

**The Electric Utility Board of  
Lubbock Power & Light Agenda  
December 16, 2025**

**11:00am**

Gwen Stafford, Chair  
Edwin "Butch" Davis, Vice Chair, P.E.  
Eddie Schulz, Secretary  
Dr. Solomon Fields  
Dr. Gonzalo Ramirez  
Dr. Craig Rhyne  
Rhea Hill  
Mike Stevens  
Thomas Parker  
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**

**Council Workroom 101A**

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

4. Consider Resolutions to recognize, honor, and appreciate the service of Past Electric Utility Board members, by honoring the establishment of scholarships named in recognition of the members for their contributions and lasting impact on Lubbock Power and Light as follows:
  - Daniel Lyle Odom as presented by Board Member Dr. Solomon Fields
  - Gregory O. Taylor as presented by Board Member Rhea Hill
  - John C. Owens as presented by Board Member Edwin Butch Davis
  - John D. Zwaicher as presented by Board Member Eddie Schulz.
5. Consider a Resolution establishing a scholarship named in recognition and honor of Jimmy Dorman presented by Board Member Dr. Gonzalo Ramirez.
6. Consider a Resolution naming a substation in honor of W.R. Collier as presented by Chair of the Board Gwen Stafford.
7. Recognize honorees during lunch service.

*11:30 a.m. – Approximately - Following completion of the Lunch Break, the Electric Utility Board will reconvene in Executive session to discuss the items listed below. It is anticipated that the open session will begin at 12:00 p.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.*

### **Executive Session**

8. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
  - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
  - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies;
  - (iii) Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
9. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

- (i) legal advice regarding issues herein listed on the agenda;
- (ii) legal advice and counsel regarding contemplated litigation matters;
- (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
- (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
- (v) *Ajay Mitchell v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-1728, proceeding in the 72<sup>nd</sup> District Court of Lubbock County, Texas.

**12:00 p.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 **12:00 p.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**

- 10. Approve the minutes from the Regular Electric Utility Board meeting held on November 18, 2025.
- 11. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
- 12. 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.
- 13. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, as concerns line items 1, 2, option 7 and option 8 to Caldwell Country Chevrolet II LLC, for \$193,600.00 with a delivery of 150 days and as concerns line items

3, 4, option 3 and option 4 to Grapevine DCJ LLC for \$212,888.00 with a delivery of 100 days, ITB 7103-26-ELD - LP&L Fleet Vehicles. This bid is for 8 replacement trucks to LP&L's Fleet as approved in the FY 2025-26 Capital Program budget.

14. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a first amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through LP&L, and EEPlus, Inc., for professional engineering services. These services include annual TPL studies, transmission interconnection feasibility, steady state, short circuit, and stability studies, and associated support services. This amendment increases the Not-to-Exceed of the original agreement by \$2,600,400.00 from \$400,000.00 to \$3,000,000.00 to accommodate the influx of large load interconnection requests and associated studies required.
15. Consider a budget amendment, amending the FY 2025-26 Operating Budget 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. To increase the operating budget in cost center 7611 and the Outside Work Orders and Street Lights revenue budget in fund 211 - Electric Operations by \$800,000.00 for the influx of large load interconnection requests and associated studies required.
16. Discuss, consider, nominate, and take possible minuted action regarding the election of Executive Roles to the Electric Utility Board including Chair, Vice-Chair, and Secretary.

### **Consent**

17. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Consulting., for services to provide location of and support services for Secure File Transfer Protocol (SFTP). The SFTP site will be available from January 1, 2026 through December 31, 2028, and will serve as a designated channel for LP&L to transmit files generated by CCS, MTM, and SMT systems, as well as to receive vendor-supplied files intended for use within Oracle CCS/MTM/SMT environments. TMG will provide ongoing monitoring of the SFTP location and will promptly communicate any file transfer issues that arise. This support will be maintained through December 31, 2028. Total NTE for this agreement over the two-year period is \$122,160.00.
18. 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 Lubbock Power & Light and Legacy PSG Inc., for professional services related to right of way acquisition, right of way related construction activities and CCN activities for electric transmission and distribution projects. This agreement will have a Not-to-Exceed value of \$4,200,000.00 and shall run through October 2028, with the option for annual one-year renewals.

19. Consider a resolution delegating the authority of the LP&L Chief Administrative Officer, or his designee, to ratify an agreement for Jackson Walker LLP engagement regarding legal and consulting services related in connection with certain transmission facilities to be constructed.
20. Consider a resolution delegating the authority of the LP&L Chief Administrative Officer, or his designee, to ratify an agreement with Kerby & Wade, P.C. for engagement regarding legal and consulting services related to current litigation case with Ajay Mitchell.
21. 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 10th December 2025, at 10:40 A.M.

By: *Beatrice Duenez*

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



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** December 16, 2025

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#### **Summary:**

Consider and approve the naming of existing and new scholarships at area universities.

#### **Background/Discussion/Fiscal Impact:**

There are two existing scholarships and three new scholarships that will be named in honor and in memory of individuals that have made a lasting impact on Lubbock Power & Light and the citizens of Lubbock.

The recommended names for the scholarships are:

1. The Lubbock Power and Light / John C. Owens Endowed Scholarship at Texas Tech University
2. The Lubbock Power and Light / John D. Zwiacher Endowed Scholarship at Texas Tech Health Sciences Center
3. The Lubbock Power and Light / Gregory O. Taylor Endowed Scholarship at Lubbock Christian University
4. The Lubbock Power and Light / Daniel Lyle Odom Endowed Scholarship at Wayland Baptist University
5. The Lubbock Power and Light / Jimmy Dorman Memorial Scholarship at Western Texas College

#### **Fiscal Impact:**

There is no fiscal impact associated with this resolution.

#### **Recommendation:**

Adopt resolution of the scholarship names, or such alternative action as the Electric Utility Board may deem appropriate.

## **RESOLUTION**

A RESOLUTION OF THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD RECOGNIZING AND HONORING DANIEL LYLE ODOM FOR HIS SERVICE TO THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD AND APPROVING THE NAMING OF THE DANIEL LYLE ODOM /LUBBOCK POWER AND LIGHT ENDOWED SCHOLARSHIP AT WAYLAND BAPTIST UNIVERSITY

WHEREAS, Daniel Lyle Odom served with distinction as a member of the Lubbock Power and Light (LP&L) Electric Utility Board, demonstrating exemplary leadership, integrity, and commitment to public service; and

WHEREAS during his tenure, Mr. Odom contributed significantly to the advancement of LP&L's mission to provide reliable, affordable, and sustainable electric service to the citizens of Lubbock; and

WHEREAS, Mr. Odom's dedication to the community and to the development of future leaders in the utility and energy sectors has inspired the establishment of an endowed scholarship in his name; and

WHEREAS, the Daniel Lyle Odom / Lubbock Power and Light Endowed Scholarship has been formally established to support students pursuing education in fields related to Science, Technology, Engineering, and Mathematics, or other disciplines that align with the mission of LP&L; and

WHEREAS, it is fitting and proper to honor Mr. Odom's legacy and contributions by naming this scholarship in his honor;

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

THAT the Electric Utility Board hereby expresses its gratitude to Daniel Lyle Odom for his service on the Board and his leadership and recognizes the indelible mark he has left on Lubbock's municipally-owned utility.

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

1. The Daniel Lyle Odom / Lubbock Power and Light Endowed Scholarship is hereby formally recognized and approved.
2. The scholarship shall serve as a lasting tribute to Daniel Lyle Odom's service and dedication to the Lubbock community and the LP&L Electric Utility Board.
3. The Board extends its sincere appreciation to Mr. Odom for his years of service and leadership.

Passed by the Electric Utility Board this 16<sup>th</sup> day of December 2025.

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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, LP&L

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel



## **RESOLUTION**

A RESOLUTION OF THE Lubbock Power and Light Electric Utility Board RECOGNIZING AND HONORING GREGORY O. TAYLOR FOR HIS SERVICE TO THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD AND APPROVING THE NAMING OF THE GREGORY O. TAYLOR/LUBBOCK POWER AND LIGHT ENDOWED SCHOLARSHIP AT LUBBOCK CHRISTIAN UNIVERSITY

WHEREAS, Gregory O. Taylor served with distinction as a member of the Lubbock Power and Light (LP&L) Electric Utility Board, demonstrating exemplary leadership, integrity, and commitment to public service; and

WHEREAS during his tenure, Mr. Taylor contributed significantly to the advancement of LP&L's mission to provide reliable, affordable, and sustainable electric service to the citizens of Lubbock; and

WHEREAS, Mr. Taylor's dedication to the community and to the development of future leaders in the utility and energy sectors has inspired the establishment of an endowed scholarship in his name; and

WHEREAS, the Gregory O. Taylor / Lubbock Power and Light Endowed Scholarship has been formally established to support students pursuing education in fields related to Science, Technology, Engineering, and Mathematics, or other disciplines that align with the mission of LP&L; and

WHEREAS, it is fitting and proper to honor Mr. Taylor's legacy and contributions by naming this scholarship in his honor;

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

THAT the Electric Utility Board hereby expresses its gratitude to Gregory O. Taylor for his service on the Board and his leadership and recognizes the indelible mark he has left on Lubbock's municipally-owned utility.

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

1. The Gregory O. Taylor / Lubbock Power and Light Endowed Scholarship is hereby formally recognized and approved.
2. The scholarship shall serve as a lasting tribute to Gregory O. Taylor's service and dedication to the Lubbock community and the LP&L Electric Utility Board.
3. The Board extends its sincere appreciation to Mr. Taylor for his years of service and leadership.

Passed by the Electric Utility Board this 16<sup>th</sup> day of December 2025.

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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, LP&L

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

## **RESOLUTION**

A RESOLUTION OF THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD RECOGNIZING AND HONORING JOHN C. OWENS FOR HIS SERVICE TO THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD AND APPROVING THE NAMING OF THE JOHN C. OWENS/LUBBOCK POWER AND LIGHT ENDOWED SCHOLARSHIP AT TEXAS TECH UNIVERSITY

WHEREAS, John C. Owens served with distinction as a member of the Lubbock Power and Light (LP&L) Electric Utility Board, demonstrating exemplary leadership, integrity, and commitment to public service; and

WHEREAS during his tenure, Mr. Owens contributed significantly to the advancement of LP&L's mission to provide reliable, affordable, and sustainable electric service to the citizens of Lubbock; and

WHEREAS, Mr. Owens' dedication to the community and to the development of future leaders in the utility and energy sectors has inspired the establishment of an endowed scholarship in his name; and

WHEREAS, the John C. Owens / Lubbock Power and Light Endowed Scholarship has been formally established to support students pursuing education in fields of related to Science, Technology, Engineering, and Mathematics, or other disciplines that align with the mission of LP&L; and

WHEREAS, it is fitting and proper to honor Mr. Owens' legacy and contributions by naming this scholarship in his honor;

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

THAT the Electric Utility Board hereby expresses its gratitude to John C. Owens for his service on the Board and his leadership and recognizes the indelible mark he has left on Lubbock's municipally-owned utility.

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

1. The John C. Owens / Lubbock Power and Light Endowed Scholarship is hereby formally recognized and approved.
2. The scholarship shall serve as a lasting tribute to John C. Owens' service and dedication to the Lubbock community and the LP&L Electric Utility Board.
3. The Board extends its sincere appreciation to Mr. Owens for his years of service and leadership.

Passed by the Electric Utility Board this 16<sup>th</sup> day of December 2025.

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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, LP&L

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

## **RESOLUTION**

A RESOLUTION OF THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD RECOGNIZING AND HONORING JOHN D. ZWIACHER FOR HIS SERVICE TO THE LUBBOCK POWER AND LIGHT ELECTRIC UTILITY BOARD AND APPROVING THE NAMING OF THE JOHN D. ZWIACHER/LUBBOCK POWER AND LIGHT ENDOWED SCHOLARSHIP AT TEXAS TECH HEALTH SCIENCES CENTER

WHEREAS, John D. Zwiacher served with distinction as a member of the Lubbock Power and Light (LP&L) Electric Utility Board, demonstrating exemplary leadership, integrity, and commitment to public service; and

WHEREAS during his tenure, Mr. Zwiacher contributed significantly to the advancement of LP&L's mission to provide reliable, affordable, and sustainable electric service to the citizens of Lubbock; and

WHEREAS, Mr. Zwiacher's dedication to the community and to the development of future leaders in the utility and energy sectors has inspired the establishment of an endowed scholarship in his name; and

WHEREAS, the John D. Zwiacher / Lubbock Power and Light Endowed Scholarship has been formally established to support students pursuing education in the School of Medicine, School of Nursing, or the School of Pharmacy; and

WHEREAS, it is fitting and proper to honor Mr. Zwiacher's legacy and contributions by naming this scholarship in his honor;

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

THAT the Electric Utility Board hereby expresses its gratitude to John D. Zwiacher for his service on the Board and his leadership and recognizes the indelible mark he has left on Lubbock's municipally-owned utility.

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

1. The John D. Zwiacher / Lubbock Power and Light Endowed Scholarship is hereby formally recognized and approved.
2. The scholarship shall serve as a lasting tribute to John D. Zwiacher's service and dedication to the Lubbock community and the LP&L Electric Utility Board.
3. The Board extends its sincere appreciation to Mr. Zwiacher for his years of service and leadership.

Passed by the Electric Utility Board this 16<sup>th</sup> day of December 2025.

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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, LP&L

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

## **RESOLUTION**

A RESOLUTION OF LUBBOCK POWER AND LIGHT RECOGNIZING AND HONORING JIMMY DORMAN FOR HIS SERVICE TO LUBBOCK POWER AND LIGHT AND APPROVING THE NAMING OF THE JIMMY DORMAN / LUBBOCK POWER AND LIGHT MEMORIAL SCHOLARSHIP AT WESTERN TEXAS COLLEGE

WHEREAS, during his life, Jimmy Dorman served with distinction as a valued member of the Lubbock Power and Light (LP&L) team, demonstrating exemplary dedication, professionalism, and commitment to public service; and

WHEREAS, throughout his career, Mr. Dorman contributed meaningfully to the advancement of LP&L's mission to provide dependable, affordable, and sustainable electric service to the citizens of Lubbock; and

WHEREAS, Mr. Dorman's passion for the electric utility industry and his commitment to mentoring and supporting future generations of line workers has inspired the establishment of a scholarship in his name; and

WHEREAS, the Jimmy Dorman / Lubbock Power and Light Scholarship has been formally established at Western Texas College to support students enrolled in the Electric Line Workers Program, thereby strengthening the future workforce in a field critical to LP&L's continued success; and

WHEREAS, it is fitting and proper to honor Mr. Dorman's legacy and contributions by naming this scholarship in his honor;

NOW, THEREFORE, BE IT RESOLVED BY LUBBOCK POWER AND LIGHT:

The Jimmy Dorman / Lubbock Power and Light Memorial Scholarship at Western Texas College is hereby formally recognized and approved.

The scholarship shall serve as a lasting tribute to Jimmy Dorman's service, dedication, and impact on the Lubbock Power and Light team and the broader utility community.

Lubbock Power and Light proudly memorializes its sincere appreciation to Mr. Dorman for his years of service and his enduring legacy in supporting the development of future electric line workers.

Passed by the Electric Utility Board this 16<sup>th</sup> day of December 2025.

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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, LP&L

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:** December 16, 2025

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**Summary:**

Consider approval of a resolution naming the W.R. Collier Electrical Substation in honor of past Electric Utility Board Chairman W.R. Collier.

**Background/Discussion:**

The Electric Utility Board was formed by City Charter, having nine members appointed by the City Council. These members, who are citizens in good standing, are eligible to serve up to four, two year terms. The Electric Utility Board is responsible to govern, manage and operate Lubbock Power & Light.

W.R. Collier was appointed to the Electric Utility Board in February 2004 and served as its chairman from November 2004 until September 2011. Mr. Collier's leadership and business expertise helped guide Lubbock Power & Light through one of its most important periods in its 100-year history. Mr. Collier helped improve the financial standing of the utility and set it on a path to future success.

The W.R. Collier Electrical Substation will be named in honor W.R. Collier for his immeasurable contribution to Lubbock Power & Light.

**Fiscal Impact:**

No Fiscal impact.

**Recommendation:**

Staff recommends approval of this resolution.

## **RESOLUTION**

WHEREAS, W.R. Collier was appointed to the Lubbock Power & Light (LP&L) Electric Utility Board (EUB) in February 2004 and served as its chairman from November 2004 until September 2011;

WHEREAS, W.R. Collier was appointed to the EUB following a major disruption in operations and fundamental change to the governing charter of LP&L in 2004, necessitating strong business-minded leaders to govern the utility;

WHEREAS, W.R. Collier came to the EUB with extensive business success and community achievements, including the leadership positions with the American Bankers Association, Texas Bankers Association, Lubbock Bankers Association, Texas Tech and various esteemed community associations;

WHEREAS, W.R. Collier had strong ties with fellow business and civic leaders and a keen knowledge of how the Lubbock market operates which allowed LP&L to implement a successful strategy to restore its standing in the community;

WHEREAS, W.R. Collier led the EUB through a transformational time and achieved the goals of substantially improving the financial condition of the utility and setting it on a course to grow into a sustainable electric provider for future generations;

WHEREAS, as chairman of the EUB, W.R. Collier provided the business expertise needed to ensure that the city's long-time municipal electric provider could meet historic challenges to come and provide reliable and affordable electricity to the citizens of Lubbock;

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

THAT the Electric Utility Board hereby expresses its gratitude to W.R. Collier for leadership on the Board and recognizes his years of service with the naming of the W.R. Collier Electrical Substation in his honor.

Passed by the Electric Utility Board this 16th day of December 2025.

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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, LP&L

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

**The Electric Utility Board of  
Lubbock Power & Light Minutes  
November 18, 2025**

**11:00am**

Gwen Stafford, Chair  
Edwin "Butch" Davis, Vice Chair, P.E.  
Eddie Schulz, Secretary  
Dr. Solomon Fields  
Dr. Gonzalo Ramirez  
Dr. Craig Rhyne  
Rhea Hill  
Mike Stevens  
Thomas Parker  
Mark McBrayer, Ex-Officio



**Lubbock Power & Light**

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

Joel Ivy, Chief Administrative Officer  
Keli Swan, General Counsel

**CITIZENS TOWER**

**1314 Ave K**

**Lubbock, Texas 79401**

**OPEN SESSION:**

**City Council Chambers**

**EXECUTIVE SESSION:**

**Citizens Tower**

**Council Workroom 101A**

**EUB**

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

**City Staff**

Matt Wade

**City Council**

Mayor Pro Tem Christy  
Martinez-Garcia

**LP&L Staff**

Joel Ivy  
Keli Swan  
Beatrice Duenez  
Blair McGinnis  
Skylar Borunda  
Felix Orta  
Matt Rose  
Kody Morris  
Chris Sims  
Amy Day  
Tamara Randles  
Cody Kirk  
Kacey Johnson  
Luke Miller  
Daniel Garcia  
Marty Muniz  
Renee Treat  
Camille Powe  
Rachel Hendrix  
Megan Moniz  
Clint Gardner  
Harvey Hall

1. Call to Order.

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

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

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

***Mike Harrison signed up for public comment and spoke regarding a customer issue.***

3. Introduce new Board member Thomas Parker.

***Board Chair Stafford introduced Thomas Parker to the Board and Staff. Thomas Parker spoke to Board and Staff and is eager to serve on the Electric Utility Board.***

4. The Electric Utility Board may make any comments related to board member activities, events, community engagement, or current or future agenda items.

***Customer Engagement Committee Chair Dr. Solomon Fields gave a quick recap of the committee's meeting held immediately prior to the EUB meeting. Dr. Fields informed the Board that the committee will recommend several scholarships to the Board next month for approval.***

5. Consider a Resolution to recognize, honor, and appreciate the service of Electric Utility Board member Dan Wilson.

***Board Secretary Eddie Schulz read proposed resolution aloud to recognize and honor previous Board member Dan Wilson. Dan Wilson spoke and thanked the Staff, Leadership, the City, and Board for all they have done. A motion to pass the resolution was made by Board member Dr. Solomon Fields and Seconded by Vice Chair Butch Davis. The resolution passed unanimously with a vote of 8-0. Following the resolution, Dan Wilson received a standing ovation in recognition of his service.***

### **Executive Session**

***The Board recessed into executive session at 11:17 a.m.***

6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
  - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
  - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies;
  - (iii) Risk management information, contracts, and strategies, including fuel hedging and storage;
    - Discuss and deliberate risk management strategies.
  - (iv) Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
  - (i) legal advice regarding issues herein listed on the agenda;
  - (ii) legal advice and counsel regarding contemplated litigation matters;
  - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
  - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.

- (v) *Ajay Mitchell v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-1728, proceeding in the 72<sup>nd</sup> District Court of Lubbock County, Texas.

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

### **Open Session**

*The Board reconvened in open session at 12:04pm.*

9. Approve the minutes from the Regular Electric Utility Board meeting held on October 21, 2025.

*Chair Stafford asked if there were any corrections to the minutes, and hearing none, a motion to approve the minutes with no corrections was made by Board member Dr. Solomon Fields and was seconded by Board member Dr. Gonzalo Ramirez. The Board voted to approve the minutes with a vote of 8-0.*

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

*LP&L Chief Administrative Officer Joel Ivy recognized recent LP&L stability pin recipients for their years of service and thanked them for their achievements. Chief Public Affairs Officer Matt Rose gave the Board an update on current Retail Electricity Providers and recapped their growth since beginning of competition.*

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.

*Director of Finance Kacey Johnson presented LP&L’s September financial statements.*

12. Discuss and take possible action regarding the appointment(s) and confirmation of Board members to the Electric Utility Board's Committees.

***The Board appointed members to the Board Bylaws committee, Finance Committee, and Customer Engagement committee by resolution. A motion was made by Vice Chair Butch Davis, and seconded by Board member Dr. Gonzalo Ramirez. The resolution was approved with a vote of 8-0.***

13. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Utility Advisory Services, Inc., of Coral Gables, Florida, Request for Proposal (RFP) 7115-25-EUA - LP&L Oracle Utility Systems Support and Optimization Services. This project will have a not to exceed of \$589,800.00, please note a change order of up to 25% (\$147,475.00) of the not to exceed may be authorized by the Chief Administrative Officer.

***Chair Stafford informed the Board that there was a substitution in the contract language posted in book to include an insurance requirement update. Board member Dr. Rhyne made the motion to approve the substitution and was seconded by Board member Dr. Solomon Fields. The new resolution and contract were presented to Board with the change. Board Member Mike Stevens made the motion to approved the resolution as proposed and was seconded by Board Member Thomas Parker. The Resolution passed by vote of 8-0.***

### **Consent**

***Chair Stafford asked for a motion to approve the items 14-17 on the consent agenda.***

***Board member Dr. Craig Rhyne made a motion that was seconded by Board member Dr. Solomon Fields and was passed by a vote of 8-0 to approve consent items.***

14. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Contract to Titan Utility Services, LLC, of Albany, Louisiana, Request for Proposal (RFP) 7119-25-ELD, LP&L On-site Dielectric Testing - Annual Pricing for an estimated annual cost of \$45,000.00 for 5 years. Contractor will provide onsite dielectric testing on LP&L aerials, derricks, cranes, hotline tools, line hose and blankets, etc. This cost is appropriated per cost center and approved in the budget.
15. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, for Distribution Planning and Modeling Engineering Services with



Electrical Consultants, Inc. This will be a three-year agreement with a not-to-exceed of \$500,00.00.

16. Consider a resolution ratifying the execution of a Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, by the Chief Administrative Officer or his designee, for continued remediation activities at Cooke Station with Enprotec/Hibbs & Todd, Inc. This is a three-year agreement with a not-to-exceed of \$400,000.00.
17. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute Ordering Document CPQ-4049463 (Item B88206) with Oracle America, Inc., in the amount of \$85,762.00 for a 12-month term, effective December 5, 2025, through December 4, 2026, for Oracle PaaS and IaaS Universal Credits to support testing and operational environments.
18. Adjourn.

***Chair Stafford adjourned the meeting at 12:23pm.***

Prepared by:

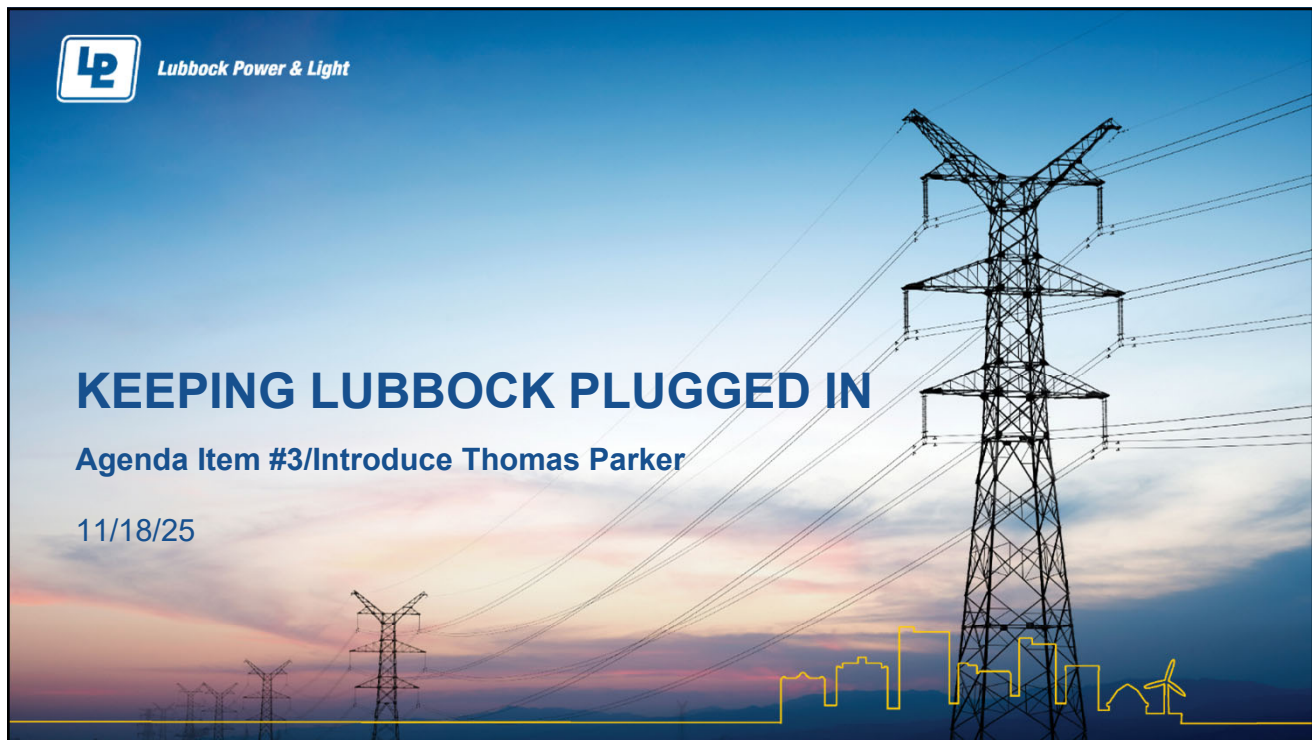
Approved by:

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Eddie Schulz, Secretary

---

Gwen Stafford, Chair



## Thomas Parker Introduction



Agenda Item #3/Introduce Thomas Parker





## Dan Wilson Appreciation



Agenda Item #5/Dan Wilson Appreciation





## Stability Pin Recipients

### 5 Year

Ricky Rodriguez	William Butler
Beatrice Duenez	Laura Gomez
Maritza Torres	Amy Perez
Isaac Gomez	Shirley Thiel
Eli Henn	Crystal Miller
Shawn Hill	Nichole Soto
Cary Dalton	Sied Talebinejad
Jaime Smith	Boocker Brasuel

### 10 Year

Blair McGinnis	Luis Salinas
Mitchell Pearce	Paul Beltran
Tony Rogers	Randy Wood
Joshua Tennyson	Camille Powe
Monte Kernell	
Orlando Barrientes	
Dennis Keating	





## Stability Pin Recipients

### 15 Year

Felipe Rodriguez

Robert Rodriguez

Jubal Mann

Victor Castillo

Mike Hernandez

Austin Huskey

Briton Garza

Maria Martinez

### 20 Year

Jessie Salas

Bobby Garcia

Ruben Olguin

Carlos Moreno

Crystal Brown

### 30 Year

Chris Sims – Chief Performance Officer

### 35 Year

Michael Coomer – Substation Supervisor

Agenda Item #10/Stability Pin Recipients



# REPs

**Public Plans**

25 Parent Companies  
81 Public Plans

**Private Offerings**

27 Parent Companies  
66 Private Plans

**Public and Private Offerings**

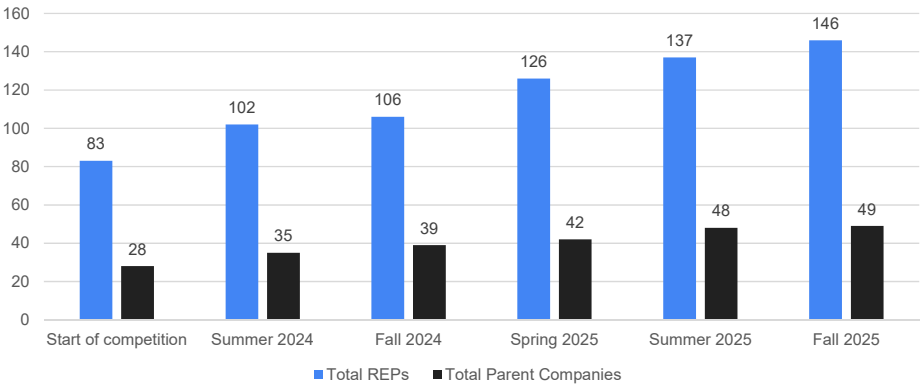
52 Parent Companies  
146 Plans

Agenda Item #10/Total REPs



# REPs

REP Growth Since Beginning of Competition



Agenda item #10 / List of REPs





## Balance Sheet– September (Pages 37-38)

	September 2025	August 2025	Variance				
<b>ASSETS</b>				<b>LIABILITIES</b>			
Current assets:				Accounts payable	\$ 6,666,157	\$ 6,376,109	290,048
Pooled cash and cash equivalents	\$ 104,646,688	\$ 95,987,821	\$ 8,658,867	Accrued interest payable	7,887,408	7,887,408	-
Receivables-CCS	3,977,743	3,849,813	127,930	Accrued liabilities	3,458,695	2,465,147	993,548
Receivables-MTM	23,971,962	29,191,875	(5,219,913)	Unapplied Cash	1,316,360	1,126,033	190,327
Other Current Assets	3,515,091	3,521,849	(6,758)	Compensated absences	2,526,147	2,377,444	148,703
Total current assets	136,111,485	132,551,357	3,560,128	Bonds payable	-	-	-
Noncurrent assets:				Total current liabilities	21,854,766	20,232,140	1,622,626
Restricted investments	45,253,859	46,316,856	(1,062,997)	Noncurrent liabilities:			
Prepaid expenses	-	555,553	(555,553)	Compensated absences	2,887,990	2,717,987	170,003
	45,253,859	46,872,408	(1,618,549)	Post employment benefits	15,713,909	15,713,909	-
Total capital assets	633,683,414	635,302,689	(1,619,275)	Net pension obligation	17,063,369	21,556,571	(4,493,202)
Total noncurrent assets	678,937,273	682,175,097	(3,237,824)	Leases payable	403,899	527,939	(124,040)
Total Assets	\$ 815,048,757	\$ 814,726,454	\$ 322,303	Bonds payable	507,675,813	507,675,813	-
				Total noncurrent liabilities	543,744,981	548,192,219	(4,447,238)
				Total Liabilities	\$ 565,599,747	\$ 568,424,359	\$ (2,824,612)
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				<b>DEFERRED INFLOWS OF RESOURCES</b>			
Total Deferred Outflows of Resources	\$ 11,033,985	\$ 14,532,820	\$ (3,498,835)	Total Deferred Inflows of Resources	\$ 11,374,768	\$ 9,851,161	\$ 1,523,607
				Total Net Position	\$ 249,108,228	\$ 250,983,755	\$ (1,875,527)

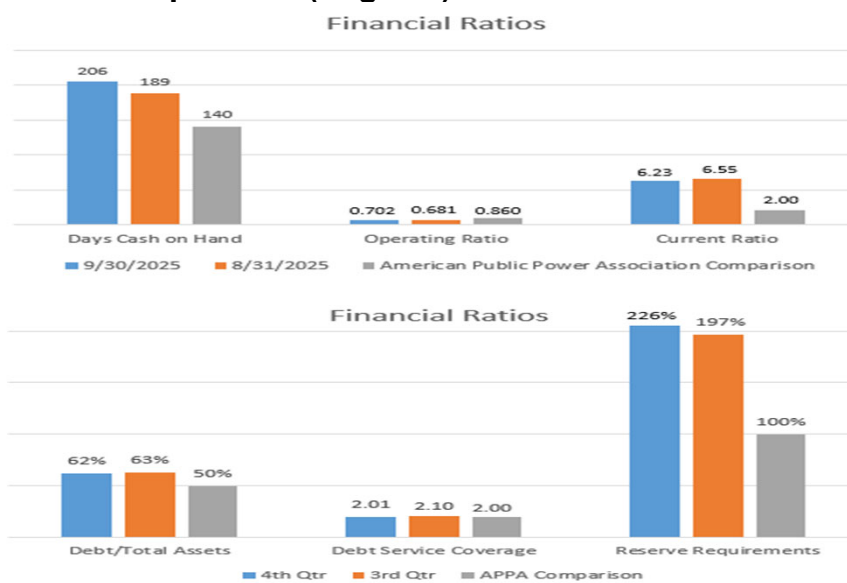
## Cash Flow – September (Page 40)

	September 2025	September FYTD
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Receipts from customers	\$ 18,551,562	\$ 174,627,196
Payments to suppliers	(4,607,960)	(104,064,825)
Payments to employees	(3,203,249)	(29,753,213)
Other receipts (payments)	(3,173,946)	(13,575,446)
Net cash provided (used) by operating activities	7,566,406	27,233,712
<b><u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Net cash provided (used) by noncapital and related financing activities	(172,867)	(2,074,409)
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Net cash provided (used) for capital and related financing activities	(266,764)	(62,254,122)
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Net cash provided (used) by investing activities	1,532,091	9,652,003
Net increase (decrease) in cash and cash equivalents	8,658,868	(27,442,816)
Cash and cash equivalents - beginning of period	95,987,821	132,089,504
Cash and cash equivalents - end of period	104,646,688	104,646,688

Agenda Item #11/September Financial Presentation



## Financial Ratios- September (Page 26)



Agenda Item #11/September Financial Presentation





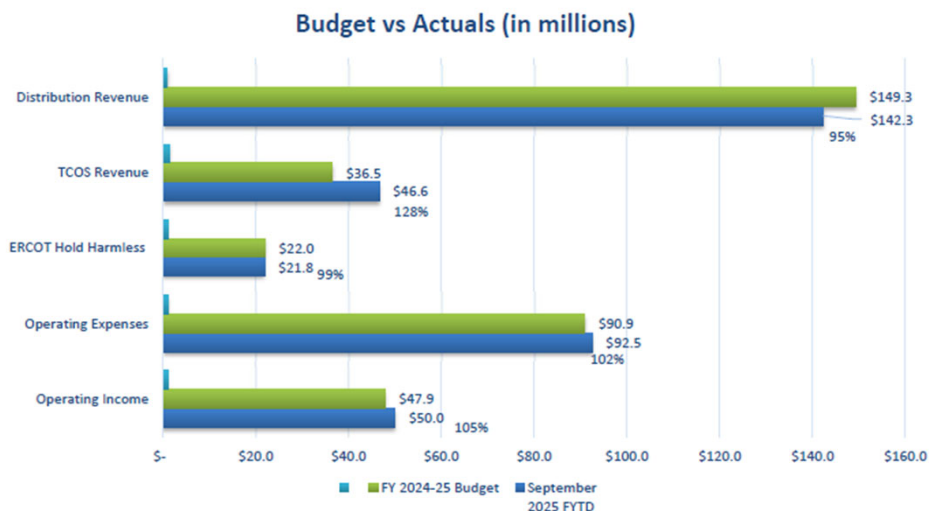
## Income Statement – September (Page 39)

	September 2025	September 2025 Budget	September 2025 FYTD	FY 2024-25 Budget
<b>OPERATING REVENUES</b>				
Distribution Revenue	\$ 11,248,747	\$ 12,439,843	\$ 142,318,450	\$ 149,278,118
TCOS Revenue	3,854,399	3,038,932	46,634,959	36,467,179
ERCOT Hold Harmless	(1,820,444)	(1,833,333)	(21,849,788)	(22,000,000)
Provision for bad debts	176,877	-	1,015,836	-
Total Operating Revenues	13,459,579	13,645,441	168,119,458	163,745,297
<b>OPERATING EXPENSES</b>				
Operating Expenses	10,015,797	7,572,112	92,517,665	90,865,340
Depreciation and amortization	2,717,441	2,085,103	25,581,535	25,021,241
Total Operating Expenses	12,733,238	9,657,215	118,099,200	115,886,581
Operating income	726,341	3,988,226	50,020,258	47,858,716

Agenda Item #11/September Financial Presentation



## Budget to Actuals – September (Page 49)



Agenda Item #11/September Financial Presentation



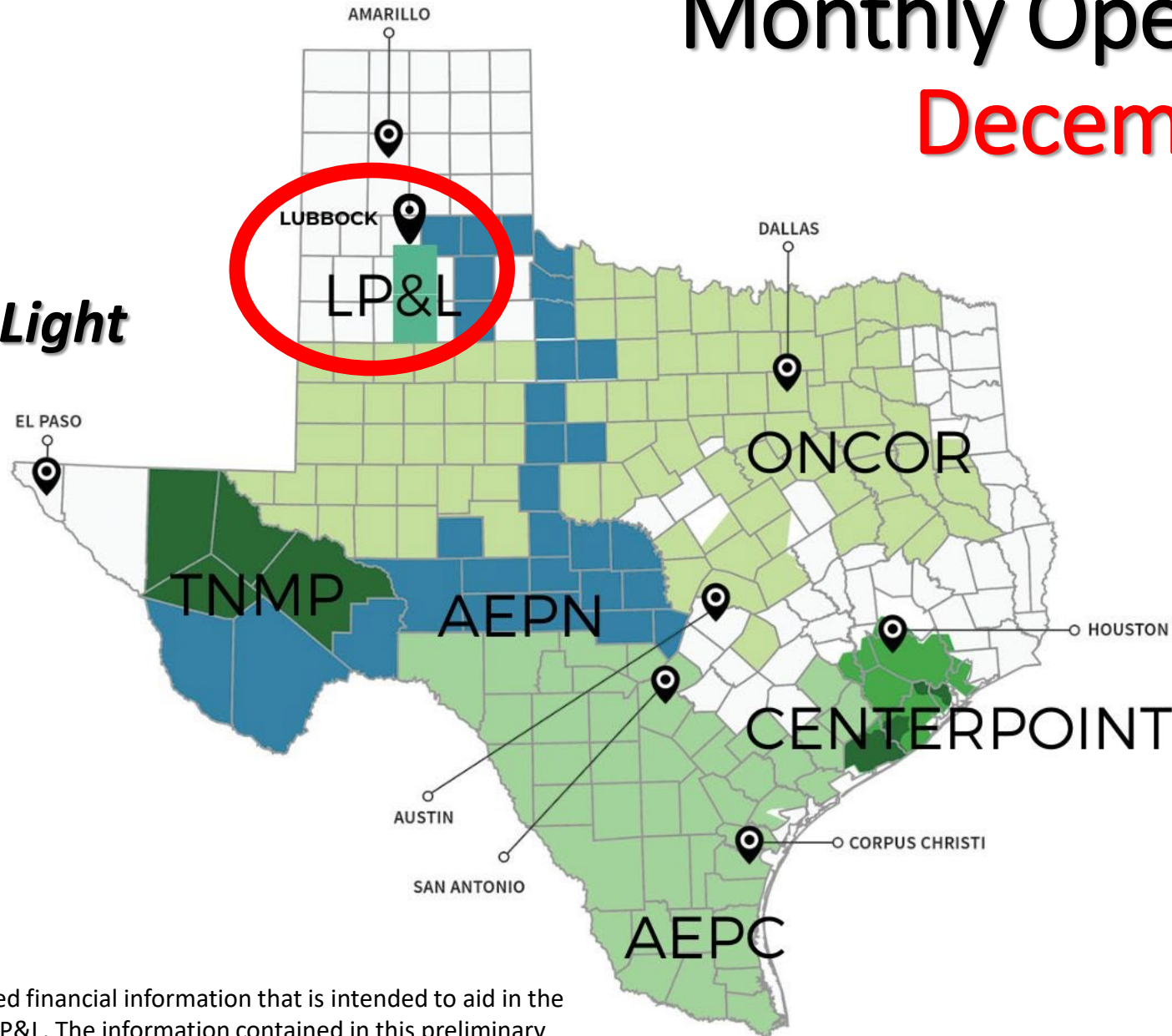




**Lubbock  
Power & Light**

# Monthly Operational Report

## December 2025



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

# LP&L's Monthly Operational Report Table of Contents

**LP&L's Three Pillars of Success**

**Safety Performance**

**Financial Performance Summary**

**Customer and Sales Summary**








**Operations and Maintenance Summary**

**Transmission & Distribution Performance**

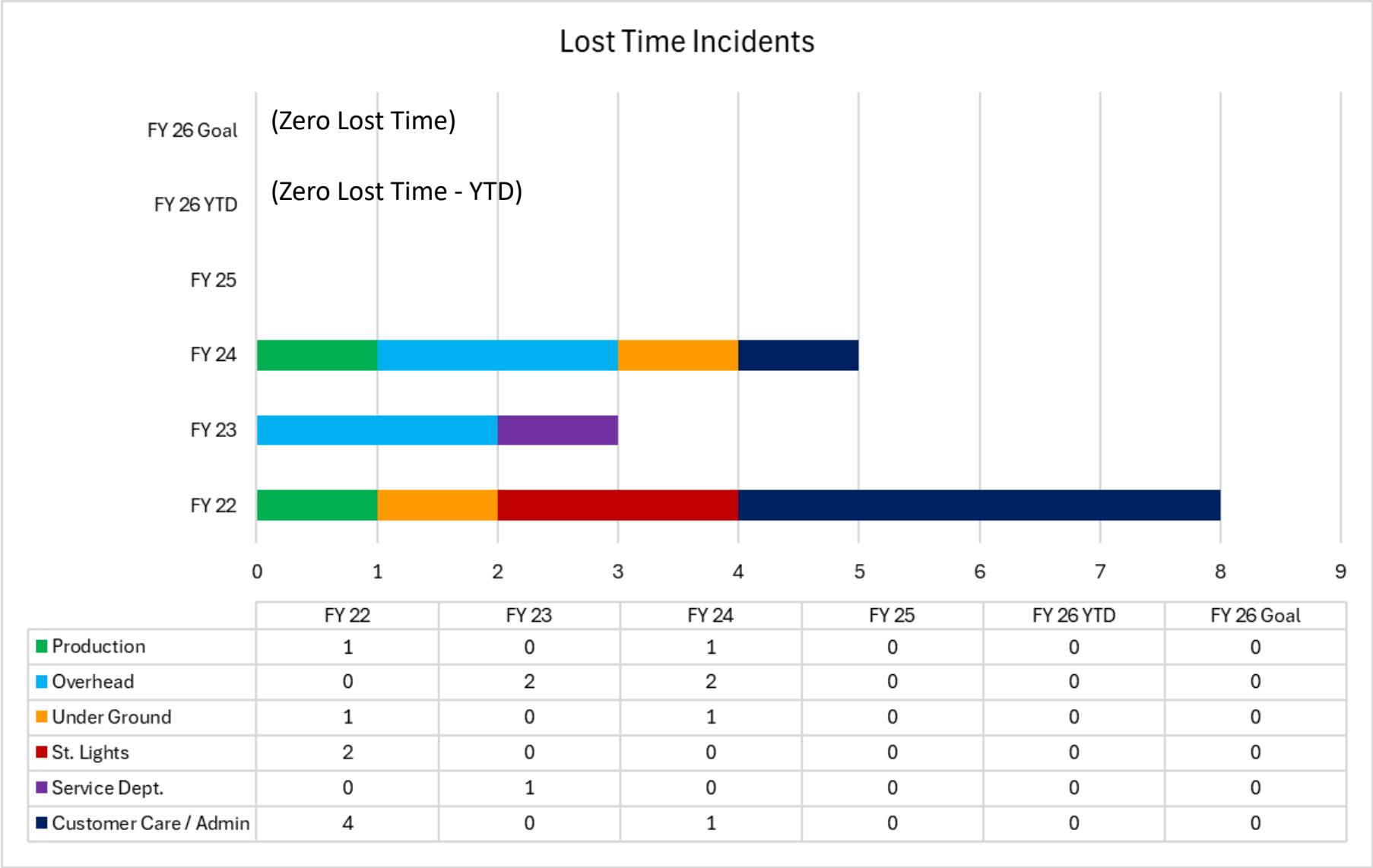
**Customer Service Performance**

**Public Affairs Summary**

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

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

# LP&L's Operational Performance - Safety



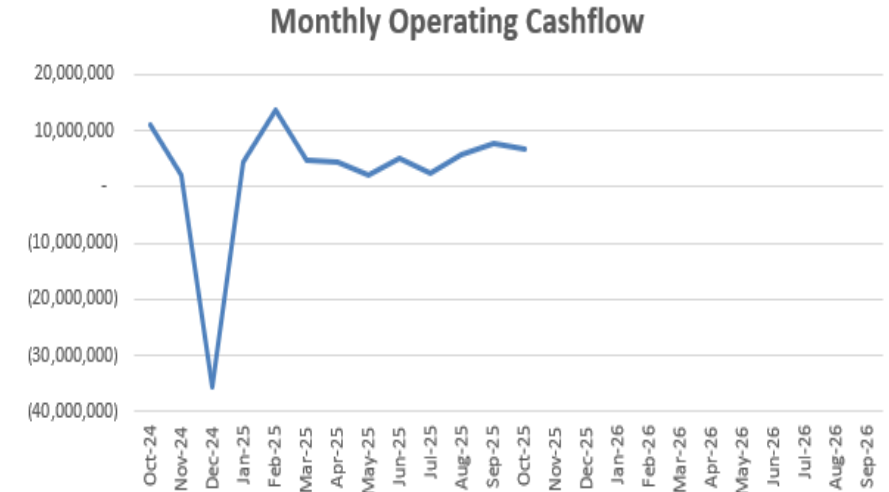
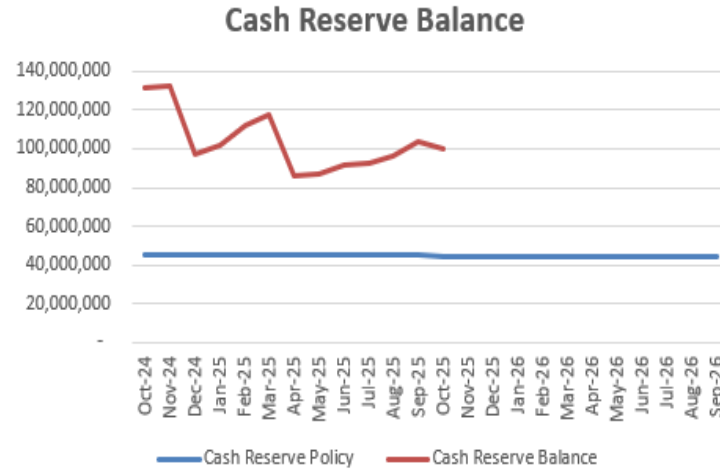
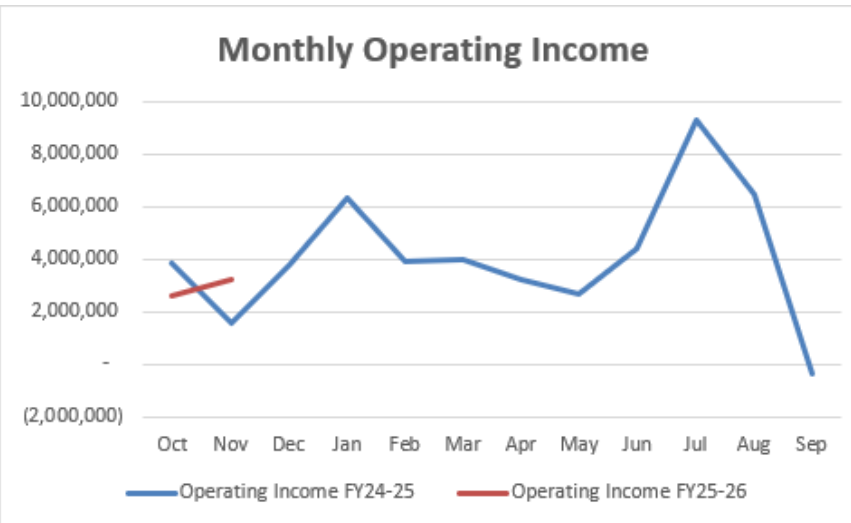
## Culture of Zero

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

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

# LP&L's Financial Performance Summary

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## Headlines:

- **Monthly Operating Income**
  - October 25- The decrease shown from last FY in Operating Income is a result of the Distribution and TCOS revenues being slightly higher in FY 2024-25- expenses remained fairly consistent
- **Cash Reserve Balance**
  - We see a small decrease in our cash reserve balance from September due to our October interest payment on GO Bonds
- **Monthly Operating Cash Flow**
  - We see a slight decrease in operating cash flow from September, but cash flow for the month of October is still showing to be higher than the months before September and one of the highest since we have went into the retail market

# LP&L's Financial Performance Summary: Income Statement 40 of 124

Income Statement	October 2025	October 2024	Variance
Operating Revenues	\$ 12,039,823	\$ 13,208,019	\$ (1,168,196)
Operating Expenses			
Personal Services	\$ 2,853,722	\$ 1,985,999	\$ 867,722
Supplies/Maintenance/Other	942,342	1,918,147	(975,805)
Purchase of Power and Transmission	3,655,976	3,333,016	322,961
Depreciation and Amortization	1,983,116	2,147,808	(164,693)
Total Operating Expenses	\$ 9,435,155	\$ 9,384,970	\$ 50,185
Operating Income	2,604,668	3,823,049	(1,218,381)
Non-Operating Revenues (Expenses)	\$ (2,576,579)	\$ (4,801,090)	\$ 2,224,511
Transfers	90,869	(172,867)	263,737
Change in Net Position	\$ 118,958	\$ (1,150,909)	\$ 1,269,867

- Decrease in revenues from FY 2024-25 is a result of a decrease in load for this FY
- Operating Income (YTD) shows a decrease as a result of the decrease in revenue



# LP&L's Financial Performance Summary: Assets

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Current Assets	October 2025	September 2025	Variance
Cash & Investments	\$ 99,572,092	\$ 103,869,823	\$ (4,297,731)
Accounts Receivable	23,234,176	27,949,705	(4,715,530)
Other	4,289,422	4,207,269	82,153
Noncurrent Assets			
Restricted Investment	45,550,712	45,253,859	296,853
Goodwill/Prepaid	-	(0)	0
Capital Assets, net	634,307,760	634,049,278	258,482
Total Assets	\$ 806,954,161	\$ 815,329,934	\$ (8,375,773)
Deferred Outflows of Resources	\$ 10,436,978	\$ 10,436,978	\$ -
	\$ 817,391,139	\$ 825,766,912	\$ (8,375,773)

- Decrease in assets is mainly due to the decrease in cash as a result of our October interest payment on GO Bonds for \$9.7m

# LP&L's Financial Performance Summary: Liabilities & Net Position 42 of 124

Current Liabilities	October 2025	September 2025	Variance
Accounts Payable/Due To	\$ 7,557,213	\$ 6,761,527	\$ 795,686
Accrued Liabilities	7,054,205	16,344,622	(9,290,417)
Bonds Payable	20,135,000	20,135,000	-
Noncurrent Liabilities			-
OPEB/NPO/Comp. Absences	37,153,683	37,153,683	-
Leases Payable	403,899	403,899	-
Bonds Payable	482,332,988	482,332,988	-
Total Liabilities	\$ 554,636,988	\$ 563,131,719	\$ (8,494,731)
Deferred Inflows of Resources	\$ 10,611,375	\$ 10,611,375	\$ 0
Net Position	\$ 252,142,775	\$ 252,023,817	\$ 118,958

- Decrease in Liabilities is due to the October interest payment on GO Bonds
- We had a slight increase in Net Position from year end

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

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Cash Flow Statement	October2025	Fiscal YTD
<b>Cash Flow From Operating</b>		
Receipts from customers	\$ 16,755,353	\$ 16,755,353
Payments to suppliers	(5,746,133)	(5,746,133)
Payments to employees	(2,853,722)	(2,853,722)
Other receipts (payments)	(1,433,819)	(1,433,819)
<b>Net Cash by operating activities</b>	<b>\$ 6,721,680</b>	<b>\$ 6,721,680</b>
<b>Cash Flow From Financing</b>		
Net Cash by Financing	\$ (11,939,620)	\$ (11,939,620)
<b>Cash Flow From Investing</b>		
Net Cash by Investing	\$ 920,208	\$ 920,208
Cash Flow – Beginning of Period	\$ (4,297,732)	\$ (4,297,732)
Cash Flow – End of Period	\$ 103,869,823	\$ 103,869,823
<b>Net Position</b>	<b>\$ 99,572,092</b>	<b>\$ 99,572,092</b>

- Operating cash flows are coming in above average due to an increase in payments from REPS from August/September billing
- Negative cash flow in Financing Cash Flows for the year is a result of October interest payment on our GO Bonds as well as \$2m in CIP Spending

# LP&L's Financial Performance Summary: Financial Metrics - October

## Financial Metrics

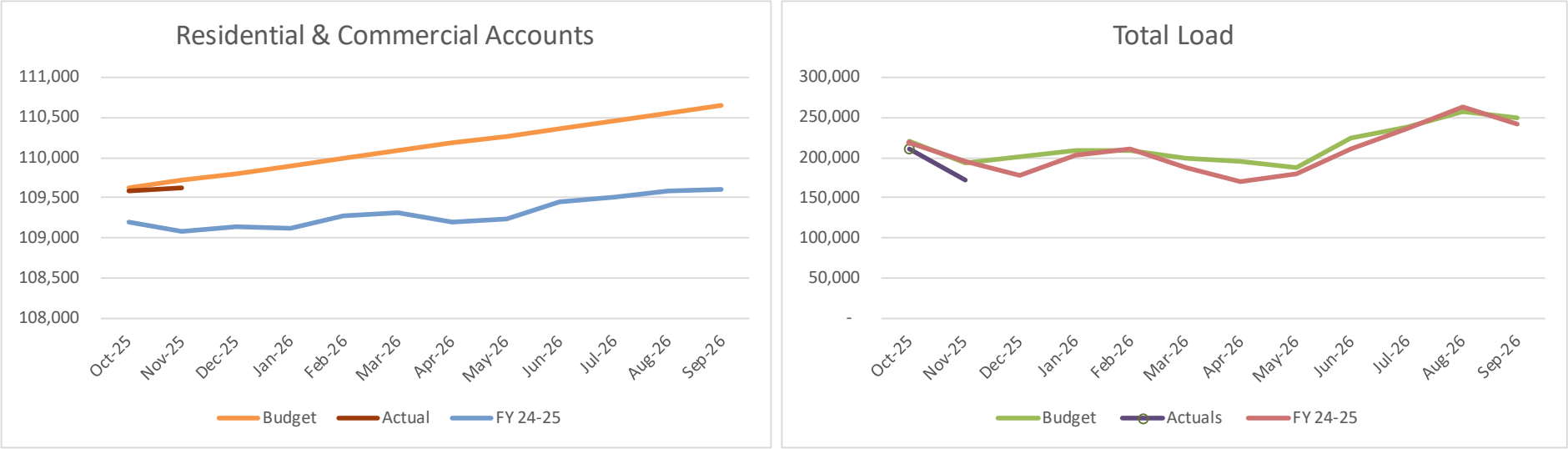
*Effectively measure and maintain financial risk exposure and performance of LP&L for the ongoing health of the utility and protection of ratepayer assets.*

Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
October	0.860	0.784		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
October	2.00	3.66		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. A higher number is better.
Days Cash	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
October	140	203		Number of days operating expenses can be covered by current cash on hand. A higher number is better.

# LP&L's T&D Performance: Capital Work – October

Project Type	Appropriation To Date	FY 2024-25 EXPENDITURES & COMMITMENTS				
		Budget	Expenditures & Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
Substation Projects	31,897,000	33,950,000	426,459	33,523,541	98.74	1.26
Transmission Projects	31,897,000	31,897,000	181,083	31,715,917	99.43	0.57
Distribution Projects	11,468,273	4,406,000	3,324	4,402,676	59.15	40.85
Annual Projects	75,838,916	11,940,000	727,948	11,825,551	66.82	33.18
Dispatch/GIS/SCADA	10,517,000	5,000,000	-	5,000,000	78.82	21.18
Other	2,251,000	2,141,000	298,627	1,900,796	99.30	0.70
<b>Grand Total</b>	<b>\$ 163,869,189</b>	<b>\$ 89,334,000</b>	<b>\$ 1,637,440</b>	<b>\$ 88,368,481</b>	<b>98.92</b>	<b>1.08</b>

# LP&L's Customers and Load Summary - November

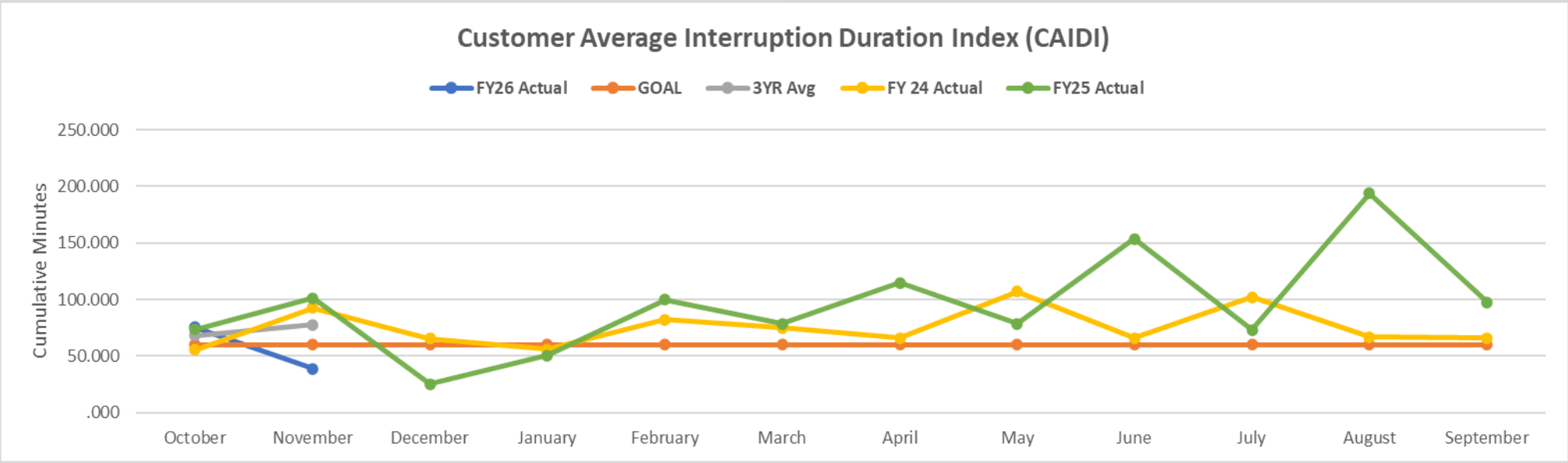
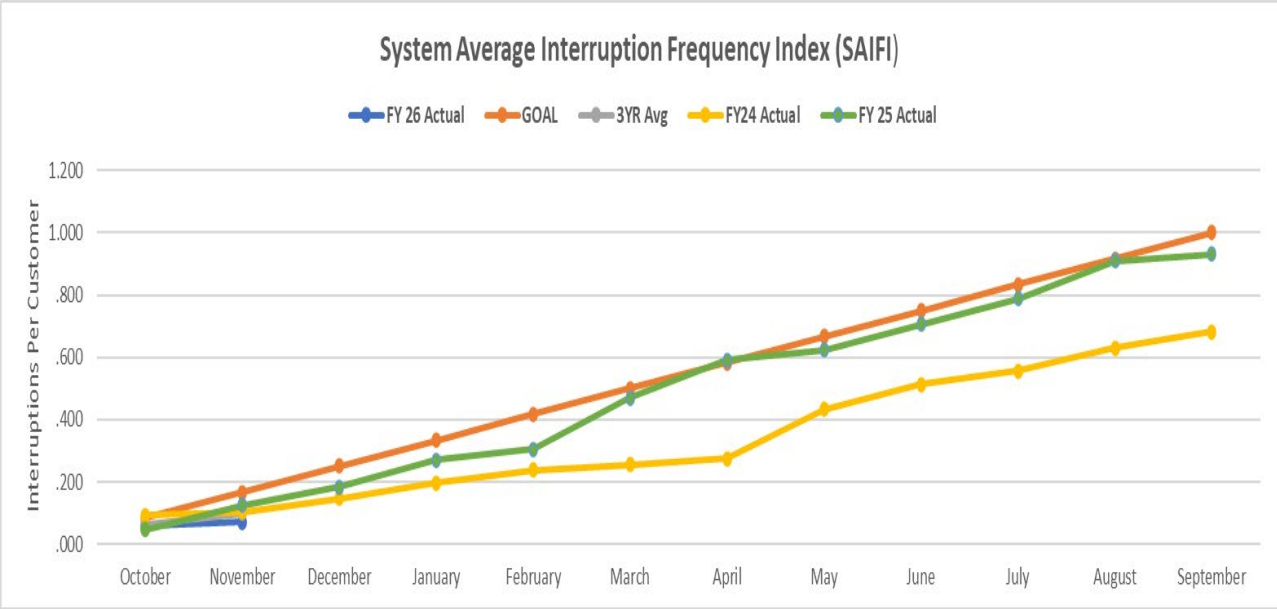
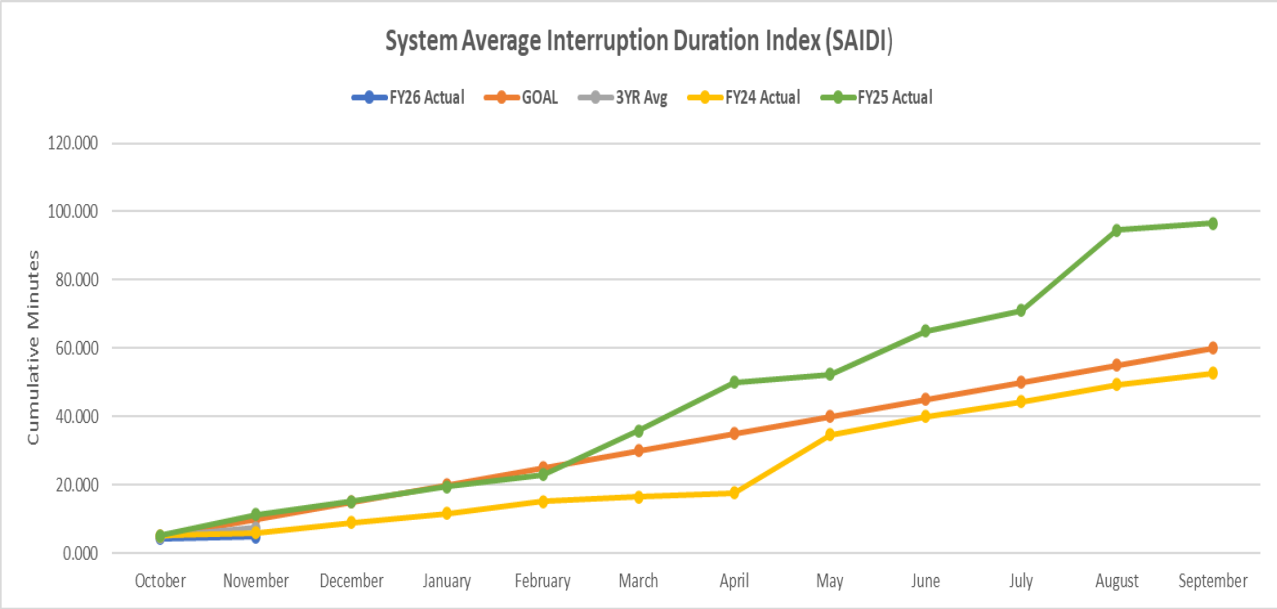


☀️ **NOTE: November average temperature: 7.2F higher than normal.**

Source: National Weather Service

November					Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
☀️ Residential	58,866	81,130	(22,264)	-27.4%	137,694	172,377	(34,683)	-20.1%
Commercial & Industrial	113,880	111,431	2,448	2.2%	245,605	240,740	4,865	2.0%
Total	172,746	192,561	(19,815)	-10.3%	383,299	413,117	(29,818)	-7.2%
Average Usage (kwh)								
Residential	620	855	(234)	-27.4%	1,452	1,816	(364)	-20.1%
Commercial & Industrial	7,714	7,540	174	2.3%	16,645	16,289	356	2.2%
Total	8,334	8,394	(60)	-0.7%	18,097	18,105	(8)	0.0%

# LP&L's T&D Performance: Reliability - November



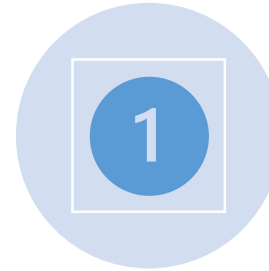
# LP&L's Customer Service Performance: Market Operations - November



REPORT DAY:  
2025-11-30



INSTALLED  
METERS: 111,607



ONE DAY READ  
RATE: 99.29



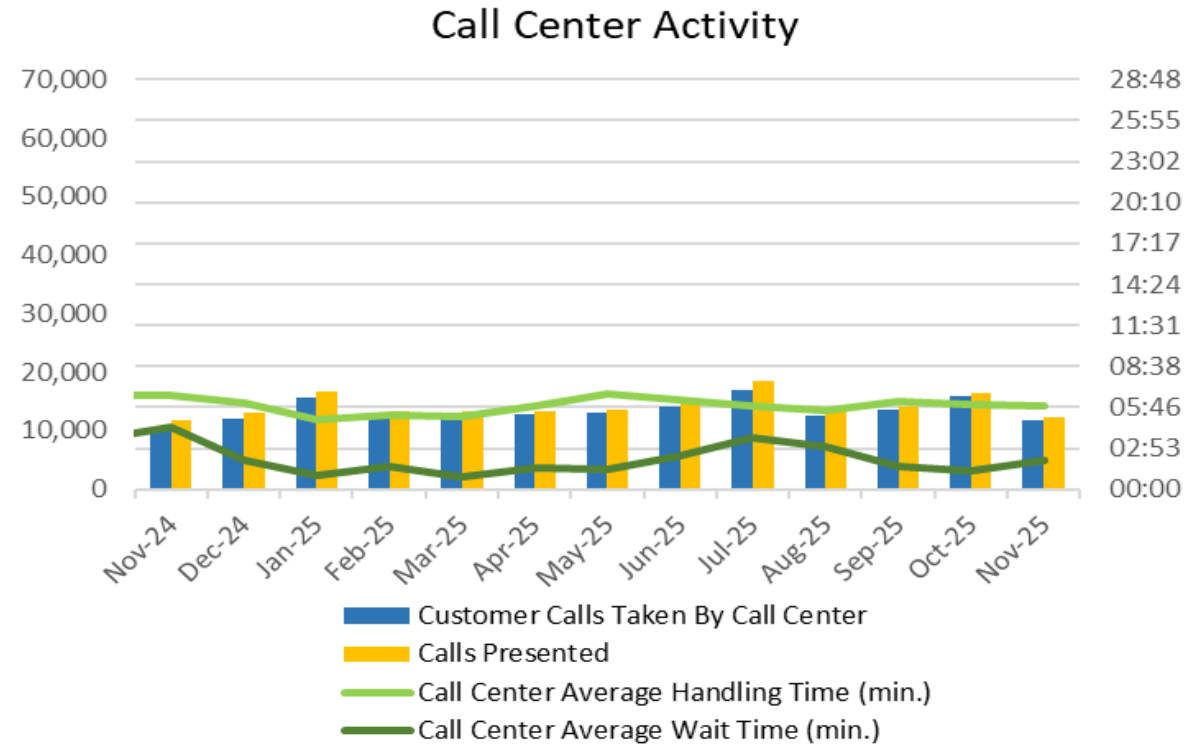
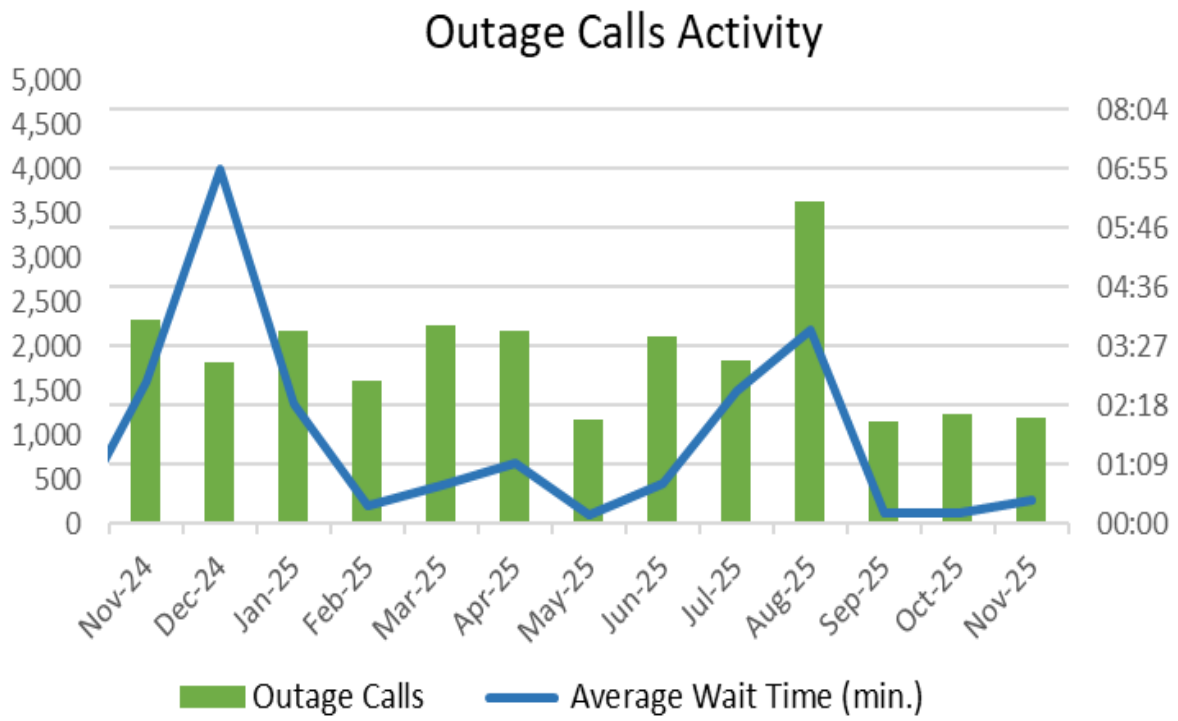
THREE DAY READ  
RATE: 99.86

## Culture of Zero

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



# LP&L's Customer Service Performance: Call Activity - November



# PUBLIC AFFAIRS UPDATE

## State Legislature

- With the conclusion of the 89th Regular and Special Legislative Session, we are watching for the final Public Utility Commissioner to be appointed by the Governor.

## Regulatory

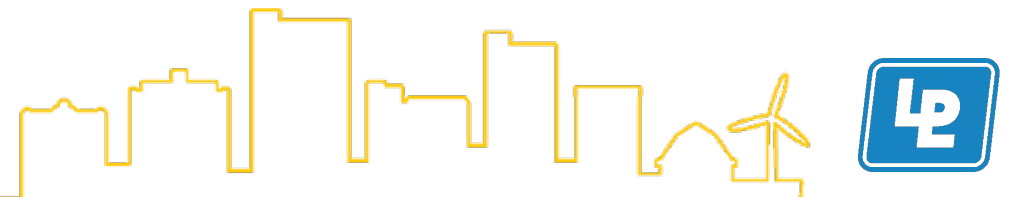
- Closely watching relevant TCOS filings, rulings, and court decisions. Beginning planning for the American Public Power Association (APPA) Legislative Roundup in February

## Communication Updates

- New holiday safety tips shared on social media
- New KFYO ad campaign featuring holiday safety tips (radio and digital display)
- Continued to create employee spotlights (Feel Good Fridays and International Lineman's Rodeo)

## Opportunities

- Strategic planning for 2026 outreach
- Exploring Plenty Power activity booklets to engage students/children
- Future communications on rates, debt reduction, and infrastructure updates.
- Additional Plugged In stories (business spotlights)



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

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21115265	Anixter Inc	11/6/2025	\$22,209.00	1/0 600V Wire 500FT, Pole Stabilizer, 1 1/2" COMM STPL 50#	Warehouse
21115266	Techline Inc	11/6/2025	\$21,306.00	1/0 ACSR Bare Wire, 28KV Polymer Dead End, 18" Clvrlf Standoff Bracket 15	Warehouse
21115312	Anixter Inc	11/19/2025	\$356,892.20	65' CL-1 Ductile Iron Pole, 65' H-5 Ductile Iron Pole, 60AMP 120 V two Pole, 10' Air switch, 45' class 1 ductile Iron Pole, 55' Class 1 ductile Iron Pole, 50' Class H5 ductile iron pole, 55' class H5 ductile iron pole, 60' class H5 ductile iron pole, 60' CL-I ductile iron Pole	Warehouse
21404395	Anixter Inc	11/19/2025	\$27,840.00	Itron AMI 9s Meter, Itron AMU 45S Meter	CIP
Extended Cost to Receive			\$428,247.20		

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**ASSETS**

Current assets:

Pooled cash and cash equivalents	99,572,092	103,869,823	(4,297,731)
Receivables, net	23,234,176	27,949,705	(4,715,530)
Interest receivable	-	703,562	(703,562)
Prepaid expenses	25,000	25,000	-
Inventories	4,264,422	3,478,707	785,715
Total current assets	127,095,690	136,026,797	(8,931,107)

Noncurrent assets:

Restricted investments	45,550,712	45,253,859	296,853
	45,550,712	45,253,859	296,853

Capital assets:

Construction in progress	6,393,114	4,151,515	2,241,598
Right of Use Asset-Leases	538,924	538,924	-
Right of Use Asset-SBITA	2,085,137	2,085,137	-
Production Plant	51,897,767	51,897,767	-
Transmission Plant	344,099,975	344,119,415	(19,440)
Distribution Plant	473,877,420	473,857,981	19,439
Regional Trans Market Oper Plant	2,767,780	2,767,780	-
General Plant	82,177,308	82,177,308	-
Less accumulated depreciation	(329,529,664)	(327,546,548)	(1,983,116)
Total capital assets	634,307,760	634,049,278	258,482
Total noncurrent assets	679,858,471	679,303,137	555,334

Total Assets

\$	806,954,161	\$	815,329,934	\$	(8,375,773)
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**DEFERRED OUTFLOWS OF RESOURCES**

Deferred outflows from pensions	8,520,647	8,520,647	-
Deferred outflows from OPEB	1,916,331	1,916,331	-
Total Deferred Outflows of Resources	\$ 10,436,978	\$ 10,436,978	\$ -

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	October 2025	September 2025	Variance
<b><u>LIABILITIES</u></b>			
Current liabilities:			
Accounts payable	\$ 7,557,213	\$ 6,761,527	795,686
Accrued liabilities	2,547,424	3,544,630	(997,206)
Accrued interest payable	888,780	9,021,412	(8,132,632)
Unapplied cash	1,155,780	1,316,360	(160,580)
Compensated absences	2,462,220	2,462,220	-
Bonds payable	20,135,000	20,135,000	-
Total current liabilities	34,746,418	43,241,149	(8,494,731)
Noncurrent liabilities:			
Compensated absences	2,951,917	2,951,917	-
Post employment benefits	17,138,397	17,138,397	-
Net pension obligation	17,063,369	17,063,369	-
Leases Payable	403,899	403,899	-
Bonds payable	482,332,988	482,332,988	-
Total noncurrent liabilities	519,890,571	519,890,571	-
 Total Liabilities	 \$ 554,636,988	 \$ 563,131,720	 \$ (8,494,732)
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>			
Deferred charge on refunding	511	511	-
TMRS actual vs assumption	4,225,632	4,225,632	-
OPEB actual vs assumption	6,385,232	6,385,232	-
Total Deferred Inflows of Resources	\$ 10,611,375	\$ 10,611,375	\$ -
<b><u>NET POSITION</u></b>			
Net investment in capital assets	\$ 149,029,952	\$ 148,567,199	\$ 462,753
Restricted for:			
Debt Service	27,956,632	27,722,446	234,186
Unrestricted	75,156,191	75,734,172	(577,981)
 Total Net Position	 \$ 252,142,775	 \$ 252,023,817	 \$ 118,958

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**OPERATING REVENUES**

	October 2025	October 2024	October 2025 FYTD	October 2024 FYTD
Distribution Revenue	\$ 10,046,937	\$ 10,952,169	\$ 10,046,937	\$ 10,952,169
TCOS Revenue	3,804,629	3,987,223	3,804,629	3,987,223
ERCOT Hold Harmless	(1,820,444)	(1,822,883)	(1,820,444)	(1,822,883)
Provision for bad debts	8,701	91,509	8,701	91,509
Total Operating Revenues	12,039,823	13,208,019	12,039,823	13,208,019

**OPERATING EXPENSES**

Personal services	2,853,722	1,985,999	2,853,722	1,985,999
Supplies	140,722	109,965	140,722	109,965
Maintenance	325,520	444,882	325,520	444,882
Transmission Costs	3,655,976	3,333,016	3,655,976	3,333,016
Other services and charges	476,100	1,363,300	476,100	1,363,300
Depreciation and amortization	1,983,116	2,147,808	1,983,116	2,147,808
Total Operating Expenses	9,435,155	9,384,970	9,435,155	9,384,970

Operating income	2,604,668	3,823,049	2,604,668	3,823,049
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**NON-OPERATING REVENUES (EXPENSES)**

Interest income	513,499	655,405	513,499	655,405
Disposition of assets	-	12,546	-	12,546
Miscellaneous	(1,433,819)	(3,701,113)	(1,433,819)	(3,701,113)
Interest expense on bonds	(1,656,259)	(1,767,928)	(1,656,259)	(1,767,928)
Total Non-Operating Revenues (Expenses)	(2,576,579)	(4,801,090)	(2,576,579)	(4,801,090)

Income(Expenses) before contributions and transfers	28,089	(978,041)	28,089	(978,041)
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Transfers (In)	90,869	90,411	90,869	90,411
Transfers (Out)	-	(263,278)	-	(263,278)
Transfers, net	90,869	(172,867)	90,869	(172,867)

Change in Net Position	\$ 118,958	\$ (1,150,909)	\$ 118,958	\$ (1,150,909)
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Net Position - beginning			\$ 252,023,817	\$ 235,592,974
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Net position, ending			<u>\$ 252,142,775</u>	<u>\$ 234,442,065</u>
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**Lubbock Power and Light**  
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	October 2025	October 2025 FYTD
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Receipts from customers	\$ 16,755,353	\$ 16,755,353
Payments to suppliers	(5,746,133)	(5,746,133)
Payments to employees	(2,853,722)	(2,853,722)
Other receipts (payments)	(1,433,819)	(1,433,819)
Net cash provided (used) by operating activities	<u>6,721,680</u>	<u>6,721,680</u>
<b><u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Transfers in from other funds	90,869	90,869
Transfers out to other funds	-	-
Net cash provided (used) by noncapital and related financing activities	<u>90,869</u>	<u>90,869</u>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>		
Purchases of capital assets	(2,241,598)	(2,241,598)
Sale of capital assets	-	-
Principal paid on bonds	-	-
Issuance of bonds	-	-
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(9,788,891)	(9,788,891)
Net cash provided (used) for capital and related financing activities	<u>(12,030,489)</u>	<u>(12,030,489)</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Sale (Purchase) of investments	(296,853)	(296,853)
Interest earnings on cash and investments	1,217,061	1,217,061
Net cash provided (used) by investing activities	<u>920,208</u>	<u>920,208</u>
Net increase (decrease) in cash and cash equivalents	(4,297,732)	(4,297,732)
Cash and cash equivalents - beginning of period	103,869,823	103,869,823
Cash and cash equivalents - end of period	<u><u>99,572,092</u></u>	<u><u>99,572,092</u></u>
<b><u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u></b>		
Operating income (loss)	2,604,668	2,604,668
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,983,116	1,983,116
Other income (expense)	(1,433,819)	(1,433,819)
Change in current assets and liabilities:		
Accounts receivable	4,715,530	4,715,530
Inventory	(785,715)	(785,715)
Accounts payable	795,686	795,686
Accrued liabilities	(997,206)	(997,206)
Customer deposits	(160,580)	(160,580)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>6,721,680</u>	<u>6,721,680</u>

	FYTD Oct 2025	Annual Budget	Variance	% of Budget Realized
<b>FUNDING SOURCES</b>				
Interest earnings	\$ 513,499	\$ 1,635,150	\$ (1,121,651)	31.40%
Rentals and recoveries	-	192,316	(192,316)	0.00%
Sale of equipment/recycle scrap	-	172,318	(172,318)	0.00%
Metered Revenues				
Uncollectable Metered Revenues	8,701	-	8,701	0.00%
Distribution System Revenue	8,701,648	129,543,205	(120,841,557)	6.72%
Franchise Fee Equivalent	1,083,207	15,308,759	(14,225,552)	7.08%
Transmission Cost of Service (TCOS)	3,804,629	44,436,858	(40,632,229)	8.56%
ERCOT Hold Harmless Payment	(1,820,444)	(22,000,000)	20,179,556	8.27%
Fees and charges	222,214	1,800,000	(1,577,786)	12.35%
Outside work orders	39,868	701,470	(661,602)	5.68%
Miscellaneous	8,574	-	8,574	0.00%
Transfer from Other Funds	90,869	1,090,428	(999,559)	8.33%
<b>TOTAL FUNDING SOURCES</b>	<b>\$ 12,652,765</b>	<b>\$ 172,880,505</b>	<b>\$ (160,227,740)</b>	<b>7.32%</b>
<b>COST CENTER EXPENSES</b>				
<b>Administration</b>				
7111 - Administration	\$ 298,951	\$ 3,945,740	\$ (3,646,789)	7.58%
7112 - Regulatory Compliance	54,222	1,053,362	(999,140)	5.15%
7113 - Legal	82,836	1,367,656	(1,284,821)	6.06%
7211 - Conservation & Education	41,378	727,744	(686,366)	5.69%
<b>Purchased Power</b>				
7315 - Purchased Power	3,655,976	41,619,219	(37,963,243)	8.78%
<b>Production</b>				
7311 - Operations	132,495	1,818,469	(1,685,974)	7.29%
<b>Distribution</b>				
7411 - Supervision & Engineering	148,327	1,385,360	(1,237,033)	10.71%
7412 - Underground Lines	308,847	3,889,633	(3,580,786)	7.94%
7413 - Overhead Lines	530,383	5,417,294	(4,886,911)	9.79%
7414 - Load Dispatching	184,248	2,266,118	(2,081,870)	8.13%
7415 - Customer Service	441,416	5,006,058	(4,564,642)	8.82%
7416 - GIS	84,139	1,048,360	(964,221)	8.03%
7417 - Substations	243,243	2,294,392	(2,051,149)	10.60%
7418 - Engineering & Construction Mgmt	-	-	-	0.00%
7419 - Meter Shop	109,186	1,041,467	(932,281)	10.48%
7421 - Street Lights	177,600	2,425,589	(2,247,989)	7.32%
<b>Transmission</b>				
7611 - Supervision & Engineering	95,205	1,463,884	(1,368,679)	6.50%
7613 - Overhead Lines	128,075	1,554,088	(1,426,013)	8.24%
7614 - Load Dispatching	141,994	2,148,314	(2,006,320)	6.61%
7617 - Substations	125,323	1,244,187	(1,118,864)	10.07%
<b>Customer Service</b>				
7511 - Performance Improvement	47,149	598,105	(550,956)	7.88%
7512 - Customer Information Systems	369,031	7,013,083	(6,644,052)	5.26%
7513 - Market Operations Group	99,387	1,717,845	(1,618,458)	5.79%
7514 - Customer Service	271,280	3,483,661	(3,212,381)	7.79%
7515 - Collections	255,403	3,074,161	(2,818,758)	8.31%
Reimbursement - City utilities & credit cards	(611,028)	(7,332,336)	6,721,308	8.33%
<b>TOTAL COST CENTER EXPENSES</b>	<b>\$ 7,415,064</b>	<b>\$ 90,271,453</b>	<b>\$ (82,856,389)</b>	<b>8.21%</b>
<b>FUND LEVEL EXPENSES</b>				
Debt service	\$ 9,788,891	\$ 40,036,381	\$ (30,247,490)	24.45%
Transfers:				
Indirect cost allocation	-	1,995,493	(1,995,493)	0.00%
Payment in lieu of property tax	312,182	3,841,551	(3,529,369)	8.13%
Payment in lieu of franchise fee	1,083,207	15,308,759	(14,225,552)	7.08%
Cash funded electric capital	-	26,542,167	(26,542,167)	0.00%
Transfer to Debt Service for General Fund	-	1,140,403	(1,140,403)	0.00%
Miscellaneous Expense	47,000	65,000	(18,000)	72.31%
<b>TOTAL FUND LEVEL EXPENSES</b>	<b>\$ 11,231,279</b>	<b>\$ 88,929,754</b>	<b>\$ (77,698,475)</b>	<b>12.63%</b>
<b>TOTAL BUDGET</b>				
	<b>\$ 18,646,344</b>	<b>\$ 179,201,207</b>	<b>\$ (160,554,863)</b>	<b>10.41%</b>
Budget surplus/(deficit)	<b>\$ (5,993,579)</b>	<b>\$ (6,320,702)</b>	<b>\$ 327,123</b>	



**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of October 31, 2025**

Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b><u>ADMINISTRATION</u></b>						
<b>ADMINISTRATION</b>						
COMPENSATION	\$ 187,688	\$ 187,688	\$ 2,155,567	\$ 1,967,879	8.71	91.29
BENEFITS	70,888	70,888	845,767	774,879	8.38	91.62
SUPPLIES	2,072	2,072	40,950	38,878	5.06	94.94
MAINTENANCE	2,408	2,408	38,666	36,258	6.23	93.77
PROF. SERVICES/TRAINING	17,653	17,653	661,000	643,347	2.67	97.33
OTHER CHARGES	1,804	1,804	17,500	15,696	10.31	89.69
SCHEDULED CHARGES	16,438	16,438	186,290	169,852	8.82	91.18
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 298,951</b>	<b>\$ 298,951</b>	<b>\$ 3,945,740</b>	<b>\$ 3,646,789</b>	<b>7.58</b>	<b>92.42</b>
<b>REGULATORY COMPLIANCE</b>						
COMPENSATION	\$ 29,225	\$ 29,225	\$ 410,546	\$ 381,321	7.12	92.88
BENEFITS	12,008	12,008	132,939	120,931	9.03	90.97
SUPPLIES	811	811	7,700	6,889	10.53	89.47
MAINTENANCE	145	145	4,414	4,269	3.28	96.72
PROF. SERVICES/TRAINING	6,131	6,131	429,218	423,087	1.43	98.57
OTHER CHARGES	19	19	200	181	9.34	90.67
SCHEDULED CHARGES	5,884	5,884	68,345	62,461	8.61	91.39
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 54,222</b>	<b>\$ 54,222</b>	<b>\$ 1,053,362</b>	<b>\$ 999,140</b>	<b>5.15</b>	<b>94.85</b>
<b>LEGAL</b>						
COMPENSATION	\$ 45,311	\$ 45,311	\$ 427,109	\$ 381,798	10.61	89.39
BENEFITS	14,345	14,345	152,422	138,077	9.41	90.59
SUPPLIES	-	-	680	680	-	100.00
MAINTENANCE	-	-	-	-	-	-
PROF. SERVICES/TRAINING	19,914	19,914	747,173	727,259	2.67	97.33
OTHER CHARGES	30	30	3,500	3,470	0.86	99.14
SCHEDULED CHARGES	3,236	3,236	36,772	33,536	8.80	91.20
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 82,836</b>	<b>\$ 82,836</b>	<b>\$ 1,367,656</b>	<b>\$ 1,284,821</b>	<b>6.06</b>	<b>93.94</b>
<b>CONSERVATION &amp; EDUCATION</b>						
COMPENSATION	\$ 19,288	\$ 19,288	\$ 211,438	\$ 192,150	9.12	90.88
BENEFITS	6,750	6,750	90,086	83,336	7.49	92.51
SUPPLIES	581	581	1,950	1,369	29.79	70.21
MAINTENANCE	-	-	1,500	1,500	-	100.00
PROF. SERVICES/TRAINING	14,251	14,251	416,300	402,049	3.42	96.58
OTHER CHARGES	154	154	2,500	2,346	6.15	93.85
SCHEDULED CHARGES	355	355	3,970	3,615	8.95	91.05
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 41,378</b>	<b>\$ 41,378</b>	<b>\$ 727,744</b>	<b>\$ 686,366</b>	<b>5.69</b>	<b>94.31</b>

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of October 31, 2025**

Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b><u>PRODUCTION</u></b>						
<b>OPERATIONS</b>						
COMPENSATION	\$ 34,169	\$ 34,169	\$ 503,336	\$ 469,167	6.79	93.21
BENEFITS	13,820	13,820	161,540	147,720	8.56	91.44
SUPPLIES	1,107	1,107	29,350	28,243	3.77	96.23
MAINTENANCE	2,905	2,905	36,778	33,873	7.90	92.10
PROF. SERVICES/TRAINING	755	755	13,700	12,945	5.51	94.49
OTHER CHARGES	59	59	-	(59)	-	-
SCHEDULED CHARGES	79,680	79,680	1,073,765	994,085	7.42	92.58
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 132,495</b>	<b>\$ 132,495</b>	<b>\$ 1,818,469</b>	<b>\$ 1,685,974</b>	<b>7.29</b>	<b>92.71</b>
<b>PURCHASED POWER</b>						
COMPENSATION	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-
SUPPLIES	3,655,976	3,655,976	41,619,219	37,963,243	8.78	91.22
MAINTENANCE	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 3,655,976</b>	<b>\$ 3,655,976</b>	<b>\$ 41,619,219</b>	<b>\$ 37,963,243</b>	<b>8.78</b>	<b>91.22</b>
<b><u>DISTRIBUTION</u></b>						
<b>DISTRIBUTION SUPERVISION &amp; ENGINEERING</b>						
COMPENSATION	\$ 69,743	\$ 69,743	\$ 608,788	\$ 539,045	11.46	88.54
BENEFITS	27,434	27,434	263,447	236,013	10.41	89.59
SUPPLIES	2,732	2,732	26,289	23,557	10.39	89.61
MAINTENANCE	493	493	14,656	14,163	3.36	96.64
PROF. SERVICES/TRAINING	17,872	17,872	122,158	104,286	14.63	85.37
OTHER CHARGES	498	498	4,295	3,797	11.60	88.40
SCHEDULED CHARGES	29,555	29,555	345,727	316,172	8.55	91.45
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 148,327</b>	<b>\$ 148,327</b>	<b>\$ 1,385,360</b>	<b>\$ 1,237,033</b>	<b>10.71</b>	<b>89.29</b>
<b>DISTRIBUTION UNDERGROUND LINES</b>						
COMPENSATION	\$ 119,160	\$ 119,160	\$ 1,607,677	\$ 1,488,517	7.41	92.59
BENEFITS	51,034	51,034	618,378	567,344	8.25	91.75
SUPPLIES	30,120	30,120	322,500	292,380	9.34	90.66
MAINTENANCE	84,211	84,211	925,793	841,582	9.10	90.90
PROF. SERVICES/TRAINING	6,911	6,911	91,620	84,709	7.54	92.46
OTHER CHARGES	382	382	3,500	3,118	10.91	89.09
SCHEDULED CHARGES	17,028	17,028	320,165	303,137	5.32	94.68
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 308,847</b>	<b>\$ 308,847</b>	<b>\$ 3,889,633</b>	<b>\$ 3,580,786</b>	<b>7.94</b>	<b>92.06</b>

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of October 31, 2025**

Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>DISTRIBUTION OVERHEAD LINES</b>						
COMPENSATION	\$ 238,417	\$ 238,417	\$ 2,415,035	\$ 2,176,618	9.87	90.13
BENEFITS	94,293	94,293	969,157	874,864	9.73	90.27
SUPPLIES	43,643	43,643	360,870	317,227	12.09	87.91
MAINTENANCE	107,559	107,559	1,151,883	1,044,324	9.34	90.66
PROF. SERVICES/TRAINING	22,859	22,859	249,916	227,057	9.15	90.85
OTHER CHARGES	831	831	3,000	2,169	27.71	72.29
SCHEDULED CHARGES	22,780	22,780	267,433	244,653	8.52	91.48
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 530,383</b>	<b>\$ 530,383</b>	<b>\$ 5,417,294</b>	<b>\$ 4,886,911</b>	<b>9.79</b>	<b>90.21</b>
<b>DISTRIBUTION LOAD DISPATCHING</b>						
COMPENSATION	\$ 107,590	\$ 107,590	\$ 1,152,957	\$ 1,045,367	9.33	90.67
BENEFITS	39,703	39,703	452,865	413,162	8.77	91.23
SUPPLIES	2,080	2,080	15,400	13,320	13.51	86.49
MAINTENANCE	4,565	4,565	62,322	57,757	7.33	92.67
PROF. SERVICES/TRAINING	20,253	20,253	465,000	444,747	4.36	95.64
OTHER CHARGES	458	458	11,450	10,992	4.00	96.00
SCHEDULED CHARGES	9,598	9,598	106,124	96,526	9.04	90.96
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 184,248</b>	<b>\$ 184,248</b>	<b>\$ 2,266,118</b>	<b>\$ 2,081,870</b>	<b>8.13</b>	<b>91.87</b>
<b>DISTRIBUTION CUSTOMER SERVICE</b>						
COMPENSATION	\$ 175,366	\$ 175,366	\$ 1,891,809	\$ 1,716,443	9.27	90.73
BENEFITS	68,190	68,190	750,953	682,763	9.08	90.92
SUPPLIES	16,647	16,647	180,020	163,373	9.25	90.75
MAINTENANCE	51,496	51,496	285,881	234,385	18.01	81.99
PROF. SERVICES/TRAINING	1,329	1,329	33,500	32,171	3.97	96.03
OTHER CHARGES	98,144	98,144	1,405,100	1,306,956	6.98	93.02
SCHEDULED CHARGES	30,245	30,245	458,795	428,550	6.59	93.41
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 441,416</b>	<b>\$ 441,416</b>	<b>\$ 5,006,058</b>	<b>\$ 4,564,642</b>	<b>8.82</b>	<b>91.18</b>
<b>LP&amp;L GIS</b>						
COMPENSATION	\$ 52,662	\$ 52,662	\$ 532,043	\$ 479,381	9.90	90.10
BENEFITS	24,270	24,270	234,081	209,811	10.37	89.63
SUPPLIES	417	417	15,385	14,968	2.71	97.29
MAINTENANCE	267	267	6,500	6,233	4.11	95.89
PROF. SERVICES/TRAINING	2,418	2,418	213,685	211,267	1.13	98.87
OTHER CHARGES	318	318	3,800	3,482	8.36	91.64
SCHEDULED CHARGES	3,788	3,788	42,867	39,079	8.84	91.16
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 84,139</b>	<b>\$ 84,139</b>	<b>\$ 1,048,361</b>	<b>\$ 964,221</b>	<b>8.03</b>	<b>91.97</b>

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of October 31, 2025**

Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>DISTRIBUTION SUBSTATION</b>						
COMPENSATION	\$ 80,166	\$ 80,166	\$ 771,471	\$ 691,305	10.39	89.61
BENEFITS	29,956	29,956	310,263	280,307	9.66	90.34
SUPPLIES	5,845	5,845	109,155	103,310	5.35	94.65
MAINTENANCE	4,260	4,260	110,039	105,779	3.87	96.13
PROF. SERVICES/TRAINING	6,142	6,142	94,781	88,639	6.48	93.52
OTHER CHARGES	46,824	46,824	66,575	19,751	70.33	29.67
SCHEDULED CHARGES	70,050	70,050	832,108	762,058	8.42	91.58
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 243,243</b>	<b>\$ 243,243</b>	<b>\$ 2,294,392</b>	<b>\$ 2,051,149</b>	<b>10.60</b>	<b>89.40</b>
<b>DISTRIBUTION METER SHOP</b>						
COMPENSATION	\$ 60,345	\$ 60,345	\$ 568,211	\$ 507,866	10.62	89.38
BENEFITS	24,959	24,959	236,968	212,009	10.53	89.47
SUPPLIES	13,058	13,058	67,920	54,862	19.23	80.77
MAINTENANCE	517	517	28,312	27,795	1.83	98.17
PROF. SERVICES/TRAINING	2,814	2,814	50,490	47,676	5.57	94.43
OTHER CHARGES	318	318	3,900	3,582	8.16	91.84
SCHEDULED CHARGES	7,174	7,174	85,666	78,492	8.37	91.63
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 109,186</b>	<b>\$ 109,186</b>	<b>\$ 1,041,467</b>	<b>\$ 932,281</b>	<b>10.48</b>	<b>89.52</b>
<b>DISTRIBUTION STREET LIGHTS</b>						
COMPENSATION	\$ 69,690	\$ 69,690	\$ 855,566	\$ 785,876	8.15	91.85
BENEFITS	30,217	30,217	392,965	362,748	7.69	92.31
SUPPLIES	7,862	7,862	112,100	104,238	7.01	92.99
MAINTENANCE	57,539	57,539	903,404	845,865	6.37	93.63
PROF. SERVICES/TRAINING	415	415	25,377	24,962	1.63	98.37
OTHER CHARGES	476	476	1,500	1,024	31.76	68.24
SCHEDULED CHARGES	11,400	11,400	134,677	123,277	8.46	91.54
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 177,600</b>	<b>\$ 177,600</b>	<b>\$ 2,425,589</b>	<b>\$ 2,247,989</b>	<b>7.32</b>	<b>92.68</b>
<b><u>TRANSMISSION</u></b>						
<b>TRANSMISSION SUPERVISION &amp; ENGINEERING</b>						
COMPENSATION	\$ 56,650	\$ 56,650	\$ 562,176	\$ 505,526	10.08	89.92
BENEFITS	22,257	22,257	222,397	200,140	10.01	89.99
SUPPLIES	372	372	10,375	10,003	3.59	96.41
MAINTENANCE	23	23	3,500	3,477	0.66	99.34
PROF. SERVICES/TRAINING	2,116	2,116	501,639	499,523	0.42	99.58
OTHER CHARGES	470	470	5,750	5,280	8.17	91.83
SCHEDULED CHARGES	13,316	13,316	158,047	144,731	8.43	91.57
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 95,205</b>	<b>\$ 95,205</b>	<b>\$ 1,463,884</b>	<b>\$ 1,368,679</b>	<b>6.50</b>	<b>93.50</b>

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
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Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>TRANSMISSION OVERHEAD LINES</b>						
COMPENSATION	\$ 80,769	\$ 80,769	\$ 765,384	\$ 684,615	10.55	89.45
BENEFITS	28,441	28,441	307,120	278,679	9.26	90.74
SUPPLIES	8,075	8,075	100,650	92,575	8.02	91.98
MAINTENANCE	3,862	3,862	100,696	96,834	3.84	96.16
PROF. SERVICES/TRAINING	1,484	1,484	222,341	220,857	0.67	99.33
OTHER CHARGES	287	287	-	(287)	-	-
SCHEDULED CHARGES	5,155	5,155	57,897	52,742	8.90	91.10
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 128,075</b>	<b>\$ 128,075</b>	<b>\$ 1,554,088</b>	<b>\$ 1,426,013</b>	<b>8.24</b>	<b>91.76</b>
<b>TRANSMISSION LOAD DISPATCHING</b>						
COMPENSATION	\$ 78,357	\$ 78,357	\$ 1,095,336	\$ 1,016,979	7.15	92.85
BENEFITS	28,891	28,891	435,736	406,845	6.63	93.37
SUPPLIES	1,027	1,027	13,950	12,923	7.36	92.64
MAINTENANCE	2,778	2,778	7,742	4,964	35.89	64.11
PROF. SERVICES/TRAINING	27,924	27,924	565,000	537,076	4.94	95.06
OTHER CHARGES	426	426	10,650	10,224	4.00	96.00
SCHEDULED CHARGES	2,590	2,590	19,900	17,310	13.02	86.98
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 141,994</b>	<b>\$ 141,994</b>	<b>\$ 2,148,314</b>	<b>\$ 2,006,320</b>	<b>6.61</b>	<b>93.39</b>
<b>TRANSMISSION SUBSTATION</b>						
COMPENSATION	\$ 54,876	\$ 54,876	\$ 726,624	\$ 671,748	7.55	92.45
BENEFITS	21,218	21,218	294,388	273,170	7.21	92.79
SUPPLIES	300	300	36,150	35,850	0.83	99.17
MAINTENANCE	65	65	55,000	54,935	0.12	99.88
PROF. SERVICES/TRAINING	2,217	2,217	66,050	63,833	3.36	96.64
OTHER CHARGES	46,647	46,647	65,975	19,328	70.70	29.30
SCHEDULED CHARGES	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 125,323</b>	<b>\$ 125,323</b>	<b>\$ 1,244,187</b>	<b>\$ 1,118,864</b>	<b>10.07</b>	<b>89.93</b>
<b><u>CUSTOMER SERVICE</u></b>						
<b>PERFORMANCE IMPROVEMENT</b>						
COMPENSATION	\$ 30,416	\$ 30,416	\$ 384,356	\$ 353,940	7.91	92.09
BENEFITS	12,013	12,013	169,601	157,588	7.08	92.92
SUPPLIES	-	-	5,500	5,500	-	100.00
MAINTENANCE	-	-	-	-	-	-
PROF. SERVICES/TRAINING	2,749	2,749	15,000	12,251	18.33	81.67
OTHER CHARGES	-	-	-	-	-	-
SCHEDULED CHARGES	1,971	1,971	23,648	21,677	8.33	91.67
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 47,149</b>	<b>\$ 47,149</b>	<b>\$ 598,105</b>	<b>\$ 550,956</b>	<b>8</b>	<b>92.12</b>

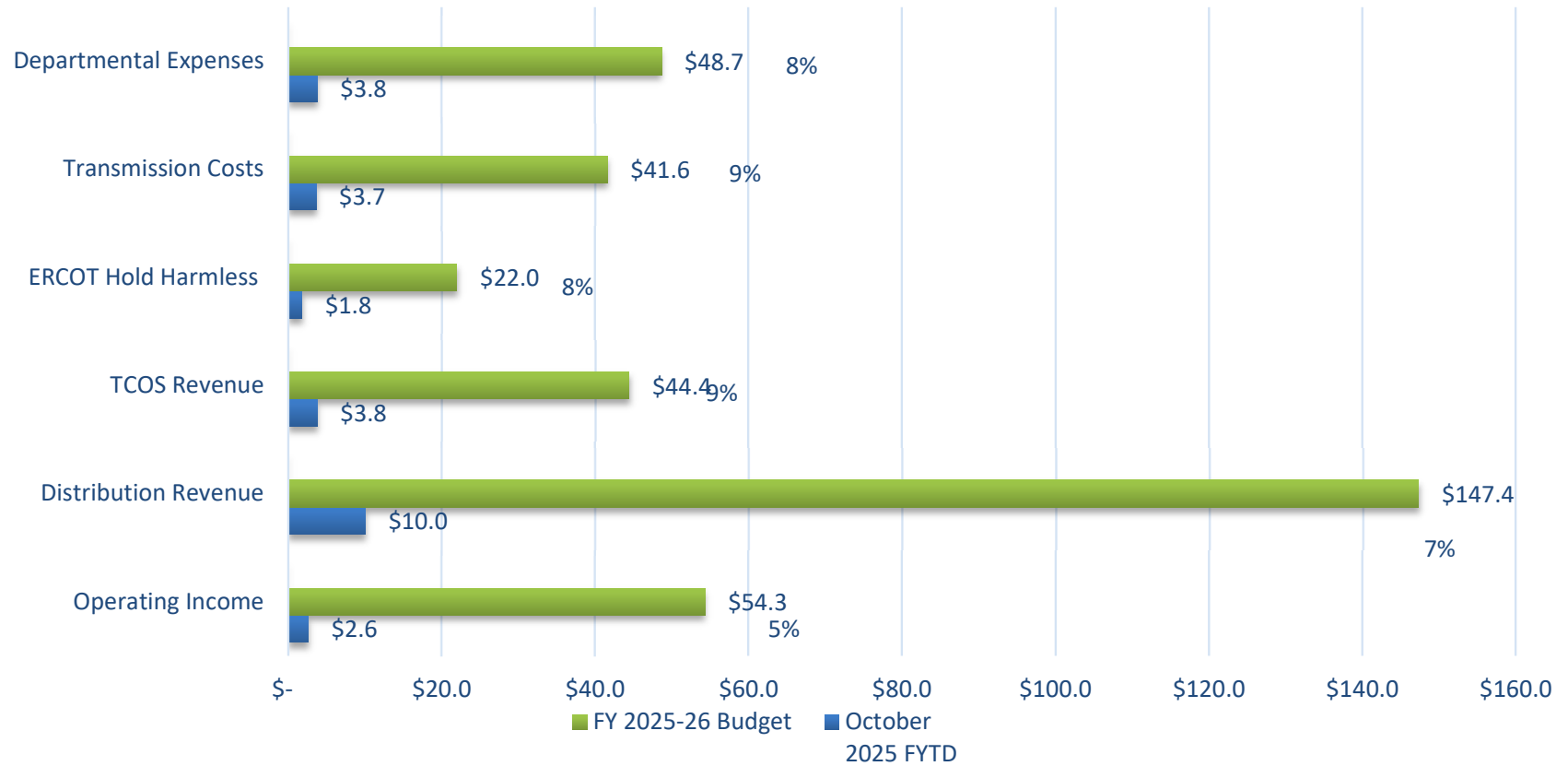
**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of October 31, 2025**

Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>CUSTOMER INFORMATION SYSTEMS</b>						
COMPENSATION	\$ 72,169	\$ 72,169	\$ 978,220	\$ 906,051	7.38	92.62
BENEFITS	33,520	33,520	462,644	429,124	7.25	92.75
SUPPLIES	894	894	6,150	5,256	14.53	85.47
MAINTENANCE	1,282	1,282	12,422	11,140	10.32	89.68
PROF. SERVICES/TRAINING	169,019	169,019	4,578,205	4,409,186	3.69	96.31
OTHER CHARGES	1,074	1,074	-	(1,074)	-	-
SCHEDULED CHARGES	91,074	91,074	975,442	884,368	9.34	90.66
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 369,031</b>	<b>\$ 369,031</b>	<b>\$ 7,013,083</b>	<b>\$ 6,644,052</b>	<b>5.26</b>	<b>94.74</b>
<b>MARKET OPERATIONS GROUP</b>						
COMPENSATION	\$ 58,590	\$ 58,590	\$ 693,796	\$ 635,206	8.44	91.56
BENEFITS	29,052	29,052	327,221	298,169	9	91.12
SUPPLIES	206	206	3,450	3,244	6	94.02
MAINTENANCE	224	224	-	(224)	-	-
PROF. SERVICES/TRAINING	8,589	8,589	662,210	653,621	1	98.70
OTHER CHARGES	-	-	1,000	1,000	-	100.00
SCHEDULED CHARGES	2,725	2,725	30,168	27,443	9	90.97
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 99,387</b>	<b>\$ 99,387</b>	<b>\$ 1,717,845</b>	<b>\$ 1,618,458</b>	<b>5.79</b>	<b>94.21</b>
<b>CUSTOMER SERVICE</b>						
COMPENSATION	126,245	\$ 126,245	\$ 1,778,170	\$ 1,651,925	7.10	92.90
BENEFITS	82,959	82,959	1,023,017	940,058	8.11	91.89
SUPPLIES	1,020	1,020	15,600	14,580	6.54	93.46
MAINTENANCE	818	818	2,600	1,782	31.47	68.53
PROF. SERVICES/TRAINING	6,875	6,875	38,050	31,175	18.07	81.93
OTHER CHARGES	1,166	1,166	-	(1,166)	-	-
SCHEDULED CHARGES	52,197	52,197	626,224	574,027	8.34	91.66
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 271,280</b>	<b>\$ 271,280</b>	<b>\$ 3,483,661</b>	<b>\$ 3,212,381</b>	<b>7.79</b>	<b>92.21</b>
<b>REVENUE MANAGEMENT</b>						
COMPENSATION	150,046	\$ 150,046	\$ 1,805,370	\$ 1,655,324	8.31	91.69
BENEFITS	82,237	82,237	1,010,852	928,615	8.14	91.86
SUPPLIES	1,623	1,623	14,200	12,577	11.43	88.57
MAINTENANCE	101	101	1,656	1,555	6.11	93.89
PROF. SERVICES/TRAINING	8,284	8,284	124,950	116,666	6.63	93.37
OTHER CHARGES	1,681	1,681	-	(1,681)	-	-
SCHEDULED CHARGES	11,430	11,430	117,133	105,703	9.76	90.24
CAPITAL OUTLAY	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 255,403</b>	<b>\$ 255,403</b>	<b>\$ 3,074,161</b>	<b>\$ 2,818,758</b>	<b>8.31</b>	<b>91.69</b>

**LP&L Funds**  
**Finance Department**  
**Budget Comparison**  
**As of October 31, 2025**

Description	October-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b><u>LP&amp;L FUND OPERATING EXPENSES</u></b>						
COMPENSATION	1,996,941	\$ 1,996,941	\$ 22,900,985	20,904,044	8.72	91.28
BENEFITS	848,456	848,456	9,864,807	9,016,351	8.60	91.40
SUPPLIES	3,796,468	3,796,468	43,115,513	39,319,045	8.81	91.19
MAINTENANCE	325,520	325,520	3,753,764	3,428,244	8.67	91.33
PROF. SERVICES/TRAINING	368,975	368,975	10,387,363	10,018,388	3.55	96.45
OTHER CHARGES	202,065	202,065	1,610,195	1,408,130	12.55	87.45
SCHEDULED CHARGES	487,668	487,668	5,971,163	5,483,495	8.17	91.83
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 8,026,093</b>	<b>\$ 8,026,093</b>	<b>\$ 97,603,790</b>	<b>\$ 89,577,697</b>	<b>8.22</b>	<b>91.78</b>

### Budget vs Actuals (in millions)





**Lubbock Power and Light  
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Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 794,753	\$ 3,038	\$ 1,553,072	66.06	33.94
8626 Distribution Planning	480,000	375,462	-	104,538	21.78	78.22
8688 Smart Meter Texas Integration	774,520	671,583	7,345	95,593	12.34	87.66
8707 Substation Arcflash Study	450,000	189,706	253,079	7,214	1.60	98.40
8711 Learning Management System	68,000	-	-	68,000	100.00	-
92331 Fiber optic Communications	2,965,000	1,306,112	-	1,658,888	55.95	44.05
92484 Substation Upgrades	5,335,000	4,105,594	-	1,229,406	23.04	76.96
92537 GIS Software Upgrades and Interfaces	5,752,000	1,632,366	284,400	3,835,234	66.68	33.32
92605 Operations System Upgrades	4,765,000	2,021,696	235,268	2,508,037	52.63	47.37
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,457,447	31,393	1,554,660	51.08	48.92
92684 FY 2020-24 Distribution Transformers	18,275,000	11,944,714	2,096,543	4,233,743	23.17	76.83
92685 FY 2020-24 Distribution System Upgrade	21,085,000	13,333,193	1,753,719	5,998,088	28.45	71.55
92686 FY 2020-24 Overhead Lines	12,690,500	10,730,159	-	1,960,341	15.45	84.55
92687 FY 2020-24 Street Lights	5,727,100	4,463,508	-	1,263,592	22.06	77.94
92688 FY 2020-24 Underground Distribution	20,744,916	16,794,365	-	3,950,551	19.04	80.96
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	22,104,257	615,248	1,161,632	4.86	95.14
92733 DNV-GL Cascade Upgrades	255,000	226,228	23,000	5,772	2.26	97.74
92788 4kV Distribution Conversion	7,973,273	3,350,720	-	4,622,553	57.98	42.02
92789 NERC Security for Substation	600,000	22	328,254	271,723	45.29	54.71
92790 Security Upgrade for Hill Building	290,000	71,154	25,402	193,445	66.71	33.29
92791 UCSC Expansion	138,000	78,621	-	59,379	43.03	56.97
92829 Work Order System	500,000	-	-	500,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	10,340,000	692,550	5,008,737	4,638,713	44.86	55.14
92836 Overhead/Underground Training Facility	995,000	479,842	194,424	320,734	32.23	67.77
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48	16.52
92891 FY 2024-25 Vehicles & Equipment	2,340,000	1,575,487	733,877	30,636	1.31	98.69
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00	-
92934 FY 2025-26 Vehicles and Equipment	1,743,000	-	240,204	1,502,796	86.22	13.78
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	6,562,000	-	-	6,562,000	100.00	-
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	8,550,000	-	-	8,550,000	100.00	-
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	465,000	-	-	465,000	100.00	-
92938 345kV-115kV Substation- Alcove	19,500,000	-	-	19,500,000	100.00	-
92939 West Loop - 115 kV Line Reconnector - Thompson – Vicksburg	1,320,000	-	-	1,320,000	100.00	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	15,000,000	-	-	15,000,000	100.00	-
92941 Texas Tech Feeders	2,500,000	-	-	2,500,000	100.00	-
92942 Substation Rebuild - Posey T2 Replacement	9,500,000	-	-	9,500,000	100.00	-
92951 Citizens Tower 5th Floor Renovation	150,000	-	-	150,000	100.00	-
	<b>\$ 222,133,808</b>	<b>\$ 98,411,925</b>	<b>\$ 11,833,929</b>	<b>\$ 111,887,954</b>	<b>50.37</b>	<b>49.63</b>

**Lubbock Power and Light  
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Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 794,753	\$ 3,038	\$ 1,553,072	66.06
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
8707 Substation Arcflash Study	-	-	-	-	-
8711 Learning Management System	-	-	-	-	-
92331 Fiberoptic Communications	2,600,000	1,306,112	-	1,293,888	49.76
92484 Substation Upgrades	5,335,000	4,105,594	-	1,229,406	23.04
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	1,200,000	1,200,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	157,916	157,916	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	1,654,273	-	-	-
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	5,570,000	692,550	4,877,450	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92891 FY 2024-25 Vehicles & Equipment	-	-	-	-	-
92916 115kV Substation- Iola	-	-	-	-	-
92934 FY 2025-26 Vehicles and Equipment	-	-	-	-	-
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	6,562,000	-	-	6,562,000	100.00
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	8,550,000	-	-	8,550,000	100.00
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	465,000	-	-	465,000	100.00
92938 345kV-115kV Substation- Alcove	19,500,000	-	-	19,500,000	100.00
92939 West Loop - 115 kV Line Reconductor - Thompson – Vicksburg	1,320,000	-	-	1,320,000	100.00
92940 West Loop - 115 kV Lines - Alcove Tie-In	15,000,000	-	-	15,000,000	100.00
92941 Texas Tech Feeders	-	-	-	-	-
92942 Substation Rebuild - Posey T2 Replacement	8,465,890	-	-	8,465,890	100.00
92951 Citizens Tower 5th Floor Renovation	-	-	-	-	-
	<b>\$ 96,762,078</b>	<b>\$ 27,942,335</b>	<b>\$ 4,880,488</b>	<b>\$ 63,939,256</b>	<b>66.08</b>

**Lubbock Power and Light  
Capital Program - Unaudited  
Management Report  
October 31, 2025**

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Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	480,000	375,462	-	104,538	21.78
8688 Smart Meter Texas Integration	774,520	671,583	7,345	95,593	12.34
8707 Substation Arcflash Study	450,000	189,706	253,079	7,214	1.60
8711 Learning Management System	68,000	-	-	68,000	100.00
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	-	-	-	-	-
92537 GIS Software Upgrades and Interfaces	4,537,000	417,366	284,400	3,835,234	84.53
92605 Operations System Upgrades	4,765,000	2,021,696	235,268	2,508,037	52.63
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,457,447	31,393	1,554,660	51.08
92684 FY 2020-24 Distribution Transformers	17,075,000	10,744,714	2,096,543	4,233,743	24.79
92685 FY 2020-24 Distribution System Upgrade	21,085,000	13,333,193	1,753,719	5,998,088	28.45
92686 FY 2020-24 Overhead Lines	12,690,500	10,730,159	-	1,960,341	15.45
92687 FY 2020-24 Street Lights	5,727,100	4,463,508	-	1,263,592	22.06
92688 FY 2020-24 Underground Distribution	20,587,000	16,636,449	-	3,950,551	19.19
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	5,288,120	615,248	1,161,632	16.44
92733 DNV-GL Cascade Upgrades	255,000	226,228	23,000	5,772	2.26
92788 4kV Distribution Conversion	6,319,000	1,696,447	-	4,622,553	73.15
92789 NERC Security for Substation	600,000	22	328,254	271,723	45.29
92790 Security Upgrade for Hill Building	290,000	71,154	25,402	193,445	66.71
92791 UCSC Expansion	138,000	78,621	-	59,379	43.03
92829 Work Order System	500,000	-	-	500,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	131,287	4,638,713	97.25
92836 Overhead/Underground Training Facility	995,000	479,842	194,424	320,734	32.23
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48
92891 FY 2024-25 Vehicles & Equipment	2,340,000	1,575,487	733,877	30,636	1.31
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00
92934 FY 2025-26 Vehicles and Equipment	1,743,000	-	240,204	1,502,796	86.22
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	-	-	-	-	-
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	-	-	-	-	-
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	-	-	-	-	-
92938 345kV-115kV Substation- Alcove	-	-	-	-	-
92939 West Loop - 115 kV Line Reconductor - Thompson – Vicksburg	-	-	-	-	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	-	-	-	-	-
92941 Texas Tech Feeders	2,500,000	-	-	2,500,000	100.00
92942 Substation Rebuild - Posey T2 Replacement	1,034,110	-	-	1,034,110	100.00
92951 Citizens Tower 5th Floor Renovation	150,000	-	-	150,000	100.00
	<b>\$ 125,371,730</b>	<b>\$ 70,469,591</b>	<b>\$ 6,953,441</b>	<b>\$ 47,948,698</b>	<b>38.25</b>



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** December 16, 2025

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**Summary:**

Consider and award Invitation to Bid (ITB) 7103-26-ELD - LP&L Fleet Vehicles

**Background/Discussion:**

This bid is for eight (8) trucks which includes two (2) electric (EV) ½ ton trucks which will be a replacement to LP&L's Fleet for our compliance, engineering, substation, service and underground departments as approved in the FY 2025-26 Capital Program budget.

**Fiscal Impact:**

A total of **\$1,743,000.00** is encumbered and **\$1,478,041.00** is available in account number **92934 (FY 2025-26 Vehicles & Equipment)** for this purpose.

**Recommendation:**

Staff recommends award of ITB 7103-26-ELD - LP&L Fleet Vehicles, as concerns line items **1, 2, option 7 and option 8** to **Caldwell Country Chevrolet II LLC, of Caldwell, Texas** for **\$193,600.00** with a delivery of 150 days and as concerns line items **3, 4, option 3 and option 4** to **Grapevine DCJ LLC, of Grapevine, Texas** for **\$212,888.00** with a delivery of 100 days, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light  
Capital Project  
Project Cost Detail  
December 5, 2025**

Capital Project Number:	92934
Capital Project Name:	FY 2025-26 Vehicles and Equipment

	<b>Budget</b>	
<b>Total Appropriation</b>	<b>\$</b>	<b>1,743,000</b>

<b>Expended</b>	<i>Contract or PO Number</i>		
		\$	-
<b>Expended to Date</b>		<b>\$</b>	<b>-</b>

<b>Encumbered</b>	<i>Contract or PO Number</i>		
Altec Bucket Trucks	21404383	\$	(240,204)
20' Box Trailer	21404396	\$	(24,755)
<b>Encumbered to Date</b>		<b>\$</b>	<b>(264,959)</b>

<b>Agenda Items December 16, 2025</b>	<i>Contract or PO Number</i>		
Caldwell Chevrolet	ITB 7103-26-ELD	\$	(193,600)
Grapevine DCJ	ITB 7103-26-ELD	\$	(212,800)
<b>Agenda Items for Consideration</b>		<b>\$</b>	<b>(406,400)</b>

<b>Estimated Costs for Remaining Appropriation</b>	
Turret Reel Trailers	(135,000)
Mobile Fall Equipment	(185,000)
Telescopic Handler	(90,000)
Wire Tensioner Trailer	(115,000)
Electric Drum Puller	(420,000)
Contingency	(126,641)
<b>Estimated Costs for Remaining Appropriation</b>	<b>\$ (1,071,641)</b>

<b>Remaining Appropriation</b>	<b>-</b>
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Prepared by the Purchasing Department for the December 16, 2025 Electric Utility Board Meeting

**ITB 7103-26-ELD - LP&L Fleet Vehicles,**

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

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days	
							ARO	
1	2	EA	1/2 Ton, extended cab, short wheel base, single rear axle with 4 wheel drive. As specified herein.					
			<b>Caldwell Chevrolet</b>	<b>Grapvine, TX</b>	<b>\$ 42,550.00</b>	<b>\$ 85,100.00</b>		<b>150</b>
			Grapvine DCJ	Caldwell, TX	\$ 44,239.00	\$ 88,478.00		100
			Gunn Chevrolet	Selma, TX	\$ 44,737.00	\$ 89,474.00		120
2	2	EA	Extended Warranty for ½ Ton truck. As specified herein.					
			<b>Caldwell Chevrolet</b>	<b>Grapvine, TX</b>	<b>\$ 3,750.00</b>	<b>\$ 7,500.00</b>		<b>150</b>
			Gunn Chevrolet	Selma, TX	\$ 4,000.00	\$ 8,000.00		120
			Grapvine DCJ	Caldwell, TX	\$ 5,135.00	\$ 10,270.00		100
3	3	EA	¾ Ton, crew cab, short wheel base, single rear axle with 4 wheel drive. As specified herein.					
			<b>Grapvine DCJ</b>	<b>Caldwell, TX</b>	<b>\$ 47,582.00</b>	<b>\$ 142,746.00</b>		<b>100</b>
			Caldwell Chevrolet	Grapvine, TX	\$ 47,875.00	\$ 143,625.00		150
			Gunn Chevrolet	Selma, TX	\$ 61,496.58	\$ 184,489.74		120
4	3	EA	Extended Warranty for ¾ Ton truck. As specified herein.					
			Caldwell Chevrolet	Grapvine, TX	\$ 3,750.00	\$ 11,250.00		150
			Gunn Chevrolet	Selma, TX	\$ 4,160.00	\$ 12,480.00		120
			<b>Grapvine DCJ</b>	<b>Caldwell, TX</b>	<b>\$ 5,540.00</b>	<b>\$ 16,620.00</b>		<b>100</b>
OPTIONAL BIDS								
3	1	EA	Optional – One (1)-Ton, crew cab, short wheel base, single rear axle with 4 wheel drive. As specified herein.					
			<b>Grapvine DCJ</b>	<b>Caldwell, TX</b>	<b>\$ 47,982.00</b>	<b>\$ 47,982.00</b>		<b>100</b>
			Caldwell Chevrolet	Grapvine, TX	\$ 62,510.00	\$ 62,510.00		150
			Gunn Chevrolet	Selma, TX	\$ 62,919.48	\$ 62,919.48		120
4	1	EA	Optional - Extended Warranty for One(1)-Ton truck. As specified herein.					
			Caldwell Chevrolet	Grapvine, TX	\$ 3,750.00	\$ 3,750.00		150
			Gunn Chevrolet	Selma, TX	\$ 4,160.00	\$ 4,160.00		120
			<b>Grapvine DCJ</b>	<b>Caldwell, TX</b>	<b>\$ 5,540.00</b>	<b>\$ 5,540.00</b>		<b>100</b>
7	2	EA	Optional - 1/2 Ton, Electric (EV) extended cab, short wheel base, single rear axle with 4 wheel drive. As					
			<b>Caldwell Chevrolet</b>	<b>Grapvine, TX</b>	<b>\$ 46,550.00</b>	<b>\$ 93,100.00</b>		<b>150</b>
			Gunn Chevrolet	Selma, TX	\$ 46,556.08	\$ 93,112.16		120
			Grapvine DCJ	Caldwell, TX	No bid	No bid		
8	2	EA	Optional - Extended Warranty for ½ Ton Electric (EV) truck. As specified herein.					
			<b>Caldwell Chevrolet</b>	<b>Grapvine, TX</b>	<b>\$ 3,950.00</b>	<b>\$ 7,900.00</b>		<b>150</b>
			Gunn Chevrolet	Selma, TX	\$ 4,137.00	\$ 8,274.00		120
			Grapvine DCJ	Caldwell, TX	No bid	No bid		

**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 line items 1, 2, option 7 and option 8, ITB #7103-26-ELD (the “Bid”), respecting fleet vehicles, as more particularly described in the Bid (the “Property”), to Caldwell Country Chevrolet II LLC, of Caldwell, 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 December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

**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 line items 3, 4, option 3 and option 4, ITB #7103-26-ELD (the “Bid”), respecting fleet vehicles, as more particularly described in the Bid (the “Property”), to Grapevine DCJ LLC, of Grapevine, 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 December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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





## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** December 16, 2025

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**Summary:**

Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a first amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through LP&L, and EEPlus, Inc., for professional engineering services. These services include annual TPL studies, transmission interconnection feasibility, steady state, short circuit, and stability studies, and associated support services. This amendment increases the Not-to-Exceed of the original agreement by \$2,600,400.00 from \$400,000.00 to \$3,000,000.00 to accommodate the influx of large load interconnection requests and associated studies required.

**Background/Discussion:**

The EUB passed a resolution approving the initial PSA with EEPlus, Inc. on July 1, 2025. As part of the requirements of operating a transmission system in ERCOT, LP&L is obligated to complete requirements related to NERC standards compliance, ERCOT protocols, system reliability studies & planning, and FERC filings. These activities fall under the professional services for Transmission Planning and Engineering Support included in this PSA.

This first amendment increases the Not-to-Exceed by \$2,600,400.00 from \$400,000.00 to \$3,000,000.00 to accommodate the influx of large load interconnection requests and associated studies required.

**Fiscal Impact:**

Funds are available in account number **7611 (Transmission Supervision and Engineering)** for this purpose.

**Recommendation:**

Staff recommends approval of the amendment to the PSA with **EEPlus, Inc.**, to increase the Not-to-Exceed limit **\$2,600,400.00** from **\$400,000.00** to **\$3,000,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

## **RESOLUTION**

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

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, entered into a Professional Services Agreement (the “Agreement”) with EEPlus, Inc. (“EEPlus”) on July 15, 2025, related to engineering services, including transmission feasibility, interconnection steady state, sort circuit, and stabilities studies and associated support services (the “Services”).

WHEREAS, LP&L and EEPlus desire to increase the Not-to-Exceed of the Agreement to accommodate additional engineering services; NOW, THEREFORE:

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

THAT the Chief Administrative Officer or his designee BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally-owned electric utility of Lubbock, Texas (“LP&L”), the First Amendment to Professional Services Agreement, by and between LP&L and EEPlus, as attached hereto and incorporated herein as though set forth fully herein in detail;

Passed by the Electric Utility Board this 16<sup>th</sup> day of December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT**  
**to**  
**PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“First Amendment”) to Professional Services Agreement (the “Original Agreement”), is entered into this 16<sup>th</sup> day of December, 2025, by and between the City of Lubbock, Texas, a Texas home-rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”), and EEPlus, Inc. (“EEPlus” or “Company”) a company authorized to conduct business in Texas.

WITNESSETH

WHEREAS, LP&L and Company entered into a Professional Services Agreement dated July 1st, 2025, wherein LP&L contracted with Company to perform engineering services, including transmission feasibility, interconnection steady state, short circuit, and stabilities studies and associated support services, as more particularly described in the Original Agreement (“Services”);

WHEREAS, LP&L and Company desire to increase the Not-to-Exceed of the Original Agreement to account for additional services;

WHEREAS, LP&L and Company now desire to enter into this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and Company agree to replace the entirety of Article II, Section C with the following:

- I. The total sum to be paid hereunder shall not exceed, in any circumstance, the sum of three million and zero/100 dollars (\$3,000,000.00).

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

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

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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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Blair McGinnis, Chief Operating Officer

APPROVED AS TO FORM:

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Keli Swan, General Counsel

EEPLUS, INC.

By:



Name: Dr. Mandhir Sahni

Title: Chief Operating Officer

**Summary:**

Consider a budget amendment, amending the FY 2025-26 Operating Budget and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances. To increase the operating budget in cost center 7611 and the Outside Work Orders and Street Lights revenue budget in fund 211 - Electric Operations by \$800,000.00 for the influx of large load interconnection requests and associated studies required.

**Background/Fiscal Impact:**

LP&L Administration is requesting increase in the fund level revenues and operating expenses to accommodate the influx of large load interconnection requests and associated studies required.

As part of the requirements of operating a transmission system in ERCOT, LP&L is obligated to complete requirements related to NERC standards compliance, ERCOT protocols, system reliability studies & planning, and FERC filings. This investment is necessary to ensure that LP&L has adequate space and resources to accommodate expanding administrative operations and maintain efficient workflow.

This amendment increases the professional service operating budget by \$800,000.00 in cost center 7611 (Transmission Supervision and Engineering) as well as the fund level Work Order Revenue by \$800,000.00 to accommodate the anticipated annual spend of the PSA for the influx of large load interconnection requests and associated studies required.

This revenue increase offsets the operating expense as the study must be paid by the requestor to LP&L before it can be completed by EEPlus.

**1. Amend the Operating Budget by increasing the Work Order Revenue.**

Amend Fund 211, "Electric Operating Fund", by increasing the Outside Work Orders and Street Lights Revenue in the amount of **\$800,000.00**, from **\$701,470.00** to **\$1,501,470.00**.

**2. Amend the Operating Budget by increasing Professional Services.**

Amend Cost Center 7611, "Transmission Supervision and Engineering" by increasing the appropriation in Professional Services/Training by **\$800,000.00**, from **\$501,639.00** to **\$1,301,639.00**.

**Recommendation:**

Staff recommends Board approval of the attached budget amendment and recommendation for approval to the City Council, or such alternative action as the Electric Utility Board may deem appropriate.

## **RESOLUTION**

WHEREAS, the City of Lubbock has a responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently manage Lubbock Power & Light's municipal finances, and plan for the adequate funding of services by Lubbock Power & Light;

WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and to achieve a long-term stable and positive financial position of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council for adoption pursuant to Title I, Chapter 2, Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

WHEREAS, the Electric Utility Board and City Council of Lubbock approved a First Amendment to the annual budget in October 2025;

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

THAT the Electric Utility Board hereby approves the second amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2025-26, as follows:

*Project Scope:* Increase cost center and revenue fund by \$800,000.00 each for a total amendment of \$1,600,000.00.

*Project Justification:* This amendment increases the professional service operating budget by \$800,000.00 in cost center 7611 (Transmission Supervision and Engineering) as well as the fund level Work Order Revenue by \$800,000.00 to accommodate the anticipated annual spend of the PSA for the influx of large load interconnection requests and associated studies required.

### **1. Amend the Operating Budget by increasing the Work Order Revenue.**

Amend Fund 211, "Electric Operating Fund", by increasing the Outside Work Orders and Street Lights Revenue in the amount of **\$800,000.00**, from **\$701,470.00** to **\$1,501,470.00**.

### **2. Amend the Operating Budget by increasing Professional Services.**

Amend Cost Center 7611, "Transmission Supervision and Engineering" by increasing the appropriation in Professional Services/Training by **\$800,000.00**, from **\$501,639.00** to **\$1,301,639.00**.

The Electric Utility Board hereby directs that this Resolution be filed with the City Secretary of the City of Lubbock.

Passed by the Electric Utility Board this 16<sup>th</sup> day of December, 2025.

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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, LP&L 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:** December 16, 2025

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#### **Summary:**

Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through LP&L, and TMG Consulting, for services to provide location of and support services for Secure File Transfer Protocol (SFTP). This support will be maintained through a 3-year term with a not-to-exceed amount of \$122,160.00.

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

In January 2021, TMG began supplying SFTP services to LP&L. At that time, there were 22 file transfer/receipts defined. Since 2021, in addition to the required file transfers needed for CCS, LP&L has joined the Retail Competition Market (ERCOT) as a Transmission Distribution Service Provider (TDSP) and began sending certain data to Smart Meter Texas (SMT). ERCOT and SMT both required additional file transfers. TMG has agreed to provide build, configuration and monitoring services for LP&L.

The SFTP site will be available starting January 1, 2026, and will serve as a designated channel for LP&L to transmit files generated by CCS, MTM, and SMT systems, as well as to receive vendor-supplied files intended for use within Oracle CCS/MTM/SMT environments. TMG will provide ongoing monitoring of the SFTP location and will promptly communicate any file transfer issues that arise.

The proposed continuation of services with TMG includes a fixed annual cost for SFTP location maintenance and integration support. The SFTP location cost totals \$1,200.00 over the three-year term, with an annual charge of \$400.00. Integration support is based on an estimated 192 hours per year, resulting in an annual cost of \$40,720.00.

The total annual cost for TMG's services is \$40,720.00, with an overall three-year total of \$122,160.00. This pricing covers all build, configuration, and monitoring services necessary to support LP&L's ongoing data transfers with ERCOT, SMT, and CCS.

#### **Fiscal Impact:**

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

#### **Recommendation:**

Staff recommends award of the PSA with **TMG Consulting**, with a not to exceed amount of \$122,160.00 for a three (3) year term, or such alternative action as the Electric Utility Board may deem appropriate.



## **RESOLUTION**

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

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, desires to obtain services to support LP&L’s Secure File Transfer Protocol (“SFTP”) site for the transfer of certain critical protected data to outside entities;

WHEREAS, LP&L and TMG Utility Advisory Services, Inc. desire to enter into a Professional Services Agreement; NOW, THEREFORE:

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

THAT the Chief Administrative Officer or his designee BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally-owned electric utility of Lubbock, Texas (“LP&L”), the Professional Services Agreement, by and between LP&L and TMG, as attached hereto and incorporated herein as though set forth fully herein in detail;

Passed by the Electric Utility Board this 16<sup>th</sup> day of December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the “Contract” or “Agreement”), signed as of the 16th day of December, 2025 (the “Signed Date”), is by and between TMG Utility Advisory Services, Inc. (“TMG located at 388 Feathergrass Drive, Buda, TX, 78610 (“Company”) 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 services to support LP&L’s Secure File Transfer Protocol (“SFTP”) site for the transfer of certain critical protected data to outside entities, as described in the attached Exhibits (the “Activities” or “Project”);

**WHEREAS**, Company has professional staff experienced and qualified to provide these services related to the Activities and will provide the Services, as defined below, for the stipulated fair and reasonable price provided herein; and

**WHEREAS**, LP&L desires to contract with Company to provide these Services, and Company 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 Company hereby agree as follows:

## ARTICLE I. TERM

The term of this Contract commences on January 1, 2026 (“Start Date” or “Effective Date”) and continues without interruption until December 31, 2028. If 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 extend the term by 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 beyond the Chief Administrative Officer’s authority must be approved by LP&L’s Electric Utility Board.

## ARTICLE II. SERVICES AND COMPENSATION

A. Company shall conduct all Activities as set forth in the Scope of Services detailed below in Exhibit A (the “Services”). Any changes to the services provided shall be approved in writing by LP&L and no work pursuant to the changes shall be performed without a mutually signed change order. Any change order resulting in a change to the Not-to-Exceed value of this agreement shall be approved by the LP&L Chief Administrative Officer pursuant to Article II (C) of this Agreement.

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

C. The total sum (“NTE” or “Not-to-Exceed”) to be paid hereunder shall not exceed, in any circumstance, the sum of One Hundred Twenty-Two Thousand, One Hundred Sixty and zero/100 dollars (\$122,160.00). Any change to the NTE must be approved by LP&L’s Electric Utility Board.

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

## ARTICLE III. TERMINATION

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

B. Material Breach. Either party may terminate this Contract if the other party is in material breach of this Contract if the other party fails to cure within 30 business days of receiving written notice of the breach,

C. Termination and Remedies. In the event a party materially breaches any term and/or provision of this Contract, the other party 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. Company is a sole proprietor duly organized, and validly existing, and is in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

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

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

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

F. Use of Copyrighted Material. Company represents and warrants that any materials provided by Company for use by LP&L pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. Company shall be solely responsible for ensuring that any materials provided by Company pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article XI, below, Company shall defend and indemnify and hold LP&L and the City of Lubbock (“City”), its elected and appointed officials, officers, agents and employees, harmless from any and all liability, loss, damage or claim of any kind or nature, including attorney’s fees and other costs of litigation, related to Company’s failure to perform this duty or breach hereof. The indemnity obligations provided herein shall survive the termination or expiration of this Agreement.

G. EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, COMPANY MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE VI. INDEPENDENT CONTRACTOR STATUS**

Company and LP&L agree that Company shall perform the duties under this Agreement as an independent contractor and shall be considered an independent contractor under this Agreement and/or in its activities hereunder for all purposes. Company has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Company and Company’s employees and/or approved sub-contractors, will not be considered, for any purpose, employees or agents of LP&L and/or the City

of Lubbock within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, pension and health care benefits, workers compensation, labor, personal injury or taxes of any kind.

#### **ARTICLE VII. RETAINING OF CONSULTANTS AND SUB CONTRACTORS**

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

#### **ARTICLE VIII. INSURANCE**

Company shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Company shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Company to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, employer’s liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages, Fire Damage (any one fire), and Medical Expense (any one

person). The insurance companies must carry an A.M. Best's Rating of A- or better. The policies will be written subject to the following minimum limits of liability:

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000.00

Professional Liability:

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

General Aggregate Limit: \$2,000,000.00

Cyber Liability:

General Aggregate Limit: \$2,000,000.00

Technology Errors and Omissions:

Per Claim: \$3,000,000.00

Worker's Compensation

Per Occurrence Single Limit: Statutory

Employer Liability

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

Company shall further cause any approved Sub-contractor to procure and carry the identical insurance coverage, and for the term, required of Company herein, protecting City against losses caused by the professional negligence of the approved Sub-Company. The City shall be listed as a primary and noncontributory additional insured with respect to Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverages, fire damage, and medical expenses for any one person, for Employer's Liability, for Automobile liability, and for Worker's Compensation. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and worker's compensation policies. Company shall provide a Certificate of Insurance to the City as evidence of coverage.

Company shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Company shall maintain said coverage throughout the

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

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

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

## **ARTICLE IX. CONFIDENTIALITY**

Company shall retain all information received from or concerning or related in any way to LP&L and LP&L's business in strictest confidence and shall not reveal such information to third parties without prior written consent of LP&L, unless otherwise required by law. The previously signed Non-Disclosure Agreement between the parties remains in force for the duration of this Agreement.

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

**COMPANY SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY,  
AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS,**



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

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

NOTWITHSTANDING THE FOREGOING, COMPANY'S AGGREGATE LIABILITY TO UNDER THIS CONTRACT ARISING OUT OF COMPANY' INDEMNIFICATION OBLIGATIONS UNDER THIS ARTICLE X OR A BREACH OF ITS OBLIGATIONS UNDER ARTICLE XIV (CYBERSECURITY AND DATA PRIVACY) WILL BE LIMITED TO THE MAXIMUM AMOUNT AVAILABLE UNDER COMPANY'S INSURANCE. NOTHING IN THIS CONTRACT WILL LIMIT COMPANY'S LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

#### **ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS**

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

## **ARTICLE XII. NOTICE**

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

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

TMG Utility Advisory Services, Inc.

Attn: Debra Ardoline

388 Feathergrass Drive

Buda TX 78610

Email: Debra.ardoline@tmgconsulting.com

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

Lubbock Power & Light

Attn: Clint Gardner

1314 Ave. K.

Lubbock, TX 79401

Email: CGardner@mylubbock.us

Telephone: (806) 775-3034

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

### **ARTICLE XIII. LP&L-PROVIDED DATA AND RESPONSIBILITIES**

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

### **ARTICLE XIV. CYBERSECURITY AND DATA PRIVACY**

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

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

2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

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

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

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

confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

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

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

## **ARTICLE XV. MISCELLANEOUS**

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

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

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

D. Assignability. Company shall not have any right to assign the Agreement or any rights or obligations thereunder without prior written consent of LP&L. LP&L may condition, withhold, or deny the assignment at its sole and absolute discretion. Any assignment made without written consent by LP&L is void.

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by LP&L under this Contract are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Contract, LP&L will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance

of this Contract, cancellation shall be accepted by the Company on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Contract beyond the Non-Appropriation Date.

O. Non-Boycott of Israel. Company hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.

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

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

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



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

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

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

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

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

V. Survival. Provisions of this Contract which by their nature are to be performed or enforced following any termination of this Contract will survive such termination including, without limitation, indemnity, insurance, confidentiality, reporting requirements, public records or record retention requirements.

## **ARTICLE XVI. OWNERSHIP**

A. Work Product. LP&L will own all right, title, and interest in and to the deliverables delivered by Company in connection with the Services described in Exhibit A (“Work Product”) in accordance with the following. Upon payment in full by LP&L of all fees due to Company for

the Services, Company hereby assigns and agrees to assign all right, title and interest in and to the Work Product, including, without limitation, all intellectual property rights associated therewith, to LP&L, and Company agrees to reasonably cooperate with LP&L in perfecting such rights at LP&L's expense.

B. Company Pre-Existing Technology. Notwithstanding Section XVI.A above, Company owns and shall retain ownership of all right, title, and interest in and to all Company Pre-Existing Technology, including, without limitation, all intellectual property rights associated therewith. "Company Pre-Existing Technology" means any creations including, without limitation, any technology, inventions, discoveries, works of authorship or other prior creations that were conceived, created or reduced to practice by or for Company (alone or with others) before commencement of this Contract or outside of this Contract, including without limitation any modifications, updates, upgrades, enhancements and/or derivative works thereof. To the extent any Company Pre-Existing Technology is incorporated into or otherwise included in Work Product, Company hereby grants to the LP&L a perpetual, irrevocable, worldwide, non-exclusive license to use, solely within or in connection with such Work Product, the Company Pre-Existing Technology solely for the LP&L's internal business purposes. LP&L's rights in the Company Pre-Existing Technology are limited to those expressly granted in this Section. Company reserves all rights and licenses not expressly and unambiguously granted to LP&L in this Section. All of Company Pre-Existing Technology shall be protected as Confidential Information under the Non-Disclosure Agreement between the parties referenced above in Section IX.

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

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

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:

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

**TMG Utility Advisory Services, Inc.**

By: Supriya Mukhapadhyay

Name: Supriya Mukhapadhyay

Title: CEO



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** December 16, 2025

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**Summary:**

Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement (PSA), by and between the City of Lubbock, acting by and through LP&L and Legacy PSG Inc., for professional services related to right of way acquisition, right of way related construction activities and CCN activities for electric transmission and distribution projects. This agreement will have a Not-to-Exceed value of \$4,200,000.00 and shall run through October 2028, with the option for annual one-year renewals.

**Background/Discussion:**

LP&L continuously models the transmission system based on real time situations and ERCOT requirements. Based on modeling and load flow situations experienced in the model, LP&L will need to build more transmission infrastructure to maintain a reliable system. Legacy will assist with coordination, communicating, documenting and finalizing right of way acquisition, land purchases and construction activities.

The term of the PSA is three (3) year term with an option to extend up to two (2) additional one (1) year terms and has a not-to-exceed limit of \$4,200,000.00.

**Fiscal Impact:**

Funds are available in various Capital Improvement Projects for this purpose.

**Recommendation:**

Staff recommends approval of the PSA with **Legacy PSG, Inc., of Lubbock, TX, to establish a not-to-exceed limit of \$4,200,000.00** with a three (3) year term, or such alternative action as the Electric Utility Board may deem appropriate.

## **RESOLUTION**

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

WHEREAS, LP&L desires to obtain professional services related to right of way acquisition, right of way related construction activities and CCN activities for electric transmission and distribution projects;

WHEREAS, Legacy PSG Inc. (“Legacy”), possesses the skills and expertise to provide professional consulting services to assist LP&L with right of way acquisition, right of way related construction activities, and CCN activities for electric transmission and distribution projects (“Services”);

WHEREAS, LP&L and Legacy now desire to enter into a Professional Services Agreement for providing such Services; NOW THEREFORE,

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

THAT the Chief Administrative Officer or his designee, be and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), the Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Legacy PSG Inc. as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 16th day of December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Clint Gardner, Chief Customer Service 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”), signed as of the 18<sup>th</sup> day of December, 2025 (the “Signed Date”), is by and between Legacy PSG Inc., (“Company”) a Texas corporation, and authorized to do business in the State of Texas, 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 consulting services related to right of way acquisition, eminent domain, CCN rights, and related construction and planning activities for the development and ownership of electric transmission and distribution facilities as described in the attached Exhibits (the “Activities” or “Project”);

**WHEREAS**, Company has professional staff experienced and qualified to provide these consulting services related to the Activities and will provide the Services, as defined below, for the stipulated fair and reasonable price provided herein; and

**WHEREAS**, LP&L desires to contract with Company to provide these consulting Services, and Company 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 Company hereby agree as follows:

## ARTICLE I. TERM

The term of this Contract commences on December 18, 2025 (“Start Date” or “Effective Date”) and continues without interruption until December 31, 2028. The Contract contemplates three separate phases of work, namely, Certificate of Convenience and Necessity (“CCN”), Acquisition and Construction phases. Due to the time constraints of this project, phases of work may be required to be completed concurrently. If LP&L or the Company 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 extend the term by up to two (2) additional one (1) year terms so long as the amount of the consideration payable hereunder does not exceed the Chief Administrative Officer's purchasing authority.

## **ARTICLE II. SERVICES AND COMPENSATION**

A. Company shall conduct all Activities as set forth in the Scope of Services detailed in each Task Authorization (sample attached as Exhibit "A") (the "Services"). In the event of a conflict of terms between Exhibits and this Agreement, this Agreement shall control. Any changes to the services provided in each task authorization shall be approved in writing by LP&L and no work pursuant to the changes shall be performed without a mutually signed change order. Any change order resulting in a change to the Not-to-Exceed value of this agreement shall be approved by the LP&L Chief Administrative Officer pursuant to Article II (C) of this Agreement. If a change to the services provided is necessary and would materially alter the scope, timeline, or cost of the services, LP&L will work in good faith with Company to complete a Change Order or new Task Authorization to negotiate cost, scope, and any updates to the timeline. Any changes purporting to exceed the Not To Exceed amount may require Electric Utility Board approval.

B. Company shall complete the Services and shall receive compensation as described in Exhibit B. Company shall invoice LP&L monthly in an amount equal to actual hours of Services furnished multiplied by the current billing rate of the Company. LP&L shall pay invoices within thirty (30) days of receipt by LP&L less any disputed amounts. Chief Administrative Officer or his designee may, in his or her discretion, authorize a new Exhibit B no more than once a fiscal or calendar year, so long as the amount of the consideration payable hereunder does not exceed the Not-to-Exceed of this Agreement.

C. The total sum ("NTE" or "Not-to-Exceed") to be paid hereunder shall not exceed, in any circumstance, the sum of Four million, two hundred thousand dollars (\$4,200,000.00). Any change to the NTE must be approved by LP&L's Electric Utility Board.

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

### **ARTICLE III. TERMINATION**

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

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

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

### **ARTICLE IV. NON - ARBITRATION**

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

### **ARTICLE V. REPRESENTATIONS AND WARRANTIES**



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

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

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

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

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

F. Use of Copyrighted Material. Company represents and warrants that any materials provided by Company for use by LP&L pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. Company shall be solely responsible for ensuring that any materials provided by Company pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article XI, below, Company shall defend and indemnify and hold LP&L and the City of Lubbock ("City"), its elected and appointed officials, officers, agents and employees, harmless from any and all liability, loss, damage or claim of any kind or nature, including attorney's fees and other costs of litigation, related to Company's failure to perform this duty or breach hereof. The indemnity obligations provided herein shall survive the termination or expiration of this Agreement.

## **ARTICLE VI. INDEPENDENT CONTRACTOR STATUS**

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

## **ARTICLE VII. RETAINING OF CONSULTANTS AND SUB CONTRACTORS**

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

## **ARTICLE VIII. INSURANCE**

Company shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth

herein. Company shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Company to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, employer's liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages, Fire Damage (any one fire), and Medical Expense (any one person). Employee Dishonesty or Fidelity Bond coverage is required equal four million and zero/100 dollars (\$4,000,000.00). Network Security or Privacy Breach coverage is also required. 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 Occurrence Single Limit: \$2,000,000.00

General Aggregate Limit: \$4,000,000.00

Worker's Compensation

Per Occurrence Single Limit: Statutory

Employer Liability

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

Company shall further cause any approved Sub-contractor to procure and carry the identical insurance coverage, and for the term, required of Company herein, protecting City against losses caused by the professional negligence of the approved Sub-Company. The City shall be listed as a primary and noncontributory additional insured with respect to Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverages, fire damage, and medical expenses for any one person, for

Employer's Liability, for Automobile liability, and for Worker's Compensation. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and worker's compensation policies. Company shall provide a Certificate of Insurance to the City as evidence of coverage.

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

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

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

## **ARTICLE IX. CONFIDENTIALITY**

Company shall retain all information received from or concerning or related in any way to LP&L and LP&L's business in strictest confidence and shall not reveal such information to third

parties without prior written consent of LP&L, unless otherwise required by law. The previously signed Non-Disclosure Agreement between the parties remains in force for the duration of this Agreement.

#### **ARTICLE X. INDEMNITY**

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

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

#### **ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS**

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

## **ARTICLE XII. NOTICE**

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

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

Legacy PSG

Attn: Wade Wilson

One Briarcroft Office Park

Lubbock, TX 79412

Telephone: 806-228-3001

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

Lubbock Power & Light

Attn: Luke Miller

404 Municipal Dr.

Lubbock, TX 79403

Email: [lmiller@mylubbock.us](mailto:lmiller@mylubbock.us)

Telephone: (806) 775-3516

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

### **ARTICLE XIII. LP&L-PROVIDED DATA AND RESPONSIBILITIES**

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

### **ARTICLE XIV. MISCELLANEOUS**

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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



include any delay or inability to perform due to an outbreak of the novel coronavirus (COVID-19). In the event a party claims excuse under Force Majeure as provided herein, each party agrees to make a good faith effort to perform its obligations hereunder.

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

O. Non-Boycott of Israel. Company hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Blair McGinnis, Chief Operating Officer

APPROVED AS TO FORM:

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

**Legacy PSG Inc.**

By: Wade Wilson

Name: Wade Wilson

Title: President



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** December 16, 2025

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**Summary:**

Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute an Engagement Agreement by and between the City of Lubbock, acting by and through LP&L, and Jackson Walker, regarding legal services related transmission projects.

**Background/Discussion:**

The City of Lubbock, acting by and through LP&L, is in need of legal services related to transmission projects. LP&L desires to engage Jackson Walker, LLP on such matters because the attorneys have specialized expertise and are highly qualified to provide quality, efficient legal representation.

**Fiscal Impact:**

Funds are available in Cost Center **7113 (Legal)** for this purpose.

**Recommendation:**

Staff recommends approval of the resolution for the Engagement Agreement with **Jackson Walker, LLP**, or such alternative action as the Electric Utility Board may deem appropriate.

## **RESOLUTION**

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

WHEREAS, LP&L requires outside counsel regarding legal and consulting services related in connection with certain transmission facilities to be constructed;

WHEREAS, LP&L desires to ratify that engagement letter for legal counsel to represent it regarding those certain matters; NOW, THEREFORE:

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

THAT the Electric Utility Board ratify the Engagement Letter, by and between a Jackson & Walker LLP and LP&L, as attached hereto 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 December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

Linda Donohoe  
(214) 953-5775 (Direct Dial)  
ldonohoe@jw.com

November 14, 2025

Joel Ivy  
Chief Administrative Officer  
Lubbock Power & Light  
1314 Avenue K, 5<sup>th</sup> Floor  
Lubbock, Texas 79401

Dear Mr. Ivy:

We are honored that you have asked us to represent The City of Lubbock, Texas acting by and through Lubbock Power & Light ("LP&L") in connection with certain transmission facilities

relating to the ownership of a portion of such facilities. This letter summarizes our billing and payment arrangements, and the terms of our agreement.

**COOPERATION AND PRESERVATION.** In order to provide effective legal services to you, it is essential that you disclose to us fully and accurately all material facts pertaining to our engagement and inform us of all developments, and that you give us prompt instructions. Additionally, you will undertake to preserve relevant documents and materials, including electronic information that may be necessary for our representation of you.

**FEES.** Our fees are determined primarily on the basis of our time at current hourly rates. Our rates vary with experience and seniority and are adjusted by us from time to time, normally once a year. Unless we otherwise agree, the rates we charge will change at that time. We expect that I, Linda Donohoe, will be the lawyer principally involved in the client relationship for this matter and my current hourly rate is \$1,550.00. Any estimates of fees and expenses we may give are merely approximations and are often based on many circumstances not within our control. Such estimates are not binding and the fees and expenses owed will be as set forth in our statements to you.

**EXPENSES.** Costs and expenses related to our legal services will be included in our statements. Costs may include travel expenses, messenger charges, filing and recording fees, and other costs. We intend to bill such expenses to you at our cost. Certain other expenses, such as photocopying and computerized research, will be billed in accordance with our standard schedule of charges. For certain substantial expenses, such as expert, mediation and arbitration fees, e-discovery, court and deposition costs and travel expenses, we may ask that you be responsible for paying them directly.

**AGREEMENT TO PAY.** Our statements are rendered monthly and are due within 30 days of receipt. If a question concerning a statement arises, we ask that it be raised in writing within 30

November 14, 2025  
Page 2

days. You agree to timely payment of our statements. A statement not paid within 30 days of receipt is overdue and will be subject to interest on the unpaid balance at a rate of 12% per annum, but in no event at a rate exceeding the amount allowed by law. If our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made, or if necessary, to terminate our services, subject to applicable legal requirements. Payments shall be performable and due in Dallas County.

**CLIENT AND SCOPE OF REPRESENTATION.** In this engagement, our representation is solely of LP&L. Our engagement is limited to the matter described above and if we agree to perform additional legal services, this letter will apply to such services. Unless specifically agreed to by us in a letter like this one, we will not be representing other related persons or entities, including any subsidiaries, affiliates or shareholders. In addition, we will provide only legal advice and services, and not financial, accounting, business or other advisory services.

**TERMINATION.** LP&L is free to terminate this engagement at any time for any reason, as are we. If this engagement is terminated, LP&L remains responsible for the payment of fees and expenses incurred until termination less any disputed amounts, and if court approval is required, both of us will cooperate in obtaining it.

**CONTACT PERSON.** Unless you otherwise direct, I will be your principal contact. However, if you wish to address any concerns regarding this engagement with someone other than me, please feel free to contact Wade Cooper, our Managing Partner.

**CONFLICTS.** Please be aware that Jackson Walker LLP (the "Firm") represents many other companies and individuals. It is possible that while we are representing you, some of our present or future clients will have disputes or transactions with you. By entering into this engagement letter, you agree that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you in this matter, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that your prospective consent shall not apply in any instance where, as a result of representing you, we have obtained proprietary or other material, confidential, non-public information, that, if known to such other client, could be used by such client to your material disadvantage in the other matter.

Please be aware that we also represent various clients before the City of Lubbock City Council, Lubbock County Council, and other related entities in land use, economic incentives, condemnation, and multiple other matters, and will continue to do so. LP&L agrees that we represent persons in such transactions and disputes in which the LP&L, the City of Lubbock, County of Lubbock, or any related entity is a party, a counterparty or otherwise involved, or has interests that may be adverse to our client's interests, and waives any conflict of interest arising out of such representation. We agree, however, that your prospective consent shall not apply in any instance where, as a result of representing you, we have obtained proprietary or other material, confidential, non-public information, that, if known to such other client, could be used by such client to your material disadvantage in the other matter.

The waiver requested herein expressly does not waive any actual conflicts. Furthermore, the waiver requested herein does not waive any conflicts as defined by Rule 1.06(a)-(b) of the Texas Disciplinary Rules of Professional Conduct.

**GUARANTEE DISCLAIMER.** We will do our best to provide you with the legal services reasonably necessary to achieve a result satisfactory to you. However, the outcome of all transactions or lawsuits is subject to uncertainties and risks, and we make no promises, warranties or guarantees to you concerning the outcome of our legal representation. Any statements we may make are expressions of opinion only.

**CONCLUSION AND DISPOSITION OF DOCUMENTS.** Our representation of you will terminate when we send the final statement for services rendered. Upon the conclusion of this matter, you will promptly advise us which, if any, documents you wish us to return to you. Subject to applicable law, you agree that we need not return or provide any electronic information, except upon payment of our reasonable costs. We may retain copies for our records. We will retain or dispose of any documents, including electronic information, in accordance with our record retention policy then in effect and subject to applicable law.

**TEXAS REQUIRED WARRANTIES.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Firm agrees that the Agreement can be terminated if the Firm 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, the Firm 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. To the extent any information is requested pursuant to the Public Information Act, the Firm and Lubbock Power & Light preserve all applicable arguments for exceptions to disclosure, including but not limited to, arguments related to attorney-client privilege and work-product.

The Firm 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.

The Firm 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.

The Firm hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.

To the extent Section 2252.908 of the Texas Government Code applies to this Engagement Agreement, the Firm shall submit a disclosure of Interested Parties ("Disclosure Form") to



November 14, 2025  
Page 4

Lubbock Power & Light (to the attention of LP&L's Purchasing Department) at the time the Firm 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 the Firm has not submitted a Disclosure Form pursuant to this section, the Firm represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Engagement Agreement.

**ONLY AGREEMENT.** This written agreement supersedes all prior oral or written agreements and may be amended or changed only in writing signed by both parties.

Once again, we are very pleased to represent you. Please confirm acceptance of the terms of our engagement by signing the enclosed copy of this agreement in the space provided below and returning it to me with a check in the amount of the requested retainer.

Sincerely yours,



Linda Donohoe  
Attorney

Agreed to and accepted this 17<sup>th</sup> day of November, 2025.

By: Joel Ivy  
Joel Ivy

Digitally signed by Joel Ivy  
Date: 2025.11.17 09:13:40  
-06'00'

Title: Chief Administrative Officer, LP&L

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** December 16, 2025

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**Summary:**

Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute an Engagement Agreement by and between the City of Lubbock, acting by and through LP&L, Kerby Wade regarding legal services related to litigation matters.

**Background/Discussion:**

The City of Lubbock, acting by and through LP&L, is in need of legal services related to litigation matters. LP&L desires to engage Kerby Wade on such matters because the attorneys have specialized expertise and are highly qualified to provide quality, efficient legal representation.

**Fiscal Impact:**

Funds are available in Cost Center **7113 (Legal)** for this purpose.

**Recommendation:**

Staff recommends approval of the resolution for the Engagement Agreement with **Kerby Wade**, or such alternative action as the Electric Utility Board may deem appropriate.

## **RESOLUTION**

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

WHEREAS, LP&L requires outside counsel legal and consulting services related to current litigation case with Ajay Mitchell;

WHEREAS, LP&L desires to ratify that engagement letter for legal counsel to represent it regarding those certain matters with Kerby & Wade, P.C.; NOW, THEREFORE:

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

THAT the Electric Utility Board ratify the Engagement Letter, by and between a Kerby & Wade , P.C. and City Of Lubbock and LP&L, as attached hereto 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 December, 2025.

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

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

# KERBY & WADE, P.C.

DAVID L. KERBY  
Board Certified, Personal Injury Trial Law  
Texas Board of Legal Specialization  
Licensed in Texas and New Mexico

LAWYERS  
LUBBOCK, TEXAS  
4219 85<sup>th</sup> Street (Zip 79423)  
P.O. BOX 65150 (Zip 79464)  
TELEPHONE: (806) 793-7600  
FACSIMILE: (806) 793-6882

CAMIE C. WADE  
Licensed in Texas and New Mexico

October 30, 2025

**Via Email**

Ms. Keli Swan  
General Counsel  
Lubbock Power & Light  
1314 Avenue K  
Lubbock, Texas 79401

Re: Cause No. DC-2025-CV-1728; Ajay Mitchell v. City of Lubbock d/b/a Lubbock Power & Light; In the 72<sup>nd</sup> District Court of Lubbock County, Texas

Dear Ms. Swan:

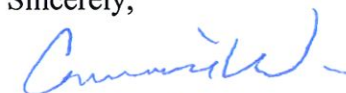
This will confirm my firm's agreement to represent the City of Lubbock and Lubbock Power & Light in the above-referenced litigation and the defense of the parties therein.

I have studied the requirements of the monthly billing statements and guidelines for an outside lawyer and will attempt to follow the same. The hourly rates for my firm will be as follows:

Camie Wade - \$250.00  
Paralegals - \$100.00

If this comports with our agreement to provide representation in this matter, please sign below and return to me and I will begin work on the file. Thank you for the opportunity to work for the City of Lubbock and Lubbock Power & Light.

Sincerely,



Kerby & Wade, P.C.

By: Camie Wade

CW/

Agreed to: \_\_\_\_\_

cc: Mr. Jeff Hartsell  
Ms. Lainey Morrison