	-	-
PROF. SERVICES/TRAINING	1,131	1,217	121,303	46,371	26,311	28,907	60,655	285,895	949,670	663,775	30	69.90
OTHER CHARGES	19	42	28	28	28	1,561	96	1,801	4,004	2,203	45	55.01
SCHEDULED CHARGES	1,578	1,417	1,578	1,738	1,578	1,739	1,417	11,043	19,231	8,188	57	42.58
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 55,321	\$ 116,335	\$ 190,964	\$ 122,046	\$ 99,729	\$ 103,091	\$ 138,789	\$ 826,275	\$ 1,816,311	\$ 990,036	45.49	54.51
CUSTOMER SERVICE												
COMPENSATION	107,643	240,209	155,480	159,204	101,642	114,618	118,121	\$ 996,917	\$ 2,488,740	\$ 1,491,823	40.06	59.94
BENEFITS	54,663	123,349	87,019	88,715	61,713	61,300	62,072	538,830	1,417,707	878,877	38.01	61.99
SUPPLIES	1,976	1,320	1,701	779	1,060	1,150	884	8,870	22,804	13,934	38.89	61.11
MAINTENANCE	500	-	-	-	-	-	220	720	-	(720)	-	-
PROF. SERVICES/TRAINING	4,194	7,154	1,264	508	2,955	10,403	500	26,979	49,201	22,222	54.83	45.17
OTHER CHARGES	114	96	(10,561)	241	70	78	440	(9,523)	4,930	14,453	(193.17)	293.17
SCHEDULED CHARGES	49,513	49,453	51,374	49,597	49,517	49,587	49,445	348,485	594,859	246,374	58.58	41.42
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 218,602	\$ 421,581	\$ 286,277	\$ 299,043	\$ 216,958	\$ 237,135	\$ 231,681	\$ 1,911,277	\$ 4,578,241	\$ 2,666,964	41.75	58.25
COLLECTIONS												
COMPENSATION	59,559	134,154	85,168	102,091	263,217	125,839	122,648	\$ 892,676	\$ 1,161,897	\$ 269,221	76.83	23.17
BENEFITS	30,911	70,363	44,784	48,239	102,424	66,819	67,100	430,640	635,859	205,219	67.73	32.27
SUPPLIES	1,131	811	752	935	1,899	839	934	7,302	7,654	352	95.40	4.60
MAINTENANCE	995	226	423	371	371	479	446	3,310	3,206	(104)	103.25	(3.25)
PROF. SERVICES/TRAINING	13,819	2,871	16,985	10,815	609	12,690	24,242	82,029	135,150	53,121	60.70	39.30
OTHER CHARGES	-	-	-	-	-	29	-	29	1,000	971	2.90	97.10
SCHEDULED CHARGES	9,121	9,110	9,054	9,192	9,214	9,041	9,164	63,895	109,839	45,944	58.17	41.83
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 115,535	\$ 217,534	\$ 157,166	\$ 171,643	\$ 377,736	\$ 215,735	\$ 224,532	\$ 1,479,881	\$ 2,054,605	\$ 574,724	72.03	27.97
LP&L FUND OPERATING EXPENSES												
COMPENSATION	1,598,909	2,609,090	1,627,308.45	1,678,158.28	1,790,226.96	1,819,062.83	1,638,207.42	\$ 12,760,963	\$ 21,768,106	9,007,143	58.62	41.38
BENEFITS	600,009	1,085,030	702,090	719,037.49	754,815.20	759,084.61	704,541.16	5,324,607	9,555,314	4,230,707	55.72	44.28
SUPPLIES	3,475,251	3,491,355	3,504,021	3,524,734.33	3,545,835.92	3,600,693.23	3,667,386.83	24,809,277	42,945,470	18,136,193	57.77	42.23
MAINTENANCE	444,882	367,710	247,872	403,900	261,970	377,398	294,268	2,398,000	3,644,709	1,246,709	65.79	34.21
Fuel	-	-	-	-	-	-	-	-	-	-	-	100.00
PROF. SERVICES/TRAINING	507,746	383,542	1,179,213	426,547	458,432	999,281	537,667	4,492,427	11,692,194	7,199,767	38.42	61.58
OTHER CHARGES	155,879	134,502	92,554	88,801	117,745	106,318	103,978	799,777	1,493,514	693,737	53.55	46.45
SCHEDULED CHARGES	436,818	435,652	406,701	415,786	476,706	463,983	412,794	3,048,440	5,365,796	2,317,356	56.81	43.19
CAPITAL OUTLAY	-	2,519	9,212	-	-	-	-	11,731	-	(11,731)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 7,219,491	\$ 8,509,400	\$ 7,768,970	\$ 7,256,964	\$ 7,405,731	\$ 8,125,821	\$ 7,358,843	\$ 53,645,219	\$ 96,465,103	\$ 42,819,882	55.61	44.39

Budget vs Actuals (in millions)



**Lubbock Power and Light
Capital Program - Unaudited
Management Report
April 30, 2025**

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	\$ 723,486	\$ -	\$ 1,627,376	69.22	30.78
8626 Distribution Planning	680,000	317,687	33,626	328,687	48.34	51.66
8688 Smart Meter Texas Integration	1,574,520	578,565	95,055	900,900	57.22	42.78
8707 Substation Arcflash Study	450,000	52,638	397,362	0	0.00	100.00
92331 Fiberoptic Communications	2,965,000	998,370	505,384	1,461,245	49.28	50.72
92484 Substation Upgrades	6,085,000	3,909,612	23,242	2,152,146	35.37	64.63
92537 GIS Software Upgrades and Interfaces	3,252,000	1,623,123	284,400	1,344,477	41.34	58.66
92605 Operations System Upgrades	2,265,000	1,966,702	221,795	76,503	3.38	96.62
92683 FY 2020-24 Service Distribution Meters	2,393,500	1,324,040	83,426	986,034	41.20	58.80
92684 FY 2020-24 Distribution Transformers	17,725,000	10,566,486	2,935,795	4,222,719	23.82	76.18
92685 FY 2020-24 Distribution System Upgrade	15,930,000	11,628,422	2,389,110	1,912,467	12.01	87.99
92686 FY 2020-24 Overhead Lines	11,170,500	10,365,212	1,065	804,223	7.20	92.80
92687 FY 2020-24 Street Lights	5,727,100	3,999,012	12,910	1,715,178	29.95	70.05
92688 FY 2020-24 Underground Distribution	16,679,916	15,254,576	3,024	1,422,316	8.53	91.47
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	21,778,627	415,557	1,686,953	7.06	92.94
92695 Downtown Facility Upgrades	3,485,000	3,089,875	14,006	381,120	10.94	89.06
92733 DNV-GL Cascade Upgrades	255,000	201,228	48,000	5,772	2.26	97.74
92734 Additional COLU Phone Lines	370,246	291,497	-	78,749	21.27	78.73
92788 4kV Distribution Conversion	6,367,273	1,737,963	317,447	4,311,863	67.72	32.28
92789 NERC Security for Substation	750,000	22	-	749,978	100.00	0.00
92790 Security Upgrade for Hill Building	110,000	52,239	18,727	39,034	35.49	64.51
92791 UCSC Expansion	138,000	61,209	959	75,832	54.95	45.05
92792 FY 2022-23 Vehicles & Equipment	3,715,000	3,590,709	-	124,291	3.35	96.65
92829 Work Order System	1,500,000	-	-	1,500,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	10,340,000	385,817	2,928,000	7,026,183	67.95	32.05
92836 Overhead/Underground Training Facility	545,000	45,847	476,125	23,028	4.23	95.77
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48	16.52
92841 FY 2023-24 Vehicles & Equipment	2,560,000	2,364,097	-	195,903	7.65	92.35
92891 FY 2024-25 Vehicles & Equipment	2,340,000	156,525	1,934,641	248,834	10.63	89.37
	\$ 145,680,054	\$ 97,075,970	\$ 13,139,657	\$ 35,464,426	24.34	75.66

¹ Commitments have been reduced due to known savings.

**Lubbock Power and Light
Capital Program - Unaudited
Management Report
April 30, 2025**

Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 723,486	\$ -	\$ 1,627,376	69.22
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
8707 Substation Arcflash Study	-	-	-	-	-
92331 Fiberoptic Communications	2,600,000	998,370	505,384	1,096,245	42.16
92484 Substation Upgrades	6,085,000	3,909,612	23,242	2,152,146	35.37
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	1,200,000	1,200,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	157,916	157,916	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	1,654,273	-	-	-
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	5,570,000	385,817	2,928,000	2,256,183	40.51
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92841 FY 2023-24 Vehicles & Equipment	-	-	-	-	-
92891 FY 2024-25 Vehicles & Equipment	-	-	-	-	-
	\$ 40,024,188	\$ 29,435,610	\$ 3,456,626	\$ 7,131,952	17.82

¹ Commitments have been reduced due to known savings.

**Lubbock Power and Light
Capital Program - Unaudited
Management Report
April 30, 2025**

Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	680,000	317,687	33,626	328,687	48.34
8688 Smart Meter Texas Integration	1,574,520	578,565	95,055	900,900	57.22
8707 Substation Arcflash Study	450,000	52,638	397,362	0	0.00
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	-	-	-	-	-
92537 GIS Software Upgrades and Interfaces	2,037,000	408,123	284,400	1,344,477	66.00
92605 Operations System Upgrades	2,265,000	1,966,702	221,795	76,503	3.38
92683 FY 2020-24 Service Distribution Meters	2,393,500	1,324,040	83,426	986,034	41.20
92684 FY 2020-24 Distribution Transformers	16,525,000	9,366,486	2,935,795	4,222,719	25.55
92685 FY 2020-24 Distribution System Upgrade	15,930,000	11,628,422	2,389,110	1,912,467	12.01
92686 FY 2020-24 Overhead Lines	11,170,500	10,365,212	1,065	804,223	7.20
92687 FY 2020-24 Street Lights	5,727,100	3,999,012	12,910	1,715,178	29.95
92688 FY 2020-24 Underground Distribution	16,522,000	15,096,660	3,024	1,422,316	8.61
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	4,962,490	415,557	1,686,953	23.88
92695 Downtown Facility Upgrades	1,110,000	714,875	14,006	381,120	34.34
92733 DNV-GL Cascade Upgrades	255,000	201,228	48,000	5,772	2.26
92734 Additional COLU Phone Lines	370,246	291,497	-	78,749	21.27
92788 4kV Distribution Conversion	4,713,000	83,690	317,447	4,311,863	91.49
92789 NERC Security for Substation	750,000	22	-	749,978	100.00
92790 Security Upgrade for Hill Building	110,000	52,239	18,727	39,034	35.49
92791 UCSC Expansion	138,000	61,209	959	75,832	54.95
92792 FY 2022-23 Vehicles & Equipment	3,715,000	3,590,709	-	124,291	3.35
92829 Work Order System	1,500,000	-	-	1,500,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	-	4,770,000	100.00
92836 Overhead/Underground Training Facility	545,000	45,847	476,125	23,028	4.23
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48
92841 FY 2023-24 Vehicles & Equipment	2,560,000	2,364,097	-	195,903	7.65
92891 FY 2024-25 Vehicles & Equipment	2,340,000	156,525	1,934,641	248,834	10.63
	\$ 105,655,866	\$ 67,640,360	\$ 9,683,031	\$ 28,332,474	26.82

¹ Commitments have been reduced due to known savings.

7141-23-ELD LP&L Supplier Agreement for Electric Utility Equipment
2025-May Orders

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21404310	Techline	5/2/2025	\$25,884.00	Regulator 600 amp, Regulator Transformer Rack	CIP
21114671	KBS	5/2/2025	\$6,696.00	4/0 MULTIBAR CONNECTOR-ST LT	Warehouse
21114672	Techline	5/2/2025	\$23,650.00	BREAKAWAY #4 TRIPLEX IN 500', 1/0 QUAD WIRE, TRANSFORMER CLUSTER MOUNT	Warehouse
21114673	Anixter	5/2/2025	\$16,811.00		Warehouse
21404312	Anixter	5/6/2025	\$433,016,235.00	25KVA - 2500KVA Padmount transformers 3/4INX10FT ANCHOR	CIP
21114691	Techline	5/7/2025	\$5,295.00	ROD XL GREEN METAL	Warehouse
21114692	Anixter	5/7/2025	\$10,320.00	CABINET	Warehouse
21404314	Anixter	5/8/2025	\$67,200.00	Itron Meters 2" RIGID CONDUIT, 4/0	CIP
21114699	KBS	5/8/2025	\$11,218.00	ELBOW 200 AMP	Warehouse
21114700	Anixter	5/8/2025	\$20,228.00	480 VOLT LED Luminaire 477 KCMIL ACSR BARE	Warehouse
21114742	KBS	5/21/2025	\$54,316.00	WIRE	Warehouse
			\$433,257,853.00		



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: June 17, 2025

Summary:

Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute Financial Service Agreement, by and between the City of Lubbock, acting by and through LP&L and Collectech Diversified, Inc., of Lubbock, Texas, Request for Proposal (RFP) 7105-25-EUA, LP&L Third-Party Financial Collection Services for a term of 1 year, with the option to renew for 4 additional one-year terms.

Background/Discussion:

The purpose of this RFP is for collection services for overdue receivable accounts, specifically for City of Lubbock Utilities (COLU).

A committee evaluated and ranked the five (5) proposals received based on the following criteria: cost of service, 50%; proven collection services, 30%; understanding of COLU needs, 10%; and automation capabilities, 10%.

The committee evaluated and ranked the offerors as follows:

Collectech Diversified, Inc.	74.0
Bull City Financial Solutions, Inc.	63.7
Midwest Municipal Services	58.7
Cedars Business Services	56.0
Lockhart, Morris, and Montgomery	49.0

Fiscal Impact:

Funds are available in account number **7515 (LP&L Collections)** for this purpose. Expenses are based on a 19% contingency fee that is estimated to be a \$130,000 annually.

Recommendation:

Staff recommends award of RFP 7105-25-EUA, for third-party financial collection services for a term of 1 year with the option to renew for 4 additional one-year terms, to **Collectech Diversified, Inc., of Lubbock, Texas**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

WHEREAS, LP&L desires to enter into a Professional Services Agreement with Collectech Diversified, Inc. (“Collectech”), a Texas corporation, wherein Collectech will provide third-party financial collection services, as described more particularly in the Agreement (the “Services”); NOW, THEREFORE:

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

THAT the LP&L Chief Administrative Officer 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 Professional Services Agreement, by and between LP&L and Collectech Diversified, Inc., as attached incorporated herein as though set forth fully in detail, and any documents related thereto.

Passed by the Electric Utility Board this 17th day of June, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

A. Company shall conduct all Activities within the timeframes as set forth and detailed below in Exhibit “A” (the “Services”).

B. Company shall complete the Services, and shall receive compensation on a monthly usage basis, as described in Exhibit “A”. Company shall invoice LP&L monthly in an amount equal to actual hours of Services furnished multiplied by the current billing rate of the Company. LP&L shall pay invoices within thirty (30) days of receipt by LP&L less any disputed amounts.

C. **Tax-Exempt Entity.** Company understands that LP&L is a tax-exempt entity and, as such, shall not be responsible for any applicable taxes to Company.

ARTICLE III. TERMINATION

A. General. LP&L may terminate this Contract, for any reason or for convenience, upon thirty (30) days’ written notice to Company. In the event this Agreement is so terminated, LP&L shall only pay Company for pro-rated Services actually performed by Company up to the date Company is deemed to have received notice of termination, as provided herein, and any fees or expenses outlined in Exhibit “A” if applicable.

B. Material Breach. Any failure by Company to provide adequate services shall constitute a material breach. If Company fails to cure within 30 business days of receiving written notice of the breach, Company shall owe a full refund to LP&L, in addition to any other equitable remedies available at law.

C. Termination and Remedies. In the event Company breaches any term and/or provision of this Contract, LP&L shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative. The maximum remedy shall be limited to the total value of the contract and monies paid.

ARTICLE IV. NON - ARBITRATION

LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. Company is a company duly organized, and validly existing, and is in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Power. Company has the power and authority to enter into and perform this Contract in accordance with the terms hereof, and to lawfully perform all activities contemplated hereby.

C. Authorization. Execution, delivery and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all requisite action on the part of Company. This Contract constitutes legal, valid, and binding obligations of the Company and is enforceable in accordance with the terms hereof.

D. Consultant. Company maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules and regulations, both state and federal, including, without limitation, the applicable laws, regarding the Activities contemplated hereby.

E. Performance. Company shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar financial services, and shall comply with all applicable laws, rules, and regulations, both state and federal, relating to financial services, as contemplated hereby.

F. Use of Copyrighted Material. Company represents and warrants that any materials provided by Company for use by LP&L pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or

reproduction of materials. Company shall be solely responsible for ensuring that any materials provided by Company pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article XI, below, Company shall defend and indemnify and hold LP&L and the City of Lubbock (“City”), its elected and appointed officials, officers, agents and employees, harmless from any and all liability, loss, damage or claim of any kind or nature, including attorney’s fees and other costs of litigation, related to Company’s failure to perform this duty or breach hereof. The indemnity obligations provided herein shall survive the termination or expiration of this Agreement.

ARTICLE VI. INDEPENDENT CONSULTANT STATUS

Company and LP&L agree that Company shall perform the duties under this Agreement as an independent Company and shall be considered an independent Company under this Agreement and/or in its activities hereunder for all purposes. Company has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Company and Company’s employees and/or approved sub-consultants or sub-contractors, will not be considered, for any purpose, employees or agents of LP&L and/or the City of Lubbock within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, pension and health care benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VII. RETAINING OF CONSULTANTS

Subject to the terms herein, Company may retain consultants, or other third parties (any of which are referred to herein as “Sub-consultant”), to perform certain duties of Company, as set forth on Exhibit “A,” attached hereto, under this Contract, provided that LP&L approves the retaining of such Sub-consultants. Company is at all times responsible to LP&L to perform the Services as provided in this Agreement and Company is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any Sub-consultant retained by Company shall be required by Company to carry, for the protection and benefit of the City (as defined in Article VIII, below) and Company and naming said City and Company as additional

insureds, the same insurance coverage, as described above, required to be carried by Company in this Contract.

ARTICLE VIII. INSURANCE

Company 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. Company shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Company to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, 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:

Commercial General Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Worker's Compensation	
Per Occurrence Single Limit:	Statutory
Employer Liability	
(Required with W.C.)	\$1,000,000.00
Cyber Liability	\$1,000,000.00
Technology Errors and Omissions:	\$1,000,000.00
Employee Dishonesty or Fidelity Bond:	\$1,000,000.00

Company shall further cause any approved Sub-consultant to procure and carry the identical insurance coverage, and for the term, required of Company 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 Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverages, fire damage, and medical expenses for any one person, , for Automobile liability, and for Worker's Compensation. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and worker's compensation policies. Company shall provide a Certificate of Insurance to the City as evidence of coverage.

Company shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Company shall maintain said coverage throughout the term of the Agreement and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Company maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Company or any Sub-Consultant on the job with limits of at least \$500,000.00. The Company shall also have Employers Liability Insurance with limits of \$1,000,000.00. A copy of the waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Company or any cancellation or non-renewal of workers' compensation insurance coverage for the Company shall be a material breach of the contract.

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, Company fails to maintain the required insurance in full force and effect, Company 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 VIII shall survive the termination or expiration of this Agreement.

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

ARTICLE IX. CONFIDENTIALITY

Company shall retain all information received from or concerning or related in any way to LP&L and LP&L's business in strictest confidence and shall not reveal such information to third parties without prior written consent of LP&L, unless otherwise required by law. Any Non-Disclosure Agreement ("NDA") signed by the two parties shall be incorporated fully into this Agreement.

ARTICLE X. INDEMNITY

COMPANY SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY KIND OR TYPE, OF COMPANY, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONSULTANTS, OR ANY OTHER PARTY OR ENTITY OVER WHICH COMPANY EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE CITY OF LUBBOCK'S (ACTING BY AND THROUGH LP&L) AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI,

SECTION 7 OF THE TEXAS CONSTITUTION, AND ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE CITY IS INVALID. NOTHING IN THIS AGREEMENT REQUIRES THAT THE CITY INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

Company shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XII. NOTICE

A. General. Whenever notice from Company to LP&L or LP&L to Company is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) telephonic facsimile or email delivery (in which case such notice shall be effective upon date stated in the delivery confirmation); (3) delivered by over-night service by a nationally recognized courier (in which case notice shall be effective one (1) day following deposit with courier); and (4) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third (3rd) business day after such notice is so deposited.

B. Company's Address. Company's address and numbers for the purposes of notice are:

Collectech Diversified

Attn: Scott Drury

1721 45th Street

Lubbock, TX 79412

Phone: 806-747-1122

C. LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
Attn: Amy Day
1401 Ave. K
Lubbock, TX 79401
Email: ADay@mylubbock.us
Telephone: (806) 775-3420

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIII. LP&L-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. LP&L may furnish Company non-confidential studies, reports and other available data in the possession of LP&L pertinent to Company's Services for the performance of Company's Services under this Contract (the "Provided Data"). Company shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XIV. CYBERSECURITY AND DATA PRIVACY

A. Cybersecurity Warranty. Company hereby warrants, to the full extent of its knowledge and ability, that there has been no material security breach or material compromise of or relating to any of the Company's information technology and computer systems, networks, hardware, software, data (including data of their respective customers, employees, suppliers, Companies, consultants, sub-consultants, and any third party data maintained by or on behalf of them), equipment or technology (collectively "IT Systems and Data") and Company has not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any material security breach or other material compromise of their IT Systems and data.

To the extent required by law, in accordance with Section 2054.138 of the Texas Government Code, Company certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of

Company's compliance with the required controls. Company also, to the extent required by applicable law, represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Statutory Compliance. Company further warrants it is presently in compliance with all applicable laws, statutes, judgments, orders, rules and regulations of any court, governmental, or regulatory authority, internal policies, and contractual obligations relating to the privacy and security of IT Systems and Data, and to the protection of IT Systems and Data from unauthorized use, access, misappropriation, or modification, except as would not, in the case of this Article XIV, individually or in the aggregate, result in a materially adverse effect.

C. Data Breach Notification. In the event of a Data Breach or Data Incident, Company shall (i) notify LP&L of a Data Breach as soon as practicable, but no later than 24 hours after Company becomes aware of the Data Breach and (ii) notify LP&L of a Data Incident promptly after Company determines that the Data Incident did not rise to the level of a Data Breach. Immediately following the Company's notification to LP&L of a Data Breach, Company and LP&L shall coordinate to investigate the Data Breach. Company shall bear all costs and expenses of the investigation and reporting of Data Breach caused by Company, and shall cooperate with LP&L's personnel, including any insurance carriers to which LP&L reports the incident, fully, including, without limitation, by providing access to LP&L and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials requested. Company expressly agrees that it shall not inform any third party, including law enforcement, consumer reporting agencies, or affected employees or consumers, of any Data Breach without first notifying LP&L, other than to inform a complainant that the matter has been forwarded to LP&L's counsel. LP&L shall have the sole right to determine whether notice of the Data Breach shall be reported to third parties, including law enforcement, consumer reporting agencies or as otherwise required, and LP&L shall have the sole discretion over the contents of any such notice. Company shall undertake any instructed notice at its sole expense.

D. **Audit Rights.** LP&L shall have the right to conduct cybersecurity audits of the Company's systems, processes, and controls as they pertain to the services provided under this Agreement using an approved third-party auditor. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

- i. **Audit Scope:** The cybersecurity audit shall encompass the following areas data protection measures, access controls, encryption, incident response procedures, and compliance with relevant cybersecurity standards or regulations. The audit will be conducted using industry-recognized cybersecurity frameworks and best practices, as well as any security requirements outlined in this Agreement.
- ii. **Audit Access:** Company agrees to provide LP&L or its designated representatives with access to relevant systems, networks, logs, and documentation necessary for the audit. This includes providing the necessary technical information and facilitating any required on-site or remote assessments.
- iii. **Audit Resolution:** Company or the auditor will provide LP&L with a written report detailing the audit findings, including any identified vulnerabilities, gaps, or areas of non-compliance. Company agrees to promptly address and remediate any identified cybersecurity issues in a timely manner. In the case of serious security risks, both parties will collaborate to implement immediate corrective actions.
- iv. **Confidentiality:** Notwithstanding any conflicting laws and regulations, both parties acknowledge and agree to maintain the confidentiality of any sensitive or proprietary information shared during the audit process. Audit findings and communications shall be treated as confidential, with disclosure limited to those who need-to-know for the purpose of addressing identified cybersecurity concerns.

E. **Disaster Recovery.** Company further warrants it has implemented backup and disaster recovery technology consistent with current industry standards and practices. Any certificate signed by an officer of the Company and delivered to LP&L pursuant to or in connection with this Agreement shall be deemed to be a representation and warranty by the Company to LP&L as to the matters set forth therein.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. Company shall provide access to its books and records to LP&L. LP&L may audit, at its expense and during normal business hours, Company's books and records with respect to this Contract between Company and LP&L.

C. Records. Company shall maintain records that are necessary to substantiate the Services provided by Company.

D. Assignability. Company may not assign this Contract without the prior written approval of LP&L.

E. Successor and Assigns. This Contract binds and inures to the benefit of LP&L (and the City, as applicable) and Company, and in the case of LP&L and the City, their respective successors, legal representatives, and assigns, and in the case of Company, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by Company and LP&L.

I. Entire Agreement. This Contract, including all Exhibits attached hereto, contains the entire agreement between LP&L and Company, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Company and LP&L.

K. Notice of Waiver. A waiver by either LP&L or Company of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

L. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than LP&L and Company.

M. Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding anything to the contrary, Force Majeure does not include any delay or inability to perform due to an outbreak of the novel coronavirus (COVID-19). In the event a party claims excuse under Force Majeure as provided herein, each party agrees to make a good faith effort to perform its obligations hereunder.

N. Non-Appropriation. All funds for payment by LP&L under this Contract are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Contract, LP&L will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Company on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Contract beyond the Non-Appropriation Date.

O. Non-Boycott of Israel. Company hereby warrants that it is in compliance with Chapter 2271, 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.

P. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Company agrees that the Agreement can be terminated if Company 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, Company agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the Agreement, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

Q. Ownership Representation and Warranty. To the extent Chapter 2275, Texas Government Code applies to this Agreement, Company 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 Company, 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. Company warrants and represents that LP&L's Agreement with Company therefore does not and will not violate Texas Government Code Section 2275.0101, et seq.

R. Non-Discrimination against Firearm Entities/Trade Associations. Company 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.

S. Non-Boycott of Energy Companies. Company 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.

T. Disclosure of Interested Parties. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Company shall submit a disclosure of Interested Parties (“Disclosure Form”) to LP&L (to the attention of LP&L’s Purchasing Department) at the time Company 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 Company has not submitted a Disclosure Form pursuant to this section, Company represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

U. Conflict of Terms. In the event of a conflict between the terms of this Agreement and any attached Exhibits or Appendices, the terms of this Agreement shall control.

EXECUTED as of the Effective Date hereof.

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

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Collectech Diversified, Inc.

By: 

Name: Scott T. Drury

Title: President/CEO



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: June 17, 2025

Summary:

Consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order, by and between the City of Lubbock, acting by and through LP&L, and Enterprise Security Solutions of Texas (ESST), for the purchase and installation of a substation security system under The Interlocal Purchasing System (TIPS) contract 24020301.

Background/Discussion:

The purpose of this contract is to purchase and install a security system including camera surveillance, access control, and network system components at LP&L's Posey, Yellow House, and Dunbar substations.

LP&L is continuing to enhance the security and compliance posture of its critical infrastructure. This project provides a comprehensive security solution at three (3) key substations (Posey, Yellow House, and Dunbar) by installing video surveillance systems, integrated access control, and supporting network infrastructure. Each site will be equipped with eight (8) cloud-connected Avigilon cameras providing full coverage of the fence line and interior areas. These feeds will provide notifications and be monitored from LP&L's Operations Center using edge storage and fiber-based connectivity.

Access control at each location will include card readers at the entry gate and service building, automated gate controls with ingress and egress devices, and fully integrated lock hardware and controllers. Network components, including Power of Ethernet (PoE) switches, fiber converters, and surge protection, will support secure operation and centralized oversight. The system will be restricted to authorized personnel and designed to meet operational and regulatory compliance needs. All equipment includes a one-year warranty, with optional support available beyond the initial term.

The purchase is made available through TIPS Contract 24020301 – Security Products and Services. Texas Local Government Code Chapter 271.083 and Texas Government Code Chapter 791.025 authorize such procurements through the TIPS program, meeting all competitive bidding requirements.

Fiscal Impact:

A total of **\$750,000.00** is appropriated and **\$749,978.00** is available in account number **92789 (NERC Security for Substation)** for this purpose.

Recommendation:

Staff recommend award of the TIPS contract 24020301, for the purchase and installation of a substation security, to **Enterprise Security Solutions of Texas Inc., of Justin, Texas** in the amount of **\$328,254.23**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
June 17, 2025**

Capital Project Number: 92789
 Capital Project Name: NERC Security for Substations

	Budget
Total Appropriation	\$ 750,000
Expended	<i>Contract or PO Number</i>
Inventory Issue	\$ (22)
Expended to Date	\$ (22)
Encumbered	<i>Contract or PO Number</i>
Encumbered to Date	\$ -
Agenda Item June 17, 2025	<i>Contract or PO Number</i>
Enterprise Security Solutions - CCTV	TIPS 24020301 \$ (328,254)
Agenda Items for Consideration	\$ (328,254)
Estimated Costs for Remaining Appropriation	
Contingency	\$ (421,723)
Estimated Costs for Remaining Appropriation	\$ (421,723)
Remaining Appropriation	-

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 award a quote to Enterprise Security Solutions of Texas Inc., of Justin, Texas, for substation security system for Posey, Yellow House, and Dunbar substations (the “Equipment”);

WHEREAS, pursuant to Section 16 of LP&L’s Purchasing Procedures, LP&L may make purchases through state or local Government contracts or cooperative purchasing agreements, including The Interlocal Purchasing System (TIPS), as applicable with Board approval;

WHEREAS, this purchase was made through TIPS, Contract 24020301 using the The Interlocal Purchasing System;

WHEREAS, this purchase is allowed pursuant to the Cooperative Purchasing Provisions in LP&L’s Purchasing Procedures; NOW THEREFORE:

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

THAT the Purchasing Manager, 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 (“LP&L”), that certain Purchase Order by and between LP&L and Enterprise Security Solutions of Texas Inc., of Justin, Texas, regarding TIPS Contract 24020301 for the Equipment, and any documents related thereto.

Passed by the Electric Utility Board this 17th day of June, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrator Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: June 17, 2025

Summary:

Consider a resolution authorizing the Purchasing Manager, or his designee, to execute a purchase order, by and between the City of Lubbock, acting by and through LP&L, and Bell Electrical Co., Inc., of Woodside, New York, Invitation to Bid (ITB) #7108-25-ELD, LP&L 500 KCM Copper Cable.

Background/Discussion:

The purpose of this bid is for the purchase of four (4) reels 15,000 ft of 500 KCM, 25kV, CU copper cable. The cable is to be purchased and stored by the City of Lubbock Central Warehouse and will be used as needed to support the continued growth and development of electric distribution. This bid is for \$372,000 with a 120 day delivery.

Fiscal Impact:

This contract will be funded on an as needed basis by various annual capital projects and operating accounts.

Recommendation:

Staff recommends award of ITB #7108-25-ELD, LP&L 500 KCM Copper Cable, to **Bell Electrical Supply Co., Inc., of Woodside, New York** for **\$372,000.00** with a delivery of 120 days, or such alternative action as the Electric Utility Board may deem appropriate.

Prepared by the Purchasing Department for the June 17, 2025 Electric Utility Board Meeting

(ITB) #7108-25-ELD, LP&L 500 KCM Copper Cable

Closed: May 20, 2025 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days ARO
1	15,000	FT	500 KCM, 25KV, CU Copper # 614540150				
			KBS Electric	Austin, TX	\$ 18.11	\$ 271,650.00	350 Days
			Techline Inc.	Amarillo, TX	\$ 20.96	\$ 314,400.00	378 Days
			Anixter, Inc.	Lubbock, TX	\$ 21.22	\$ 318,300.00	343 Days
			Wholesale Electrical Supply	Texarkana, TX	\$ 23.89	\$ 358,383.00	315 Days
			Production Distribution	Chicago, IL	\$ 24.39	\$ 365,809.50	200 Days
			Bell Electrcial Supply	Woodside, NY	\$ 24.80	\$ 372,000.00	120 Days
			M2 Federal Inc.	San Marcos, TX	\$ 30.92	\$ 463,800.00	294 Days

NQAS - Not Quoted as Specified

Kijero LLc

Recommended for Award Based on Delivery

Bell Electrcial Supply Woodside, NY \$ 372,000.00

TAB SHEET

RESOLUTION

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

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

THAT the City of Lubbock, acting by and through Lubbock Power & Light, as concerns ITB #7108-25-ELD (the “Bid”), respecting the property described as Lubbock Power & Light 500 KCM Copper Cable, as more particularly described in the Bid (the “Property”), to Bell Electrical Supply Co., Inc., of Woodside, New York.

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

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

Passed by the Electric Utility Board this 17th day of June, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrator Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: June 17, 2025

Summary:

Consider a third amendment for Revised Pricing for Network Performance Monitoring Services - Annual Pricing under Itron Master Sales Agreement.

Background/Discussion:

In the current ITRON contract-initiated June 14, 2018, line-item NaaS 5 - Network Performance Monitoring services, includes the original annual cost of \$143,833.44. This service covers Cisco Connected Grid Routers (CGR) maintenance fees along with N2 Electric field contract work, initially totaling 42 CGRs.

As of the five year milestone of the effective date of the contract, the vendor has submitted a revised pricing structure to reflect the increase in the number of CGR routers, which has grown from 42 to 86. The updated quote proposes a new annual cost of \$168,855.01. This amount has been itemized as follows:

- Cisco CGR Maintenance: \$100,591.62
- N2 Electric: \$68,263.39

These changes align with the terms of the contract and account for the expanded scope of services due to the increased equipment inventory. The adjustment is proposed for implementation effective with the sixth year of the contract.

This ninth amendment is also subject to approval of the Lubbock City Council.

Fiscal Impact:

Funds are available in account number **7512 (LP&L Customer Information Systems)** for this purpose.

Recommendation:

Staff recommends approval from both the Electric Utility Board (EUB) and the Lubbock City Council for a third amendment to the MSA with **Itron, Inc. of Liberty Lake, Washington**, to adjust certain NaaS rates by **\$25,021.57** from **\$143,833.44** to **\$168,855.01** for the Network Performance Monitoring Services - Annual Pricing, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, the City of Lubbock (the “City”) and Itron, Inc. (“Itron”) entered into a Master Sales Agreement, entered into on or about June 14, 2018, Electric Utility Board Resolution No. EUB 2018-R0041 and City Council Resolution No. 2018-R0194 (the “Original Agreement”) to provide the City with advanced electric meter infrastructure and advanced water meter infrastructure;

WHEREAS, the Original Agreement was amended by the First Amendment to Master Sales Agreement, dated March 10, 2020, by City Council Resolution No. 2020-R0084 and EUB resolution 2020-R0030 (“First Amendment”);

WHEREAS, the Original Agreement was amended by the Second Amendment to Master Sales Agreement, dated September 22, 2021, by City Council Resolution No. 2021-R0437 and EUB resolution 2021-R0071 (“Second Amendment”);

WHEREAS, the Electric Utility Board and the City Council of the City of Lubbock, possess joint jurisdiction over the contracting for the subject infrastructure and services due to the inclusion of both electric and water metering infrastructure;

WHEREAS, LP&L and Itron wish to adjust certain rates to reflect changes to Network as a Service services provided;

WHEREAS, the City and Itron wish to amend the Original Agreement, as amended, to address such issues; NOW THEREFORE:

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

THAT the Electric Utility Board hereby authorizes and directs LP&L’s Chief Administrative Officer 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 Third Amendment to Master Sales Agreement, by and between LP&L and Itron, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

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

That the Electric Utility Board hereby recommends to the City Council of the City of Lubbock that it likewise approve a resolution authorizing the Third Amendment to Master Sales Agreement within ninety (90) days of this resolution.

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

THAT this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize the Chief Administrative Officer or his designee to execute this Third Amendment to Master Sales Agreement by and between LP&L and Itron, Inc. within days (90) days of the date hereof.

Passed by the Electric Utility Board this 17th day of June, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

THIRD AMENDMENT TO MASTER SALES AGREEMENT

This Third Amendment to Master Sales Agreement (“Third Amendment”), is entered into and effective this 20th day of May, 2025, by and between City of Lubbock, Texas, acting by and through its Electric Utility Board and City Council (“City”), and Itron, Inc., a Washington corporation (“Itron”).

WITNESSETH

WHEREAS, the City and Itron entered into that certain Master Sales Agreement (the “Original Agreement”), on or about June 14, 2018, by City Council Resolution No. 2018-R0194 and Electric Utility Board Resolution No. EUB 2018-R0041, wherein Itron agreed to sell, and provide certain installation, maintenance, and support services relating to, automatic meters and metering, as described more particularly thereunder (“Services”);

WHEREAS, the Original Agreement was amended by the First Amendment to Master Sales Agreement, dated March 10, 2020, by City Council Resolution No. 2020-R0084 and EUB resolution 2020-R0030 (“First Amendment”);

WHEREAS, the Original Agreement was amended by the Second Amendment to Master Sales Agreement, dated September 22, 2021, by City Council Resolution No. 2021-R0437 and EUB resolution 2021-R0071 (“Second Amendment”);

WHEREAS, the City requires changes to services and costs to continue services;

WHEREAS, the City and Itron now desire to amend the Original Agreement, as amended, to provide for such matters;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Itron hereby amend the Original Agreement, as amended, as follows:

1. Annual Cost Breakdown item NaaS-5: Network Performance Monitoring for \$143,833.00 on page 5 of Appendix 1 to the Original Agreement is deleted and replaced with the following:
 - a. Cisco CGR Maintenance: \$100,591.62
 - b. N2: \$68,263.39
2. That the City of Lubbock and the Electric Utility Board delegate the authority to execute this agreement to the Chief Administrative Officer of LP&L.
3. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF,

City of Lubbock, acting by and through
the Electric Utility Board of the City of
Lubbock

Gwen Stafford, Chair

APPROVED AS TO CONTENT:

Joel Ivy, LP&L Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Itron, a Washington Corporation

By: Joel Vach
D4BB7D03A21F4BB

Name: Joel vach

Title: VP Tax, Corporate Treasurer, MD&A



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: June 17, 2025

Summary:

Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a first amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through LP&L, and INPOWERD, LLC, for NERC Cyber Security consulting and compliance support services to increase the current not-to-exceed of \$500,000.00 by \$450,000.00 to \$950,000.00, and to extend the term of the agreement by one year.

Background/Discussion:

On June 18, 2024, LP&L entered into a PSA with INPOWERD, LLC to provide specialized staffing services for a NERC Cyber Security Consulting Manager position. This role supports emergent and ongoing compliance with Federal mandates related to the NERC Critical Infrastructure Protection (CIP) standards. Given the continued need for this expertise, LP&L seeks to amend the agreement to:

- Extend the term by one additional year through June 30, 2026.
- Increase the not-to-exceed contract amount by \$450,000.00, for a total of \$950,000.00.

The services performed include managing LP&L's NERC CIP compliance program, leading the EMS Team, mentoring internal personnel, developing and implementing internal controls, responding to NERC/Regional Entity requests, and conducting internal audits and reviews. The consultant will continue serving as the primary subject matter expert for applicable NERC CIP standards.

This amendment also incorporates updated billing rates in Exhibit A-1 applicable to the extension term, without affecting the original agreement's structure or scope.

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 a first amendment to the PSA with **INPOWERD, LLC**, extending the agreement by one-year from June 30, 2025 to June 30, 2026, and increasing the contract not-to-exceed amount by **\$450,000.00** from **\$500,000.00** to **\$950,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, entered into a Professional Services Agreement (the “Agreement”) with INPOWERD, LLC on June 18, 2025, related to professional services to provide qualified temporary personnel to assist with ongoing and future operations and compliance needs (the “Activities”).

WHEREAS, LP&L desires to amend the Agreement to add a new rate sheet for new temporary staff and to extend the Agreement for an additional year. 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 First Amendment to Professional Services Agreement, by and between LP&L and INPOWERD, LLC, as attached hereto and incorporated herein as though set forth fully herein in detail;

Passed by the Electric Utility Board this 17th day of June, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

**FIRST AMENDMENT
to
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“First Amendment”) to Professional Services Agreement (the “Original Agreement”), is entered into this 17th day of June, 2025, by and between the City of Lubbock, Texas, a Texas home-rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”), and INPOWERD, LLC (“INPOWERD” or “Contractor”) a Tennessee Domestic Limited Liability Corporation authorized to conduct business in Texas (“Company”).

WITNESSETH

WHEREAS, LP&L and Company entered into a Professional Services Agreement dated June 18, 2024, wherein LP&L contracted with Company to perform required staffing services to meet Federal compliance requirement, as more particularly described in the Original Agreement (“Services”);

WHEREAS, LP&L and Company desire to include new rates into the existing agreement without superseding the original rates;

WHEREAS, LP&L and Company desire to extend the term of the Original Agreement;

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

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

1. Exhibit A-1 is incorporated into Exhibit A. All references to Exhibit A shall also refer to Exhibit A-1 for appropriately designated employees.

2. The Initial Term of the Agreement is extended for an additional one year to expire on June 30, 2026.
3. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:
4. **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 or EFT. The total consideration to be paid to INPOWERD for the Initial Term shall not exceed the sum of Nine Hundred Fifty Thousand and no/100 dollars (\$950,000.00).
5. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and in force.

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

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

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Blair McGinnis, Chief Operating Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

INPOWERD, LLC

By: 

Name: Earl W. Shockley

Title: President and CEO

Exhibit A-1

Pursuant to the terms and conditions of the Services Agreement (“Agreement”) as amended on June 17, 2025, 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

Temporary Worker Job Title:	LPL NERC CIP Cyber Security Consultant
Temporary Worker Job Description:	<p>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.</p> <p>Lead and mentor the CIP Team in support of team performance, efficiency, and personnel development.</p> <p>Serve as CIP Senior Manager delegate and project manager for EMS related projects.</p> <p>Assess and develop internal controls related to LP&L’s CIP program to mitigate risk of non-compliance with the NERC CIP reliability standards.</p> <p>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.).</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&L’s NERC CIP compliance contributors.</p> <p>Interpret NERC CIP reliability standards and evaluate the business implications of existing, new, and revised</p>

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.

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.

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.

Engagement Start Date:	07/01/2025
Straight Time Billing Rate:	\$250.00/hour
Overtime Billing Rate:	Billed at Straight Time Rate

Additional Billing Considerations

Holiday Pay:	City of Lubbock Holiday Schedule – 10 designated and 1 Floating Holiday
Vacation Leave:	0 PTO Hours
Straight Time Minimum:	960 work/per year, 80 hours onsite for two weeks each month. (Adjust based on Holiday, Sick, and Vacation negotiations)
Straight Time Maximum:	2080 work/per year, 80 hours onsite for two weeks each month , up to 0-80 hours every month when offsite/remote. (Adjust based on Holiday, Sick, and Vacation negotiations)
Overtime:	Billed at Straight Time Rate

Agreed and Accepted:

Agreed and Accepted:

INPOWERD LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

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

By: 
 Name: Earl W. Shockley
 Title: President and CEO
 Date: June 6, 2025

FORM OF STATEMENT OF WORK

Task Order or Project No. 2025-01

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 – Not to Exceed

Contract Period	6 mos.	9 mos.	12 mos.
Total	\$ 300,000.00	\$ 450,000.00	\$ 600,000.00

The costs above contain the following assumptions:

- 2080 work hours per year.
- All City of Lubbock 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: Earl W. Shockley

Name: Earl W. Shockley

Title: President and CEO

Date: June 6, 2025



Lubbock Power & Light
Electric Utility Board
Agenda Item Summary

Meeting Date: June 17, 2025

Summary:

Consider Blue Heron Consulting Corporation (BHC) and Powerconnect.AI LLC (PCAI) proposal to continue supporting LP&L with the next phase of AI customer service enhancements through the implementation of the Agent Assist 360 SaaS solution.

Background/Discussion:

Following the successful completion of the 3-month AI Training Tool pilot project, LP&L intends to proceed with full-scale deployment of the Agent Assist 360 platform. This Software-as-a-Service (SaaS) solution will support 17 customer service agents, providing AI-driven assistance for daily operations. The annual costs include:

- **SaaS Agent Assist License Fee:** \$35,200.00
- **Annual Software Maintenance:** \$6,336.00
- **AWS Hosting:** \$5,160.00
- **Development Hours:** 80 hours included annually to support LP&L AI initiatives
- **Additional Users:** May be added at \$50.30/user/month

This offering includes discounted annual licensing, software maintenance, AWS hosting, and development support over a 3-year period, building on the initial proof of concept (POC) phase.

Total annual cost is \$46,696.00, reflecting a 23% discount from standard pricing. Over a three-year period, the cumulative cost for Agent Assist 360 is \$140,088.00. Including the previously completed POC phase, total projected cost over three years is \$161,278 with the ability to add up to 37 additional users as needed with a not to exceed amount of \$208,000.00.

The purchase is made available through the ESC-Region 19 Allied States Cooperative Contract 25-7511 – Technology, Hardware, Software, Services and Related. Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Fiscal Impact:

Funds are available in account **7512 (Customer Information Systems)** for this purpose.

Recommendation:

Staff recommends execution of a 3-year agreement with BHC and PCAI for implementation and support of the Agent Assist 360 AI solution with a not to exceed amount of **\$208,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

WHEREAS, LP&L desires to enter into a Software Services Agreement with Blue Heron Consulting and PowerConnect A.I.), a New York corporation, wherein Blue Heron Consulting and PowerConnect A.I. will provide access to its artificial intelligence service for use by the City of Lubbock Utilities Department to enhance customer service performance, as described more particularly in the Agreement (the “Services”); NOW, THEREFORE:

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

THAT the LP&L Chief Administrative Officer 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 Professional Services Agreement, by and between LP&L and Blue Heron Consulting and PowerConnect A.I., as attached incorporated herein as though set forth fully in detail, and any documents related thereto.

Passed by the Electric Utility Board this 17th day of June, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

SOFTWARE SUPPORT SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), signed as of the 17th day of June, 2025 and effective July 1, 2025 (the "Effective Date"), is by and between the City of Lubbock, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light ("LP&L"), and Blue Heron Consulting Corporation (BHC) and PowerConnect AI LLC ("PCAI"), ("Consultant").

WITNESSETH

WHEREAS, LP&L desires to obtain software support services related to the usage of an artificial intelligence ("A.I.")-powered staff support program (the "Activities" or "Project"); and

WHEREAS, Consultant has a professional staff experienced and qualified to provide professional consulting services related to the Activities, and will provide the services, as defined below, for the price as specified in the Statement of Work and pricing terms of Consultant's proposal; and

WHEREAS, LP&L entered into a Cooperative Purchasing Agreement with Allied States Cooperative ESC 19 on March 27, 2025 in order to streamline procurement of certain services, including services through Blue Heron Consulting Corporation Contract Number 25-7511; and

WHEREAS, LP&L desires to contract with Consultant under the Cooperative Purchasing Agreement in order to provide software support services related to the Activities and Consultant desires to provide the Services related to same.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, LP&L and Consultant hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of one (1) year from the effective date ending on June 30, 2026. Unless

either Party provides a 60-day notice of termination or non-renewal, the Contract will automatically renew for a one-year term. The contract may auto-renew for up to two (2) one-year terms, ending June 30, 2028. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by LP&L, acting through the body wherein jurisdiction of this Agreement, as amended, lies.

ARTICLE II. SERVICES AND COMPENSATION

A. Consultant shall conduct all activities within such timeframes as set forth in the Statement of Work, attached hereto as Exhibit “A” (the “Services”).

B. Consultant shall receive compensation in lump sum payments on the completion of certain milestones, as described in Exhibit “A”. Consultant shall invoice LP&L monthly in an amount equal to actual hours of Services furnished multiplied by the current billing rate of the Consultant and the number of authorized users. The LP&L Chief Administrative Officer may authorize a change order increasing or decreasing the number of authorized users so long as the cost per user remains the same

C. The total sum (“Not to Exceed”) to be paid hereunder shall not exceed, in any circumstance, the sum of Two Hundred Eight Thousand and No/100 Dollars (\$208,000.00). The LP&L Chief Administrative Officer may authorize a change in the Not-to-exceed of up to twenty five percent of the Not-to-Exceed as long as the total sum of the change does not exceed Ninety-Nine Thousand Nine Hundred Ninety-Nine and No/100 Dollars (\$99,999.00) for the life of the Agreement. Any further amendment to this Agreement resulting in a further increase in the Not-to-Exceed must be approved by LP&L, acting through the body wherein jurisdiction of this Agreement, as amended, lies.

D. Tax-Exempt Entity. Consultant understands that LP&L is a tax-exempt entity and, as such, shall not be responsible for any applicable taxes to Consultant.

ARTICLE III. TERMINATION

A. General. Either Party may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to the other Party. In the event this Agreement is so terminated, LP&L shall only pay Consultant for services actually performed by Consultant up to the date Consultant is deemed to have given or received notice of termination, as provided herein.

B. Material Breach. Any failure by Consultant to provide adequate services shall constitute a material breach. If Consultant fails to cure within 30 business days of receiving written notice of the breach, Consultant shall owe a full refund to LP&L, in addition to any other equitable remedies available at law.

C. Termination and Remedies. In the event Consultant breaches any term and/or provision of this Contract, LP&L shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. Consultant is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Power. Consultant has the power and authority to enter into and perform this Contract in accordance with the terms hereof, and lawfully perform all activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all requisite action on the part of Consultant. This Contract constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms hereof.

D. Consultant. Consultant maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all relevant laws, rules and regulations, both state and federal, including, without limitation, the applicable laws regarding the Activities contemplated hereby.

E. Performance. Consultant will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional consulting services, and shall comply with all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

F. Use of Copyrighted Material. Consultant warrants that any Services provided by Consultant for LP&L pursuant to this Contract shall not include or contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. Consultant shall be solely responsible for ensuring that any Services provided by Consultant pursuant to this Contract satisfy this requirement and Consultant shall defend and indemnify and hold LP&L and the City of Lubbock harmless from all liability or loss caused to LP&L and/or the City of Lubbock or to which LP&L and/or the City of Lubbock is exposed on account of Consultant's failure to perform this duty.

ARTICLE VI. INDEPENDENT CONSULTANT STATUS

Consultant and LP&L agree that Consultant shall perform the duties under this Agreement as an independent contractor and shall be considered an independent contractor under this Agreement and/or in its activities hereunder for all purposes. Consultant has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Consultant and Consultant's employees and/or approved sub-consultants, will not be considered, for any purpose, employees or agents of LP&L and/or the City of Lubbock within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health care or retirement benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VII. RETAINING OF CONSULTANTS

Subject to the terms herein, Consultant may retain consultants, contractors, or other third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Consultant, as set forth on Exhibit "A", attached hereto, under this Contract, provided that LP&L approves the retaining of Sub-consultants, which approval shall not be unreasonably withheld or delayed. Consultant is at all times responsible to LP&L to perform the Services as provided in this Agreement and Consultant is in no event relieved of any obligation under this Contract upon retaining of any approved Sub-consultant. Any agent or Sub-consultant retained by Consultant shall be required by Consultant to carry, for the protection and benefit of the City (as defined in Article VII, above) and Consultant and naming said third parties as additional insureds, insurance as described above required to be carried by Consultant in this Contract.

ARTICLE VIII. INSURANCE

Consultant 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 of Lubbock (as used in this Article VIII, collectively, the "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. Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, cyber liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages except any liability arising out of a contract provision which goes beyond an express or implied obligation to exercise reasonable skill and care, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry a Best's, or equivalent, Rating of A- or better. Except for Professional Liability, the policies will be written on a claims-made basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000.00

General Aggregate Limit: \$2,000,000.00

Worker's Compensation

Per Occurrence Single Limit: Statutory

Employer Liability

(Required with W.C.) \$1,000,000.00

Professional Errors and Omissions Requirement:

Per Occurrence Single Limit: \$1,000,000

Technology Errors and Omissions Requirement:

Per Occurrence Single Limit: \$1,000,000.00

Cyber Liability:

General Aggregate Limit: \$1,000,000

Cyber liability coverage shall be sufficiently broad to cover the duties and obligations undertaken by Consultant in this Agreement, including, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs,

regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Consultant shall further cause any approved Sub-consultant to procure and carry the identical insurance coverage, and for the term, required of Consultant 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 Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverages, except any liability arising out of a contract provision which goes beyond an express or implied obligation to exercise reasonable skill and care, fire damage, and medical expenses for any one person, for Employer's Liability, and for Automobile liability. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and worker's compensation policies. Consultant shall provide a Certificate of Insurance to the City as evidence of coverage.

Consultant shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage throughout the term of the Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Consultant or any Sub-Consultant on the job with limits of at least \$500,000.00. The Consultant shall also have Employers Liability Insurance with limits of \$1,000,000.00. A copy of the waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Consultant or any cancellation or non-renewal of workers' compensation insurance coverage for the Consultant shall be a material breach of the contract.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice of non-payment. If at any time during the life of the Agreement or any extension hereof, Consultant 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 shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

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

ARTICLE IX. CONFIDENTIALITY

Each party ("Recipient") agrees to keep confidential any information it receives from the other party ("Disclosing Party") in the course of the Agreement which, by denotation or reasonable circumstances, is considered confidential to the Disclosing Party. The Recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the Disclosing Party's prior written consent, provided however that each party may share such information with its officers, employees, affiliates, subsidiaries or subcontractors who are subject to confidentiality obligations reflecting the principles herein. The obligations set forth herein, shall not apply to any information which: (i) was or becomes known to the recipient from a third party without any confidentiality obligation; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the Recipient; (iii) is required to be disclosed by any competent court, governmental agency, flag state administration, or other relevant public authority in accordance with applicable law, court order or other public regulation; or (iv) has demonstrably been developed by the Recipient independently from this Agreement. If the parties enter into a Non-Disclosure Agreement, the most recent version of that Agreement shall control.

ARTICLE X. INDEMNITY

CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE

GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY KIND OR TYPE, OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONSULTANTS, OR ANY OTHER PARTY OR ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE CITY OF LUBBOCK'S (ACTING BY AND THROUGH LP&L) AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, AND ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE CITY IS INVALID. NOTHING IN THIS AGREEMENT REQUIRES THAT THE CITY INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XII. NOTICE

A. General. Whenever notice from Consultant to LP&L or LP&L to Consultant is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt

requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Consultant's Address. Consultant's address and numbers for the purposes of notice are:

BHC Global
Attn: Nelson Rivera
90 Air Park Drive, Suite 200
Rochester, NY 14624
Telephone: (800) 253-3449

C. LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
Attn: Clint Gardner
1314 Ave K 5th Floor
Lubbock, Texas 79401
Telephone: (806) 775-3034

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIII. LP&L-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. LP&L may furnish Consultant non-confidential studies, reports and other available data in the possession of LP&L pertinent to Consultant's Services under this Contract (the "Provided Data"). Consultant shall be entitled to use and rely on such Provided Data, so long as such reliance is reasonable.

ARTICLE XIV. CYBERSECURITY AND DATA PRIVACY

A. **Cybersecurity Warranty.** Consultant hereby warrants, to the full extent of its knowledge and ability, that there has been no material security breach or material compromise of or relating to any of the Consultant's information technology and computer systems, networks, hardware, software, data (including data of their respective customers, employees, suppliers, Consultants, and any third party data maintained by or on behalf of them), equipment or technology (collectively "IT Systems and Data") and Consultant has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any material security breach or other material compromise of their IT Systems and data.

To the extent required by law, in accordance with Section 2054.138 of the Texas Government Code, Consultant certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Consultant's compliance with the required controls. Consultant also, to the extent required by applicable law, represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. **Statutory Compliance.** Consultant further warrants it is presently in compliance with all applicable laws, statutes, judgments, orders, rules and regulations of any court, governmental, or regulatory authority, internal policies, and contractual obligations relating to the privacy and security of IT Systems and Data, and to the protection of IT Systems and Data from unauthorized use, access, misappropriation, or modification, except as would not, in the case of this Article XIV, individually or in the aggregate, result in a materially adverse effect.

C. **Data Breach Notification.** In the event of a Data Breach or Data Incident, Consultant shall (i) notify LP&L of a Data Breach as soon as practicable, but no later than 24 hours after Consultant becomes aware of the Data Breach and (ii) notify LP&L of a Data Incident promptly after Consultant determines that the Data Incident did not rise to the level of a Data Breach. Immediately following the Consultant's notification to LP&L of a Data Breach, Consultant and LP&L shall coordinate to investigate the Data Breach. Consultant shall bear all costs and expenses of the investigation and reporting of Data Breach caused by Consultant, and shall cooperate with LP&L's personnel, including any insurance carriers to which LP&L reports

the incident, fully, including, without limitation, by providing access to LP&L and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials requested. Consultant expressly agrees that it shall not inform any third party, including law enforcement, consumer reporting agencies, or affected employees or consumers, of any Data Breach without first notifying LP&L, other than to inform a complainant that the matter has been forwarded to LP&L's counsel. LP&L shall have the sole right to determine whether notice of the Data Breach shall be reported to third parties, including law enforcement, consumer reporting agencies or as otherwise required, and LP&L shall have the sole discretion over the contents of any such notice. Consultant shall undertake any instructed notice at its sole expense.

D. **Audit Rights.** LP&L shall have the right to conduct cybersecurity audits of the Consultant's systems, processes, and controls as they pertain to the services provided under this Agreement using an approved third-party auditor. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

- i. **Audit Scope:** The cybersecurity audit shall encompass the following areas data protection measures, access controls, encryption, incident response procedures, and compliance with relevant cybersecurity standards or regulations. The audit will be conducted using industry-recognized cybersecurity frameworks and best practices, as well as any security requirements outlined in this Agreement.
- ii. **Audit Access:** Consultant agrees to provide LP&L or its designated representatives with access to relevant systems, networks, logs, and documentation necessary for the audit. This includes providing the necessary technical information and facilitating any required on-site or remote assessments.
- iii. **Audit Resolution:** Consultant or the auditor will provide LP&L with a written report detailing the audit findings, including any identified vulnerabilities, gaps, or areas of non-compliance. Consultant agrees to promptly address and remediate any identified cybersecurity issues in a timely manner. In the case of serious security risks, both parties will collaborate to implement immediate corrective actions.
- iv. **Confidentiality:** Notwithstanding any conflicting laws and regulations, both parties acknowledge and agree to maintain the confidentiality of any sensitive or proprietary information shared during the audit process. Audit findings and communications shall be

treated as confidential, with disclosure limited to those who need-to-know for the purpose of addressing identified cybersecurity concerns.

E. Disaster Recovery. Consultant further warrants it has implemented backup and disaster recovery technology consistent with current industry standards and practices. Any certificate signed by an officer of the Consultant and delivered to LP&L pursuant to or in connection with this Agreement shall be deemed to be a representation and warranty by the Consultant to LP&L as to the matters set forth therein.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. Consultant shall provide access to its books and records to LP&L. LP&L may audit, at its expense and during normal business hours, Consultant's books and records with respect to this Contract between Consultant and LP&L.

C. Records. Consultant shall maintain records that are necessary to substantiate the Services provided by Consultant.

D. Assignability. Consultant may not assign this Contract without the prior written approval of LP&L, which approval shall not be unreasonably withheld or delayed.

E. Successor and Assigns. This Contract binds and inures to the benefit of LP&L (and the City, as applicable) and Consultant, and in the case of LP&L and the City, their respective successors, legal representatives, and assigns, and in the case of Consultant, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN

LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by Consultant and LP&L.

I. Entire Agreement. This Contract, including Exhibit "A", attached hereto, contains the entire agreement between LP&L and Consultant, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and LP&L.

K. Documents Owned by Consultant. Any and all documents, drawings, intellectual property rights in the information and data, and specifications prepared by Consultant as part of the Services hereunder, which contain Consultant Intellectual Property, whether copyrighted or not, shall remain the property of Consultant and Consultant hereby grants LP&L the perpetual right to use those work products for their own internal use. City shall have a royalty free non-transferable worldwide right to use and copy the Deliverables solely for its ordinary business purposes. Intellectual Property means work product and proprietary methods used by Consultant to complete the project as outlined in the Statement of Work. LP&L has the right to use any documents produced by Consultant but cannot distribute such documents to any external agency or company without prior approval from Consultant. Consultant will not withhold that approval

without clear explanation to LP&L as to the reason. Each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Contract, including all improvements, modifications, or developments thereto (Pre-Existing IPR”) and, except as explicitly set out in this Contract, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights thereto.

L. Notice of Waiver. A waiver by either LP&L or Consultant of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party’s rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than LP&L and Consultant.

N. Non-Appropriation. All funds for payment by LP&L under this Contract are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Contract, LP&L will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the “Non-Appropriation Date”). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Contract beyond the Non-Appropriation Date.

O. Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding anything to the contrary, Force Majeure does not include any delay or inability to perform due to an outbreak of the novel coronavirus (COVID-

19). In the event a party claims excuse under Force Majeure as provided herein, each party agrees to make a good faith effort to perform its obligations hereunder.

P. Non-Boycott of Israel. Consultant warrants that it is in compliance with Chapter 2270, 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.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Consultant agrees that the Agreement can be terminated if Consultant 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, Consultant agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the Agreement, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

R. Non-Boycott of Energy Companies. Consultant 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 boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.

S. Disclosure of Interested Parties. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Consultant shall submit a disclosure of Interested Parties (“Disclosure Form”) to LP&L (to the attention of LP&L’s Purchasing Department) at the time Consultant 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 Consultant has not submitted a Disclosure Form pursuant to this section, Consultant represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

T. Correction of Performance Issues. Should either party detect any discrepancies, errors or omissions in any Deliverables or Services within thirty (30) days after delivery or completion of the Services, whichever occurs first, it shall notify the other party without undue delay and specify the nature and extent of the occurrence. To the extent such occurrence is not attributable to City or subcontractors, Consultant may in its own discretion rectify said discrepancies, errors or omissions or re-perform the relevant part of the Deliverable or Services within a reasonable period of time. Provided that Consultant's rectification or re-performance is successful, there shall be no further recourse for City for defective Deliverables or Services.

U. Conflict of Terms. In the event of a conflict of terms between the Agreement and any approved attached exhibit, the terms of this Agreement shall control.

EXECUTED as of the Effective Date hereof.

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

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

By: Blue Heron Consulting Corporation

Name: *Stephen E Northrup*

Title: Stephen E Northrup / President CEO

STATEMENT OF WORK

This Statement of Work (this “**SOW**”) is entered into as of the July 1, 2025, between Lubbock Power & Light (“**Company**”) and BHC Global (“**Consultant**”). Capitalized terms used and not defined in this SOW will have the meanings ascribed to them in the Agreement.

PROJECT BACKGROUND:

Company is looking to leverage the PowerConnect.AI (“PCAI”) Agent Assist 360 computer software system to enhance customer service by improving access to their customer service training documentation using an AI-based system for their customer service representatives (“CSRs”).

The PCAI Agent Assist 360 platform supports CSRs by providing real-time-driven insights, automating repetitive tasks, and integrating seamlessly with Oracle or other CIS/Billing platforms.

This will provide the following benefits for the Company:

- allow CSRs to provide customer service to customers with a high level of consistency and quality
- help new CSRs come up to speed faster on Company’s documented customer service procedures
- improve utilization of customer service documentation via an efficient, natural user interface
- allow tracking of customer service training documentation usage and quality

PROJECT SCOPE:

Consultant will provide the following Services to the Company:

1. Convert the existing PCAI Training Tool POC into SaaS Production Mode (400 hours)
 - a. Set up company instance for Agent Assist 360 module in PCAI SaaS
 - i. The system will be configured for 17 initial users
 - b. ID, configure, test, and train initial knowledge set
 - c. Assist with user testing and refinements
 - d. Perform agent training and provide end user support

2. Right to use the PCAI Agent Assist 360 Company instance for the duration of the term
 - a. The PCAI Agent Assist 360 is delivered as software as a service (SaaS). For the term of this SOW, Company will have the right to use the software via its own private company instance for its authorized users.
 - b. Other modules in the PCAI product family may be acquired at additional cost and are not included. Those separate modules include the PCAI customer self-service portal, web chat, and conversational voice.
 - c. Additional users may be added to the platform at a cost of \$50 per user per month, invoiced when added to the system at the prorated annual cost.
 - d. Any requested customizations not part of the base software, and/or requests for third party integration into the system will require a separate scope of work and pricing agreement outside of this SOW.

TERM:

The term of this SOW will commence on the effective date of July 1, 2025, and continue for three years through the end date of June 30, 2028.

FEES & PAYMENT:

Consultant will invoice Company. Consultant will submit invoices as follows:

Date of Invoice	Amount	Description
July 1, 2025	\$46,696	Annual Software License/Maintenance for July 1, 2025 – June 30, 2026
July 1, 2026	\$46,696	Annual Software License/Maintenance for July 1, 2026 – June 30, 2027
July 1, 2027	\$46,696	Annual Software License/Maintenance for July 1, 2027 – June 30, 2028

Additional hours requested by the Company outside of the scope of this agreement for PCAI custom development may be purchased for \$95 per hour.

Invoices are payable in 30 days.

SIGNATURES:

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

BHC Global _____

Name: Stephen E Northrup _____

Title: CEO *Stephen E Northrup* _____

Date: 06/06/2025 _____

Company: _____

Name: _____

Title: _____

Date: _____