

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

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

Joel Ivy, Chief Administrative Officer  
Keli Swan, General Counsel



**Lubbock Power & Light**

[www.lpandl.com](http://www.lpandl.com)

**CITIZENS TOWER**

**1314 Ave K**

**Lubbock, Texas 79401**

**OPEN SESSION:**

**City Council Chambers**

**EXECUTIVE SESSION:**

**Citizens Tower**

**Conference Rooms 201A and 201B**

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

## Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
  - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
  - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies
  
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
  - (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
  - (ii) legal advice and counsel regarding confidential matters pertaining to integration into retail market competition;
  - (iii) legal advice and counsel regarding contemplated litigation matters;
  - (iv) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
  - (v) *Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service*, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657;
  - (vi) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and
  - (vii) *City of Lubbock v. Trumble Steel Erectors, Inc.*, Cause No. DC-2024-CV-0165 proceeding in 237<sup>th</sup> District Court of Lubbock County, Texas.
  
6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).
  
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).

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

### **Open Session**

8. Approve the minutes from the Regular Electric Utility Board meeting on June 18, 2024 and Special Electric Utility Board Meeting held on July 1, 2024.
9. Presentation and discussion from any Committee chairs and LP&L staff regarding committee meetings held since the last Regular Electric Utility Board Meeting.
10. 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.
11. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.
12. Discuss and take action on the Lubbock Power & Light FY 2024-25 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.
13. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute an Eighth Amendment to Professional Services Agreement by and between the City of Lubbock, acting by and through LP&L, and TMG to expand services scope to include work required to integrate with SmartMeter Texas. This Amendment increases the Not-to-Exceed Amount of \$6,679,126.00 by \$103,920.00 to a total of \$6,783,046.00 and extends the term to December 31, 2025.

## Consent

14. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement, by and between the City of Lubbock, acting by and through LP&L, and Baker Tilly US, LLP, and Illinois Company, for assistance with writing applications for competitive grants and other associated needs as described more fully in the Agreement. This Agreement has a Not-to-Exceed amount of \$400,000.00 and an initial term of 2 years.
15. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement dated effective May 21, 2024, by and between the City of Lubbock, acting by and through LP&L, and TexHahn Media, Inc. (d.b.a. Hahn), for communication and marketing services. This Agreement has a total Not-to-Exceed amount of \$500,000.00 and an initial term of 2 years with the option to extend for 2 one-year terms.
16. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement dated effective July 16, 2024, by and between the City of Lubbock, acting by and through LP&L, and Hillco Partners, LLC, for continued legislative support and communications services. This Agreement has a total Not-to-Exceed amount of \$150,000.00 and an initial term of 2 years with the option to extend for 2 one-year terms.
17. 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 Sewell Ford of Odessa, HGAC Contract VE05-24. This HGAC quote for \$207,484.00 with a ninety-day delivery is for one 48-foot aerial bucket that will be an addition to LP&L's underground department as approved in the FY 2022-23 Capital Program budget.
18. 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 Techline Inc., Invitation to Bid 7108-24-ELD, LP&L Pad Mounted Switches. This bid for \$323,964.00 with a 294 day delivery is for five 27 kV pad mounted switches for warehouse inventory.
19. Adjourn.

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



Posted on the bulletin board outside the south entrance of Citizens Tower, 1314 Ave. K., Lubbock, Texas, on the 12th day of July 2024, at 3:00 P.M.

By: *Beatrice Duenez*

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**CITY OF LUBBOCK ELECTRIC UTILITY BOARD MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY AT (806)775-2026 OR WRITE P. O. BOX 2000, LUBBOCK, TEXAS 79457, AT LEAST 48 HOURS IN ADVANCE OF THE MEETING.**  
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**The Electric Utility Board of  
Lubbock Power & Light  
Minutes  
June 18, 2024**

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

Joel Ivy, Chief Administrative Officer  
Keli Swan, General Counsel



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**EUB**

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

**City Staff**

Courtney Paz  
Matt Wade  
Bill Howerton

**City Council**

Tim Collins  
Christy Martinez-Garcia

**LP&L Staff**

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

1. Call to Order.

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

2. Board Comments. The Board may make general announcements not requiring official action.

***Board Chair welcomed new City Attorney Matt Wade to the City and asked him to stand and be recognized. Dr. Gonzalo Ramirez thanked the Board for the opportunity to attend the APPA conference and is looking forward to sharing the information learned with the Board.***

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

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

### **Executive Session**

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

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  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).

### **Open Session**

*Chair Stafford, reconvened the meeting in open session at 12:16 p.m.*

8. Approve the minutes from the Regular Electric Utility Board meeting on May 21, 2024.

***Board Chair Stafford asked for a motion to approve the minutes for the Regular Electric Utility Board Meeting on May 21, 2024. Mr. Butch Davis made the motion to approve, Dr. Solomon Fields seconded the motion, which was approved by a vote of 8-0.***

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

***Mr. Joel Ivy opened the discussion by informing the Board that the City of Lubbock was going to be recognizing LP&L staff at their award ceremony after the Board meeting at 3:00 p.m. Mr. Ivy invited members of the Board to attend as a social function to help recognize the staff's work in moving into the competitive market. Mr. Ivy next gave an ERCOT administration update, discussing load profiles, generation needs, and market response to calls from ERCOT to increase generation capacity. Mr. Ivy answered Board questions related to approving large loads, such as data centers related to artificial intelligence and Bitcoin mining, and questions regarding the building of new generation in the market.***

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.

***Ms. Kacey Sylvia updated the Board with the balance sheets and cash flows for April. Ms. Sylvia also summarized information related to the income statements and budget to actuals models for April. Ms. Sylvia informed Board of billing delays that are present due to the move into retail market but we will see them balance out in next month's financials.***

***Harvey Hall presented the Board a Credit Rating history and change with S&P model and briefed the Board on the review update that happened now that LP&L is fully in the retail Market. Rating increased after review to A+ and Outlook of Stable.***

11. Consider a resolution to approve the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement, by and between the City of Lubbock, acting by and through LP&L, and INPOWERD, LLC, a Tennessee Company to furnish specialized staffing services necessary for emergent and ongoing critical operations and compliance needs as described more fully in the Agreement. This Agreement has a Not-to-Exceed amount of \$500,000.00 and an initial term of 1 year.

*Blair McGinnis presented on the need for and asked the board for approval of an agreement between LP&L and INPOWERD to hire an individual to mentor and assist our compliance and operations departments. Chair Gwen Stafford asked for a motion to approve the resolution Dr. Craig Rhyne made the motion to approve, Mr. Lewis Harvill seconded the motion, which was approved by a vote of 8-0.*

12. Adjourn.

*There being no further business to come before the Board, the Chair adjourned the meeting at 12:46 p.m.*

Prepared by:

Approved by:

\_\_\_\_\_  
Eddie Schulz, Secretary

\_\_\_\_\_  
Gwen Stafford, Chair

# Electric Utility Board Meeting June 18, 2024



# Agenda Item #10 April Financial Presentation





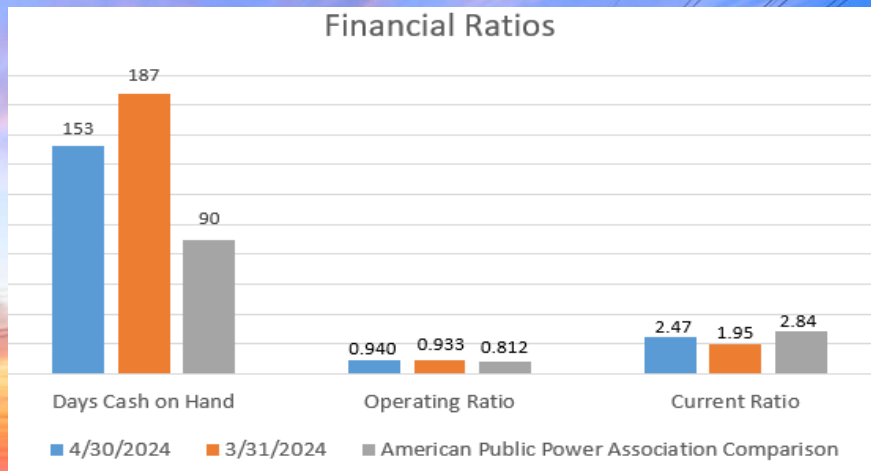
### Balance Sheet and Cash Flows – April (Page 31-32 and Page 34)

	April 2024	March 2024	Variance
<b>ASSETS</b>			
Current assets:			
Pooled cash and cash equivalents	\$ 106,624,944	\$ 130,481,566	\$ (23,856,622)
Receivables-CCS	12,369,803	28,854,912	(16,485,109)
Receivables-MTM	8,584,976	124,970	8,460,006
Other Current Assets	3,555,954	3,377,602	178,352
Total current assets	131,135,677	162,839,049	(31,703,372)
Noncurrent assets:			
Restricted investments	53,876,682	57,371,184	(3,494,502)
Prepaid expenses	733,331	744,442	(11,111)
	54,610,013	58,115,626	(3,505,613)
Total capital assets	650,504,639	648,997,903	1,506,736
Total noncurrent assets	705,114,651	707,113,529	(1,998,878)
Total Assets	\$ 836,250,328	\$ 869,952,578	\$ (33,702,250)
<b>LIABILITIES</b>			
Accounts payable	\$ 7,382,527	12,190,629	(4,808,102)
Deferred Revenues - PPRF/FFE Over Collection	41,348,346	40,173,541	1,174,805
Customer Deposits	-	-	-
Other Current Liabilities	4,292,814	12,835,785	(8,542,971)
Bonds payable	-	18,375,000	(18,375,000)
Total current liabilities	53,023,687	83,574,955	(30,551,268)
Total noncurrent liabilities	587,526,957	587,526,957	-
Total Liabilities	\$ 640,550,644	\$ 671,101,912	\$ (30,551,268)
Total Net Position	\$ 205,873,744	\$ 209,024,726	\$ (3,150,982)

	April 2024	April 2024 FYTD
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers	\$ 16,724,812	\$ 182,754,508
Payments to suppliers	(9,874,729)	(191,861,031)
Payments to employees	(2,013,449)	(15,160,931)
Other receipts (payments)	(663,220)	(7,170,099)
Net cash provided (used) by operating activities	4,173,414	(31,437,553)
<b>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Net cash provided (used) by noncapital and related financing activities	(182,605)	(1,278,233)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Net cash provided (used) for capital and related financing activities	(31,980,253)	4,222,396
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net cash provided (used) by investing activities	4,132,822	19,632,076
Net increase (decrease) in cash and cash equivalents	(23,856,622)	(8,861,315)
Cash and cash equivalents - beginning of period	130,481,566	115,486,259
Cash and cash equivalents - end of period	106,624,944	106,624,944

3

### Financial Ratios– April (Page 20)



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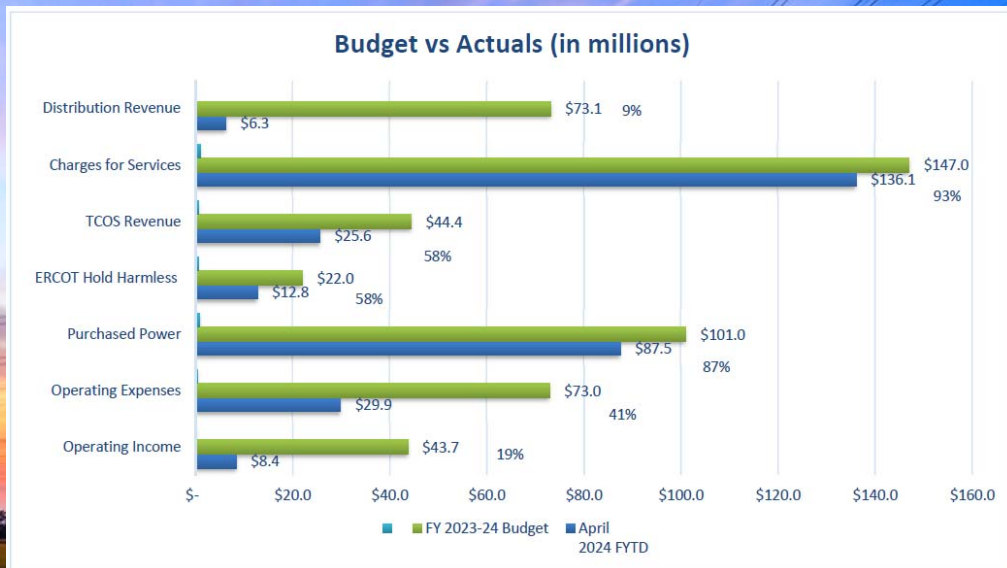


### Income Statement– April (Page 33)

	April 2024	April 2024 Budget	April 2024 FYTD	FY 2023-24 Budget
<b>OPERATING REVENUES</b>				
Distribution Revenue	\$ 6,268,279	\$ 12,189,810	\$ 6,268,279	\$ 73,138,857
Charges for Services	733,324	-	136,099,037	147,040,470
(Over)/under collection	(1,134,984)	-	(15,449,991)	-
TCOS Revenue	3,662,970	3,700,000	25,640,787	44,400,000
ERCOT Hold Harmless	(1,822,883)	(1,833,333)	(12,760,250)	(22,000,000)
Provision for bad debts	(181,802)	(32,251)	(452,548)	(387,011)
<b>Total Operating Revenues</b>	<b>7,524,905</b>	<b>14,024,225</b>	<b>139,345,314</b>	<b>242,192,316</b>
<b>OPERATING EXPENSES</b>				
Operating Expenses	5,938,611	6,080,508	29,866,214	72,966,099
Purchase of fuel and power	129,036	-	87,530,608	101,016,441
Depreciation and amortization	1,901,827	2,042,987	13,554,913	24,515,844
<b>Total Operating Expenses</b>	<b>7,969,474</b>	<b>8,123,495</b>	<b>130,951,735</b>	<b>198,498,384</b>
<b>Operating income</b>	<b>(444,569)</b>	<b>5,900,730</b>	<b>8,393,580</b>	<b>43,693,932</b>

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### Budget to Actuals – April (Page 44)



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## LP&L Credit Rating History and Change with S&P

<u>S&amp;P Rating</u>	<u>Rating</u>	<u>Outlook</u>
<b>6/3/2024</b>	<b>A+</b>	<b>Stable</b>
11/15/2023	A	Developing
8/2/2022	A	Negative
7/13/2021	A+	Negative
5/26/2020	A+	Stable
7/11/2018	AA-	Negative
3/23/2015	AA-	Stable
4/14/2014	AA-	Stable
10/22/2010	AA-	Stable
4/8/2009	A-	Stable
12/20/2007	BBB-	Stable

7

Questions?

8

**FINANCIAL REVIEW COMMITTEE AND SPECIAL MEETING OF THE  
ELECTRIC UTILITY BOARD  
MINUTES  
July 1, 2024  
11:00AM**

**OPEN SESSION:  
CITIZENS TOWER  
1314 Avenue K  
Lubbock, Texas 79401  
Conference Rooms 201A and 201B**

**EUB**

Eddie Schulz  
Gwen Stafford  
Dr. Craig Rhyne  
Lewis Harvill  
Butch Davis  
Dr. Gonzalo Ramirez

**City Council**

Tim Collins  
Christy Martinez-Garcia

**LP&L Staff**

Keli Swan  
Joel Ivy  
Beatrice Duenez  
Blair McGinnis  
Tom Jennings  
Kacey Sylvia  
Harvey Hall  
Daniel Garcia  
Clint Gardner  
Steven Espinosa  
Tyler Thomas

1. Call to order.

*The Officer Liaison for Financial Review Committee, Eddie Schulz, called the committee to order at 11:04 a.m.*

*The Chair for the Electric Utility Board, Gwen Stafford, called the meeting to order at 11:04 a.m.*

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

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

### Open Session

3. Presentation and discussion of the Fiscal Year 2024-25 Draft Budget.

*Mr. Harvey Hall briefed the Board on the goals of the meeting: to revisit the financial component of the LP&L strategic plan, to refresh the Board on Enterprise Risk Management (“ERM”) as it relates to LP&L’s financial risks, and to present the proposed budget to the Board for preliminary assessment and to answer questions. Mr. Hall started with a review of the LP&L Strategic Plan and the three pillars of increasing customer value, increasing financial resilience, and system modernization. Mr. Hall demonstrated how the budget model was based on conservative forecasts and how the dynamics of the forecasting had changed since last year due to the integration into ERCOT and the electric retail market. Mr. Joel Ivy assessed that this was one of the strongest financial positions he had seen an electric utility in during his career.*

*Mr. Hall reviewed ERM with the Board and committee. Mr. Hall informed the Board that he would aim to bring an analysis of the top 5-10 risks to the Board for assessment.*

*Mr. Daniel Garcia presented the proposed budget to the Board. Mr. Garcia introduced Mr. Steven Espinoza, LP&L’s new financial analyst and Mr. Tyler Thomas, the LP&L Finance Department’s intern and thanked them for their assistance in crafting the budget. Mr. Garcia gave an overview of how the budget was being funded and changes in funding due to the transition to competition. Mr. Garcia then went through the each department’s budget and, where necessary, such as with LP&L Legal, showed the Board the trends and explained how budgets fluctuated between fiscal year in relationship to the needs of the organization. Mr. Garcia went through an overview of the changes to LP&L’s full time employees including elimination of positions and position reclassifications. Other highlights of the discussion included an overview of the Capital program, changes to services charges, and an overview of fund level expenses. Mr. Hall and Mr. Garcia reminded the Board of the timeline for next steps in approving the Budget. Mr. Hall and team answered remaining Board questions related to funding of projects. Mr. Hall shared that the FY 24-25 Capital Budget is \$27.8M that is modeled as funding by cash. Remaining Bond proceeds, currently at about \$12M, are funds that can be used to offset cash spending on Capital projects over the next few years and would be applied to long lasting asset projects such as substations and substation upgrades. The Board unanimously gave direction to Mr. Hall to integrate staff recommended changes into the proposed budget.*

4. Presentation and discussion regarding financial strategic plan which includes, but is not limited to, enterprise risk management.

*Discussed under Item 3 above.*

5. Adjourn.

*There being no further business to come before the Board or Financial Review Committee, the Chair adjourned the meeting at 12:32 p.m.*

Prepared by:

Approved by:

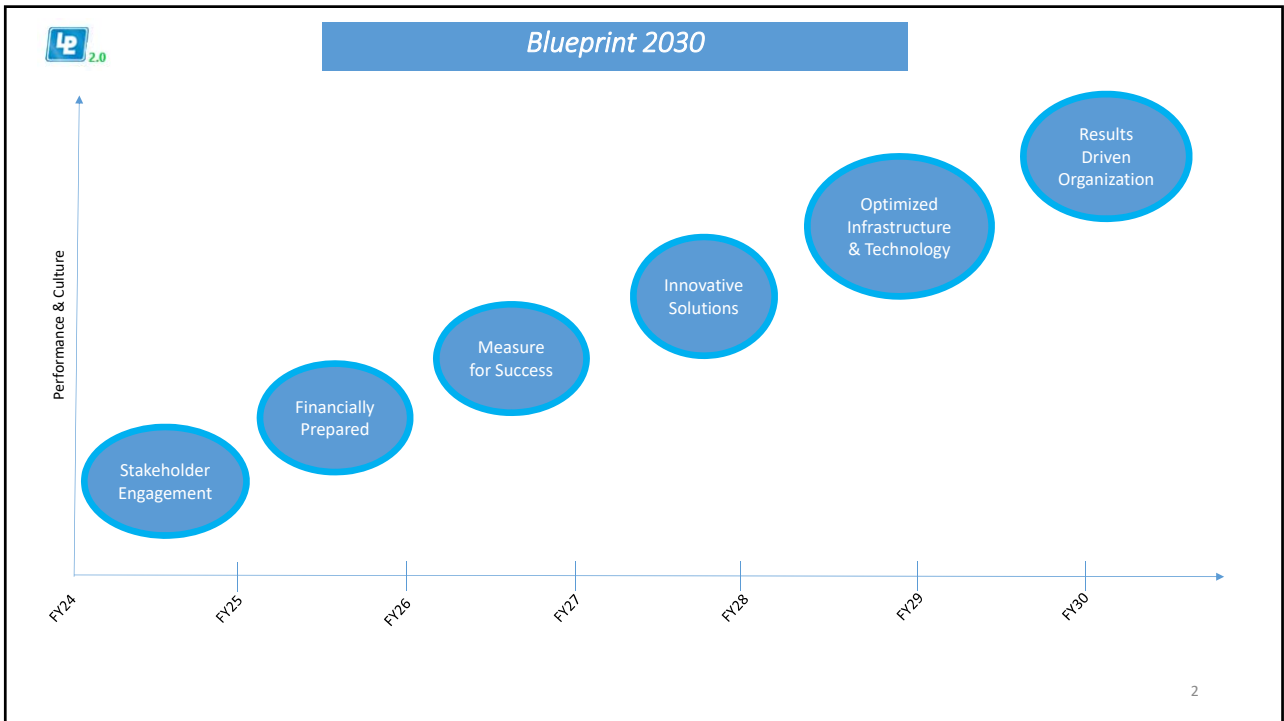
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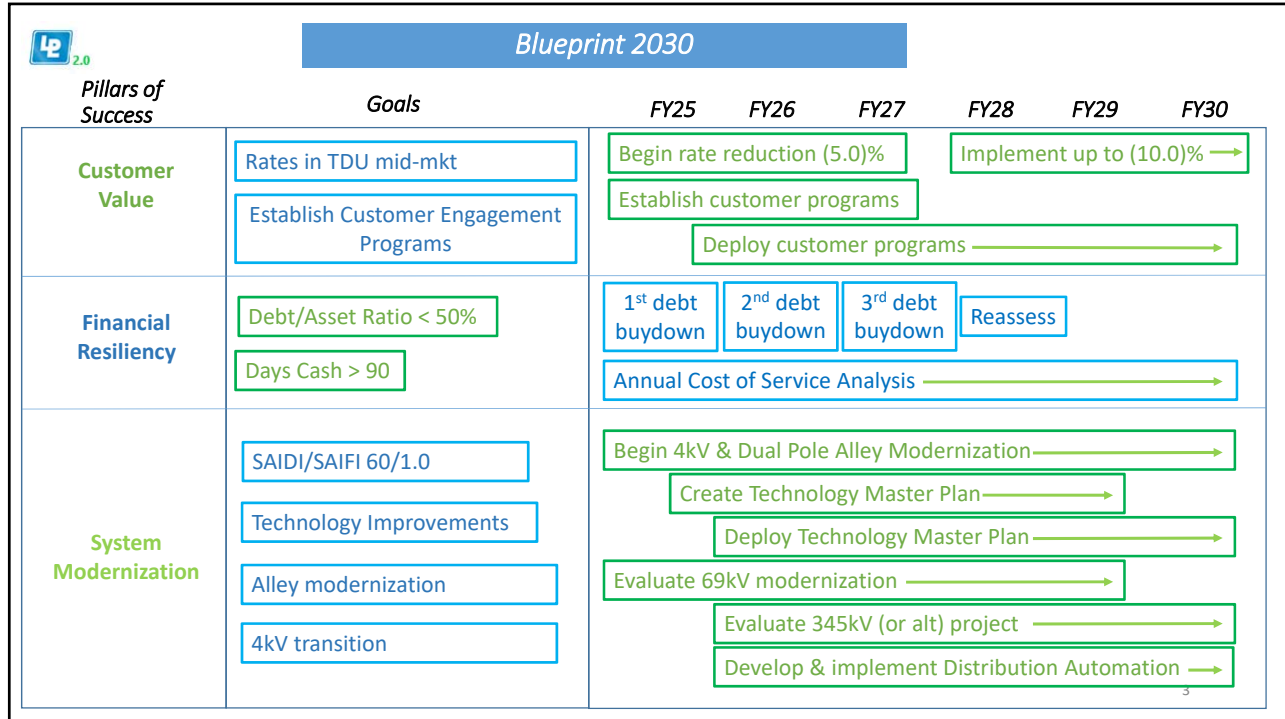
Eddie Schulz, Secretary

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Gwen Stafford, Chair







**Blueprint 2030™**

### Financial Strategic Planning Model

Already in the Budget Model	Reserve Balance Change (in Millions \$000,000)							
	Total	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
PCRF Projected Ending Balance	\$37	37.0						
SPS PR Bond Debt (less than budgeted)	\$4	(4.1)	0.9	1.4	1.4	1.4	1.5	1.5
System Modernization Investment beyond current								
4 kV Modernization	-\$21	(3.1)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)
69 kV Modernization	-\$21	-	(1.1)	(6.3)	(9.5)	(4.3)	-	-
Substation Upgrades	-\$28	(6.1)	(6.5)	(0.9)	(1.8)	(5.8)	(6.7)	-
Technology Upgrades	-\$8	(1.5)	(1.5)	(1.5)	(1.5)	(1.5)	(1.5)	-
TCOS Revenue Reduction (Assumption)	-\$37	-	(6.2)	(6.2)	(6.2)	(6.2)	(6.2)	(6.2)
Hold Harmless Credit Ends January 1, 2027	\$81				14.7	22.0	22.0	22.0
<b>Total</b>	<b>\$7</b>	<b>23.7</b>	<b>(17.3)</b>	<b>(16.5)</b>	<b>(20.6)</b>	<b>2.6</b>	<b>6.1</b>	<b>14.3</b>

Outside of the Budget Model	Total	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Early Retirement of Bond Debt	-\$18	-	(7.2)	(6.2)	(4.4)			
Debt Service cost reduction from Paid off Debt	\$10	-	0.9	1.6	1.9	1.9	1.9	1.9
Remaining Bond Funds for Capital Work	\$12	12.0						
Delivery Rate Reduction	-\$24		(3.0)	(3.0)	(3.0)	(3.0)	(6.0)	(6.0)
Regulatory Liability	-\$30	(30.0)						
<b>Total</b>	<b>-\$50</b>	<b>(18.0)</b>	<b>(9.2)</b>	<b>(7.6)</b>	<b>(5.5)</b>	<b>(1.1)</b>	<b>(4.1)</b>	<b>(4.1)</b>

<b>Balance</b>	<b>97.5</b>	<b>76.0</b>	<b>57.5</b>	<b>48.9</b>	<b>48.6</b>	<b>56.2</b>	<b>56.9</b>
Target (120 Days Cash)	75.3	59.5	59.4	62.2	63.8	60.4	63.2
90 Days Cash	54.5	44.6	44.6	46.6	47.9	45.3	47.4
<b>Over/(Under) 90 Days Cash</b>	<b>43.0</b>	<b>31.3</b>	<b>13.0</b>	<b>2.3</b>	<b>0.7</b>	<b>10.9</b>	<b>9.5</b>



## Enterprise Risk Management (ERM):

Lubbock Power & Light  
Discussion – July 1, 2024

---

**Risk:** The effect of uncertainty on objectives.

Can be positive or negative – our focus is managing the downside and preserving the upside!

**Enterprise Risk Management:** It's about removing roadblocks, surprises and gaps for increased reliable and repeatable success.

**Vision:** Clearing barriers, bridging gaps, and working together to ensure the on-going success of LP&L.

**Mission:** To establish a risk culture throughout LP&L by identifying, engaging, considering risk exposure in our plans, decisions, and actions.

**Values:** Candidness, Trust, Safety, Working and Supporting each other

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## Enterprise Risk Management (ERM):

Lubbock Power & Light  
Discussion – July 1, 2024

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### Risk Inventory – First Step for ERM

**Objective:** To determine the top Risks that could significantly affect LP&L's Strategic Plan in terms of likelihood and impact.

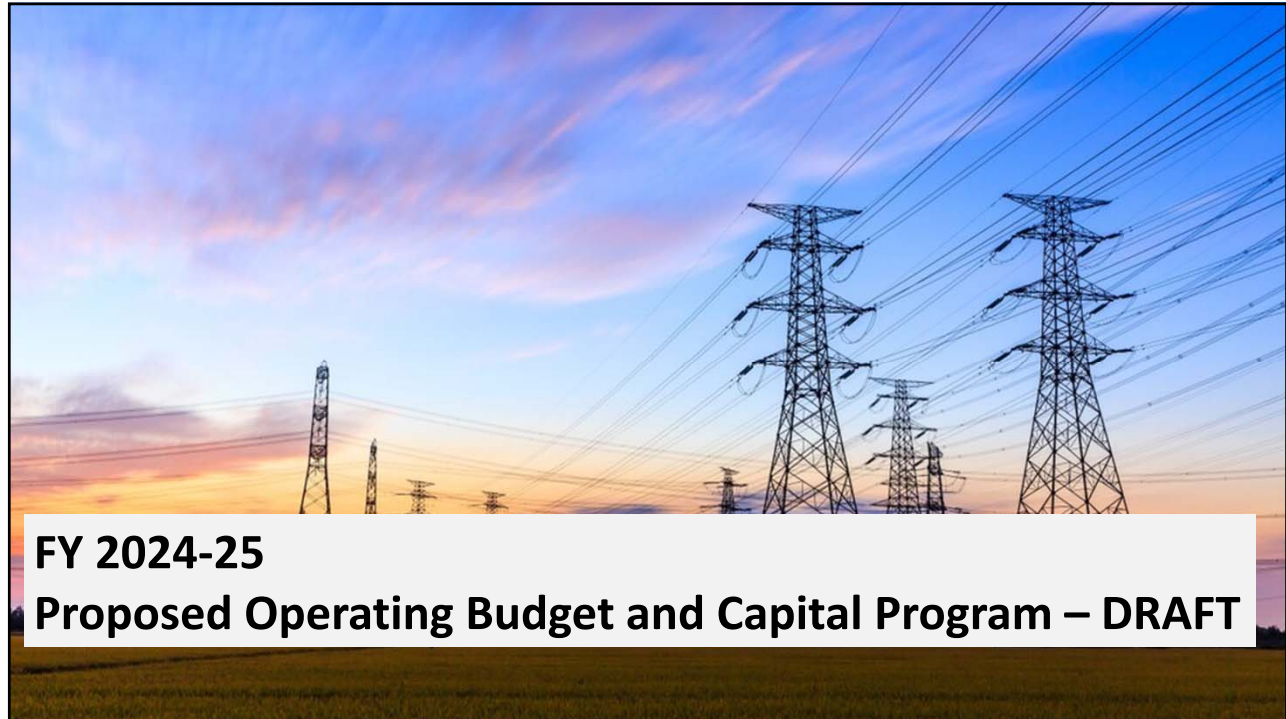
**Process:** A review of top risks for each LP&L division, assessment and ranking of those risks, determination of what mitigation is currently in place and what needs to be put into place, and who is the contact for that risk.

**When:** July and August of this summer.

**Deliverable:** A report to the Electric Utility Board on the top Risks and their status by the October EUB meeting.

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**Introduction to the FY 2024-25 Budget**

**Major themes of this Budget:**

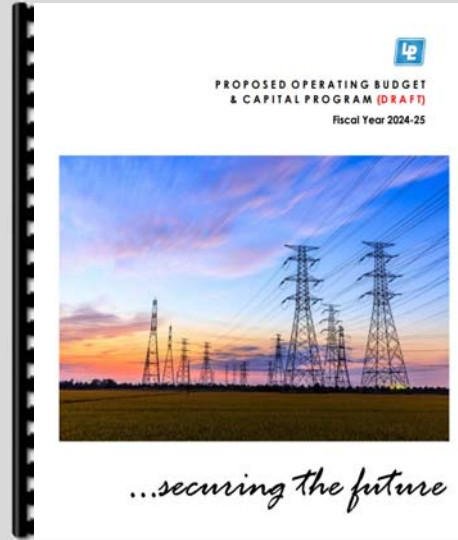
- **Operational Safety and Reliability**
- **Financial Resiliency and Sustainability**
- **Affordable Delivery Rates and Customer Value**

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## Table of Contents

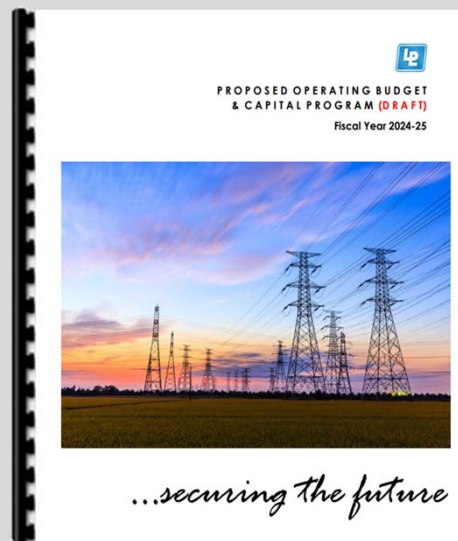
### FY 2024-25 Proposed Operating Budget & Capital Program **(DRAFT)**

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## Introductions and Thanks

- **Joel Ivy, Chief Administrative Officer**
- **Harvey Hall, CFO**
- **Joe Jimenez, Director of FP&A**
- **Daniel Garcia, Electric Utility Financial Analyst**
- **Steven Espinosa, Financial Analyst IV**
- **Thanks to all department heads and staff that have worked to provide information that assisted the finance team with budget preparations.**



### FY 2024-25 Budget Highlights

#### Financial Model Considerations:

- I. Estimates revenues/expenses through Fiscal Year 2029-30
- II. Distribution System Revenue moving forward is the revenue requirement as the transition to retail competition is completed and we operate as a TDU.
- III. Reduces exposure to volatile purchased power costs by exiting the purchased power portion of our business.
- IV. Transmission Cost of Service (TCOS) Revenues are budgeted and includes hold harmless duration.
- V. Includes a 3% proposed COLA along with a net decrease of 17 FTEs in staffing as the Utility operates in the retail market and opted out of production operations.

Lubbock Power & Light - Financial Model (DRAFT)

	Actual	Budget	Forecast	Forecast	Forecast
FUNDING SOURCES	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Interest Earnings	\$ 1,578,762	1,473,373	911,613	962,469	1,115,548
Rentals and Recoveries	344,734	368,358	372,662	373,687	378,744
Sale of equipment/asset sale	344,976	368,409	372,318	376,309	379,944
Unallocable Mutual Revenue	(97,011)	-	-	-	-
General Contingent Material	31,894,684	-	-	-	-
Distribution System Revenue	72,261,673	102,114,609	110,811,522	111,495,999	116,767,976
Power Cost Recovery Factor (PCRF)	101,068,374	-	-	-	-
Franchise Fee Equivalent Revenue	12,491,693	12,647,452	12,891,549	12,979,287	13,099,179
Transmission Cost of Service (TCOS)	44,463,660	38,471,376	29,165,487	26,712,472	48,028,353
ERCOT Grid Loadshed Payment	(22,000,000)	(22,000,000)	(22,000,000)	(22,000,000)	(22,000,000)
Asset and Charge	2,275,739	605,000	605,200	679,834	696,791
Outside Work Orders and Street Lights	1,446,730	1,478,337	1,511,063	1,544,308	1,578,283
Tempering Fees	88,228	87,248	89,841	96,827	103,506
Transfer from Other Funds	1,234,767	1,884,931	1,999,428	1,698,238	963,778
Total Revenue Sources	\$ 104,848,574	169,248,813	167,842,278	168,499,487	192,268,574
Use of General Reserve	\$ 8,233,833	12,589,382	10,759,415	1,308,745	-
TOTAL FUNDING SOURCES	\$ 204,482,407	178,378,013	177,171,019	169,799,192	192,268,574

### FY 2024-25 Budget Highlights

#### Financial Model Considerations:

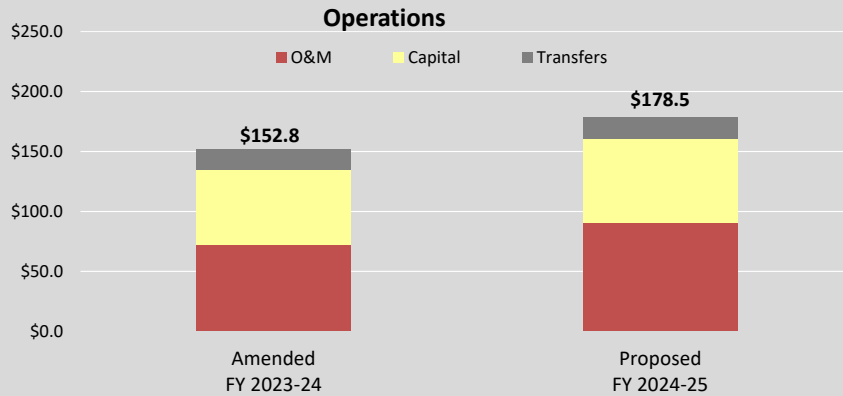
- VI. Franchise Fees and PILOT converted from a % of metered revenues to c/kWh rate providing a more stable revenue and transfer of funds to the City.
- VII. Includes principal and interest for debt service related to the transmission build-out and distribution upgrades
- VIII. Incorporates significant capital investment with 100% Cash funding through FY 2029-30.
  - a. Distribution Focus – Substation Upgrades
  - b. 4kV Distribution Conversion
  - c. Upgrades to Work Order System and NERC compliance.

Lubbock Power & Light - Financial Model (DRAFT)

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TOTAL FUNDING SOURCES	\$ 204,482,407	178,378,013	177,171,019	169,799,192	192,268,574

### Year-Over-Year Expense Comparison

The Total Operating Budget is \$25.7 million higher than the prior fiscal year. The increase is primarily driven by Transmission Costs as they have shifted to O&M from the PCRF. Increases in Debt Service of \$4.5 million due to the bond issuance to fund the early termination of the SPS agreement, and an increased cash transfer to capital in the amount of \$2.8 million have also contributed to the increase in Operations.



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#### Power/ERCOT Costs

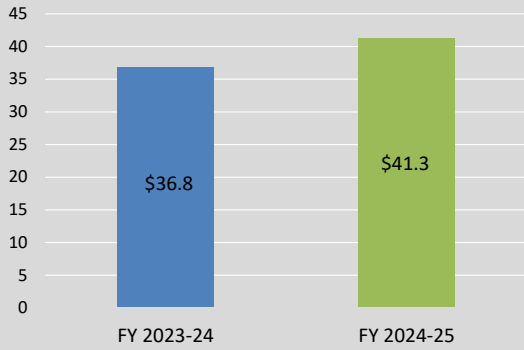
Power /ERCOT Costs	FY 2023-24 Amended	FY 2024-25 Proposed	Change
Energy/Fuel	\$69,320,971	--	(69,320,971)
Transmission	52,081,020	41,375,971	(10,705,049)
Capacity	4,284,240	--	(4,284,240)
<b>Total Purchased Power/ERCOT Costs</b>	<b>\$ 125,686,231</b>	<b>41,375,971</b>	<b>(84,310,260)</b>

- On April 2, 2024, the Utility stopped providing power (Energy/Fuel) to customers as the transition to retail competition was completed. The opt-in into retail competition has eliminated the need for purchased power and the power supply (energy) moving forward is handled by the REPs.
- Transmission costs decrease as current charges are only related to ERCOT transmission. Costs in the Southwest Power Pool (SPP) have been eliminated due to us having no more load in SPP as of December 2023. It was anticipated that LP&L would have paid 12 months of SPP transmission costs (SPP costs are charged on a one-year lag) for the remaining 30% load. However, SPP interpreted the cancellation of our transmission service agreement differently than LP&L and SPS expected so there were no lagging costs to pay which provided an annual savings of approximately \$6.86 million.
- The elimination of capacity costs is due to ERCOT being an energy-only market so there are no capacity requirements as we have fully integrated into the ERCOT market.

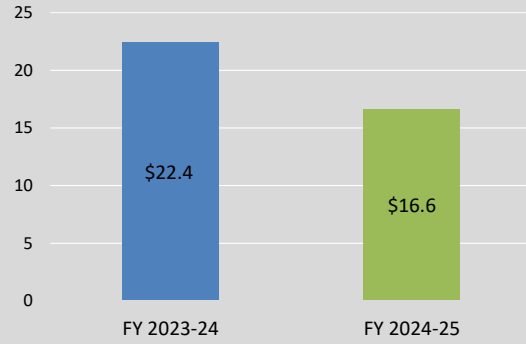
### **FY 2024-25 Budget Highlights**

- Debt service increased \$4.5 million due to an increase in principal and interest payments driven largely by the FY 2023 issuance of \$65.7 million in bonds to fund the early termination of the SPS PR Agreement.
- TCOS (Net) Revenues were conservatively budgeted and are anticipated to decrease \$5.8 million in FY 2024-25 subject to PUC staff's final approval.

**Annual Debt Service Payments**



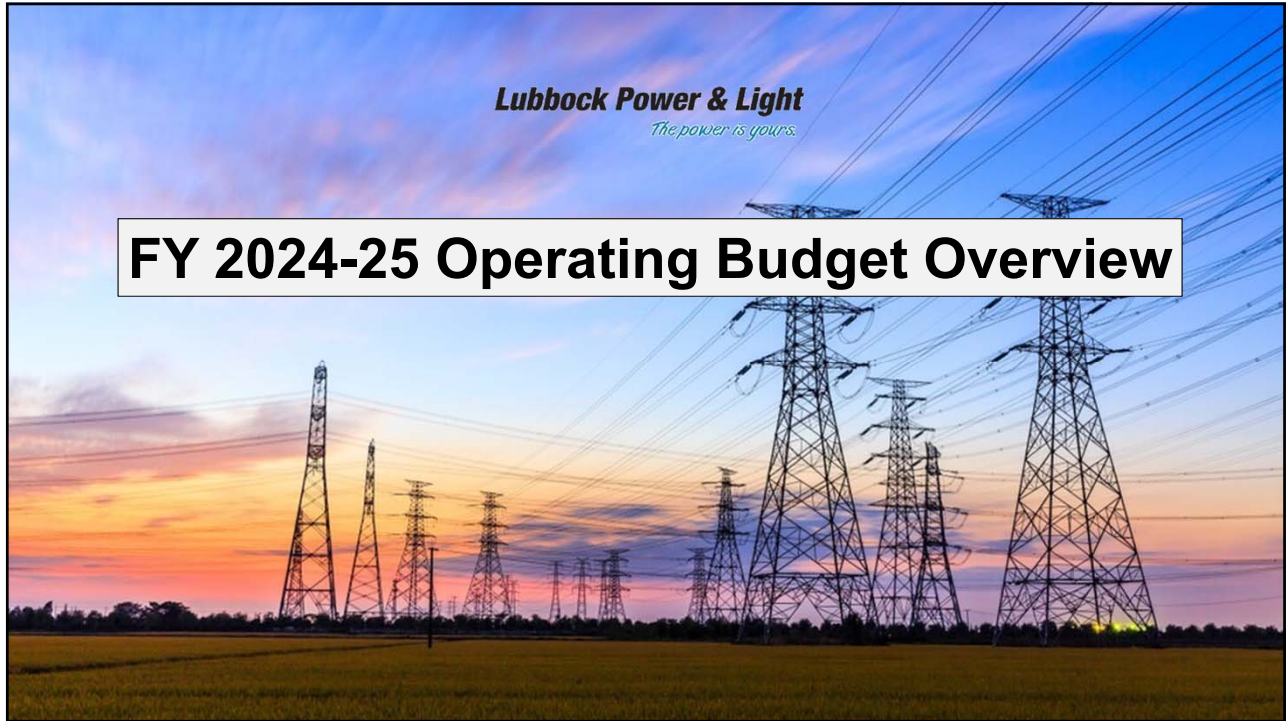
**Net TCOS Revenue Stream**



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**Questions?**

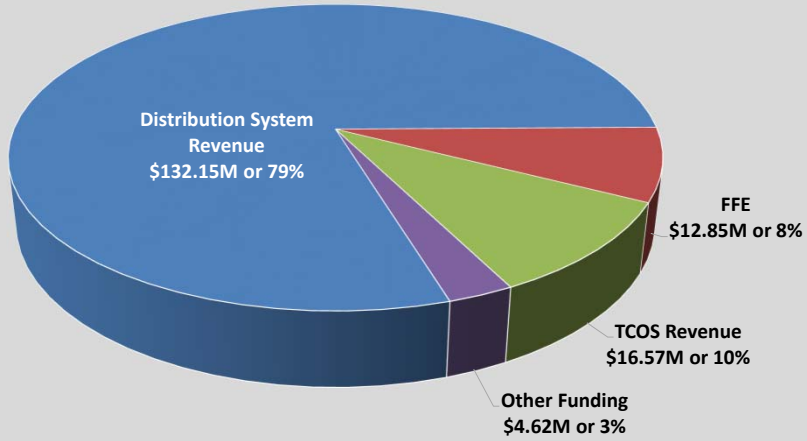




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### Funding Sources

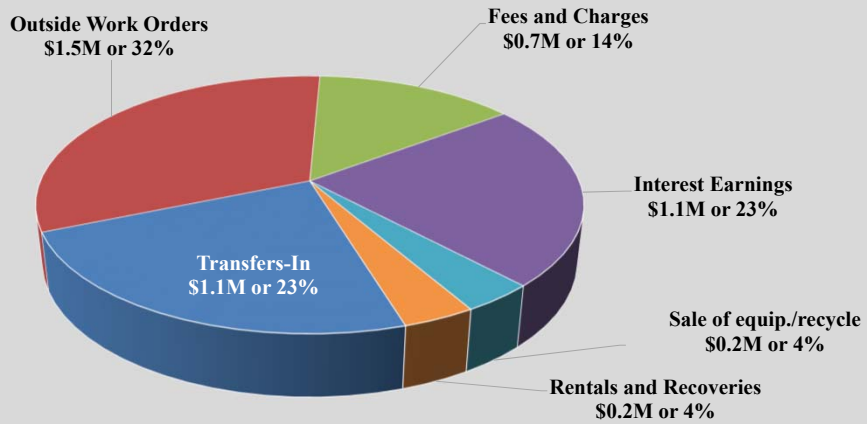
(excluding power cost recovery factor revenues)

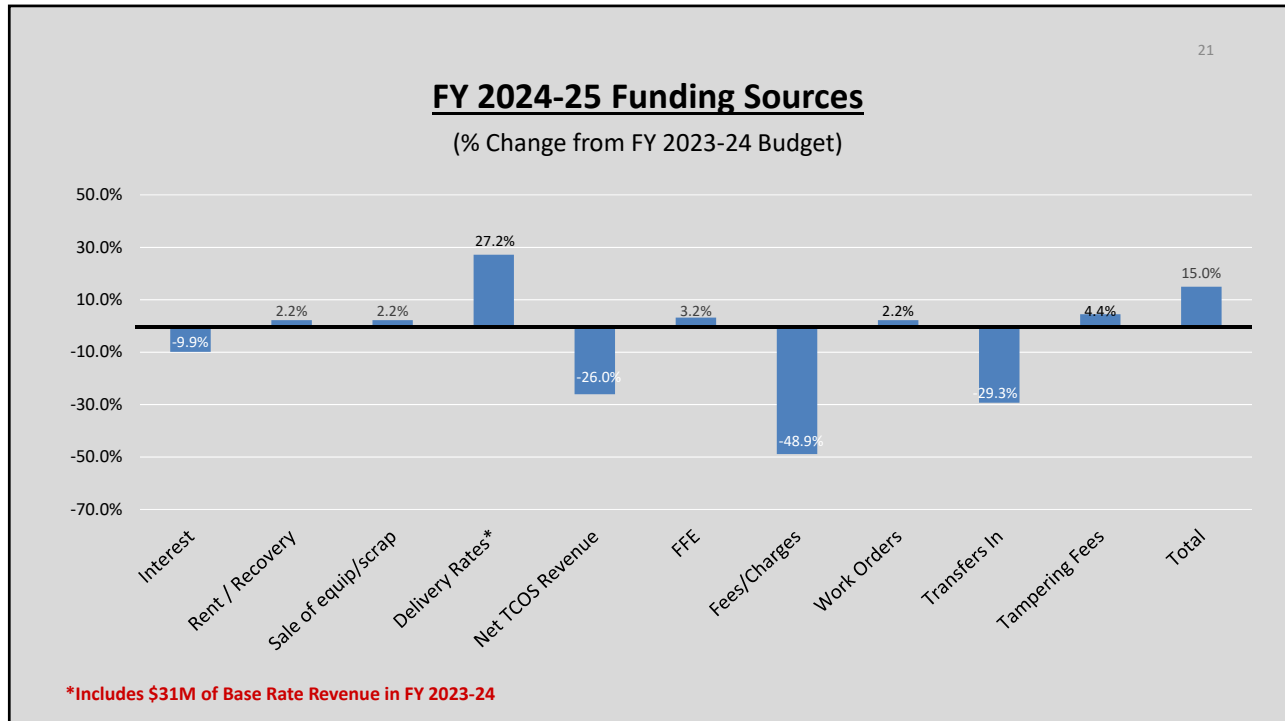


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### Other Funding Sources

(excluding power cost recovery factor and base rate revenues)





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### FY 2024-25 Funding Sources

- Interest**  
 Interest is down \$117k due to lower yields in the pooled investment portfolio mainly as a result of anticipated Federal Reserve Bank decreases to short-term interest rates.
- Base Rates**  
 Uncollectable metered revenues decrease by \$0.39 million and are zero for FY 2024-25. General consumers metered revenues decreased by \$31.04 million and are zero for FY 2024-25.
- Distribution System Revenue**  
 Distribution System Revenue increased 58.89 million, due to the move to retail choice. FY 2023-24 revenues accounted for only 5 months of Distribution System Revenue. For FY 2024-25, there will be a full 12 months of revenues accounted for in this revenue stream.
- TCOS Revenues (Net)**  
 TCOS revenues decreased \$5.83 million. TCOS revenues are anticipated to decrease in FY 2024-25 based on PUC staff's final approval.

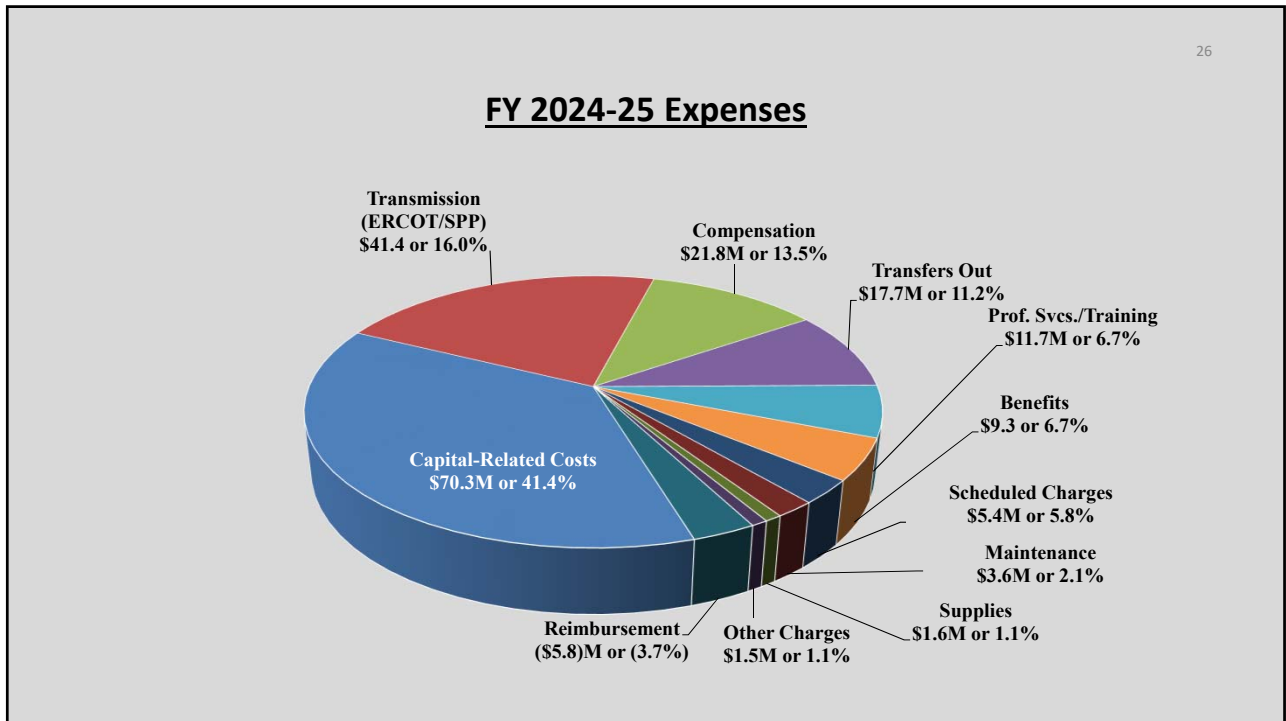
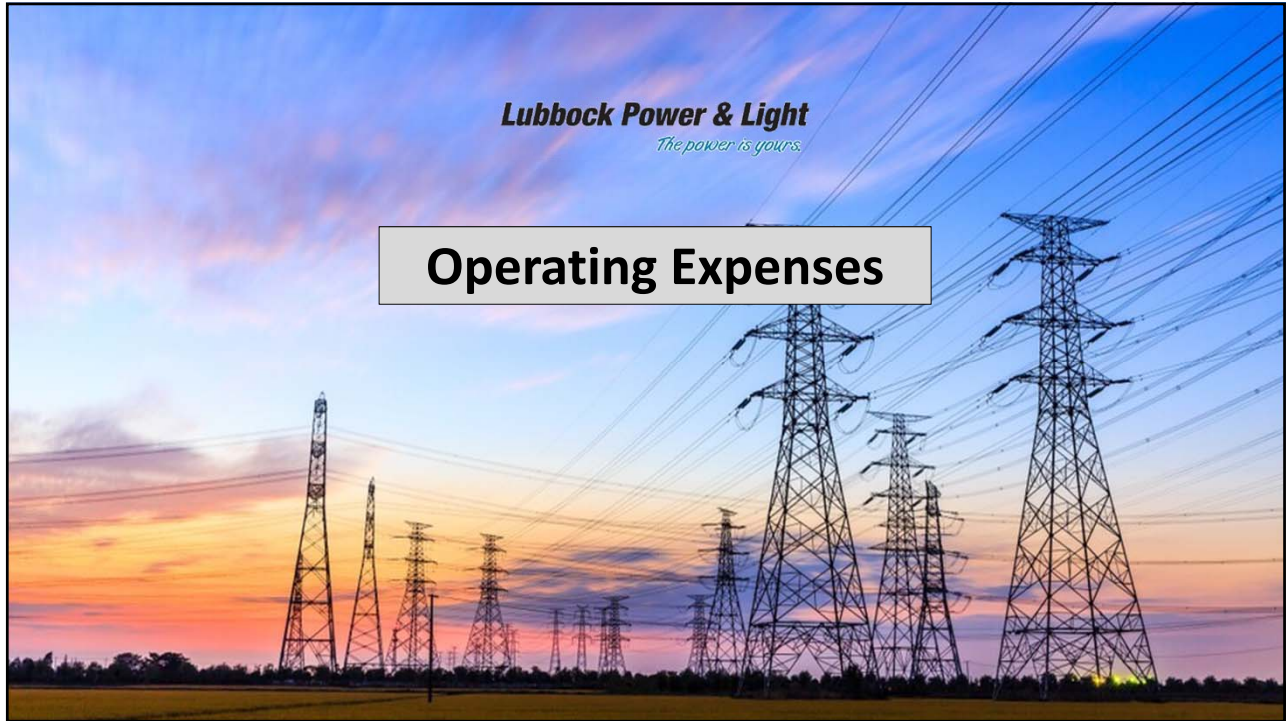


### FY 2024-25 Funding Sources

- **Franchise Fees**  
Franchise Fees increased \$0.4 million due to a slight increase in projected load.
- **Fees and Charges**  
Fees and Charges decreased \$0.62 million due to the move of customers to retail choice.
- **Work Orders**  
Outside Work Orders and Street Lights increased \$0.03 million mainly due to an increase in the utility recovery fees for commercial and residential developments.
- **Transfers-In**  
Transfer from other funds decreases \$0.45 million due to the removal of the transfer for Citizens Tower Debt from City Utilities.

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## Questions?



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**Legal Department Historical Costs**

Legal	Actual	Actual	Actual	Amended	Budget	\$ Change
EXPENSES BY CATEGORY	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	from Amended
Compensation	\$ 291,775	269,296	292,386	362,369	401,498	39,129
Benefits	101,275	93,669	107,876	129,071	142,829	13,758
Supplies	1,841	664	659	1,280	1,280	-
Professional Services/Training	1,109,744	430,222	851,706	1,270,010	776,673	(493,337)
Other Charges	1,857	664	900	1,000	1,000	-
Scheduled Charges	25,647	33,387	31,679	32,056	29,664	(2,392)
TOTAL LEGAL	\$ 1,532,139	827,902	1,285,206	1,795,786	1,352,944	(442,842)

**Professional Services are the main drivers of the Legal department.**

- FY 2021** – Increased costs related to the integration into ERCOT begin. We utilized various outside counsel for the following issues:
  - Negotiate a buy-out of the SPS Partial Requirement (PR) Contract.
  - Purchase of easements for the build-out of the 345kV Transmission Lines.
  - Assistance with the initial TCOS Filing and Wholesale Transmission Rate.
- FY 2022** - Costs decreased as the interim TCOS filing, SPP PR contract negotiations, and the transition of 70% of our load into ERCOT was complete.
  - Majority of the costs incurred this year were related to the move of the remaining 30% of “unaffected” load into ERCOT.
- FY 2023** - Costs increased as we utilized various outside counsel for the following issues:
  - Comprehensive TCOS filing with the PUC
  - Elk City lawsuit was initiated, filed, and ongoing litigation continued.
  - Assistance with opt-in related legal issues.

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**Legal Department Historical Costs**

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TOTAL LEGAL	\$ 1,532,139	827,902	1,285,206	1,795,786	1,352,944	(442,842)

**Professional Services are the main drivers of the Legal department.**

- FY 2024 Year-to- Date** – Costs are projected to come in around \$949K as we utilized various outside counsel for the following issues:
  - Final TCOS filing incorporating all of the transmission assets related to the ERCOT integration
  - Hiring of Interim General Counsel and assistance with final opt-in related services.
  - PUC Regulatory Compliance issues.
  - Ongoing Elk City litigation.
- Proposed FY 2025 Budget** – Budgeted Costs in professional services decreased due to the anticipation of the Final TCOS filing being completed in FY 23-24 and a reduction in costs for Interim General Counsel. The remainder of the costs are for the following issues:
  - Ongoing Elk City litigation
  - Compliance requirements with FERC and PUC.
  - Offsetting Professional Services decreases are increased Compensation and Benefits

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Compensation	(in 000s)
FY 2023-24 Operating Budget	\$ 20,956
Full-time Pay	(343)
OT/PT/Stability/Education Pay	458
Terminal Pay	(39)
Temp	15
COLA Increase	715
<b>Total Compensation</b>	<b>\$ 21,762</b>

Benefits	(in 000s)
FY 2023-24 Operating Budget	\$ 9,049
TMRS	109
FICA	15
Health Insurance	37
Workers' Compensation	128
Dental	1
<b>Total Benefits</b>	<b>\$ 9,339</b>

**Compensation/Benefits Changes**

- Full-time pay decreased due to a net decrease of 17 FTEs. 24 FTEs were eliminated 7 FTE's were added.
- Overtime pay increased with Distribution Overhead and Distribution Customer Services cost centers for around the clock efforts to ensure system reliability.
- Terminal pay decreased based on lower anticipated employee retirements.
- 3% cost of living adjustment (COLA) increase anticipated for full-time salaries.
- Benefits increased \$300K mainly as a result of an increase in the TMRS rate, and workers compensation cost.

**FTE Overview**

A shift in staffing continues to progress as the Utility transitioned to the retail market and opted out of production operations. As staff roles become more well-defined in the new environment many of the eliminated positions are used to repurpose new positions. These new positions or re-classes of existing positions for the most part require specific specialized skills and expertise in certain areas that come with higher pay grade requirements to be in line with market wages in the industry.

The following position changes are summarized below:

- 11 FTE positions are eliminated from the Production Cost Centers due to the closure of the production plants.
- 6 FTEs positions were eliminated from the Distribution Cost Centers. These positions include: two Utility Meter Techs; one Lead Meter Technician; two Lineman Journey; and one Journey Electrician.
- 6 FTEs positions were eliminated from the Collections Cost Center. These positions include: One Utility Meter Supervisor; one Lead Utility Service Operator; and four Utility Meter Technicians.
- 1 Transmission and Distribution Maintenance Planner was eliminated from the Transmission Overhead Lines Department.
- Added 1 Equipment Technician to the Administration Department to assist with Fleet Inventory and response times for the Transmission and Distribution crews.
- Added 2 Senior Power Line Foreman to the Distribution Overhead and Underground crews to manage their maintenance crews.
- Added 2 Emergency Management System positions to the Distribution Load Dispatching department to maintain the integrity and reliability of our SCADA-EMS environment.
- Added 1 Lead Market Specialist to the Market Operations Group to manage, lead, and support the current Market Specialists.
- Added 1 Quality Improvement Coach to the Customer Service Department to train, coach, and mentor current positions to develop opportunities for growth.

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**Maintenance Changes**

Maintenance	(in 000s)
FY 2023-24 Operating Budget	<b>\$3,257</b>
Vehicle Maintenance	(17)
Radio Shop IS Charges	(31)
Production Maintenance	(53)
Building Maintenance	9
Underground Maintenance	210
Street Light Maintenance	270
<b>Total Maintenance</b>	<b>\$ 3,645</b>

- Streetlight maintenance increased due to inflationary costs of materials.
- Underground lines maintenance increased due to the aging lines.
- Production maintenance decreased due mainly to the closure of the production plants in FY 24-25.
- Radio Shop charges decreased \$31k for FY 24-25.
- Vehicle maintenance charges decreased due to lower anticipated maintenance costs due to replacing aging fleet.

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**Professional/Training Changes**

Professional/Training	(in 000s)
FY 2023-24 Operating Budget	<b>\$ 10,111</b>
Professional Services	1,974
Kubra Bank Charges	(168)
Contracted Services	46
Advertising & Promotion	126
Training & Travel	39
Legal Services	(500)
Miscellaneous	29
<b>Total Professional/Training</b>	<b>\$ 11,657</b>

- Professional services and training increased and was driven mainly by \$1.35 million in required oil sample testing compliance for substations and \$500k for required NERC Cyber Security contractor in the Distribution Load Dispatching department.
- Oracle and Itron agreements also increased as part of the professional services.
- There was a decrease in outside legal services due to the anticipation of TCOS being done in FY 23-24.
- Kubra Bank Charges decrease due to the move to retail choice in April 2024.

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**Scheduled Charges Changes**

Scheduled Charges	(in 000s)
FY 2023-24 Operating Budget	7,162
Property and Liability Insurance	(1,846)
IT Services	35
Utility Charges	49
Supply Materials	32
Miscellaneous	(67)
<b>Total Scheduled Charges</b>	<b>\$ 5,365</b>

- Scheduled charges decreased mainly in the property insurance premiums related to advanced premiums being made in FY 2023-24.
- Miscellaneous charges also decreased for FY 24-25 primarily due to decreased charges in the Postage Schedule.
- Utility charges increase mainly due increased consumption in the electric utility charges.

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**Other expense categories with changes:**

- Supplies**  
Decreased \$100K or 6.4%, due to a decrease of chemical supplies, fuel, and safety supply costs in FY 2024-25.
- Other Charges**  
Decreased \$130K or 8.2%, due mainly to a decrease in tree trimming costs and a decrease in computer equipment. Offsetting these decreases are increases in furniture costs for ergonomic standing work stations, and increased costs for leased machinery.

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**Questions?**





### **FY 2024-25 Fund Level Expenses**

- **Debt Service**  
Increases \$4.5 million due to an increase in principal and interest payments related to the FY 2023-24 bond issuance of \$65.7 million to fund the early termination of the SPS PR Agreement as agreed upon once the full integration into ERCOT was complete.
- **Indirect Cost Allocation**  
Increases \$0.10 million primarily due to increased expenses in the city administrative cost centers.
- **Franchise Fee Equivalent / Payment in Lieu of Property Tax**  
Increases \$0.4 million and \$0.09 million respectively, due to a slight increase in projected load.
- **Transfer to Capital**  
Increases \$2.8 million due to the utilization of cash available for necessary reliability and annual projects.

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**Questions?**





**FY 2024-25 Capital Program**

#	Project	(\$ millions)
6	Annual Projects (overhead, underground, transformers, streetlights, distribution meters and system upgrade )	\$13.5
1	Transmission (DNV Cascade Upgrades)	0.01
3	Distribution (4kV Distribution Conversion, Downtown Facility Upgrades, Training Facility)	3.6
1	Vehicles	2.3
3	Substation (Substation Upgrades, Substation Capacity Upgrade – Erskine, Substation Arcflash Study)	6.9
1	NERC CIP Security	0.7
1	GIS Software Upgrades and Interfaces	0.8
<b>16</b>	<b>Total</b>	<b>\$27.8</b>

**Average annual capital program is roughly \$33.5M per year in the future and is 100% cash funded.**

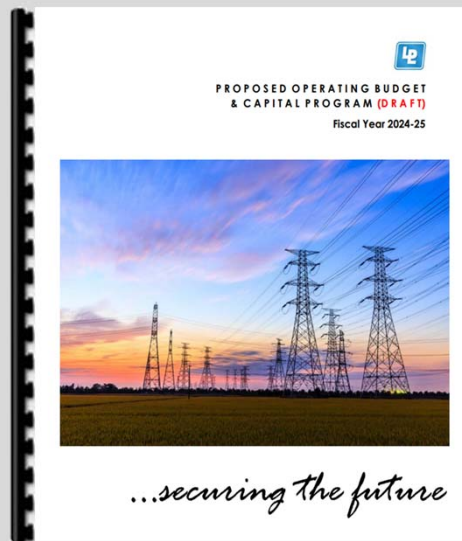
**Lubbock Power & Light**  
*The power is yours.*

# Questions?

## Budget Timeline

**FY 2024-25  
Proposed Operating Budget  
& Capital Program**




Timeline	Date
Finance Committee Presentation	July 1
Electric Utility Board Presentation	July 16
City Council Work Sessions	Aug. 1-3
City Council Budget Public Hearing	Sep. 5
City Council 1 <sup>st</sup> Reading of Ordinance	Sep. 3
City Council 2 <sup>nd</sup> Reading of Budget	Sep. 10
Beginning of FY 2024-25	Oct. 1



# Income Statement and Budget to Actuals – May

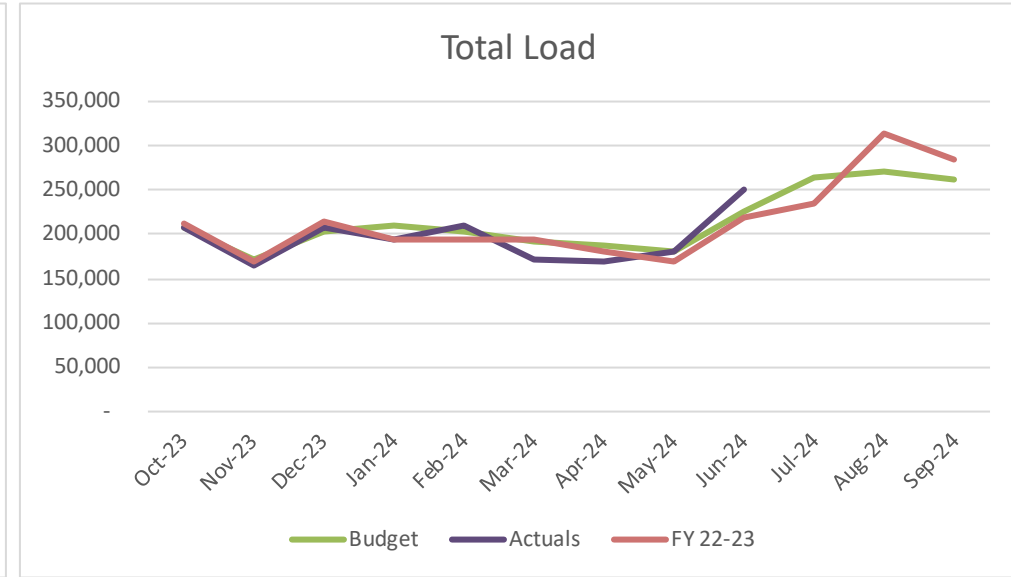
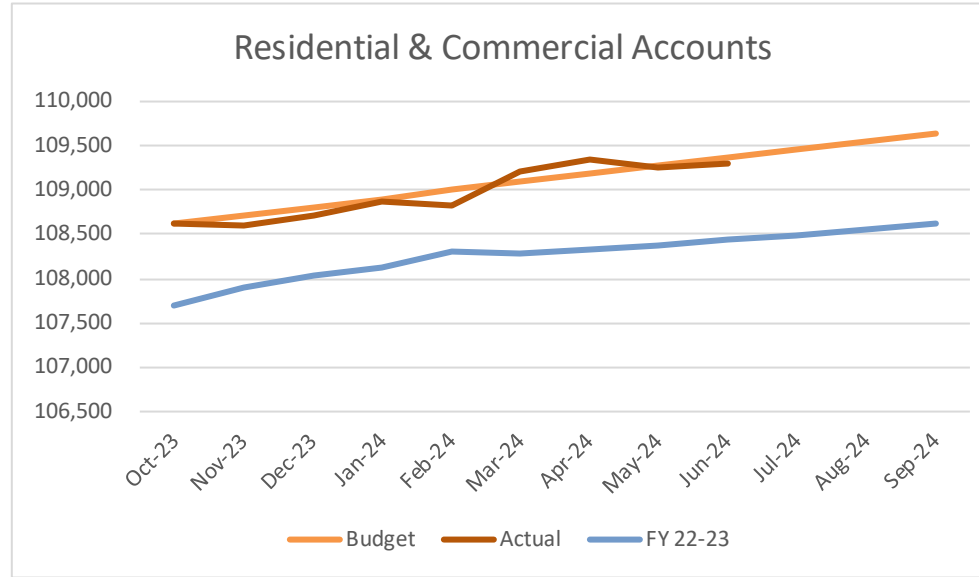
## Finance

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

Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
May	0.812	0.901		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
May	2.84	2.35		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. A higher number is better.
Days Cash on Hand	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
May	90	150		Number of days operating expenses can be covered by current cash on hand. A higher number is better.



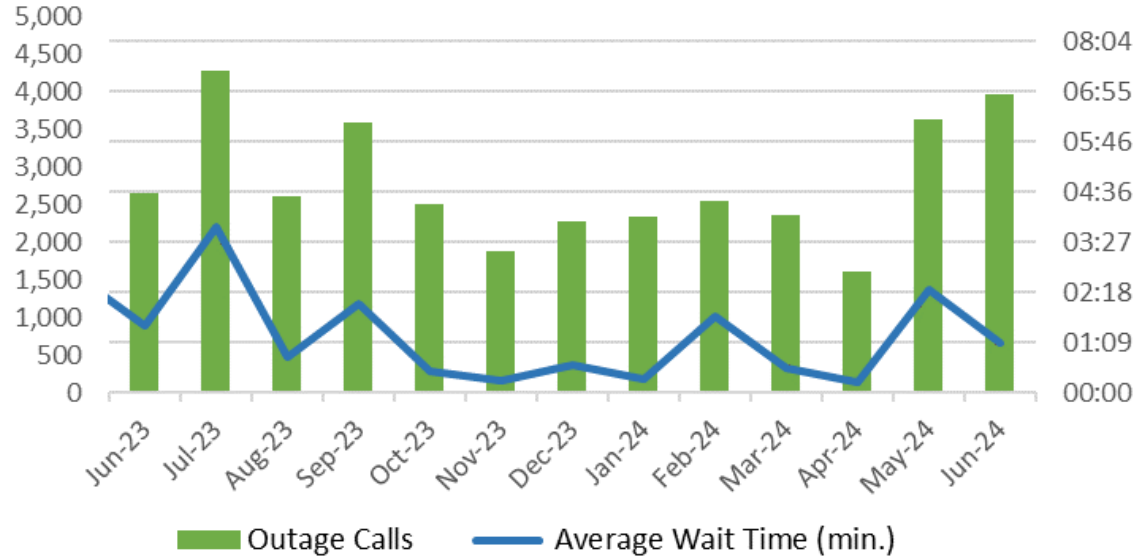
# Customer Energy Usage Budget to Actuals – June



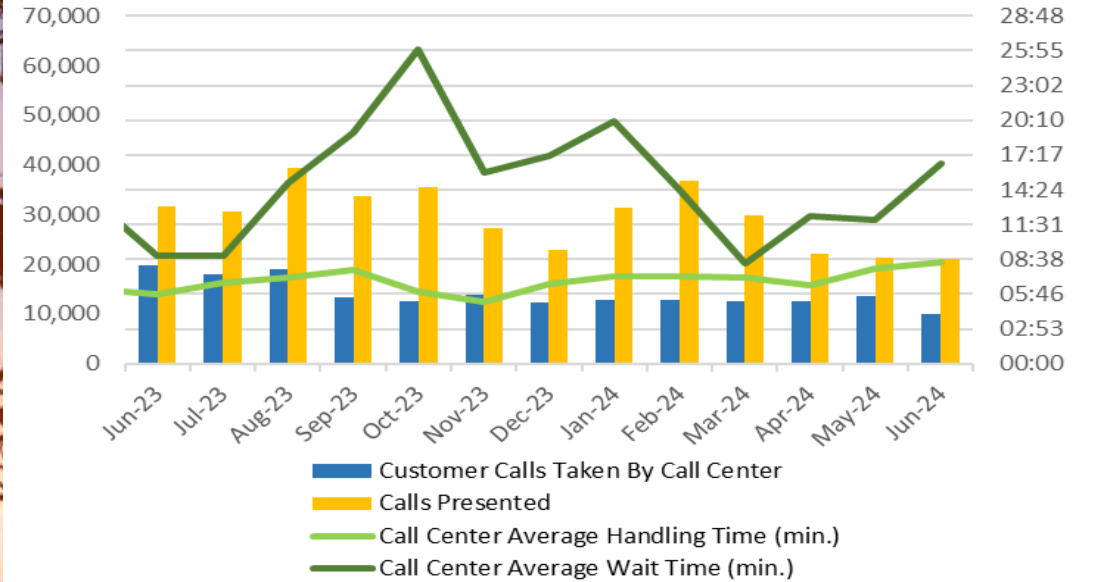
	June				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
<b>Total Load(MWh)</b>								
Residential	101,189	90,189	(10,999)	-12.2%	672,151	679,124	6,973	1.0%
Commercial & Industrial	149,667	135,201	(14,466)	-10.7%	1,085,417	1,100,879	15,462	1.4%
<b>Total</b>	<b>250,856</b>	<b>225,390</b>	<b>(25,465)</b>	<b>-11.3%</b>	<b>1,757,567</b>	<b>1,780,002</b>	<b>22,435</b>	<b>1.3%</b>
<b>Average Usage (kwh)</b>								
Residential	1,071	938	(132)	-14.1%	7,117	7,065	(52)	-0.7%
Commercial & Industrial	10,122	10,212	90	0.9%	74,706	83,155	8,449	10.2%
<b>Total</b>	<b>11,193</b>	<b>11,151</b>	<b>(42)</b>	<b>-0.4%</b>	<b>81,823</b>	<b>90,220</b>	<b>8,397</b>	<b>9.3%</b>

# LP&L Customer Service Metrics – June

### Outage Calls Activity



### Call Center Activity





# Lubbock Power & Light

## Outreach Summary

### June 2024



# Executive Summary

### LPandL.com

LPandL.com pageviews decreased (-17%) this month likely due to customers visiting their new providers for information instead.

### Employee Highlights

LP&L received special recognition from the Mayor for its contributions to Lubbock since 1916, highlighting its efforts in bringing deregulation to its customers over the past decade.

Three of our employees volunteered as dunk tank targets at the 8th Annual Employee Appreciation Picnic, which featured various activities, free food trucks, and opportunities to win prizes.

### Community Engagement:

LP&L participated in the Safety City Bike Rodeo, teaching children essential bike safety skills and raffling off two bikes, and contributed 20 volunteers to the Summer of Sharing Mobile Distribution Event, providing meals and food bags to families in Lubbock.

June	Impressions	% Change from Previous Month
Earned	1,567,486	-99%
Owned (Social + Website)	43,778	-39%
<b>Total</b>	<b>1,611,264</b>	<b>-99%</b>

# Website Overview

LPandL.com

## Highlights

- **LPandL.com** pageviews decreased (-17%) this month likely due to customers visiting their new providers.
- The **“REPs List”** page experienced a decrease (-34%), likely because customers already have the information they need.
  - The **“REPs List”** had 588 pageviews.
  - The **“Click to View the List of Approved Retail Electric Providers”** button had 23 pageviews.
- The **“Customer Education”** pages saw a decrease this month (-20%), likely due to lower activity on the Plugged In page.

Overview	June	% Change from Previous Month <small>44 of 155</small>
Users	30,106	-17%
Pageviews	38,434	-17%
Sessions	28,233	-15%
Avg Session Duration	4:00	4,044%

June	Pageviews	% Change from Previous Month
Retail Competition	2,564	-19%
REPs List	611	-34%
<i>“View REPs List” button</i>	23	-90%
<i>REPs List Page</i>	588	-14%
ERCOT	250	-5%
Customer Education	2,075	-20%
<i>Powerful Pointers</i>	100	14%
<i>Plugged In</i>	1,975	-21%
<b>Total</b>	<b>5,500</b>	<b>-21%</b>



# Community Engagement

## Social Media (Facebook/X)


### Highlights

- This month's posts covered community involvement initiatives, a board member highlight, and summer savings tips.
- Posts highlighting community initiatives received very heavy engagement compared to savings tips.
- There was one boosted post this month to promote the summer savings tips.

Type	Posts	Impressions	Engagements
Organic	5	4,859	151
Boosted	1	485	2
<b>Total</b>	<b>6</b>	<b>5,344</b>	<b>153</b>

**LP Lubbock Power & Light**  
Published by Sprout Social  
June 28 at 1:02 PM

Ensure windows and doors are properly sealed to prevent cold air from escaping and warm air from entering. Adequate insulation in your home can also help maintain a comfortable temperature year-round. For more #PowerfulPointers visit <https://lpandl.com/powerful-pointers>




**LP Lubbock Power & Light**  
Published by Tonya Gomez  
June 25 at 8:08 AM

LP&L was honored to join forces with H-E-B and South Plains Food Bank at the Summer of Sharing Mobile Distribution event on June 24th! Together, with numerous local organizations and businesses, we had the privilege of serving over 4,500 children and their families with a hot meal, free groceries, and summer activities.


At LP&L, community engagement is at the heart of what we do. We're committed to making a positive impact and look forward to continuing to work hand in hand with our community.

Here's to more partnerships and meaningful moments ahead! ❤️🙌  
#CommunityFirst #LPandLProud #LPandL




**LP LubbockPower&Light @lpandl** · Jun 20

Today marks the summer solstice, the longest day of the year! Keep cool by closing your blinds during the hottest parts of the day, or turn off your lights to save money if you'd rather soak up the sun. #SummerSavingsTip #PowerfulPointers [lpandl.com/powerful-point...](https://lpandl.com/powerful-pointers)



**LP LubbockPower&Light @lpandl** · Jun 9

We honored our past board members in May's Electric Utility Board meeting with a heartfelt thank you and a special gift. We are so grateful for their dedication, guidance, and invaluable contributions to LP&L!



# Community Engagement

## Local Events & Volunteer Efforts

### Highlights

- **Safety City**
  - LP&L participated in the Safety City Bike Rodeo, where children learned essential bike safety skills through fun, interactive courses and activities.
  - In addition to teaching participants about traffic signs, signals, and road rules, the team also raffled off two brand new bikes.
  
- **Volunteer Opportunities**
  - The team participated in the city-wide Summer of Sharing Mobile Distribution Event, hosted by H-E-B on June 24 at the South Plains Food Bank.
  - LP&L contributed with 20 dedicated volunteers to serve families with school-aged children in Lubbock.
  - In addition to a hot meal, each child received a free bag of produce, shelf-stable food items, and fun summer activities.





# Community Engagement

## Employee Highlights

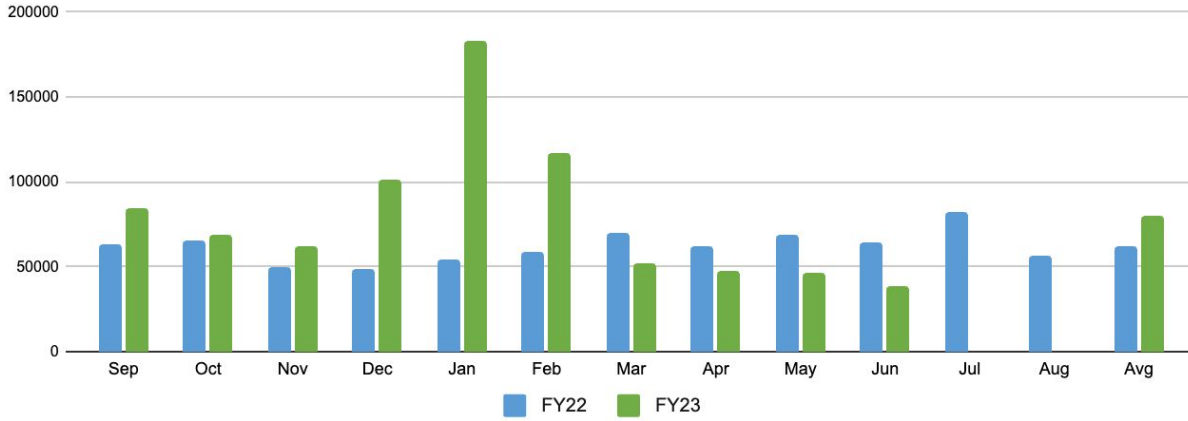
### Highlights

- **City of Lubbock Employee Appreciation Picnic**
  - Three of our employees added to the fun at the City of Lubbock’s 8th Annual Employee Appreciation Picnic by volunteering to be dunk tank targets. The event featured various activities, free food trucks, and opportunities to win prizes, making it a memorable day for all who attended.
  
- **LP&L Mayor Recognition**
  - LP&L was honored with a special recognition from the Mayor for significant contributions to Lubbock as the municipal electric provider since 1916. The recognition ceremony included the presentation of a certificate.

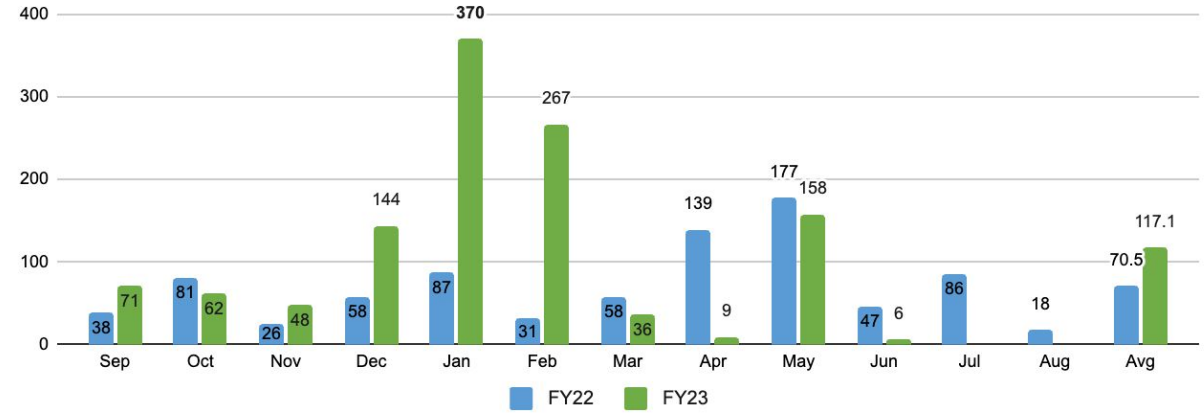


# Year-Over-Year Comparisons

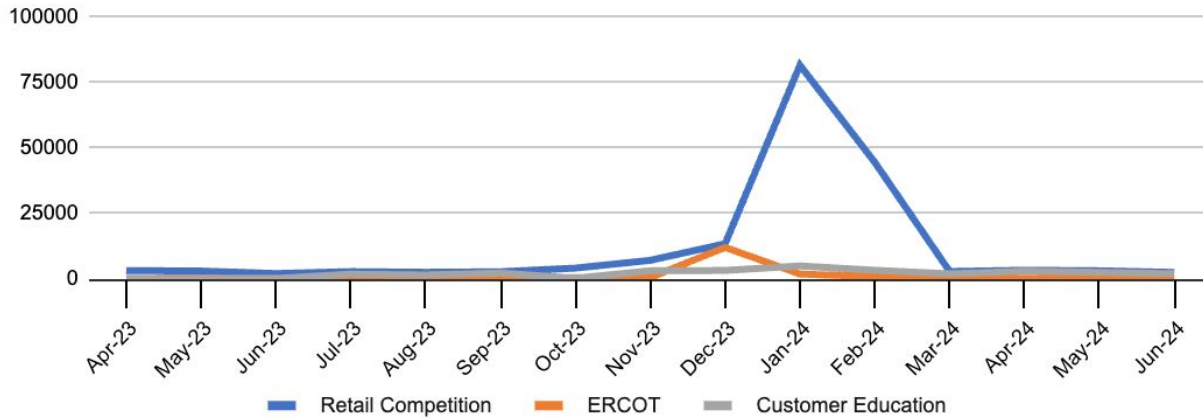
LPandL.com Pageviews (Fiscal Year Comparison)



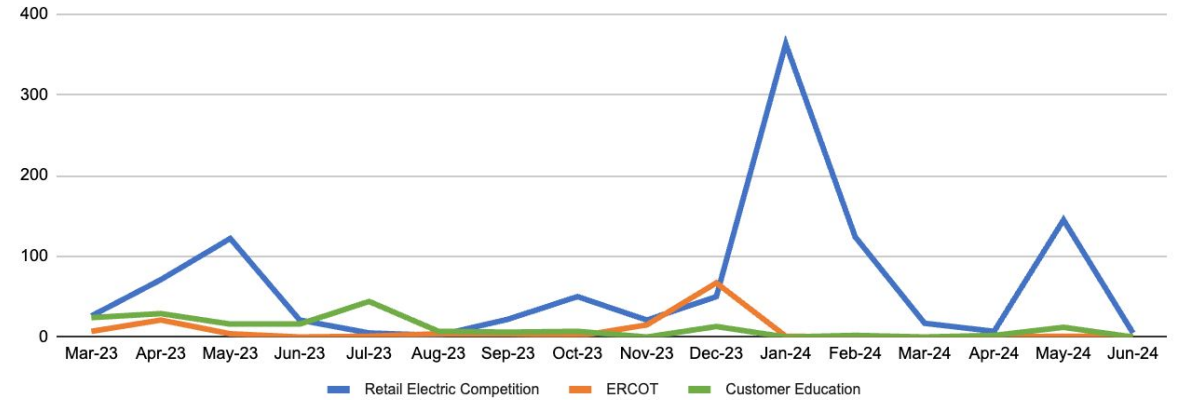
Media Stories (Fiscal Year Comparison)



Pageviews by Category Over Time

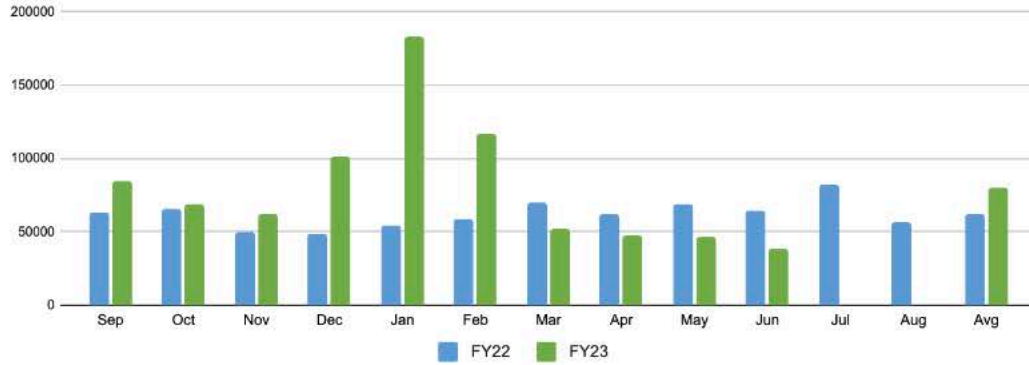


Media Stories by Category Over Time

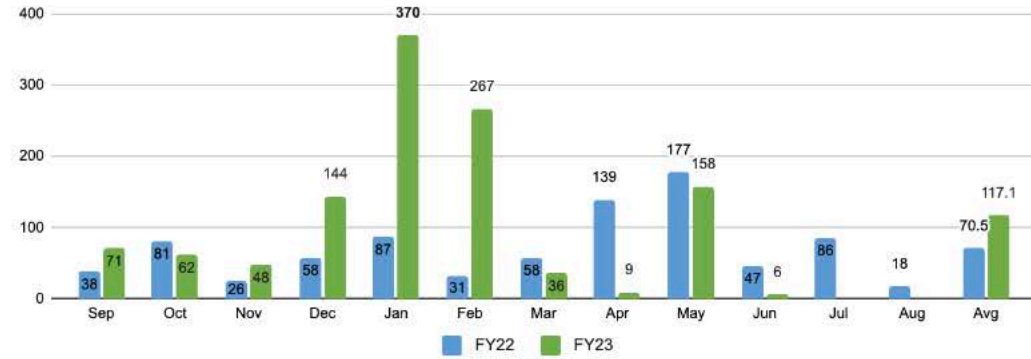


# Year-Over-Year Comparisons

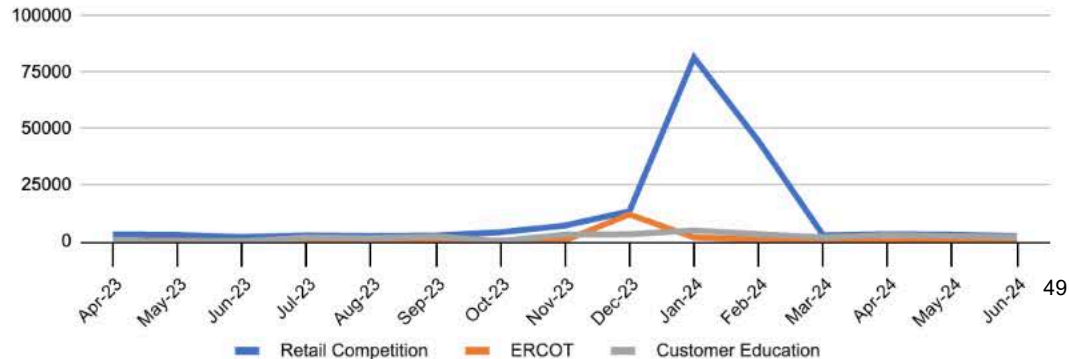
LPandL.com Pageviews (Fiscal Year Comparison)



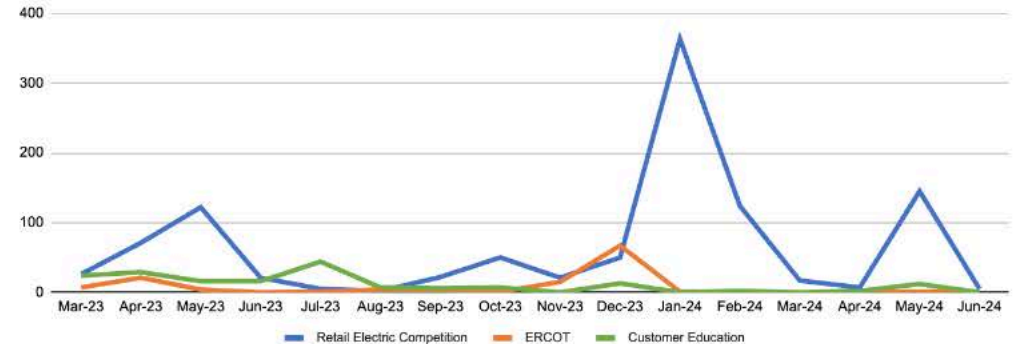
Media Stories (Fiscal Year Comparison)



Pageviews by Category Over Time



Media Stories by Category Over Time



# July 2024

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

# August 2024

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

**Lubbock Power and Light**  
**Monthly Management Report**  
**Statements of Net Position**  
**May 31, 2024**

	<b>May 2024</b>	<b>September 2023</b>
<b><u>ASSETS</u></b>		
Current assets:		
Pooled cash and cash equivalents	104,354,306	115,486,259
Receivables, net	30,308,607	48,198,085
Deferred Expenses - PPRF	-	-
Interest receivable	-	571,756
Prepaid expenses	25,000	25,000
Inventories	3,587,523	3,339,461
Total current assets	<u>138,275,436</u>	<u>167,620,561</u>
Noncurrent assets:		
Restricted investments	53,710,383	68,021,315
Prepaid expenses	722,220	811,109
	<u>54,432,603</u>	<u>68,832,424</u>
Capital assets:		
Construction in progress	58,564,539	30,372,518
Right of Use Asset-Leases	538,924	538,924
Right of Use Asset-SBITA	1,973,003	1,973,003
Production Plant	89,256,885	89,256,885
Transmission Plant	340,806,232	340,806,232
Distribution Plant	432,606,884	431,090,424
Regional Trans Market Oper Plant	2,767,780	2,767,780
General Plant	56,001,889	56,470,926
Less accumulated depreciation	(328,185,658)	(313,144,941)
Total capital assets	<u>654,330,477</u>	<u>640,131,751</u>
Total noncurrent assets	<u>708,763,080</u>	<u>708,964,175</u>
Total Assets	<u>\$ 847,038,516</u>	<u>\$ 876,584,736</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Deferred charge on refunding	\$ 145,490	\$ 145,490
Deferred outflow-Goodwill	-	-
Deferred outflows from pensions	16,186,613	16,186,613
Deferred outflows from OPEB	2,027,363	2,027,363
Total Deferred Outflows of Resources	<u>\$ 18,359,466</u>	<u>\$ 18,359,466</u>



**Lubbock Power and Light**  
**Monthly Management Report**  
**Statements of Net Position**  
**May 31, 2024**

	May 2024	September 2023
<b><u>LIABILITIES</u></b>		
Current liabilities:		
Accounts payable	\$ 9,129,803	\$ 90,698,146
Deferred Revenues - PPRF/FFE Over Collection	41,386,755	25,182,458
Accrued liabilities	1,106,791	2,916,785
Accrued interest payable	2,442,218	8,580,205
Unapplied cash	2,624,588	4,578,558
Compensated absences	2,063,359	2,063,359
Notes Payable	-	-
Bonds payable	-	17,720,000
Total current liabilities	58,753,514	151,739,511
Noncurrent liabilities:		
Compensated absences	1,501,637	1,501,637
Post employment benefits	16,227,189	16,227,189
Net pension obligation	28,980,668	28,980,668
Leases Payable	901,391	901,391
Bonds payable	539,916,072	473,538,366
Total noncurrent liabilities	587,526,957	521,149,251
Total Liabilities	\$ 646,280,471	\$ 672,888,762
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
TMRS actual vs assumption	908,593	908,593
OPEB actual vs assumption	7,276,813	7,276,813
Total Deferred Inflows of Resources	\$ 8,185,406	\$ 8,185,406
<b><u>NET POSITION</u></b>		
Net investment in capital assets	\$ 140,066,046	\$ 190,370,981
Restricted for:		
Debt Service	28,204,233	25,553,992
Unrestricted	42,661,826	(2,054,938)
Total Net Position	\$ 210,932,105	\$ 213,870,034

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

53 of 155

	May 2024	May 2023	May 2024 FYTD	May 2023 FYTD
<b><u>OPERATING REVENUES</u></b>				
Charges for services	\$ 14,611,439	\$ 25,463,790	\$ 156,978,755	\$ 220,301,559
(Over)/under collection	(38,477)	(4,556,947)	(15,488,467)	(32,226,288)
TCOS Revenue	5,298,449	4,468,867	30,939,236	28,699,335
ERCOT Hold Harmless	(1,822,883)	(1,822,921)	(14,583,133)	(14,583,370)
Provision for bad debts	(287,812)	(264,491)	(740,361)	(786,986)
Total Operating Revenues	<u>17,760,717</u>	<u>23,288,297</u>	<u>157,106,031</u>	<u>201,404,251</u>
<b><u>OPERATING EXPENSES</u></b>				
Personal services	3,149,646	1,765,737	18,310,577	15,943,628
Supplies	100,541	135,259	1,111,106	1,210,551
Maintenance	413,481	412,347	2,473,380	2,766,364
Purchase of fuel and power	3,900,715	14,787,715	94,107,292	127,694,266
Other services and charges	1,105,900	1,761,285	10,064,751	10,903,817
Depreciation and amortization	1,955,992	1,810,146	15,510,905	14,331,587
Total Operating Expenses	<u>10,626,276</u>	<u>20,672,489</u>	<u>141,578,010</u>	<u>172,850,213</u>
Operating income	<u>7,134,441</u>	<u>2,615,808</u>	<u>15,528,021</u>	<u>28,554,038</u>
<b><u>NON-OPERATING REVENUES (EXPENSES)</u></b>				
Interest income	594,109	574,119	5,509,795	4,361,359
Disposition of assets	-	-	52,418	25,603
Miscellaneous	(897,506)	(1,242,047)	(8,067,605)	(10,374,428)
IRS Build America Bond Subsidy	-	-	-	-
Interest expense on leases	-	-	-	-
Interest expense on bonds	(1,590,078)	(1,575,755)	(14,499,720)	(12,612,300)
Total Non-Operating Revenues (Expenses)	<u>(1,893,474)</u>	<u>(2,243,683)</u>	<u>(17,005,112)</u>	<u>(18,599,766)</u>
Income(Expenses) before contributions and transfers	<u>5,240,967</u>	<u>372,124</u>	<u>(1,477,091)</u>	<u>9,954,272</u>
Capital contributions	-	-	-	-
Transfers (In)	71,233	132,648	569,862	1,061,182
Transfers (Out)	(253,837)	(302,802)	(2,030,699)	(2,422,417)
Transfers, net	<u>(182,605)</u>	<u>(170,154)</u>	<u>(1,460,837)</u>	<u>(1,361,235)</u>
Change in Net Position	<u>\$ 5,058,362</u>	<u>\$ 201,970</u>	<u>\$ (2,937,928)</u>	<u>\$ 8,593,037</u>
Net Position - beginning			\$ 213,870,033	\$ 263,795,618
Net position, ending			<u>\$ 210,932,105</u>	<u>\$ 272,388,655</u>

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

	May 2024	May 2024 FYTD
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Receipts from customers	\$ 8,445,298	\$ 191,199,806
Payments to suppliers	(1,475,867)	(193,336,898)
Payments to employees	(3,149,646)	(18,310,577)
Other receipts (payments)	(897,506)	(8,067,605)
Net cash provided (used) by operating activities	<u>2,922,279</u>	<u>(28,515,274)</u>
<b><u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Transfers in from other funds	71,233	569,862
Transfers out to other funds	(253,837)	(2,030,699)
Net cash provided (used) by noncapital and related financing activities	<u>(182,605)</u>	<u>(1,460,837)</u>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Purchases of capital assets	(5,770,720)	(29,239,443)
Sale of capital assets	-	(328,881)
Principal paid on bonds	-	(20,860,000)
Issuance of bonds	-	69,517,706
Bond issuance costs	-	-
Interest paid on bonds and capital leases	-	(20,637,706)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(5,770,720)</u>	<u>(1,548,324)</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Sale (Purchase) of investments	166,299	14,310,932
Interest earnings on cash and investments	594,109	6,081,551
Net cash provided (used) by investing activities	<u>760,408</u>	<u>20,392,483</u>
Net increase (decrease) in cash and cash equivalents	(2,270,638)	(11,131,953)
Cash and cash equivalents - beginning of period	106,624,944	115,486,259
Cash and cash equivalents - end of period	<u>104,354,306</u>	<u>104,354,306</u>
<b><u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u></b>		
Operating income (loss)	7,134,441	15,528,021
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,955,992	15,510,905
Other income (expense)	(897,506)	(8,067,605)
Change in current assets and liabilities:		
Accounts receivable	(9,353,828)	17,889,478
Deferred Expenses - PPRF	-	-
Inventory	(56,569)	(248,062)
Accounts payable	1,747,276	(81,568,343)
Deferred Revenues - PPRF	38,410	16,204,297
Hold Harmless Payment	-	-
Accrued liabilities	(79,430)	(1,809,994)
Customer deposits	2,433,493	(1,953,970)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>2,922,279</u>	<u>(28,515,274)</u>

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

	FYTD Apr 2024	Annual Budget	Variance	% of Budget Realized
<b><u>FUNDING SOURCES</u></b>				
Interest earnings	\$ 4,075,759	\$ 1,190,766	\$ 2,884,993	342.28%
Rentals and recoveries	114,661	164,734	(50,073)	69.60%
Sale of equipment/recycle scrap	54,768	164,979	(110,211)	33.20%
Metered Revenues				
Uncollectable Metered Revenues	(740,360)	(387,011)	(353,349)	191.30%
Base Rates	28,869,274	31,036,684	(2,167,410)	93.02%
Distribution System Revenue		73,138,857	(73,138,857)	0.00%
Purchased Power (excl. over/under recovery)	79,778,878	101,048,114	(21,269,236)	78.95%
Franchise Fee Equivalent	7,107,647	12,577,006	(5,469,359)	56.51%
Transmission Cost of Service (TCOS)	30,939,236	44,400,000	(13,460,764)	69.68%
ERCOT Hold Harmless Payment	(14,583,133)	(22,000,000)	7,416,867	66.29%
Fees and charges	2,103,338	1,273,739	829,599	165.13%
Outside work orders	309,327	1,446,710	(1,137,383)	21.38%
Tampering fees	31,875	45,228	(13,353)	70.48%
Miscellaneous	89,826	-	89,826	0.00%
Capitalized Asset Restricted Funds	-	-	-	0.00%
Transfer from Other Funds	569,862	1,534,767	(964,905)	37.13%
TOTAL FUNDING SOURCES	<u>\$ 138,720,957</u>	<u>\$ 245,634,573</u>	<u>\$ (106,913,616)</u>	<u>56.47%</u>
<b><u>COST CENTER EXPENSES</u></b>				
<b>Administration</b>				
7111 - Administration	\$ 2,418,514	\$ 3,437,165	\$ (1,018,651)	70.36%
7112 - Regulatory Compliance	591,053	852,930	(261,877)	69.30%
7113 - Legal	882,319	1,795,786	(913,467)	49.13%
7211 - Conservation & Education	502,324	506,433	(4,109)	99.19%
<b>Purchased Power</b>				
7315 - Purchased Power	94,106,125	125,375,830	(31,269,705)	75.06%
<b>Production</b>				
7311 - Operations	342,413	515,291	(172,878)	66.45%
7316 - Cooke Station	585,967	1,170,092	(584,125)	50.08%
7317 - Brandon Station	120,297	356,972	(236,675)	33.70%
7318 - Massengale Station	1,833,082	2,454,100	(621,018)	74.69%
<b>Distribution</b>				
7411 - Supervision & Engineering	573,385	580,747	(7,362)	98.73%
7412 - Underground Lines	2,456,334	3,615,536	(1,159,202)	67.94%
7413 - Overhead Lines	3,406,470	4,045,437	(638,967)	84.21%
7414 - Load Dispatching	1,210,316	1,982,296	(771,980)	61.06%
7415 - Customer Service	3,165,046	4,701,214	(1,536,168)	67.32%
7416 - GIS	622,521	1,018,186	(395,665)	61.14%
7417 - Substations	1,755,000	2,538,870	(783,870)	69.13%
7418 - Engineering & Construction Mgmt	397,665	712,815	(315,150)	55.79%
7419 - Meter Shop	859,996	923,724	(63,728)	93.10%
7421 - Street Lights	1,626,857	2,029,157	(402,300)	80.17%
<b>Transmission</b>				
7611 - Supervision & Engineering	1,035,626	1,450,005	(414,379)	71.42%
7613 - Overhead Lines	1,039,924	1,557,089	(517,165)	66.79%
7614 - Load Dispatching	1,059,798	1,432,786	(372,988)	73.97%
7617 - Substations	529,358	940,366	(411,008)	56.29%
<b>Customer Service</b>				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	34,556	511,378	(476,822)	6.76%
7512 - Customer Information Systems	4,154,198	6,796,144	(2,641,946)	61.13%
7513 - Market Operations Group	349,020	1,581,243	(1,232,223)	22.07%
7514 - Customer Service	2,505,834	4,230,961	(1,725,127)	59.23%
7515 - Collections	1,298,781	2,437,712	(1,138,931)	53.28%
Reimbursement - City utilities & credit cards	(3,861,741)	(5,567,725)	1,705,984	69.36%
TOTAL COST CENTER EXPENSES	<u>\$ 125,601,038</u>	<u>\$ 173,982,540</u>	<u>\$ (48,381,502)</u>	<u>72.19%</u>
<b><u>FUND LEVEL EXPENSES</u></b>				
Debt service	\$ 21,843,950	\$ 36,800,935	\$ (14,956,985)	59.36%
Capitalized Interest	-	-	-	0.00%
Note Program fees	-	-	-	0.00%
Transmission System Inventory	-	-	-	0.00%
Transfers:				
Indirect cost allocation	1,270,538	1,905,807	(635,269)	66.67%
Payment in lieu of property tax	1,286,422	2,528,643	(1,242,221)	50.87%
Payment in lieu of franchise fee	6,959,157	12,643,213	(5,684,056)	55.04%
Cash funded electric capital	16,677,680	25,016,520	(8,338,840)	66.67%
Transfer to Debt Service for General Fund	760,161	1,140,242	(380,081)	66.67%
Miscellaneous Expense	69,252	83,494	(14,242)	82.94%
TOTAL FUND LEVEL EXPENSES	<u>\$ 48,867,160</u>	<u>\$ 80,118,854</u>	<u>\$ (31,251,694)</u>	<u>60.99%</u>
<b><u>TOTAL BUDGET</u></b>				
	<u>\$ 174,468,198</u>	<u>\$ 254,101,394</u>	<u>\$ (79,633,196)</u>	<u>68.66%</u>
Budget surplus/(deficit)	<u>\$ (35,747,241)</u>	<u>\$ (8,466,821)</u>	<u>\$ (27,280,420)</u>	









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

Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining	
<b>PERFORMANCE IMPROVEMENT</b>														
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,247	\$ 17,346	\$ 24,594	\$ 348,818	\$ 324,224	7.05	92.95
BENEFITS	-	-	-	-	-	-	-	1,853	6,506	8,359	142,760	134,401	5.86	94.14
SUPPLIES	-	-	-	200	1,043	-	-	5	259	1,507	1,000	(507)	150.66	(50.66)
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	51	-	46	97	18,800	18,703	0.52	99.48
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 200	\$ 1,043	\$ 51	\$ 9,104	\$ 24,158	\$ 34,556	\$ 511,378	\$ 476,822	7	93.24	
<b>CUSTOMER INFORMATION SYSTEMS</b>														
COMPENSATION	\$ 41,003	\$ 49,265	\$ 77,099	\$ 51,218	\$ 49,664	\$ 78,235	\$ 59,897	\$ 93,096	\$ 499,477	\$ 775,281	\$ 275,804	64.43	35.57	
BENEFITS	18,449	22,840	35,496	24,388	23,346	31,733	26,823	42,941	226,016	362,528	134,512	62.69	37.31	
SUPPLIES	520	560	2,447	2,625	846	868	(3,051)	550	5,366	5,666	300	94.70	5.30	
MAINTENANCE	1,711	1,711	1,725	1,711	1,711	1,711	3,153	1,711	15,145	19,643	4,498	77.10	22.90	
PROF. SERVICES/TRAINING	236,959	204,669	528,319	292,774	390,010	668,193	160,653	183,411	2,664,989	4,536,812	1,871,823	58.74	41.26	
OTHER CHARGES	-	-	-	378	31	40	166	106	721	7,271	6,550	9.92	90.08	
SCHEDULED CHARGES	99,954	99,740	101,476	99,971	99,893	100,615	41,058	99,778	742,484	1,090,943	348,459	68.06	31.94	
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 398,596	\$ 378,785	\$ 746,561	\$ 473,066	\$ 565,501	\$ 881,396	\$ 288,699	\$ 421,594	\$ 4,154,198	\$ 6,796,144	\$ 2,641,946	61.13	38.87	
<b>MARKET OPERATIONS GROUP</b>														
COMPENSATION	\$ 7,942	\$ 13,469	\$ 24,171	\$ 27,177	\$ 26,598	\$ 22,213	\$ 25,171	\$ 54,606	\$ 201,348	\$ 372,363	\$ 171,015	54.07	45.93	
BENEFITS	4,404	7,807	13,996	13,755	13,320	11,908	13,709	26,382	105,281	203,113	97,832	52	48.17	
SUPPLIES	584	69	256	898	333	106	121	304	2,672	2,500	(172)	107	(6.88)	
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	
PROF. SERVICES/TRAINING	3,581	1,054	1,225	3,352	19,435	2,999	2,981	4,530	39,155	998,968	959,813	4	96.08	
OTHER CHARGES	-	-	-	-	-	36	-	46	82	1,000	918	8	91.83	
SCHEDULED CHARGES	-	-	-	-	-	-	322	161	483	3,300	2,817	15	85.38	
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENDITURES	\$ 16,510	\$ 22,399	\$ 39,648	\$ 45,181	\$ 59,686	\$ 37,261	\$ 42,304	\$ 86,030	\$ 349,020	\$ 1,581,243	\$ 1,232,224	22.07	77.93	
<b>CUSTOMER SERVICE</b>														
COMPENSATION	126,048	161,483	221,413	171,316	153,308	151,312	151,301	219,304	1,355,485	2,351,843	996,358	57.64	42.36	
BENEFITS	64,614	81,483	120,809	85,510	80,884	80,691	78,763	111,633	704,387	1,286,087	581,700	54.77	45.23	
SUPPLIES	568	788	1,248	1,289	685	978	1,888	856	8,300	18,803	10,503	44.14	55.86	
MAINTENANCE	-	1,449	2,173	470	780	-	-	9,147	14,019	-	(14,019)	-	-	
PROF. SERVICES/TRAINING	3,592	2,486	2,444	696	1,209	6,289	(565)	3,132	19,283	40,976	21,693	47.06	52.94	
OTHER CHARGES	-	4,505	-	-	-	-	-	49,901	54,407	7,898	(46,509)	688.87	(588.87)	
SCHEDULED CHARGES	43,492	43,642	43,774	43,998	43,753	43,722	43,849	43,722	349,953	525,354	175,401	66.61	33.39	
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENDITURES	\$ 238,314	\$ 295,837	\$ 391,861	\$ 303,279	\$ 280,619	\$ 282,992	\$ 275,236	\$ 437,696	\$ 2,505,834	\$ 4,230,961	\$ 1,725,127	59.23	40.77	
<b>COLLECTIONS</b>														
COMPENSATION	62,085	79,916	160,441	73,195	75,418	77,322	75,860	112,489	716,725	1,360,246	643,521	52.69	47.31	
BENEFITS	30,479	40,910	75,589	38,952	39,438	40,318	40,335	59,518	365,539	762,869	397,330	47.92	52.08	
SUPPLIES	1,031	373	5,041	561	496	1,518	5,831	1,181	16,032	34,284	18,252	46.76	53.24	
MAINTENANCE	63	-	2,001	221	337	161	43	184	3,010	6,392	3,382	47.08	52.92	
PROF. SERVICES/TRAINING	11,839	16,381	8,984	14,753	21,973	23,313	11,535	3,132	111,911	135,150	23,239	82.80	17.20	
OTHER CHARGES	-	-	-	-	-	-	-	-	-	2,000	2,000	-	100.00	
SCHEDULED CHARGES	10,433	10,134	11,759	10,510	10,889	10,791	11,103	9,943	85,563	136,772	51,209	62.56	37.44	
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENDITURES	\$ 115,931	\$ 147,714	\$ 263,816	\$ 138,192	\$ 148,551	\$ 153,423	\$ 144,706	\$ 186,447	\$ 1,298,781	\$ 2,437,712	\$ 1,138,932	53.28	46.72	
<b>LP&amp;L FUND OPERATING EXPENSES</b>														
COMPENSATION	1,273,922	1,544,999	2,755,433.27	1,568,410.54	1,518,845.42	1,541,889.35	1,572,029.61	2,379,504.36	14,155,034	20,956,100	6,801,067	67.55	32.45	
BENEFITS	502,135	627,675	1,072,333	655,338.11	634,927.49	640,526.89	642,279.00	971,001.78	5,746,216	9,049,546	3,303,331	63.50	36.50	
SUPPLIES	12,255,722	16,322,015	15,363,896	22,078,595.14	14,601,700.87	7,834,907.77	2,958,020.06	4,029,501.62	95,444,359	127,360,559	31,916,200	74.94	25.06	
MAINTENANCE	296,896	366,455	251,726	272,902	271,262	308,875	291,784	413,481	2,473,380	3,257,434	784,054	75.93	24.07	
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	100.00	
PROF. SERVICES/TRAINING	652,808	653,060	897,594	669,816	932,667	1,108,698	426,119	588,883	5,929,644	10,111,083	4,181,439	58.64	41.36	
OTHER CHARGES	101,050	140,192	116,102	172,292	111,734	111,967	122,724	202,376	1,078,437	1,626,551	548,114	66.30	33.70	
SCHEDULED CHARGES	599,593	576,408	588,473	600,865	588,834	581,240	523,322	559,582	4,618,317	7,162,968	2,544,651	64.47	35.53	
CAPITAL OUTLAY	-	-	-	-	-	9,670	-	7,725	17,395	26,025	8,630	66.84	33.16	
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENDITURES	\$ 15,682,123	\$ 20,230,804	\$ 21,045,556	\$ 26,018,219	\$ 18,659,970	\$ 12,137,773	\$ 6,536,278	\$ 9,152,055	\$ 129,462,779	\$ 179,550,265	\$ 50,087,487	72.10	27.90	

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

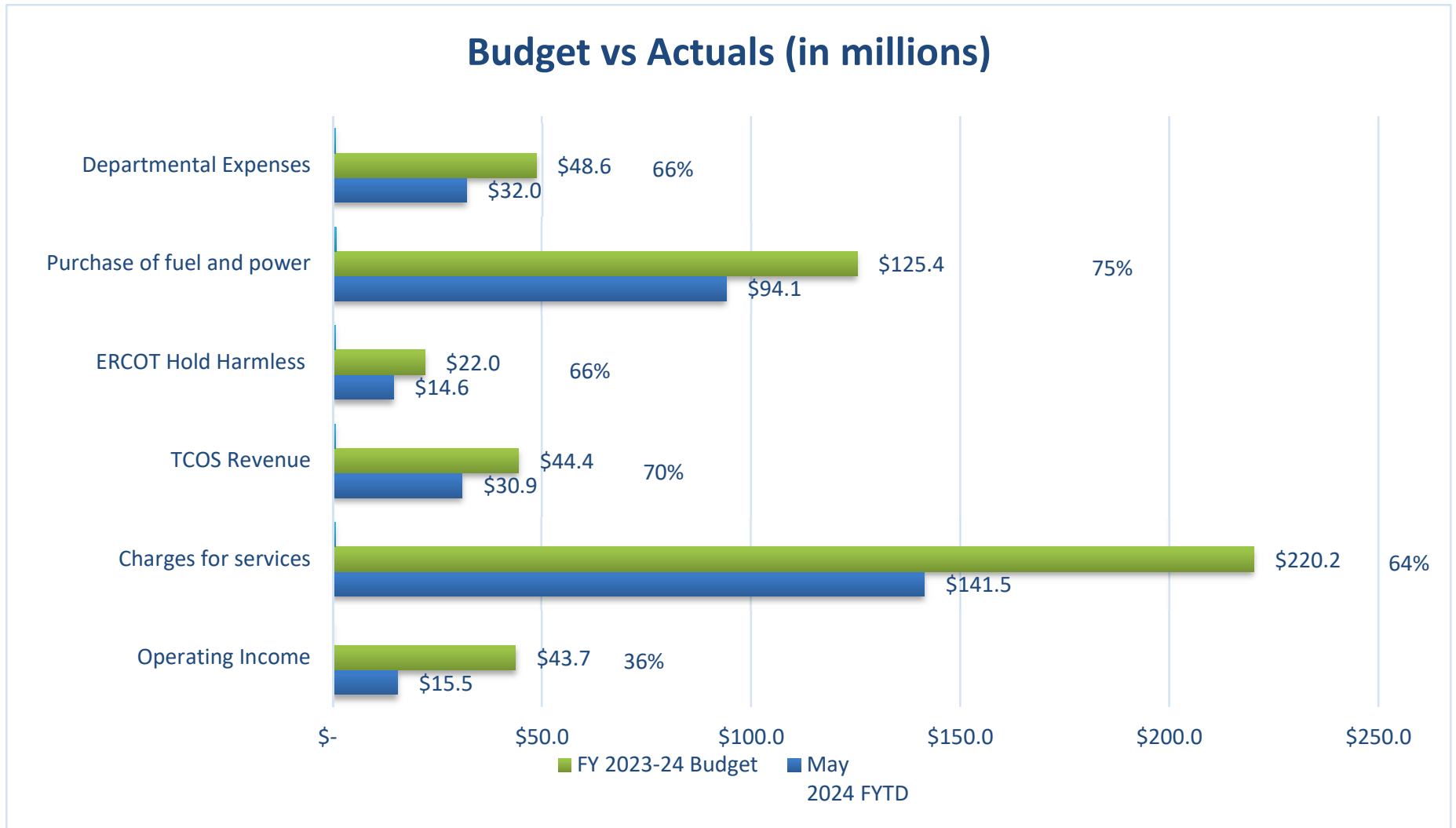
Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 721,195	\$ 19	\$ 1,629,647	69.32	30.68
8626 Distribution Planning	680,000	313,373	37,941	328,687	48.34	51.66
8688 Smart Meter Texas Integration	1,574,520	-	-	1,574,520	100.00	-
92331 Fiber optic Communications	2,965,000	921,724	113,509	1,929,766	65.08	34.92
92484 Substation Upgrades	5,200,000	3,246,083	946,194	1,007,723	19.38	80.62
92537 GIS Software Upgrades and Interfaces	2,435,000	1,621,864	284,400	528,736	21.71	78.29
92605 Operations System Upgrades	1,765,000	979,456	733,689	51,855	2.94	97.06
92608 Red Raider Substation Distribution Feeders	4,740,000	4,474,031	-	265,969	5.61	94.39
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47	77.53
92680 Substation Capacity Upgrade - Northeast	9,505,000	6,568,891	2,095,333	840,777	8.85	91.15
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,061,138	-	482,362	31.25	68.75
92684 FY 2020-24 Distribution Transformers	16,375,000	9,521,431	3,340,827	3,512,742	21.45	78.55
92685 FY 2020-24 Distribution System Upgrade	12,050,000	9,477,098	11,451	2,561,451	21.26	78.74
92686 FY 2020-24 Overhead Lines	9,220,500	8,846,260	14,184	360,056	3.90	96.10
92687 FY 2020-24 Street Lights	4,282,100	3,756,340	-	525,760	12.28	87.72
92688 FY 2020-24 Underground Distribution	12,117,000	11,840,915	30,975	245,110	2.02	97.98
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	20,278,185	3,349,934	253,018	1.06	98.94
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	16,052,161	865,287	1,637,117	8.82	91.18
92695 Downtown Facility Upgrades	3,235,000	2,899,497	210,852	124,652	3.85	96.15
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,787,824	104,748	177,428	2.51	97.49
92728 Substation Capacity Upgrade - Thompson	4,740,000	3,792,425	64,053	883,522	18.64	81.36
92729 Substation Capacity Upgrade - Vicksburg	12,417,891	11,878,708	7,117	532,066	4.28	95.72
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73	29.27
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,149,975	12,275	145,641	3.38	96.62
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	61,478	2,976,705	47.95	52.05
92733 DNV-GL Cascade Upgrades	250,000	176,228	73,000	772	0.31	99.69
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27	78.73
92735 FY 2021-22 Vehicles and Equipment	2,625,000	2,172,863	310,450	141,687	5.40	94.60
92788 4kV Distribution Conversion	3,279,273	187,755	586,880	2,504,638	76.38	23.62
92789 NERC Security for Substation	100,000	22	-	99,978	99.98	0.02
92790 Security Upgrade for Hill Building	110,000	-	-	110,000	100.00	-
92791 UCSC Expansion	138,000	-	-	138,000	100.00	-
92792 FY 2022-23 Vehicles & Equipment	3,715,000	2,118,669	1,264,556	331,775	8.93	91.07
92829 Work Order System	2,000,000	-	-	2,000,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	-	4,770,000	100.00	-
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00	-
92840 Spare Autotransformer	500,000	-	-	500,000	100.00	-
92841 FY 2023-24 Vehicles & Equipment	2,560,000	933,379	1,524,767	101,855	3.98	96.02
	<b>\$ 189,363,014</b>	<b>\$ 139,158,641</b>	<b>\$ 16,048,417</b>	<b>\$ 34,155,955</b>	<b>18.04</b>	<b>81.96</b>

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

Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 721,195	\$ 19	\$ 1,629,647	69.32
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
92331 Fiber optic Communications	2,600,000	921,724	113,509	1,564,766	60.18
92484 Substation Upgrades	4,350,000	3,246,083	946,194	157,723	3.63
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92608 Red Raider Substation Distribution Feeders	4,740,000	4,474,031	-	265,969	5.61
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47
92680 Substation Capacity Upgrade - Northeast	9,505,000	6,568,891	2,095,333	840,777	8.85
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	3,500,000	3,500,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	-	-	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	16,052,161	865,287	1,637,117	8.82
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,787,824	104,748	177,428	2.51
92728 Substation Capacity Upgrade - Thompson	4,740,000	3,792,425	64,053	883,522	18.64
92729 Substation Capacity Upgrade - Vicksburg	12,417,891	11,878,708	7,117	532,066	4.28
92730 Cooke Facility Remodel	-	-	-	-	-
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,149,975	12,275	145,641	3.38
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	61,478	2,976,705	47.95
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92735 FY 2021-22 Vehicles and Equipment	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	187,755	586,880	879,638	53.17
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92792 FY 2022-23 Vehicles & Equipment	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	-	-	-	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92841 FY 2023-24 Vehicles & Equipment	-	-	-	-	-
	<b>\$ 103,817,148</b>	<b>\$ 86,721,064</b>	<b>\$ 4,856,892</b>	<b>\$ 12,239,192</b>	<b>11.79</b>

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

Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	680,000	313,373	37,941	328,687	48.34
8688 Smart Meter Texas Integration	1,574,520	-	-	1,574,520	100.00
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	850,000	-	-	850,000	100.00
92537 GIS Software Upgrades and Interfaces	1,220,000	406,864	284,400	528,736	43.34
92605 Operations System Upgrades	1,765,000	979,456	733,689	51,855	2.94
92608 Red Raider Substation Distribution Feeders	-	-	-	-	-
92634 LP&L - GIS Office Renovations	-	-	-	-	-
92680 Substation Capacity Upgrade - Northeast	-	-	-	-	-
92681 ERCOT Conversion Work	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,061,138	-	482,362	31.25
92684 FY 2020-24 Distribution Transformers	12,875,000	6,021,431	3,340,827	3,512,742	27.28
92685 FY 2020-24 Distribution System Upgrade	12,050,000	9,477,098	11,451	2,561,451	21.26
92686 FY 2020-24 Overhead Lines	9,220,500	8,846,260	14,184	360,056	3.90
92687 FY 2020-24 Street Lights	4,282,100	3,756,340	-	525,760	12.28
92688 FY 2020-24 Underground Distribution	12,117,000	11,840,915	30,975	245,110	2.02
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	3,462,048	3,349,934	253,018	3.58
92693 Distribution System Upgrade-Improvements-Expansion	-	-	-	-	-
92695 Downtown Facility Upgrades	860,000	524,497	210,852	124,652	14.49
92727 Substation Capacity Upgrade - Co-op	-	-	-	-	-
92728 Substation Capacity Upgrade - Thompson	-	-	-	-	-
92729 Substation Capacity Upgrade - Vicksburg	-	-	-	-	-
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73
92731 Yellowhouse Substation Capacity upgrade	-	-	-	-	-
92732 McDonald Substation Capacity upgrade	-	-	-	-	-
92733 DNV-GL Cascade Upgrades	250,000	176,228	73,000	772	0.31
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27
92735 FY 2021-22 Vehicles and Equipment	2,625,000	2,172,863	310,450	141,687	5.40
92788 4kV Distribution Conversion	1,625,000	-	-	1,625,000	100.00
92789 NERC Security for Substation	100,000	22	-	99,978	99.98
92790 Security Upgrade for Hill Building	110,000	-	-	110,000	100.00
92791 UCSC Expansion	138,000	-	-	138,000	100.00
92792 FY 2022-23 Vehicles & Equipment	3,715,000	2,118,669	1,264,556	331,775	8.93
92829 Work Order System	2,000,000	-	-	2,000,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	-	4,770,000	100.00
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00
92840 Spare Autotransformer	500,000	-	-	500,000	100.00
92841 FY 2023-24 Vehicles & Equipment	2,560,000	933,379	1,524,767	101,855	3.98
	<b>\$ 85,545,866</b>	<b>\$ 52,437,578</b>	<b>\$ 11,191,525</b>	<b>\$ 21,916,763</b>	<b>25.62</b>



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

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21113702	Techline Inc.	6/3/2024	\$10,950.00	10FT DOUBLE DEAD END ASSEMBLIES	Warehouse
21113702	Techline Inc.	6/3/2024	\$3,800.00	1/0 - 500 KCM BAR TAP LUG	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$27,040.00	55FT CL 2 CREOSOTE - TREATED POLE	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$24,234.00	45'CL 2 WOOD POLE - CREOSOTE TREATED TRANSFORMER	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$7,980.00	CLUSTER MOUNT 25KV INSULATED	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$4,920.00	CAP 4/0 QUAD C4/0	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$6,776.00	ACSR WIRE 40FT CL 4	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$23,694.00	CREOSOTE - TREATED POLE 50FT CL 2	Warehouse
21113703	KBS Electrical Distributors, Inc.	6/3/2024	\$24,606.00	CREOSOTE - TREATED POLE NO.477 MCM FORMED TIE WIRE WRPLK SINGLE	Warehouse
21113738	Anixter Inc.	6/13/2024	\$3,100.00	SUPPORT	Warehouse
21113738	Anixter Inc.	6/13/2024	\$9,387.84	POLE STABILIZER NO.4 ACSR BARE WIRE BREAK STRENGTH 2290	Warehouse
21113739	KBS Electrical Distributors, Inc.	6/13/2024	\$6,480.00	LB #4 TRIPLEX IN	Warehouse
21113739	KBS Electrical Distributors, Inc.	6/13/2024	\$4,320.00	500'CO 10FT DOUBLE DEAD END	Warehouse
21113740	Techline Inc.	6/13/2024	\$10,950.00	ASSEMBLIES Residential Strt.	Warehouse
21113740	Techline Inc.	6/13/2024	\$39,000.00	Lght T. III	Warehouse
21404154	Techline Inc.	6/26/2024	\$10,455.00	350 MCM Compact Compression Lug	Warehouse
21113783	KBS Electrical Distributors, Inc.	6/27/2024	\$5,580.00	3/8" STRANDWISE LONG BAIL	Warehouse
21113784	Techline Inc.	6/27/2024	\$5,850.00	NO. 2 600V WIRE 500FT REEL	Warehouse

**Extended Cost to Receive**

**\$229,122.84**





**Lubbock Power & Light  
Electric Utility Board**

Agenda Item Summary

**Meeting Date:** July 16, 2024

---

**Summary:**

Discuss and take action on the Lubbock Power & Light FY 2024-25 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

**Background/Fiscal Impact:**

The Electric Utility Board (EUB) is charged with approving and submitting an annual budget and capital program for Lubbock Power and Light (LP&L) to the City Council for their consideration. Included in the resolution is the delegation of authority to the Chief Administrative Officer or his designee, for the Fiscal Year 2024-25 budget, to submit transfers between a departmental budget and to make transfers between funds within the budget, which will neither decrease a program or service adopted in the budget, nor increase expenditures approved in the budget, to the City Manager for approval. This delegation allows business processes to continue, without interruption, in order to avoid delays or setbacks to the overall distribution construction timelines for the upgrades to the system.

LP&L presented a preliminary proposed budget draft to the Finance Committee at their July 1, 2024 meeting. Changes between the draft presented on July 1, 2024, and the proposed final version include the following:

- 1) Added a line item in the fund level expenses to account for the early payoff of callable bonds in FY 2024-25 through FY 2026-27. The buy down of these bonds will provide interest savings to the Utility and will decrease the debt service in future years.
- 2) Utilized a total of \$12,325,000 in unallocated bonds (\$6,455,000 in FY 2024-25 and \$5,870,000 in FY 2025-26) to fund three (3) distribution capital projects. These bonds reduce the amount of cash utilized over the next two (2) years and is reflected in the budget's "Transfer to Capital Program" line item.
- 3) Increased the FY 2024-25 PILOT transfer from \$2,615,485 to \$3,795,469. The PILOT transfer to the City by ordinance calculation changed from a percentage (%) of metered revenues to an ad valorem tax calculation based on LP&L assets.
- 4) Increased the Administration's FY 2024-25 Budget by \$35,000 to include funding for the purchase of Financial Software that will accelerate financial reporting and provide meaningful data for financial analysis.

**Recommendation:**

Staff recommends EUB approval of the Proposed FY 2024-25 Operating Budget and Capital Program.

## RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve and adopt the budget of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting an annual budget for Lubbock Power & Light to the City Council for approval pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, the City Council of the City of Lubbock delegates to the City Manager the authority to approve transfers between a departmental budget and to make transfers between funds within the budget which will neither decrease a program or service adopted in the budget, nor increase expenditures approved in the budget, in order to meet unanticipated expenditures within the department, program or service;

WHEREAS, the Electric Utility Board desires to authorize the Chief Administrative Officer, or his designee, for the Fiscal Year 2024-25 budget, to have delegated authority to submit proposed transfers between a departmental budget and to make transfers between funds within the budget, which will neither decrease a program or service adopted in the budget, nor increase expenditures approved in the budget, to the City Manager for approval; NOW, THEREFORE:

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

THAT the Electric Utility Board, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the budget to the City Council and recommends that such budget be adopted as part of the official City of Lubbock Budget for fiscal year 2024-25.

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

THAT the Electric Utility Board desires to delegate its authority to the Chief Administrative Officer or his designee, and further authorizes the Chief Administrative Officer or his designee, for the Fiscal Year 2024-25 budget, to submit transfers between a departmental budget and to make transfers between funds within the budget, which will neither decrease a program or service adopted in the budget, nor increase expenditures approved in the budget, to the City Manager for approval.

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

THAT the Chief Administrative Officer, or his designee, shall update the Electric Utility Board monthly on any and all transfers submitted to the City Manager for approval under the authority delegated herein.

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

THAT the delegation provided herein to the Chief Administrative Officer shall be null and void and of no force and effect unless the City Council of the City of Lubbock also delegates to the City Manager the authority to approve transfers between a departmental budget and to make transfers between funds within the budget which will neither decrease a program or service adopted in the budget, nor increase expenditures approved in the budget, in order to meet unanticipated expenditures within the department, program or service for the Fiscal Year 2024-25 budget;

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

THAT this resolution and the budget as provided to the Electric Utility Board at its July 16, 2024 Regular Meeting be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock and as may be required by Chapter 102 of the Texas Local Government Code and shall be deemed filed with the City Secretary when this resolution and the budget are delivered to the City Secretary.

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

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Gwen Stafford, Chair

ATTEST:

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Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

**Lubbock Power & Light**  
**Electric Utility Board**  
Agenda Item Summary

**Meeting Date:** July 16, 2024

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**Summary:**

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute an eighth amendment to the Professional Services Agreement (PSA) dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc. (TMG), expanding the scope of services to include work required to integrate with Smart Meter Texas.

**Background/Discussion:**

As part of LP&L's transition to the retail market, Transmission/Distribution Service Providers (TDSPs) are required to send certain electric meter data to Smart Meter Texas (SMT). SMT is an interoperable information system that stores electric meter usage data. This information will allow customers, Retail Electric Providers (REPs), and authorized market participants to access real time and/or near real time meter usage data.

LP&L must develop custom processes to support the transfer of the following data from Cloud Customer Service (CCS) to SMT: Premise Attributes; Meter Attributes; Retailer of Record Attributes; Monthly Billing Reads; 15-minute Interval and Daily Register Read Data; and On-Demand Meter Read.

The scope of this document is limited to the development of custom data file extracts, as previously mentioned in the custom process section, to support the interface with SMT and includes a real-time interface with SMT to support on-demand meter reads.

This Eighth Amendment is also subject to approval of the Lubbock City Council.

**Fiscal Impact:**

A total of **\$1,574,520.00** is appropriated and available in account number **8688 (Smart Meter Texas Integration)** for this purpose.

**Recommendation:**

Staff recommends an eighth amendment to the existing PSA with TMG, to include data integration work with Smart Meter Texas and to increase the not-to-exceed amount by **\$103,920.00** from **\$6,679,126.00** to **6,783,046.00**, or such alternative action as the Electric Utility Board may deem appropriate.

## RESOLUTION

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

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the “Original Agreement”), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. (“TMG”) to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWF") projects (the "Activities" or "Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 (“First Amendment”), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 (“Second Amendment”), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 (“Third Amendment”), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 (“Fourth Amendment”), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated January 11, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 (“Fifth Amendment”), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 (“Sixth Amendment”) the Original Agreement was amended to increase the not-

to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 (“Seventh Amendment”) the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, LP&L and TMG seek to amend the Original Agreement to increase the scope of the Services to accommodate Smart Meter Texas, to increase the Not-to-Exceed amount, and to provide for additional time for TMG to complete the Services. NOW, THEREFORE:

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

THAT the Chair of the Electric Utility Board 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”), that certain Eighth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, 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 this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize and direct the Mayor of the City of Lubbock to execute this Eighth Amendment to Professional Services Agreement by and between LP&L and TMG Utility Advisory Services, Inc. within sixty (60) days of the date hereof.

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

\_\_\_\_\_  
Gwen Stafford, Chair

ATTEST:

\_\_\_\_\_  
Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer,

APPROVED AS TO FORM:

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Keli Swan, General Counsel

**EIGHTH AMENDMENT  
to  
PROFESSIONAL SERVICES AGREEMENT**

This Eighth Amendment to Professional Services Agreement is entered into this 16<sup>th</sup> day of July, 2024, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”), and TMG Utility Advisory Services, Inc. (“TMG”).

WITNESSETH

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the “Original Agreement”), LP&L, through action by the Electric Utility Board and the City Council, contracted with TMG to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWF") projects (the " Activities" or " Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 (“First Amendment”), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 (“Second Amendment”), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;



WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 (“Third Amendment”), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 (“Fourth Amendment”), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated December 15, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 (“Fifth Amendment”), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 (“Sixth Amendment”) the Original Agreement was amended to increase the not-to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 (“Seventh Amendment”) the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, LP&L and TMG seek to amend the Original Agreement to increase the scope of the Services to accommodate Smart Meter Texas provide for additional time for TMG to complete the Services..

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

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

“The term of this Contract commences on the Effective Date and continues without interruption for a Period of Performance scheduled from approximately May 2023 through December 31, 2025.”

2. Article II, Services and Compensation, Section C, is deleted in its entirety and hereby replaced with the following:

“Except as provided below, the total sum to be paid hereunder shall not exceed, in any circumstance, the sum of six million seven hundred eighty three thousand forty six and NO/dollars (\$6,783,046.00).”

3. Exhibit A to the Original Agreement, as amended, is hereby further amended by Exhibit 6, to supplement existing tasks and provide for additional tasks as identified and described in Exhibit 6, as attached hereto and incorporated herein.
4. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the parties have executed this Eight Amendment to Professional Services Agreement by their duly authorized representatives as of the date first written above.

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

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

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Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:

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Keli Swan, General Counsel

TMG Utility Advisory Services, Inc.

By: Pam Glanvill

Title: President



Scope of Work  
for  
Smart Meter Texas  
Integration

June 29, 2024  
Version: 1.0



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## Summary of Business Need

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The purpose of this Scope of Work (“SOW”) is to detail the proposed services for City of Lubbock, Texas, acting by and through Lubbock Power & Light (“LP&L”), and TMG Utility Advisory Services, Inc. DBA TMG Consulting, a Texas corporation (“TMG” or “Consultant”).

In March 2024, LP&L completed its transition to Retail Competition for electric services. As part of LP&L’s transition, they are required to send certain data to Smart Meter Texas (SMT). Smart Meter Texas is an interoperable information system which stores electric meter usage data received from participating Texas Transmission and Distribution Service Providers (TDSPs), and provides access to meter usage data to Customers, Retail Electric Providers (REPs), and authorized Third Parties. LP&L is a TDSP and therefore, LP&L must develop custom processes in order to interface with SMT. TMG has agreed to build, configure, and test this solution.

## Scope of Work/Services

---

TMG will perform the following services:

- Finalize a functional specification for delivery and sign-off by LP&L.
- Create and deliver a technical specification for delivery and sign-off by LP&L.
- Code and test custom file extracts of the following data to support the interface with SMT:
  - Premise Attributes
  - Meter Attributes
  - ROR Attributes
  - Monthly Billing Reads
  - 15-minute Interval and Daily Register Read Data
  - Real-time interface with SMT to support On-Demand Meter Reads.
- Verify the test results during PRT.
- Provide Content Migration Assistant (CMA) with documentation to LP&L USS team.
- Support the USS team with testing.
- Support the USS team with configuration migration to PROD.

---

## Assumptions

This section identifies the assumptions used to determine the level of effort required for these additional services.

1. The requirements defined in Smart Meter Texas 3.0 TDSP MOU data are used to determine level of effort for this Statement of Work.
2. The functional design provided in Attachment A will not require material changes.
3. No additional development is required for 15-minute Interval and Daily Register Read Data. The current Consumption Extract LSE file sent to ERCOT will be the same file sent to SMT for this requirement.
4. TMG will use onshore resources to finalize the functional design, pre-release testing (PRT) and support LP&L when testing the solution.
5. TMG will use offshore resources to create the technical design, code, unit test and delivery a completed solution



for final testing.

6. LP&L personnel are available as required to load, configure and test the solution.
7. Access to LP&L systems and software will be granted as necessary to perform the work.
8. TMG will review and follow LP&L's security policy and procedures.

## Services Costs and Rate Card

The pricing for this effort will be based on actual Time spent completing the tasks, billed on a time and materials basis. TMG will be using the existing LP&L proposed hourly rate of \$210 per hour for on shore activities and \$65 per hour for offshore activities.

As stated, TMG will invoice LP&L for actual hours expended on a time and material basis, with net 30 for undisputed amounts, not exceeding one hundred three thousand nine hundred twenty and no/dollars (\$103,920.00)

CCS Entity	SMT Interface	On Shore Design Support	Offshore Design	Code and Unit Testing	On-site Integration Testing	Total Hours	On Shore Cost	Offshore Cost	Total Cost
Premise	Meter Premise	12	24	40	24	100	\$7,560.00	\$4,160.00	\$11,720.00
Service Point	Meter Attributes								
Device	Meter Attributes	24	48	80	48	200	\$15,120.00	\$8,320.00	\$23,440.00
Service Agreement	Retail Electric Provider of Record	12	24	40	24	100	\$7,560.00	\$4,160.00	\$11,720.00
Batch Bill Determinants	Monthly Billed Reads	12	24	40	24	100	\$7,560.00	\$4,160.00	\$11,720.00
Online Bill Determinants	On-Demand Read								
Scalar Reads	On-Demand Read	24	48	80	48	200	\$15,120.00	\$8,320.00	\$23,440.00
Interval Reads	15-Minute Interval and Daily Register Read Data	24	48	80	48	200	\$15,120.00	\$8,320.00	\$23,440.00
		<b>108</b>	<b>192</b>	<b>360</b>	<b>216</b>	<b>876</b>	<b>\$68,040.00</b>	<b>\$35,880.00</b>	<b>\$103,920.00</b>



## Attachment A





## Functional Design

Details the functional and technical details required for a real-time/file-based interface between Oracle CCS and SMT



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## Document Revision History

Version	Version Date	Description of Changes	Author
1.0	1/29/2024	Initial Design/Draft created	Saman Saatsaz

## Related Documents

Version	Version Date	Document Name
V9	03/08/2023	Smart Meter Texas 3.0 TDSP MOU Data Delivery Guide v3.17.23 v9.docx

## Definitions, Acronyms, and Abbreviations

Note: This subsection provides the definitions of all terms, acronyms, and abbreviations required to properly interpret this Design Specification. This information may be provided by reference to the project’s Glossary.

The following acronyms and/or abbreviations have been utilized in this document:

Acronym and/or Abbreviation	Description
SMT	Smart Meter Texas
CCS	Oracle Customer Cloud Service
LP&L	Lubbock Power and Light



## 1. Overview

### 1.1. Executive Summary

As part of LP&L's transition to the retail market, TDSPs are required to send certain data to Smart Meter Texas (SMT). Smart Meter Texas is an interoperable information system which stores electric meter usage data received from participating Texas Transmission and Distribution Service Providers (TDSPs) and provides access to meter usage data to Customers, Retail Electric Providers (REPs), and authorized Third Parties. LP&L must develop custom processes in order to interface with SMT.

The following metering information must be sent from the TDSP to SMT:

- Premise Attributes
- Meter Attributes
- ROR Attributes
- Monthly Billing Reads
- 15-minute Interval and Daily Register Read Data
- On-Demand Meter Read

### 1.2. Business Requirements

This functional specification provides a high-level functional design for both business functional owners and developers and is based on a series of business objectives.

The objective of this functional design is to provide details regarding how LP&L will interface with Smart Meter Texas.

SMT maintains the following electric metering information, associated energy usage data and versions of the information as appropriate for a period of two years:

- Premise Attributes
- Meter Attributes
- ROR Attributes
- Monthly Billing Reads
- 15-minute Interval and Daily Register Read Data
- On-Demand Meter Read

SMT provides the following interfaces to receive data from a TDSP or MOU:

- Premise Files, Meter Files, ROR Attribute Files, 15-minute Interval and Daily Register Read Data Files, Monthly Billing Reads
  - NAESB Protocol
  - Representational State Transfer (REST)
- On-Demand Meter Read
  - SOAP API



- Representational State Transfer (REST) – Scheduled for 2024

Depending on the information being delivered to SMT, the TDSP or MOU will need to provide their information in one of the following formats:

- Lodestar Equivalent (LSE)
- North American Energy Standards Board (NAESB) defined eXensible Markup Language (XML)
- NAESB defined JavaScript Object Syntax (JSON)

## 2. Situational Analysis

### 2.1. Current Functionality

LP&L does not currently have processes in place to interface with SMT.

### 2.2. Gap Description

LP&L must develop custom processes to support the transfer of the following data from CCS to SMT

- Premise Attributes
- Meter Attributes
- ROR Attributes
- Monthly Billing Reads
- 15-minute Interval and Daily Register Read Data
- On-Demand Meter Read

## 3. Scope and Limitations

The scope of this document is limited to the development of custom file extracts of the following data to support the interface with SMT.

- Premise Attributes
- Meter Attributes
- ROR Attributes
- Monthly Billing Reads

The scope of this document also includes a real-time interface with SMT to support On-Demand Meter Reads.

## 4. Assumptions

- No additional development required for 15-minute Interval and Daily Register Read Data. The current Consumption Extract LSE file sent to ERCOT will be the same file sent to SMT for this requirement.

## 5. Dependencies

### 5.1. Functional Impacts

- N/A



## 5.2. Interface Impacts

Name	Type	External System	Description
N/A			

## 5.3. Conversion Impacts

N/A

## 6. Solution Overview

## 7. Solution Details

### 7.1. Functional Details

#### 7.1.1. Premise Attributes Interface

A TDSP or MOU will provide daily AMS Premise updates to SMT 3.0 as part of its Master File synchronization process for one or more ESIIDs.

Please reference Section 6.1.1 of the [SMT TDSP Data Delivery Guide](#).

The following table provides the data elements, a description of the data elements, and the associated data types that will be required to transfer meter premise information to / from SMT.

Data Element	CCS Data Element	Description	Data Type
Utility Company ID	SPR_EXT_ID	TDSP DUNS Number	String (9,16)
Extract Timestamp	SYSDATE	Time the TDSPs extracted data from their internal systems to be delivered to SMTxP	String () ccyy-mm-ddThh:mm:ss
Transaction Type	A = Add / Update D = Delete	A code identifies the type of customer transaction triggering a change A = Add / Update D = Delete	String (1)
ESIID	MKT_REG_NBR	Meter ESIID	String (17, 64)
Premise ID	PREM_ID	Unique Premise Identifier	String (0, 22)
Service Voltage		Voltage rating of the premise	String (0, 15)
Premise Status		The current status of this premise, either active or inactive	String (1) Values = A, I, a, i
Time Zone		The time zone where the premise is located	String (3)
Fractional House Address		The fractional house number of the service address, or the designator	String (0, 10)



		that can be used to distinguish premises with the same address	
House Number		The house number of the service address	String (0, 50)
Unit Designation		This is used to denote individual premises in multi-unit addresses, for example in apartment or office buildings.	String (0, 50)
Leading Directional		The directional indicator (typically N, S, E, W) that precedes the street name of a service address	String (0, 6)
Street Name		The street name for the service address	String (1, 100)
Street Type		The street type (e.g., St, Ave, Ln) for the premise address	String (0, 8)
Trailing Directional		The directional indicator that occurs after the street type, not commonly used	String (0, 6)
Locality		The city or locality of the service address	String (1, 40)
State	STATE	The state of the service address. This should always be "TX"	String (2)
Zip Code	POSTAL	The primary, five-digit ZIP code of the address	String (5, 5)
Zip Code + 4		The secondary, four-digit ZIP Code of the service address	String (0, 4)
Meter Read Cycle		The cycle number indicating the meter ready cycle date	String (1, 2)
Load Profile		ERCOT Load Profile: A text field that describes the load profile at the service location	String (1, 30)
Rate Class Code		This is code that identifies the tariff used by the TDSP in billing this location	String (0, 3)
Original Transaction ID		Transaction ID generated by the TDSP to tie any exceptions created during delivery to SMTxP back to an original record or market transaction	String (0, 32)
AMS Profile Effective Date		Effective start date for SMTxP to start sending usage data to ERCOT. It is not necessary to push the usage data if this attribute value is null	String () ccyy-mm-ddThh:mm:ss

Table 1 – Data Elements for Meter Premise Interface





### 7.1.2. Meter Attributes Interface

A TDSP or MOU will provide daily provisioned AMS meter asset updates to SMT 3.0 as part of its Master File synchronization process for one or more ESIIDs.

Please reference Section 6.1.2 of the [SMT TDSP Data Delivery Guide](#).

The following table provides the data elements, a description of the data elements, and the associated data types that will be required to transfer meter attributes information to / from SMT.

Data Element	CCS Data Element	Description	Data Type
Utility Company Id		TDSP DUNS Number	String (9, 16)
Extract Timestamp		Time the TDSPs extracted data from their internal systems to be delivered to SMTxP	String () ccyy-mm-ddThh:mm:ss
Transaction Type		A code identifying the type of customer transaction triggering a change. A = Add/Update D=Delete	String (1)
ESIID		ESIID	String (17, 64)
Meter Serial Number		The serial number of the meter from the manufacturer	String (1, 30)
Meter Status		It is electricity flowing through the meter, as of the time of the latest i-sync extraction at the TDSP. Either energized or de-energized, as indicated by a single character code	String (0, 1) Values = E, D, e, d, “ “
KWH Meter Multiplier		A multiplying factor that regulates the KWH reading on certain meters. This is an external multiplier, not internal to the meter	String (1)
Configured Channels		Number of channels the meter is configured for	String (1, 2)
Manufacturer Name		Meter manufacturer name	String (1, 50)
Test Date		Last date the meter was manually tested, in the field or in the meter shop	String () ccyy-mm-ddThh:mm:ss
Meter Class		The ampere maximum rating of the meter	String (1, 3)
Installation Date		Date Meter was Installed	String () ccyy-mm-ddThh:mm:ss
Initial Provision Date		Initial Provision Date (this date will correspond to the date that the TDSP starts sending usage data to the SMTxP)	String () ccyy-mm-ddThh:mm:ss
Communication Indicator		Technology/Communication indicator code identifying the type of	String (1, 3)



		communication method being used to transport data from that meter	
Instrument Rated		Yes or No (e.g., Current Transformer / Potential Transformer)	String (1, 1) Values = Y, N, y, n
Current Transformer Ratio		The transformer ratio for the amperage transformer, if present	String (0, 16)
Potential Transformer Ratio		The transformer ration for the voltage transformer, if present	String (0, 16)
ESI Firmware Version		Energy Services Interface: The main firmware version of the Gridstream communication module. This allows the AMI network and Communication module to communicate to the HAN.	String (1, 16)
HAN Protocol			String (0, 22)
Smart Energy Profile		The HAN compliance specification that this meter supports. This is the “protocol” used at the application layer (ex: ZigBee SEP 1.0)	String (1, 22)
Interval Setting		How often the meter is recording usage (the length in minutes of the interval)	String (1, 3)
Reverse Flow Handling		A Yes / No value indicating whether or not the meter is able to handle both consumption and generation metering	String (1) Values = Y, N, y, n
DG Channel		The channel number on the meter of the Distributed Generation channel	String (0, 2)
Disconnect		A true false value indicating whether or not the meter is enabled for remote disconnects	String (1) Values = Y, N, y, n, W, w
Utility Meter ID		The identifier for this meter that is used in the TDSP database (a.k.a. MeterID)	String (1, 30)
Meter Phases		The number of phases that the meter handles, either 1, 2 or 3	String (0, 1)
Meter Model		Meter Model identifier	String (0, 30)
Original Transaction ID		Transaction ID generated by the TDSP to tie any exceptions created during delivery to SMTxP back to an original record or market transaction	String (0, 32)

*Table 2 – Data Elements for Meter Attributes Interface*

### 7.1.3. Retail Electric Provider of Record (ROR) Interface

A TDSP or MOU will provide daily updates in ROR associations per provisioned AMS meter asset and associated premise to SMT 3.0 as part of its Master File synchronization process for one or more ESIIDs.

Please reference Section 6.1.3 of the [SMT TDSP Data Delivery Guide](#).



The following table provides the data elements, a description of the data elements, and the associated data types that will be required to transfer ROR information to / from SMT.

Data Element	CCS Data Element	Description	Data Type
Utility Company ID		TDSP DUNS Number	String (9, 16)
Extract Timestamp		Time the TDSPs extracted data from their internal systems to be delivered to SMTxP	String () ccyy-mm-ddThh:mm:ss
ROR		Retail Electric Provider of Record	String ()
Transaction Type		A code identifies the type of customer transaction triggering a change of the REP of Record: 3 options Move-in (MVI), Move-Out (MVO), REP Switch (SW)	String (2, 3)
ESIID		ESIID	String (17, 64)
CRDUNS		CR DUNS Number	String (16)
Effective Date		This is the date of the transaction, The TDSPs will deliver the Effective Date, and the SMTxP will translate that date into a Start Date or Stop Date, depending on the transaction code	String () ccyy-mm-dd
Original Transaction ID		Transaction ID generated by the TDSP to tie any exceptions created during delivery to SMTxP back to an original record or market transaction	String (0, 32)

Table 3 - Data Elements for ROR Interface

#### 7.1.4. Monthly Billed Reads Interface

A TDSP or MOU will provide daily Monthly Billed Reads updates with ROR associations per provisioned AMS meter asset and associated premise to SMT 3.0 for one or more ESIIDs.

Please reference Section 6.1.4 of the [SMT TDSP Data Delivery Guide](#).

The following table provides the data elements, a description of the data elements, and the associated data types that will be required to transfer Monthly Billed Read information to / from SMT.

Data Element	CCS Data Element	Description	Data Type
Utility Company Id		TDSP DUNS number	String (9, 16)
Extract Timestamp		Time the TDSPs extracted data from their internal systems to be delivered to SMTxP	String () ccyy-mm-ddThh:mm:ss
Monthly Billed Usage			String (1)
ESIID		ESIID	String (17, 64)



Metered KW		The kilowatts that were reported this billing cycle	String (0, 18)
Actual KWH		The final billed KWH quantity	String (1, 18)
Billed KW		The final billed KW quantity	String (0, 18)
Start Date		The actual start date of the billing month, which may differ from the first calendar day of the month	String () ccyy-mm-ddThh:mm:ss
End Date		The final date of the billing month, which may differ from the last calendar day of the month	String () ccyy-mm-ddThh:mm:ss
Metered KVA		The kilovolt Amps that were reported this billing cycle	String (0, 18)
Billed KVA		The final billed KVA quantity	String (0, 18)
Original Transaction ID		Transaction ID generated by the TDSP to tie any exceptions created during delivery to SMTxP back to an original record or market transaction	String (0, 32)

Table 4 - Data Elements for Monthly Billed Interface

### 7.1.5. On-Demand Read Interface

The on-demand meter read function provides a means in which a residential or small business is associated with a provisioned AMS meter at a specific premise and used by a ROR to bill a residential or small business customer.

Please reference Section 6.2 of the [SMT TDSP Data Delivery Guide](#).

The following table provides the data elements, a description of the data elements, and the associated data types that will be required to transfer On-Demand Read information to SMT.

Data Element	Mandatory (Y/N)	Data Format	Description
<b>TDSPShowOnDemand MeterRead</b>	Y	Segment	Root level Object
RequestID	Y	String(32)	SMT Unique request identifier. TDSPs to return back the RequestID which is sent as part of corresponding GET request
RequesterType	Y	Int	SMT Requester Type indicator. 0 REP; 1 TDSP; 2 Customer; 3 Third-party; 4 Host; 5 Supplemental
RequesterAuthenticationID	Y	String(9,16)	SMT Requester Auth ID : REP DUNS or TDSP DUNS number
TDSPDUNSNumber	Y	String(9, 16)	TDSP DUNS Number



RequesterID	Y	String	SMT System Account ID of Requestor
RequestPriority	Y	String(1)	SMT Priority of request (High=H, Medium=M, Low=L)
CallbackUri	Y	String(256)	SMT Callback system URI
<b>ShowOnDemandMeterRead</b>	Y	Segment	Level-1 Object
<b>MessageHeader</b>	Y	Segment	Level-2 Object
verb	Y	String(32)	Possible values - SHOW  SHOW : The SHOW verb is used to publish the most current content of a document as a result of either an external GET request or an internal action within the master system of that document.
noun	Y	String(32)	Possible values - MeterReading  MeterReading : A set of values obtained from the meter. Ex. Energy consumption reading value
<b>ReturnMessage</b>	Y	Segment	Level-3 Object
returnCode	Y	String(3)	000 - Request Accepted Successfully 001 to 100 - TDSP Business Failure Messages 101 to 200 - TDSP Technical Failure Messages
returnMessage	Y	String(64)	Return Message
<b>MessagePayload</b>	Y	Segment	Level-2 Object
<b>MeterReading</b>	Y	Segment	Level-3 Object
<b>MeterAsset</b>	Y	Segment	Level-4 Object
mRID	Y	String(30)	The MeterAsset class is used to describe meters. A MeterAsset is a type of EndDevice typically used to measure and potentially monitor a customer load.  mRID = MeterSerialNumber (NOTE: Number of MeterAsset element should match with ServiceDeliveryPoint element in the message)
<b>ServiceDeliveryPoint</b>	Y	Segment	Level-4 Object
mRID	Y	String(17,64)	SDP - Logical point on the network where the ownership of the service changes hands. It is one of potentially many service points within a ServiceLocation, delivering service in accordance with a CustomerAgreement. Used at the place where a meter may be installed.  For mRID = ESIID



<b>ReadingValueList</b>	Y	Segment	Level-4 object
<b>Reading</b>	Y	Segment	Level-4 object
Value	Y	Float	Energy consumption reading value from Meter
Timestamp	Y	DateTime	Timestamp sent by TDSP
readingQuality	N	String(16)	Quality of a specific reading value or interval reading value. Note that more than one Quality may be applicable to a given Reading. Typically, not used unless problems or unusual conditions occur (i.e., quality for each Reading is assumed to be 'Good' unless stated otherwise in associated ReadingQuality).  Values = POOR, AVERAGE
<b>UnitOfMeasure</b>	N	Segment	Level-4 object
Multiplier	Y	String	K = kilo 10 raise to 3
Symbol	Y	String	W = Watt  Wh = Watt-hr

Table 5 - Data Elements for On-Demand Read Interface

## 7.2. Technical Details

TBD

## 8. Open Issues / Concerns

Below is a table outlining all issues/ concerns raised during design and the resolution for each:

#	Issue/ Concern	Status	Resolution
1			
2			
3			
4			
5			

## 9. Test Conditions

Below is a table outlining the functional scenarios and their expected results:

#	Test Scenario	Expected Results
---	---------------	------------------




## 10. Technical Specifications

[This section contains the technical solution for the development team. This section onwards need not be completed prior to sign off. It is expected that the Business Solution section is enough to provide a detailed explanation of the solution. However, it must be indicated in the Document History the modifications made after the sign off. *This section can be removed if a separate technical design document will be created, as per the project’s development procedure/deliverable*]

## 11. Approvals


## 12. Appendix



Smart Meter Texas  
3.0 TDSP MOU Data





## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** July 16, 2024

---

#### **Summary:**

Consider a resolution authorizing the approval of a Professional Services Agreement (PSA) with Baker Tilly US, to provide research, tracking and advising services for applicable Federal and State grants and grant writing services. This will enable Lubbock Power & Light (LP&L) access to grant funding for system reliability upgrades, cyber security funds, and workforce development for apprenticeable trade positions such as line workers.

#### **Background/Discussion:**

Over the next five (5) years, LP&L will be making over \$150,000,000.00 in capital investments as well as Operation and Maintenance (O&M) funds available to workforce training and development. There has been a significant increase in Federal and State grant funds made available to address electric utility safety and reliability, cybersecurity, and apprenticeable workforce development investments. Securing this funding is very competitive and complex requiring expert level assistance to track, apply and secure.

After research, we have selected Baker Tilly US as a consultant that has a strong expertise with Public Electric utilities and a strong understanding of both Federal and Texas grant funding processes. Baker Tilly has recently offered these services with other Texas Municipal utilities.

The grant funding LP&L would look to identify and secure would support planned capital and O&M investments offsetting LP&L cash funded projects. This would allow LP&L to redeploy cash funds for other needed investments and debt reduction in support of LP&L's financial strategic plan.

If supported by the Electric Utility Board, the agreement would be two (2) years from July 16, 2024 to July 16, 2026 with a not-to-exceed amount of \$400,000.00.

#### **Fiscal Impact:**

This PSA will be funded from current and future budgeted funds.

#### **Recommendation:**

Staff recommends approval of the PSA with **Baker Tilly US, LLP**, an Illinois company licensed to conduct business in the State of Texas to provide professional grant writing services with a contract term of two (2) years from July 16, 2024, to July 16, 2026 and a not-to-exceed amount of **\$400,000.00**.

**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 Baker Tilly US, LLP (“Baker Tilly”) wherein Baker Tilly will provide services related to writing of applications for competitive grants and other associated support activities;

NOW, THEREFORE:

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

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

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

\_\_\_\_\_  
Gwen Stafford, Chair

ATTEST:

\_\_\_\_\_  
Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

---

Keli Swan, LP&L General Counsel

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the “Contract” or “Agreement”), effective as of the 16<sup>th</sup> day of July, 2024 (the “Effective Date”), is by and between Baker Tilly Advisory Group, LP, an Illinois limited liability partnership licensed to conduct business in the State of Texas (“Consultant”), and the City of Lubbock, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”).

**WITNESSETH**

**WHEREAS**, LP&L desires to obtain engineering design services related to the design of a new training facility as described in Exhibit “A.” (the “Activities” or “Project”);

**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 provided herein, said price stipulated by LP&L and Consultant to be a fair and reasonable price; and

**WHEREAS**, LP&L desires to now contract with Consultant to provide a design for a new training facility and related services for 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 until July 16, 2026. If the LP&L or the Consultant determine that additional time is required to complete the Services, the Chief Administrative Officer, or his designee, may, in his or her discretion, execute an agreement to grant up to an additional one (1) year so long as the amount of the consideration payable hereunder does not increase. An amendment to this

Agreement resulting in an increase of consideration payable 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 the time frames set forth in the Statement of Work and Rate Sheet attached hereto as Exhibit “A” (the “Services”) and as more specifically determined by each task order (sample attached as Exhibit “B”).

B. The total sum to be paid hereunder shall not exceed the sum of four hundred thousand and no/100 dollars (\$400,000.00).

C. Consultant shall bill LP&L in accordance with the rates specified in Exhibit “A” and in amounts in accordance with each particular task order.

## **ARTICLE III. TERMINATION**

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

B. 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 limited liability partnership, duly organized, validly existing, and in good standing under the laws of the State of Illinois and is qualified to carry on its business in the State of Texas.

B. Registration in Texas. To the extent necessary for Consultant to perform the Services, Consultant is duly registered in Texas and is authorized to transact business in Texas.

C. 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.

D. 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.

E. Consultant. Consultant 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.

F. 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 comply with all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

G. Use of Copyrighted Material. Consultant represents and warrants that any materials provided by Consultant 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. Consultant shall be solely responsible for ensuring that any materials provided.

by Consultant pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article XI, below, Consultant 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 Consultant’s failure to perform this duty or breach its obligations under this subsection G. The indemnity obligations provided herein shall survive the termination or expiration of this Agreement.

## **ARTICLE VI. INDEPENDENT CONSULTANT STATUS**

Consultant and LP&L agree that Consultant shall perform the duties under this Agreement as an independent Consultant and shall be considered an independent Consultant 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, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

Though the Services may include Consultant’s advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, LP&L.

## **ARTICLE VII. 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 reasonably 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. 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, professional liability, employer’s liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury,



Contractual Liability coverages, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry an A.M. Best's Rating of A- or better. The policies will be written, subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Auto Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
Professional Liability:	
Per Claim Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Workers Compensation:	Statutory
Employer Liability:	\$1,000,000.00

Consultant shall further cause any approved Sub-consultant to procure and carry the insurance coverage at least as comprehensive as the provisions herein, 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 the Commercial General Liability, Auto Liability, and Workers Compensation, and shall be granted a waiver of subrogation under these policies. Consultant shall provide a Certificate of Insurance to the City as evidence of coverage of these policies.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice for non-payment. If at any time during the life of the Agreement or any extension hereof, 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 (possibly through tail coverage) shall be no less than 5 years after the completion of the Services provided for in this Contract. The provisions of this Article VII 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 VIII. RETAINING OF CONSULTANTS**

Subject to the terms herein, Consultant may retain consultants, 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 such Sub-consultants, approval which LP&L shall not unreasonably withhold, delay or condition. 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 retainage of any approved Sub-consultant. Any 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 City and Consultant as additional insureds, insurance, as described above, required to be carried by Consultant in this Contract.

### **ARTICLE IX. CONFIDENTIALITY**

Consultant 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.

### **ARTICLE X. INDEMNITY AND LIMITATION OF LIABILITY**

A. LP&L’s Indemnification of Consultant. To the extent allowed under applicable law, LP&L shall release, protect, defend, indemnify, and hold harmless Consultant from and against any and all Claims arising out of or related to the LP&L’s or the City of Lubbock’s acts or omission leading to any personal injury, illness, death, or property damage (whether real or personal, owned or leased) suffered by any member of LP&L in connection with the performance of this Agreement. For avoidance of doubt, LP&L shall not defend or indemnify Consultant for any claims arising from Consultant’s own negligent acts or omissions.

B. Company’s Indemnification of LP&L. Consultant shall release, protect, defend,

indemnify, and hold harmless LP&L, and its elected and appointed officials, from and against any and all Claims arising out of or related to the Consultant's acts or omissions leading to any personal injury, illness, death, or property damage (whether real or personal, owned or leased) arising out of or related to any personal injury, illness, death, or property damage (whether real or personal, owned or leased) suffered by any member of Consultant in connection with the performance of this Agreement. For the avoidance of doubt, Consultant shall not defend or indemnify LP&L for any claims arising from LP&L's own negligent acts or omissions.

C. The Parties agree that Consultant is bound by Article XI, Section 7 of the Texas Constitution, which supersedes any provisions herein.

D. Limitation of Liability. The liability (including attorney's fees and all other costs) of Consultant and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Consultant for the portion of the work to which the claim relates, except as otherwise provided by law, and except to the extent determined to have resulted from the intentional, criminal, or willful misconduct or fraudulent behavior of Consultant relating to such Services. Because of the importance of the information that LP&L provides to Consultant with respect to Consultant's ability to perform the Services, LP&L hereby releases Consultant and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by LP&L, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate, or current. The terms of this Section shall continue to apply after any termination of this Agreement.

#### **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) 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 (3<sup>rd</sup>) business day after such notice is so deposited.

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

Baker Tilly Advisory Group, LP  
 Attn: Brooke Opel, PhD  
 8365 Keystone Crossing, Suite 300  
 Indianapolis, IN 46240  
 Telephone: (608) 240-2598

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

Lubbock Power & Light  
 Attn: Harvey Hall  
 1314 Ave K 5<sup>th</sup> Floor  
 Lubbock, TX 79401  
 Telephone: (806) 775-3529

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, so long as LP&L is entitled to rely on such studies, reports and other data for the performance of Consultant's Services under this Contract (the "Provided Data"). Consultant shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

To the extent the Services require Consultant to receive personal data or personal information from LP&L, Consultant may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Consultant's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the LP&L, such as Consultant's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Consultant or its LP&Ls must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Consultant is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to LP&L personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of LP&L, Consultant shall, unless otherwise permitted by applicable privacy law, (a) follow LP&L instructions; (b) not sell personal data or personal information collected from the LP&L or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the LP&L's engagement and not for Consultant's own commercial purposes; and (d) cooperate with and provide reasonable assistance to LP&L to ensure compliance with applicable privacy laws. LP&L is responsible for notifying Consultant of any applicable privacy laws the personal data or personal information provided to Consultant is subject to, and LP&L represents and warrants it has all necessary authority (including

any legally required consent from individuals) to transfer such information and authorize Consultant to process such information in connection with the Services described herein. Consultant is responsible for notifying LP&L if Consultant becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit LP&L to take reasonable and appropriate steps to remediate personal data or personal information processing. LP&L agrees that Consultant has the right to generate aggregated/de-identified data from the accounting and financial data provided by LP&L to be used for Consultant business purposes and with the outputs owned by Consultant. For clarity, Consultant will only disclose aggregated/de-identified data in a form that does not identify LP&L, LP&L employees, or any other individual or business entity and that is stripped of all persistent identifiers. LP&L is not responsible for Consultant's use of aggregated/de-identified data.

Consultant has established information security related operational requirements that support the achievement of Consultant's information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Consultant's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Consultant's approach to how systems and data are protected. Consultant will promptly notify LP&L of any data breach or violation of an application of privacy law and will promptly take all necessary steps to remediate in accordance with applicable laws, regulations, and industry safety and security standards. LP&L is responsible for providing timely written notification to Consultant of any additions, changes or removals of access for LP&L personnel to Consultant provided systems or applications. If LP&L becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, LP&L should timely notify Consultant via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

#### **ARTICLE XIV. 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.

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 any exhibits 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. In the event of a conflict between the terms of the exhibits and this Agreement, this Agreement shall control.

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. 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.

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 Consultant.

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 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. Non-Boycott of Israel. Consultant 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 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.

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 2274.0101, 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 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Company warrants and represents that LP&L's agreement with Company therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.

R. Non-Discrimination against Firearm Entities/Trade Associations. 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 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. Consultant 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, 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.

U. Baker Tilly Advisory Group, LP, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP is not Baker Tilly International’s agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International’s behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, nor any of the other member firms of Baker Tilly International has any liability for each other’s acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

## **ARTICLE XV. DELIVERABLES AND OWNERSHIP OF DELIVERABLES**

A. Notwithstanding the above and solely with respect to ownership of deliverables in this Section, unless specified otherwise on the applicable Letter, materials specifically prepared by Consultant for LP&L as a deliverable under a Letter (each a “Deliverable”) may, when fully paid for by LP&L, be used, copied, distributed internally, and modified by LP&L but solely for its business purposes. LP&L shall not, without Consultant’s prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables, except as otherwise allowed pursuant to the SOW. Consultant shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-

how embodied in the Deliverables or that Consultant may develop or supply in connection with this Agreement (the “Consultant Knowledge”). Subject to the confidentiality restrictions contained in Section 1, Consultant may use the Deliverables and the Consultant Knowledge for any purpose.

B. The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Consultant and constitutes confidential information. Consultant may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Consultant does not retain any original client records and Consultant will return such records to LP&L at the completion of the Services rendered under this engagement. When such records are returned to LP&L, it is the Company’s responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By LP&L’s signature below, LP&L acknowledge and agree that, upon the expiration of the documentation retention period, Consultant shall be free to destroy Consultant’s workpapers related to this engagement. If Consultant are required by law, regulation or professional standards to make certain documentation available to Regulators, LP&L hereby authorizes Consultant to do so.

C. This Article does not apply to any information, documentation, methodologies, techniques, ideas, concepts, trade secrets, or other intellectual property provided in whole or part by LP&L.

#### **ARTICLE XVI. ACCEPTANCE.**

A. LP&L shall accept Deliverables which (i) substantially conform to the specifications in the Letter or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the statement of work. LP&L will promptly give Consultant written notification of any nonconformance of the Deliverables with such requirements (Nonconformance) within sixty (60) days following delivery of such Deliverables, and Consultant shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If LP&L uses the Deliverable before acceptance, fails to promptly notify Consultant of any Nonconformance within such 60-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Letter, then the Deliverable shall be deemed accepted by the LP&L.

**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:

\_\_\_\_\_  
Harvey Hall, Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Keli Swan, General Counsel

**Baker Tilly Advisory Group, LP**

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

Name: Joel Laubenstein

Title: Principal



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** July 16, 2024

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**Summary:**

Consider an agreement extending the use of professional services with Hahn Public Communication (HPC) for communication and marketing services on behalf of the City of Lubbock, acting by and through LP&L.

**Background/Discussion:**

Since September 2013, HPC has worked with LP&L to build all manner of communication platforms to educate Lubbock ratepayers on current and future business practices of the municipal electric utility.

The six areas of concentration for HPC under the contract are Customer Service Initiatives; Safety & Education Initiatives; Conservation Initiatives; General Communication Initiatives; Project Management Initiatives; and Web Support. Within these areas of concentration, HPC logs their work under the areas of Account Service (general communications work); Graphic Production (creation of documents for public use); Presentation Development (message development); Quantitative Research (analytics gauging public engagement); and Multimedia/Video Production (creation of educational videos and graphics for public use). The contract does not include the purchase of paid media.

Since signing the professional services agreement in FY 2013-2014, HPC has worked closely with LP&L on: re-designing the customer bill statement; re-designing the LP&L website; creating a comprehensive communication platform to address future power objectives and large projects concerning long-term reliability; building the Powerful Pointers program aimed at educating customers on how they can be more energy efficient so as to use less electricity on a monthly basis; and helping to create an ERCOT implementation messaging platform. Other projects include: working closely with the utility to develop and implement customer education messaging related to advancements in technology; expanding the LISD education partnership to include a career day and an LP&L branded safety video series for school children; and continuing to assist in public education on the rate structure of LP&L.

In FY 2017-18, HPC created the City of Lubbock Utilities website and corresponding communications and social media platforms. Additionally, HPC continues day-to-day communication and education work for the utility, putting a focus on assisting in developing communication, education and presentation platforms related to new technology projects, public transmission line projects, rate management methodology, long-term infrastructure improvements (including the implementation of advanced meters and new customer billing system) and all aspects of the ERCOT. This work continued to present with HPC building out the online presence of City of Lubbock Utilities.

The largest project to date was the transition to competition project. HPC created all of the educational materials necessary to educate customers on competitive choice. In the coming year, the largest project HPC will cover will be the total revamp of the COLU website along with the updating of the LP&L



website. Additionally, there will be a focus on transitioning the messaging of the utility to our new formation as a transmission and distribution service provider.

This professional service agreement contract with Hahn Public Communication runs through July 16, 2026, with a not-to-exceed contract amount in FY 2024-25 and FY 2025-26 of \$250,000.00 bringing the total cap for the two years to \$500,000.00.

**Fiscal Impact:**

Funding is available in Cost Center **7211 (Conservation and Education)** for this purpose.

**Recommendation:**

Staff recommends the Electric Utility Board approve the professional services agreement with **Hahn Public Communication** with a not-to-exceed amount of **\$500,000.00**, for communication and marketing services on behalf of LP&L, or such alternative action as the Electric Utility Board may deem appropriate.

**RESOLUTION**

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

WHEREAS, LP&L desires to engage the firm of TexHahn Media, Inc., DBA Hahn for professional consulting services regarding activities related to marketing campaigns, marketing social research, and other public relations activities; NOW, THEREFORE:

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

THAT the LP&L Chief Administrative Officer or his designee is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), a Professional Services Contract by and between LP&L and TexHahn Media, Inc., DBA Hahn, as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Gwen Stafford, Chair

ATTEST:

\_\_\_\_\_  
Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Keli Swan, LP&L General Counsel



designee may at their discretion, execute an agreement to grant up to two (2) additional one-year (1) term extensions so long as the amount of the consideration payable hereunder does not increase. An amendment to this Agreement resulting in an increase of consideration payable 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 and within such timeframes as set forth in the Statement of Work (herein so called), as attached hereto as Exhibit “A” (the “Services”).

B. Consultant shall complete the Services, and shall receive compensation therefore on a time and materials basis, as set forth on Exhibit “B,” attached hereto. The sums due hereunder shall be invoiced to LP&L on a monthly basis as the Services are performed by Consultant.

C. The total sum to be paid hereunder shall not exceed, in any circumstance, the sum of five hundred thousand and No/100 Dollars (\$500,000.00).

## **ARTICLE III. TERMINATION**

A. General. LP&L may terminate this Contract, for any reason or convenience, upon thirty (30) days’ written notice to Consultant.

B. 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.

C. Payment upon Termination. 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 received notice of termination, as provided herein.

#### **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. Registration in Texas. To the extent necessary for Consultant to perform the Services, Consultant is duly registered in Texas and is authorized to transact business in Texas.

C. 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.

D. 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.

E. Consultant. Consultant 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.

F. 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 comply with

all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

G. Use of Copyrighted Material. Consultant represents and warrants that any materials provided by Consultant 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. Consultant shall be solely responsible for ensuring that any materials provided by Consultant pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article X, below, Consultant 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 Consultant’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**

Consultant and LP&L agree that Consultant shall perform the duties under this Agreement as an independent Consultant and shall be considered an independent Consultant 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, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

#### **ARTICLE VII. 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, 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, automobile liability, employer's liability, and workers compensation coverages. The commercial general liability policy shall include Products & Completed Operations endorsement. The insurance companies must carry a 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

Professional Liability:

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

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

Employer's Liability

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

Consultant shall further cause any approved Sub-consultant to procure and carry the identical insurance coverage, and for the term, required of Consultant herein. The City shall be listed as a primary and noncontributory additional insured with respect to all policies herein, except for workers' compensation. The City shall be granted a waiver of subrogation for commercial general liability, automobile liability, and worker's compensation. Consultant shall provide a Certificate of Insurance to the City as evidence of coverage.

Consultant shall elect to obtain workers' compensation coverage or occupational medical and disability 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 of at least \$500,000.00. Consultant shall also have Employers Liability Insurance with limits of \$1,000,000.00. 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' notice of cancellation, and a ten-day written notice for 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 (possibly through tail coverage) shall be no less than 3 years after the completion of the Services provided for in this Contract. The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE VIII. RETAINING OF CONSULTANTS**

Subject to the terms herein, Consultant may retain consultants, Consultants, 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 such Sub-consultants. 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 retainage of any approved Sub-consultant. Any Sub-consultant retained by Consultant shall be required by Consultant to carry, for the protection and benefit of the City and Consultant and naming said City and Consultant as additional insureds, insurance, as described above, required to be carried by Consultant in this Contract.



## **ARTICLE IX. CONFIDENTIALITY**

Consultant 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.

## **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.**

## **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) 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 (3<sup>rd</sup>) business day after such notice is so deposited.

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

Jeff Hahn  
 TexHahn Media, Inc., dba Hahn  
 5203 Brodie Lane  
 Sunset Valley, TX 78745  
 P: 512-344-2017  
 F: 512-476-7722  
 jeff.hahn@hahn.agency

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

Lubbock Power & Light  
 Attn: Matt Rose  
 1314 Avenue K, 5th Floor  
 Lubbock, TX 79401  
 Telephone: (806) 775-3581

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**

A. 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, so long as LP&L is entitled to rely on such studies, reports and other data for the performance of Consultant's Services under this Contract (the "Provided Data"). Consultant shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

#### **ARTICLE XIV. 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.

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” and Exhibit “B” 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. In the event of a conflict between the terms of Exhibit A or Exhibit B and this Agreement, this Agreement shall control.

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 LP&L. Any and all documents, drawings and specifications prepared by Consultant as part of the Services hereunder, shall become the property of LP&L when Consultant has been compensated as set forth in Article II, above. The Consultant shall make copies of any and all work products for its files.

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. This contract shall be terminated upon receipt of said notice, provided; however, LP&L remains responsible to Consultant for all work performed and materials provided, prior to receipt of the notice in accordance with Section III(C).

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

P. Applicable Terms. Consultant acknowledges by supplying any goods or services that the Consultant has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Consultant unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Consultant, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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-Discrimination against Firearm Entities/Trade Associations. 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 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. Consultant 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, ENGINEER shall submit a disclosure of Interested Parties (“Disclosure Form”) to LP&L (to the attention of LP&L’s Purchasing Department) at the time ENGINEER 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.

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

**EXECUTED** as of the Effective Date hereof.

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

\_\_\_\_\_  
Joel Ivy, Chief Administrative Officer

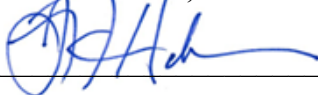
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Matt Rose, Chief Public Affairs Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Keli Swan, LP&L General Counsel

**TEXHAHN MEDIA, INC. DBA HAHN**

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

Name: Jeff Hahn

Title: Principal





## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** July 16, 2024

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#### **Summary:**

Consider a contract extending the existing relationship with HillCo Partners for advocacy and consulting services on behalf of Lubbock Power & Light (LP&L).

#### **Background/Discussion:**

In September 2015, LP&L announced our intention to seek integration into the ERCOT market. HillCo Partners were hired on February 2016 to assist in all aspects of the move into the ERCOT market and the journey to the competitive market. In March 2018, the Public Utility Commission (PUC) granted LP&L approval to begin moving customers from the Southwest Power Pool to ERCOT pending the build-out of transmission lines necessary to our interconnection.

On May 30, 2021, LP&L completed the first step of integration to ERCOT. On December 12, 2023, LP&L completed the second and final step of integration to ERCOT, which began the countdown to competition. By April 2024, all customers were migrated to the competitive market and LP&L officially began operating as a Transmission and Distribution Utility (TDU) provider. Throughout this project, HillCo facilitated meetings with statewide leaders and stakeholders in Austin, carried our message to all offices at the Capitol, and assisted in legislation that allowed our smooth transition into the competitive market.

HillCo Partners was founded in 1998 by Neal T. “Buddy” Jones and Bill Miller. Today, the firm is one of the leading public policy advocacy firms in Texas. HillCo offers a broad array of advocacy tools to address the current political climate. They combine traditional bi-partisan advocacy with public relations and media strategies, research and polling, and strong analytics to arrive at creative and effective results for their clients. The firm’s managing partner is Dan Pearson.

Since 1998, HillCo Partners has assisted hundreds of clients in developing strategic plans that successfully serve both their immediate and long-range fiscal and political interests. HillCo works to provide their clients valuable access to key decision-makers from across the state. The HillCo client list includes preeminent Fortune 500 corporations, independently held small businesses, major trade associations, and public sector entities including cities.

Eddie Solis and Dan Pearson are primarily responsible for HillCo’s activities on behalf of LP&L. The scope of services included in the contract as it relates to the ERCOT process include:

- Provide strategic guidance to LP&L’s overall regulatory and legislative outreach and education efforts regarding LP&L’s new role as a TDU provider and related activities;
- Maintain and expand regulatory and legislative relationships, to facilitate LP&L’s competitive status;

- Monitor and report on relevant regulatory and legislative issues;
- Coordinate Texas messaging with broader communications plans; and
- Coordinate closely with LP&L leadership regarding regulatory activities and potential lobbying activities.

HillCo worked with LP&L on all matters related to the ERCOT transition and journey to competition and will continue to work with legislative and regulatory offices in order to keep them apprised of where LP&L is in our new role. HillCo's input on general legislative and regulatory matters will be important over the next contract year as LP&L weighs the various generation and transmission legislation during the next Legislative Session beginning January 2025.

The term of the original agreement commenced February 2016 and was set to expire July 2021. The agreement signed July 2021 is set to expire and this new agreement will extend the work until July 2026, unless early terminated by LP&L.

**Fiscal Impact:**

The fee for the services described in the current contract is \$5,000 per month plus a \$500 monthly expense fee for the term of the contract and a not-to-exceed amount of \$150,000.00. These terms will continue unaltered through July 2026; unless terminated sooner by either party as provided therein. These costs will be funded from cost center 7211 (LP&L Education & Conservation).

**Recommendation:**

Staff recommends approval of the contract with HillCo Partners, for advocacy and consulting services on behalf of LP&L as it relates to ongoing policy topics with ERCOT, PUC, and the state legislature or such alternative action as the Electric Utility Board may deem appropriate.

**RESOLUTION**

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

WHEREAS, LP&L desires to engage the firm of HillCo Partners LLC regarding Texas legislative and regulatory consultation services related to its participation with the Electric Reliability Council of Texas and ongoing retail electric competition matters; 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 (“LP&L”), this Professional Services Agreement between LP&L and HillCo Partners LLC, as attached and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Gwen Stafford, Chair

ATTEST:

\_\_\_\_\_  
Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Keli Swan, LP&L General Counsel

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the “Contract” or “Agreement”), effective as of the 16th day of July, 2024 (the “Effective Date”), is by and between HillCo Partners LLC, a Texas limited liability company (“Consultant”), and the City of Lubbock, a Texas home-rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”).

**WITNESSETH**

**WHEREAS**, LP&L desires to obtain professional consulting services related LP&L’s business and competitive interests in regulatory and legislative matters (the “Activities” or “Project”);

**WHEREAS**, Consultant has an experienced, professional staff that is qualified to provide professional consulting services related to the Activities, and will provide the Services, as defined below, for the fair and reasonable price stipulated by LP&L and Consultant herein; and

**WHEREAS**, LP&L desires to contract with Consultant to provide professional consulting 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 period of twenty-four (24) months (“Term”). If the Consultant determines that additional time is required to complete the Services, the LP&L Chief Administrative Officer or his designee may at their discretion, execute an agreement to grant up to two (2) additional one-year (1) term extensions so long as the amount of the consideration payable hereunder does not increase. An amendment to this Agreement resulting in an increase of consideration payable 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 and within such timeframes as set forth in the Statement of Work (herein so called), as attached hereto as Exhibit "A" (the "Services").

B. Consultant shall complete the Services, and shall receive compensation therefor on a time and materials basis, as set forth on Exhibit "B," attached hereto. The sums due hereunder shall be invoiced to LP&L on a monthly basis as the Services are performed by Consultant.

C. The total sum to be paid hereunder shall not exceed, in any circumstance, the sum of one hundred fifty thousand and No/100 Dollars (\$150,000.00).

## **ARTICLE III. TERMINATION**

A. General. LP&L may terminate this Contract, for any reason or convenience, upon thirty (30) days' written notice to Consultant.

B. 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.

C. Payment upon Termination. In the event this Agreement is so terminated, LP&L shall only pay Consultant pro-rated Services actually performed by Consultant up to the date Consultant is deemed to have received notice of termination, as provided herein.

## **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. Registration in Texas. To the extent necessary for Consultant to perform the Services, Consultant is duly registered in Texas and is authorized to transact business in Texas.

C. 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.

D. 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.

E. Consultant. Consultant 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.

F. 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 comply with all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

G. Use of Copyrighted Material. Consultant represents and warrants that any materials provided by Consultant 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. Consultant shall be solely responsible for ensuring that any materials provided by Consultant pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article X, below, Consultant 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 Consultant’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**

Consultant and LP&L agree that Consultant shall perform the duties under this Agreement as an independent Consultant and shall be considered an independent Consultant 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, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

#### **ARTICLE VII. 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, 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, automobile liability, employer's liability, and workers compensation coverages. The commercial general liability policy shall include Products & Completed Operations endorsement. The insurance companies must carry a 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

Professional Liability:

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

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

Employer's Liability

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

Consultant shall further cause any approved Sub-consultant to procure and carry the identical insurance coverage, and for the term, required of Consultant herein. The City shall be listed as a primary and noncontributory additional insured with respect to all policies herein, except for workers' compensation. The City shall be granted a waiver of subrogation for commercial general liability, automobile liability, and worker's compensation. Consultant shall provide a Certificate of Insurance to the City as evidence of coverage.

Consultant shall elect to obtain workers' compensation coverage or occupational medical and disability 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 of at least \$500,000.00. Consultant shall also have Employers Liability Insurance with limits of \$1,000,000.00. 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' notice of cancellation, and a ten-day written notice for 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 (possibly through tail coverage) shall be no less than 3 years after the completion of the Services provided for in this Contract. The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE VIII. RETAINING OF CONSULTANTS**

Subject to the terms herein, Consultant may retain consultants, sub-consultants, 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 such Sub-consultants. 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 retainage of any approved Sub-consultant. Any Sub-consultant retained by Consultant shall be required by Consultant to carry, for the protection and benefit of the City and Consultant and naming said City and Consultant as additional insureds, insurance, as described above, required to be carried by Consultant in this Contract.

## ARTICLE IX. CONFIDENTIALITY

Consultant 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.

## 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.**

## 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) 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 (3<sup>rd</sup>) business day after such notice is so deposited.

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

HillCo Partners LLC  
Dan Pearson  
823 Congress Avenue, Suite 900  
Austin, Texas 78701  
Telephone: (512) 480-8962

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

Lubbock Power & Light  
Attn: Matt Rose  
1314 Avenue K, 5th Floor  
Lubbock, TX 79401  
Telephone: (806) 775-3581

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**

A. 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, so long as LP&L is entitled to rely on such studies, reports and other data for the performance of Consultant's Services under this Contract (the "Provided Data"). Consultant shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

### **ARTICLE XIV. 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.

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" and Exhibit "B" 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. In the event of a conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

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 LP&L. Any and all documents, drawings and specifications prepared by Consultant as part of the Services hereunder, shall become the property of LP&L when Consultant has been compensated as set forth in Article II, above. The Consultant shall make copies of any and all work products for its files. 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.

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 Consultant.

M. 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. This contract and any Task Authorizations issued in accordance with this Agreement shall be terminated upon receipt of said notice, provided; however, LP&L remain responsible to Consultant for all work performed and materials provided, prior to receipt of the notice in accordance with Section III(C).

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

O. Applicable Terms. Consultant acknowledges by supplying any goods or services that the Consultant has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Consultant unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Consultant, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

P. 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.

Q. 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-Discrimination against Firearm Entities/Trade Associations. 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 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 . Consultant 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, ENGINEER shall submit a disclosure of Interested Parties (“Disclosure Form”) to LP&L (to the attention of LP&L’s Purchasing Department) at the time ENGINEER 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.

U. Ownership Representation and Warranty. To the extent Chapter 2275, Texas Government Code applies to this Agreement, Consultant 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 Consultant, 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. Consultant warrants and represents that LP&L’s

Agreement with Consultant therefore does not and will not violate Texas Government Code Section 2275.0101, et seq.

V.





### Exhibit A—Scope of Services

Consultant will provide the following Services to LP&L:

- Monitor and report on relevant regulatory and legislative issues;
- Coordinate Texas messaging with broader communications plans; and
- Coordinate closely with LP&L leadership regarding regulatory activities and potential legislative activities.
- Coordinate with members of the Legislature and statewide elected leadership for the purpose of advocating on LP&L's further integration to the ERCOT market and future retail electric competition.

Client Support and Communication: Consultant will provide LP&L with communication and oral status reports. Dan Pearson, Buddy Jones, Jay Howard, and Eddie Solis will serve as the primary contacts although other Consultant personnel and resources may be deployed depending upon the need for same as determined by the parties. Consultant will establish and maintain effective coordination with the LP&L team to assure an integrated effort and maximization of resources.

Consultant is specifically excluded from engaging in any compensated work that includes involvement in campaigns or fundraising activities on behalf of LP&L.

## **Exhibit B—Compensation**

### **Fees**

The fee for services described in the Professional Services Agreement by and between HillCo Partners LLC and the City of Lubbock, acting by and through Lubbock Power & Light, dated July 16, 2024, is \$5,000 per month.

### **Expenses**

In addition to the monthly retainer described in “Fees,” above, Consultant shall further bill LP&L for a pro rata “base” amount of Consultant’s traditional administrative overhead, not to exceed \$500 per month during non-legislative months, and \$1,000 when the legislature is in session, such as legislative tracking software costs, long distance telephone calls, postage expenses, personnel expenses, copies, faxes, reception costs and courier expenses. Expenses for any travel specifically requested and authorized by LP&L will be billed separately, including airfare, hotel accommodations, shuttle, taxis, rental cars, and meals incurred while traveling.

If during the term of this Agreement, broadening of the scope of services or the nature of activity is necessary or advisable, as determined by Consultant and LP&L, the parties agree to discuss the need to adjust the fees accordingly after an analysis of the facts.



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** July 16, 2024

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**Summary:**

Consider and award HGAC Contract VE05-24, for one (1) Bucket Truck.

**Background/Discussion:**

This quote is for one (1) bucket truck that will be an additional unit to the underground distribution department and will be funded through FY 2022-23 Capital Program Budget. Expected delivery time for this unit is 90 days.

This purchase is made in accordance with HGAC Contract VE05-24. HGAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act (Texas Local Government Code, Title 7, Chapter 791). The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity.

**Fiscal Impact:**

A total of **\$3,715,000** is appropriated and **\$331,775** is available in account number **92792 (FY 2022-23 Vehicles & Equipment)** for this purpose.

**Recommendation:**

Staff recommends award of the HGAC Quote, for one (1) Bucket Truck, to **Sewell Ford of Odessa, Texas for \$207,484** or such alternative action as the Electric Utility Board may deem appropriate

**Lubbock Power and Light  
Capital Project  
Project Cost Detail  
July 16, 2024**

Capital Project Number: 92792  
 Capital Project Name: FY 2022-23 Vehicles and Equipment

	<b>Budget</b>
<b>Total Appropriation</b>	<b>\$ 3,715,000</b>
<b>Expended</b>	<i>Contract or PO Number</i>
P-Card Misc	\$ (554)
Lubbock Truck Sales	(124,925)
Grapvine DCJ	(100,663)
Southwest Nissan	(73,577)
SCM Consultants	(5,891)
American Equipment Trailer	(23,554)
Global Rental Company	(1,156,392)
Altec	(1,180,761)
Chastang Ford - CBN	(214,304)
<b>Expended to Date</b>	<b>\$ (2,880,620)</b>
<b>Encumbered</b>	<i>Contract or PO Number</i>
Altec Derrick and Bucket	21403970 \$ (434,218)
Grapevine DCJ	21403971 (68,387)
<b>Encumbered to Date</b>	<b>\$ (502,605)</b>
<b>Agenda Items July 16, 2024</b>	<i>Contract or PO Number</i>
Sewell Ford of Odessa	HGAC \$ (207,484)
<b>Agenda Items for Consideration</b>	<b>\$ (207,484)</b>
<b>Estimated Costs for Remaining Appropriation</b>	
Make Ready/Contingency	\$ (59,291)
Additional Unit	(65,000)
<b>Estimated Costs for Remaining Appropriation</b>	<b>\$ (124,291)</b>
<b>Remaining Appropriation</b>	<b>\$ -</b>

**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 HGAC quote to Sewell Ford of Odessa, for one Bucket Truck (the “Equipment”);

WHEREAS, this purchase will be made in accordance with HGAC Contract VE05-24, a cooperative purchasing contract authorized by Texas Interlocal Cooperation Act (Texas Local Government Code, Title 7, Chapter 791);

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 Sewell Ford of Odessa, regarding HGAC Contract VE05-24 for the Equipment, and any documents related thereto.

Passed by the Electric Utility Board this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
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



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** July 16, 2024

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**Summary:**

Consider and award Invitation to Bid (ITB) #7108-24-ELD, LP&L Pad Mounted Switches.

**Background/Discussion:**

The purpose of this bid is for the purchase of five (5) pad mounted switches and concrete pads. Switches are electrical devices which protect electric energy from one phase to another. The switches are mounted on concrete pads and are rated primarily for protection voltages. These items will be stored at the City of Lubbock Central Warehouse and will be used as needed.

**Fiscal Impact:**

These items will be funded on an as needed basis by various annual capital projects.

**Recommendation:**

Staff recommends award of ITB #7108-24-ELD, LP&L Pad Mounted Switches, to **Techline Inc., of Amarillo, Texas** for **\$323,964.00** or such alternative action as the Electric Utility Board may deem appropriate.



Prepared by the Purchasing Department for the July 16, 2024 Electric Utility Board Meeting

**ITB 7108-24-ELD – LP&L Pad Mounted Switches**

Closed: June 20, 2024 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days ARO
1	1	EA	4Way Padmnt Switch.27kV. 6622 Item# 597610102 <b>Techline Inc.</b> Anixter, Inc.	<b>Amarillo, TX</b> Lubbock, TX	\$ 73,694.00 \$ 96,275.00	\$ 73,694.00 \$ 96,275.00	<b>280-294</b> 301-315
2	3	EA	4Way Padmont Switch.27kV. 6666 Item# 597610101 <b>Techline Inc.</b> Anixter, Inc.	<b>Amarillo, TX</b> Lubbock, TX	\$ 60,853.00 \$ 73,450.00	\$ 182,559.00 \$ 220,350.00	<b>280-294</b> 301-315
3	1	EA	4Way Padmnt Switch 27kV. 6662 Item# 597610100 <b>Techline Inc.</b> Anixter, Inc.	<b>Amarillo, TX</b> Lubbock, TX	\$ 67,711.00 \$ 89,025.00	\$ 67,711.00 \$ 89,025.00	<b>280-294</b> 301-315

**Non-Responsive**  
G&W Electric Company

**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 #7108-24-ELD (the “Bid”), respecting the property described as Lubbock Power & Light Pad Mounted Switches, as more particularly described in the Bid (the “Property”), to Techline Inc., of Amarillo, Texas.

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 16<sup>th</sup> day of July 2024.

\_\_\_\_\_  
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