

**The Electric Utility Board of  
Lubbock Power & Light Agenda  
February 17, 2026  
11:00 a.m.**

Edwin "Butch" Davis, Chair P.E.  
 Eddie Schulz, Vice Chair  
 Gwen Stafford, 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. Consider a resolution accepting the Lubbock Power & Light Annual Financial Report for fiscal year ended September 30, 2025

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

### **Executive Session**

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, §552.133, and §552.1331 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 risk management, contracts, and strategies, customer billing, 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);
  - (iv) info collected as part of an advanced metering system for usage, services, and billing, including amounts billed or collected for utility usage
6. 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.
  - (vi) *Oncor Electric Delivery Company, LLC v. City of Lubbock and Lubbock Power and Light*, Cause No. DD-1-GN-26-000237, proceeding in the 98<sup>th</sup> District Court of Austin County, Texas.

(vii) *Maria Jesus Tucker v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2026-CV-0096, proceeding in the 99<sup>th</sup> District Court of Lubbock County, Texas.

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

### **Open Session**

7. Approve the minutes from the Regular Electric Utility Board meeting held on January 28, 2025 and the minutes from the Special Event Meeting held on February 4, 2026.
8. 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.
9. 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, customer metering, tariff and billing, service and administrative issues, and risk management information including rates.
10. Consider and approve a resolution recommending approval by City Council of a resolution authorizing publication of notice of intent to issue Electric Light & Power System Revenue Bonds, Series 2026 (“Bonds”), acting by and through Lubbock Power & Light dated February 17, 2026.
11. Consider a resolution honoring Christopher E. Sims for his thirty years of valued employment and contributions to the successes of Lubbock Power & Light.
12. Discuss and take possible minuted action to change the date/location of the March 17, 2026 Regular Electric Utility Board Meeting.

## **Consent**

13. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute Master Service Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Schneider Engineering LLC (SEnergy) of Boerne, Texas, Request for Qualification (RFQ) 7101-26-ELD, LP&L Power System Protection Services. This agreement for \$1,000,000.00 will be for a term of 3 years with the option to extend for two additional one-year terms is to ensure that NERC Protection and Control Standards are properly implemented. This will include a systematic review, development, and implementation of a comprehensive PRC-027 Standard Operating Procedure, long-term training for LP&L Engineering, and the development and implementation of an overall LP&L Power System Protection Philosophy.
14. Consider a resolution rejecting an invitation to Bid for ITB# 7113-26-ELD - LP&L Erskine Equipment and Materials.
15. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Professional Services Agreement (Agreement) by and between the City of Lubbock, acting by and through Lubbock Power & Light, with CBS Field Services for completion of ongoing ArcFlash (CIP#8707) project, ability to execute Task Authorizations to analyze new substations, and an annual modification clause for changes to our system. This will be a 3-year agreement with a not-to-exceed of \$325,000.00.
16. 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 February 2026, at 11:30 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, XAS 79457, AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. ■■■■■



**Lubbock Power & Light  
Electric Utility Board**

**Agenda Item Summary**

**Meeting Date:** February 17, 2026

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**Summary:**

Consider a resolution accepting Lubbock Power & Light's ("LP&L") Annual Comprehensive Financial Report (ACFR) for fiscal year ended September 30, 2025.

**Background/Fiscal Impact:**

Each year, the Finance Department prepares an ACFR designed to provide the Electric Utility Board, citizens, representatives of financial institutions, and others with detailed information concerning the financial condition and performance of LP&L. An important component of the preparation of the AFR is an independent audit of LP&L's financial statements and footnotes.

The final audit opinion is included within the ACFR. Weaver & Tidwell, our independent auditors, have stated that LP&L received a clean, unmodified opinion on the financial statements, which means that the statements present fairly, in all material respects, the financial position of LP&L. The management letter, which is required communication from the auditors, reported no material weaknesses or significant deficiencies.

**Recommendation:**

Staff recommends that the Electric Utility Board accept the ACFR for the fiscal year ended September 30, 2025.

## **RESOLUTION**

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances establish and outline certain responsibilities and duties of the Electric Utility Board (the “Board”); and

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

WHEREAS, Section 2.03.415(b) of the above-described ordinance authorizes the Board to oversee an audit of the City’s electric utility system and report any and all findings of such audit to the City Council;

NOW THEREFORE:

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

THAT the Electric Utility Board accepts the audit report as it applies to the City of Lubbock’s municipally-owned electric utility, Lubbock Power & Light, for fiscal year 2024-2025, as audited by Weaver & Tidwell, L.L.P., and which is attached hereto and incorporated herein as though set forth fully herein in detail, and hereby reports the findings of same to the City Council of the City of Lubbock.

Passed by the Electric Utility Board this 17<sup>th</sup> day of February, 2026.

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Edwin “Butch” Davis, Chair

ATTEST:

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Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

Annual Financial Report will be  
handed out at Board Meeting  
on February 17, 2026

**The Electric Utility Board of  
Lubbock Power & Light Minutes  
January 28, 2026  
10:30am**

Edwin "Butch" Davis, Chair P.E.  
Eddie Schulz, Vice Chair  
Gwen Stafford, 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***

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**CITIZENS TOWER**  
**1314 Ave K**  
**Lubbock, Texas 79401**

**OPEN SESSION:**  
**City Council Chambers**

**EXECUTIVE SESSION:**  
**Citizens Tower**  
**Council Workroom 101A**

**EUB**

Butch Davis  
Gwen Stafford  
Dr. Solomon Fields  
Mike Stevens  
Dr. Craig Rhyne  
Dr. Gonzalo Ramirez  
Thomas Parker

**City Staff**

Matt Wade  
Courtney Paz  
Jarrett Atkinson

**LP&L Staff**

Joel Ivy  
Keli Swan  
Clint Gardner  
Beatrice Duenez  
Blair McGinnis  
Skylar Borunda  
Kacey Johnson  
Felix Orta  
Matt Rose  
Kody Morris  
Chris Sims  
Amy Day  
Felix Orta  
Jeff Baker  
Tamara Randles  
Cody Kirk  
Daniel Garcia  
Magen Moniz  
Luke Miller

**City Council**

Mayor Mark McBrayer  
Tim Collins

Marty Muniz  
Renee Treat  
Camille Powe

1. Call to Order.

***Board Chair Butch Davis called the meeting to order at 10:31 a.m.***

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

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

***No members of the public signed up to speak.***

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

***Technical Review Committee Chair Dr. Ramirez updated the Board on the committees recent meeting, which discussed easements and 4k system updates.***

### **Executive Session**

***The Board recessed for executive session at 10:33 a.m.***

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, §552.133, and §552.1331 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 risk management, contracts, and strategies, customer billing, 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);
- (iv) info collected as part of an advanced metering system for usage, services, and billing, including amounts billed or collected for utility usage

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

- (i) legal advice regarding issues herein listed on the agenda;
- (ii) legal advice and counsel regarding contemplated litigation matters;
- (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
- (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 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.
- (vi) *Oncor Electric Delivery Company, LLC v. City of Lubbock and Lubbock Power and Light*, Cause No. DD-1-GN-26-000237, proceeding in the 98<sup>th</sup> District Court Travis County, Austin, Texas.

### **Open Session**

***The Board reconvened in open session at 11:13 a.m.***

6. Approve the minutes from the Regular Electric Utility Board meeting held on December 18, 2025.

***Board Member Dr. Rhyne made a motion to approve the minutes with no corrections, which was seconded by Board member Dr. Solomon Fields. The Board approved the minutes with a vote of 7-0.***

7. 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 reminded the Board of the strategic retreat meeting set for February 9, 2026, and discussed the impact of winter weather on reliability and operability. Mr. Ivy also informed Board that Engineering Manager Luke Miller will be leaving to take a new position.***

8. 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, customer metering, tariff and billing, service and administrative issues, and risk management information including rates.

***Director of Financial Planning and Analysis Daniel Garcia discussed the Distribution Revenue Load Impacts from the mild winter load as well as changes to capital projects to offset the decreased revenue. Director of Finance Kacey Johnson presented LP&L's November financial statements.***

9. Consider a resolution naming a training facility in honor of former EUB Chair Gwen C. Stafford.

***Chair Davis read the resolution aloud and remarks were made by Secretary Gwen Stafford and Dr. Ramirez. Board member Thomas Parker made a motion to approve the resolution, which was seconded by Board member Mike Stevens. The resolution passed by vote of 7-0.***

10. Consider a resolution approving and recommending to the City Council authorizing the Chief Administrative Officer or his designee to execute a fourth Amendment to Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, with ITRON for Network Performance Monitoring

Services - Annual Pricing under Itron Master Sales Agreement to increase the current not-to-exceed of \$168,855.30 by \$7,605.56 to 176,460.86.

***Chief Operating Officer Blair McGinnis presented the resolution. A motion to approve was made by Mrs. Stafford and was seconded by Dr. Ramirez. The resolution passed by vote of 7-0.***

11. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute Public Works Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and 5 Star Electric, LLC, Request for Proposal (RFP) 7104-26-ELD, LP&L I-27 & 42nd Street Reconductor Construction Services. This project for \$312,286.35 with a 42-calendar days completion time is for the replacement of existing parallel 4/0 ACSR conductor, structures, and installation of 477 ACSR conductor on an energized 23kV primary distribution line.

***Purchasing Manager Felix Orta presented this resolution. A motion to approve was made by Dr. Ramirez and seconded by Dr. Fields. The resolution passed by vote of 7-0.***

### **Consent**

***Mr. Davis asked for a motion to approve the items 12-25 on the consent agenda.***

***Dr. Fields made a motion that was seconded by Mr. Parker and was passed by a vote of 7-0 to approve consent items.***

12. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Contract to Deerwood Construction Inc., Request for Proposal (RFP) RFP 7106-26-ELD - LPL Joint Trenching and Boring Bonded Services – Annual Pricing for an estimated annual cost of \$701,800.50 for 1-year annual renewal option for up to 4 additional years.

13. Consider a resolution rejecting all bids for Request for Proposal (RFP) 7107-26-ELD - LPL Trenching and Boring Small Job Services - Annual Pricing. With the award of RFP 7106-26-ELD - LPL Joint Trenching and Boring Bonded Services – Annual Pricing, the services requested under this bid are no longer needed.

14. Consider a resolution authorizing the Purchasing Manager or his designee to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light and Sherman + Reilly, Inc., for \$110,552.00 with a delivery of 120 days, Invitation to Bid (ITB) 7109-26-ELD - LP&L Wire Tensioner. This bid is for a single reel wire tensioner as approved in the FY 2025-26 Capital Program budget.

15. Consider a resolution authorizing the Purchasing Manager or his designee to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light and Malta Dynamics, LLC., for \$107,052.92 with a delivery of 35 days, Invitation to Bid (ITB) 7110-26-ELD - LP&L Mobile Fall Arrest Equipment. This bid is for a road-towable mobile fall protection anchor system as approved in the FY 2025-26 Capital Program budget.

*1:00 p.m. – Approximately - Following completion of the Open Session, the Electric Utility Board will end open session to attend a ribbon cutting ceremony located at 1026 N. Indiana Ave Lubbock, TX 79415 in honor of former Chair Gwen Stafford. There will be no official business discussed or action taken at this event, however, it is anticipated that a quorum of the Board will be present. The scheduled time is an approximation, and the Board may be at the ceremony earlier or later depending on when the Open Session discussion is complete.*

***The ceremony was postponed due to the weather.***

16. Adjourn.

***Mr. Davis adjourned the meeting at 11:36 a.m.***

Prepared by:

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Gwen Stafford, Secretary

Approved by:

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Butch Davis, Chair



Lubbock Power &amp; Light

## Agenda Item #8/November Financial Presentation

1/28/26



## Balance Sheet and Cash Flows– November (Pages 35-36 and 38)

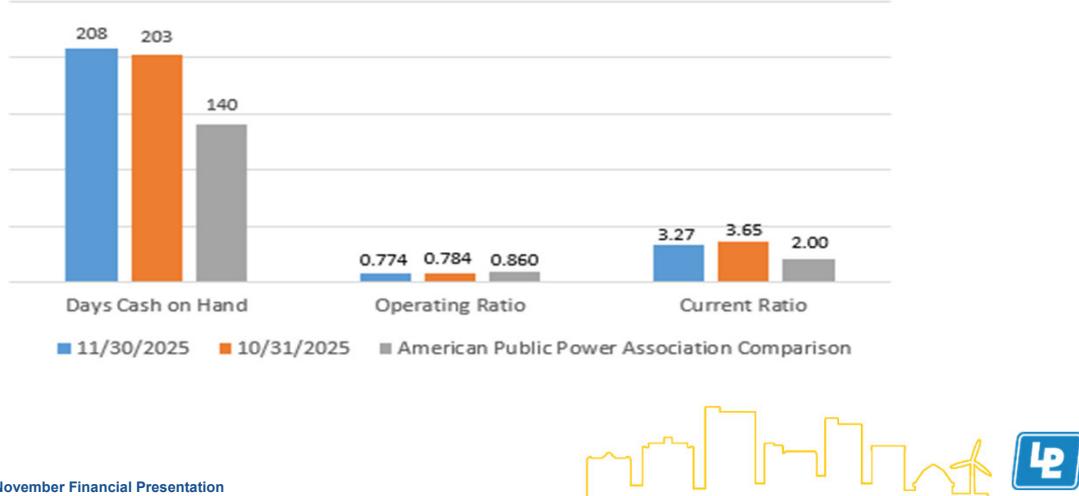
	November 2025	October 2025	Variance		November 2025	November FYTD
<b>ASSETS</b>						
Current assets:				<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Pooled cash and cash equivalents	\$ 102,217,040	\$ 99,273,039	\$ 2,944,001	Receipts from customers	\$ 10,642,749	\$ 27,398,102
Receivables-MTM	24,695,781	23,234,176	1,461,605	(1,656,098)	(7,402,231)	
Interest Receivable		-	-	Payments to suppliers	(2,598,939)	(5,452,659)
Other Current Assets	4,105,309	4,289,422	(184,113)	Payments to employees	(1,201,307)	(2,635,123)
Total current assets	<u>131,018,130</u>	<u>126,796,637</u>	<u>4,221,493</u>	Other receipts (payments)	<u>5,186,405</u>	<u>11,908,090</u>
Noncurrent assets:				Net cash provided (used) by operating activities		
Total capital assets	<u>634,959,279</u>	<u>634,307,760</u>	<u>651,519</u>			
Total noncurrent assets	<u>680,689,102</u>	<u>679,858,471</u>	<u>830,631</u>			
Total Assets	<u>\$ 811,707,232</u>	<u>\$ 806,655,108</u>	<u>\$ 5,052,124</u>			
<b>LIABILITIES</b>						
Current liabilities:				<b>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Accounts payable	\$ 9,274,366	\$ 7,557,213	1,717,153	Net cash provided (used) by noncapital and related financing activities	<u>90,869</u>	<u>181,739</u>
Accrued interest payable	2,543,989	888,780	1,655,209			
Other Liabilities	8,077,789	6,206,718	1,871,071			
Bonds payable	20,135,000	20,135,000	-			
Total current liabilities	<u>40,031,144</u>	<u>34,787,711</u>	<u>5,243,433</u>			
Noncurrent liabilities:				<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Total noncurrent liabilities	<u>519,849,278</u>	<u>519,849,278</u>	<u>-</u>	Net cash provided (used) for capital and related financing activities	<u>(2,632,631)</u>	<u>(14,663,120)</u>
Total Liabilities	<u>\$ 559,880,422</u>	<u>\$ 554,636,989</u>	<u>\$ 5,243,433</u>			
Total Net Position	<u>\$ 251,652,413</u>	<u>\$ 251,843,722</u>	<u>\$ (191,309)</u>	<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
				Net cash provided (used) by investing activities	<u>299,357</u>	<u>1,219,562</u>
				Net increase (decrease) in cash and cash equivalents	<u>2,944,001</u>	<u>(1,353,730)</u>
				Cash and cash equivalents - beginning of period	<u>99,273,039</u>	<u>103,570,770</u>
				Cash and cash equivalents - end of period	<u>102,217,040</u>	<u>102,217,040</u>

Agenda Item #8/November Financial Presentation



## Financial Ratios- November (Page 21)

Financial Ratios



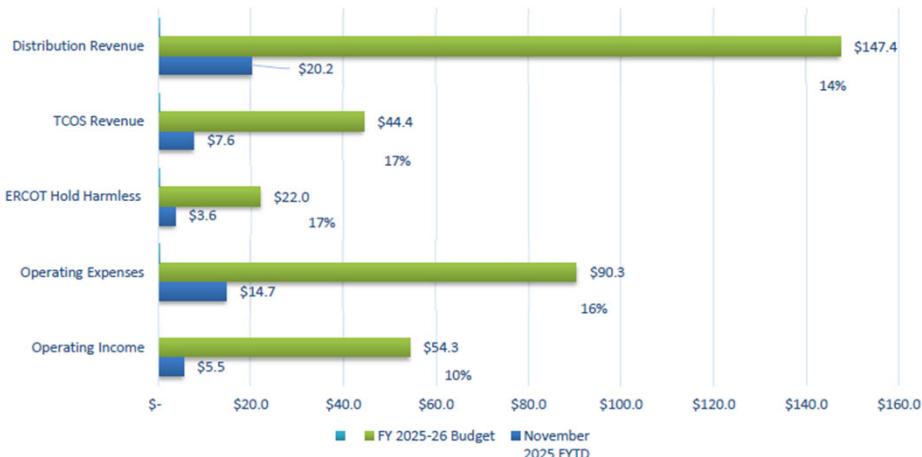
## Income Statement- November (Page 37)

	November 2025	November 2025 Budget	November 2025 FYTD	FY 2025-26 Budget
<b>OPERATING REVENUES</b>				
Distribution Revenue	\$ 10,114,151	\$ 9,828,037	\$ 20,161,088	\$ 147,353,434
TCOS Revenue	3,804,629	3,703,072	7,609,259	44,436,858
ERCOT Hold Harmless	(1,820,207)	(1,833,333)	(3,640,651)	(22,000,000)
Provision for bad debts	5,781	-	14,482	-
Total Operating Revenues	12,104,353	11,697,776	24,144,178	169,790,292
<b>OPERATING EXPENSES</b>				
Operating Expenses	7,262,194	7,522,621	14,714,233	90,271,453
Depreciation and amortization	1,983,043	2,100,000	3,966,159	25,200,000
Total Operating Expenses	9,245,237	9,622,621	18,680,392	115,471,453
Operating income	2,859,117	2,075,155	5,463,785	54,318,839

Agenda Item #8/November Financial Presentation

## Budget to Actuals – November (Page 47)

Budget vs Actuals (in millions)



Agenda Item #8/November Financial Presentation



Lubbock Power & Light

Questions?



**ELECTRIC UTILITY BOARD  
SPECIAL MEETING  
Minutes  
February 4, 2026  
2:00 P.M.**

**OPEN SESSION:**  
**Gwen C. Stafford Training Center  
1026 N Indiana Ave  
Lubbock, Texas 79415**

**Open Session**

1. Call to Order (if quorum present).

*Vice Chair Eddie Schulz called the Board to order at 2:00 p.m.*

2. Electric Utility Board will attend and participate in a ribbon cutting ceremony naming a new training facility dedicated to the growth, safety, and excellence of Lubbock Power and Light's linemen in honor of previous Board Chair Gwen C. Stafford. The ceremony will be held at 1026 N. Indiana Ave Lubbock, Texas, 79415. Immediately following there will be a small reception in her honor. No official action will be taken by the Board at this meeting.

*The Electric Utility Board attended a ceremony recognizing the naming of the training facility in honor of Gwen Stafford. The event was held to commemorate and celebrate Ms. Stafford's contributions, and was attended by Board members, staff, family, and friends.*

*The Board's participation was limited to attendance at the ceremonial recognition, and no legal action or official action was taken by the Board in connection with this event.*

3. Adjourn (if quorum present).

*A quorum of the board was lost at 2:33 p.m.*

Prepared by:

Approved by:

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Gwen Stafford, Secretary

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Butch Davis, Chair

**EUB Board Members:**

Eddie Schulz, Vice Chair  
 Gwen Stafford, Secretary  
 Dr. Solomon Fields  
 Dr. Craig Rhyne  
 Rhea Hill  
 Thomas Parker

Nick Frazier  
 Alex Marchant  
 Anival Pando  
 Josh Alexander  
 Johnny Cathey  
 Steven Haden  
 Agapito Valero  
 Brady Anderson  
 Brad Harrison  
 Austin Huskey  
 Tanner Arthur  
 Matt Burns  
 Jorge Romo  
 Austin Conley  
 Victor Nunez  
 Bryce Chapa  
 Julian Flores  
 Colin Faehn  
 Johnny Gonzales  
 Chase Jackson  
 Nick Forbes

**LPL staff in attendance of the ceremony:**

Joel Ivy  
 Keli Swan  
 Beatrice Duenez  
 Tamara Randles  
 Matt Rose  
 Chris Sims  
 Harvey Hall  
 Luke Miller  
 Coy Kirk  
 Kody Morris  
 Clint Gardner  
 Skylar Borunda  
 Jeff Baker  
 Megan Moniz  
 Camille Powe  
 Amy Day  
 Michael Winegeart  
 Jesse Salas  
 Blair McGinnis  
 Cheyenne Goodman  
 Felix Orta  
 Katy Tumlinson  
 Eric Garza  
 Jenny Taylor  
 Lenora Lujan  
 Ronny Smith  
 Luis Salinas  
 Jerry Prestridge  
 Briton Garza  
 Jonathan Hernandez  
 Michael Coomer  
 Josh Romo

**City Council:**

Christy Martinez- Garcia  
 Tim Collins

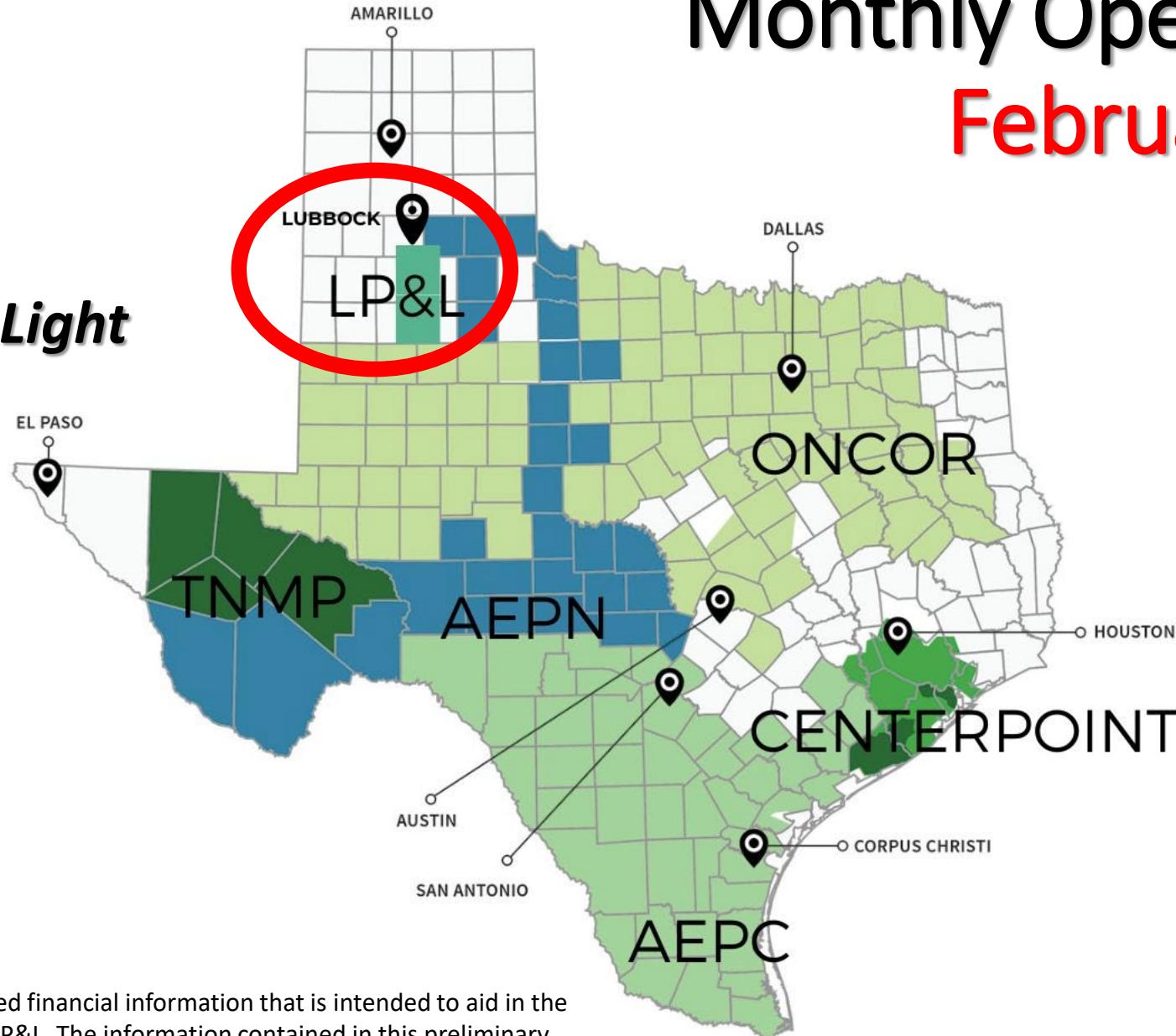
# Monthly Operational Report

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## February 2026



**Lubbock  
Power & Light**



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

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**Safety Performance**

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**Operations and Maintenance Summary**

**Transmission & Distribution Performance**

**Customer Service Performance**

**Public Affairs Summary**

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

## 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
December	0.860	0.765	<span style="color: green;">●</span>	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
December	2.00	3.27	<span style="color: green;">●</span>	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)
December	140	214	<span style="color: green;">●</span>	Number of days operating expenses can be covered by current cash on hand. A higher number is better.
Debt/Total Asset (%)	Goal	Actual	Status	Debt/Total Assets = Total Debt / Total Assets
1st Quarter	55%	62%	<span style="color: yellow;">○</span>	% of Debt to Total Assets. A lower number is better.
Debt Service Coverage Ratio	Goal	Actual	Status	Debt Service Coverage = Operating Income + Interest Income / Total Debt Service
1st Quarter	2.00	1.61	<span style="color: green;">●</span>	Amount of free cash available for every \$1 of Debt Service payment.
Reserve to Reserve Requirement %	Goal	Actual	Status	Reserve on hand as a Percentage of Reserve Requirement
1st Quarter	100%	238%	<span style="color: green;">●</span>	This metric shows our current status on meeting reserve requirements for FY 2023-24

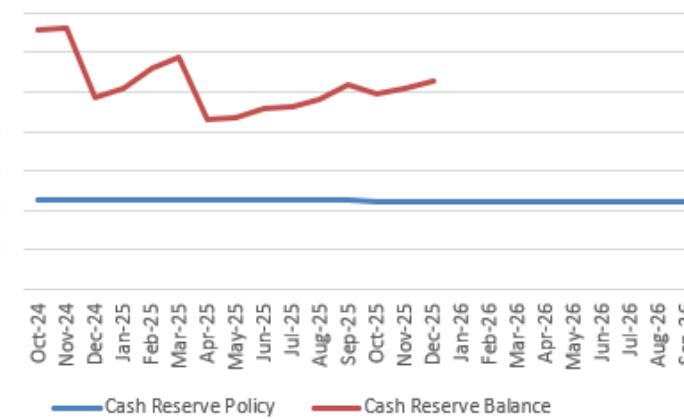
# LP&L's Financial Performance Summary

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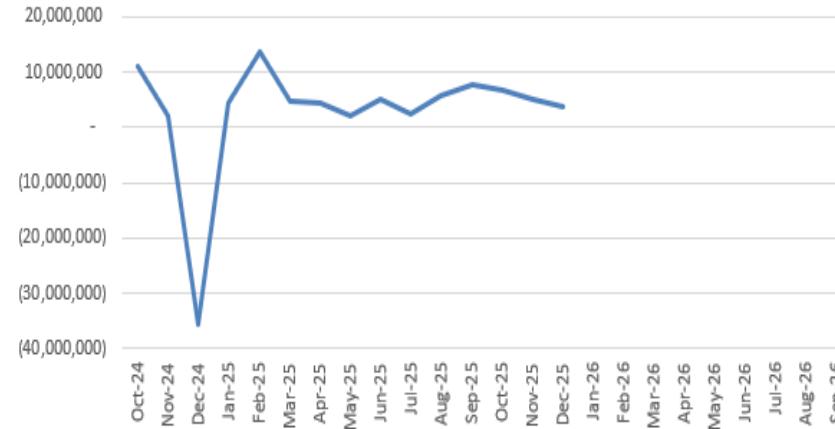
Monthly Operating Income



Cash Reserve Balance



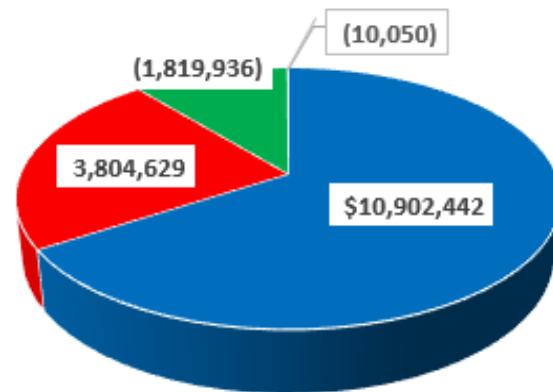
Monthly Operating Cashflow



## Headlines:

- Monthly Operating Income
  - December 25- We have a slight decrease in operating income over last year due to lower revenues and increased expenses
- Cash Reserve Balance
  - We see a slight increase in our cash reserve from last month due to a increase in payments from REPs and a decrease in capital spending
- Monthly Operating Cash Flow
  - We see a slight decrease in operating cash flow from November, due to November and December TCOS expenses being paid out in December

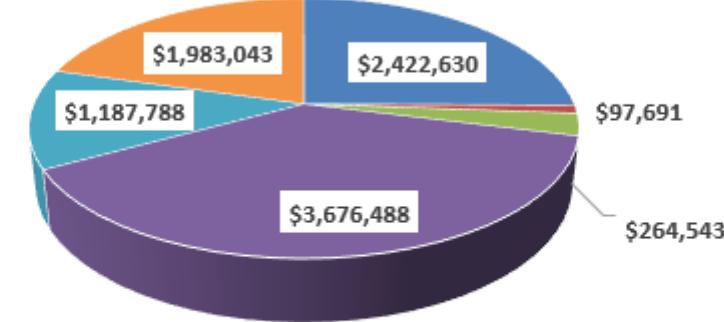
## Income Statement- Operating Revenue-\$12,877,084



- Distribution Revenue
- ERCOT Hold Harmless

- TCOS Revenue
- Provision for bad debts

## Income Statement-Operating Expense-\$9,632,183

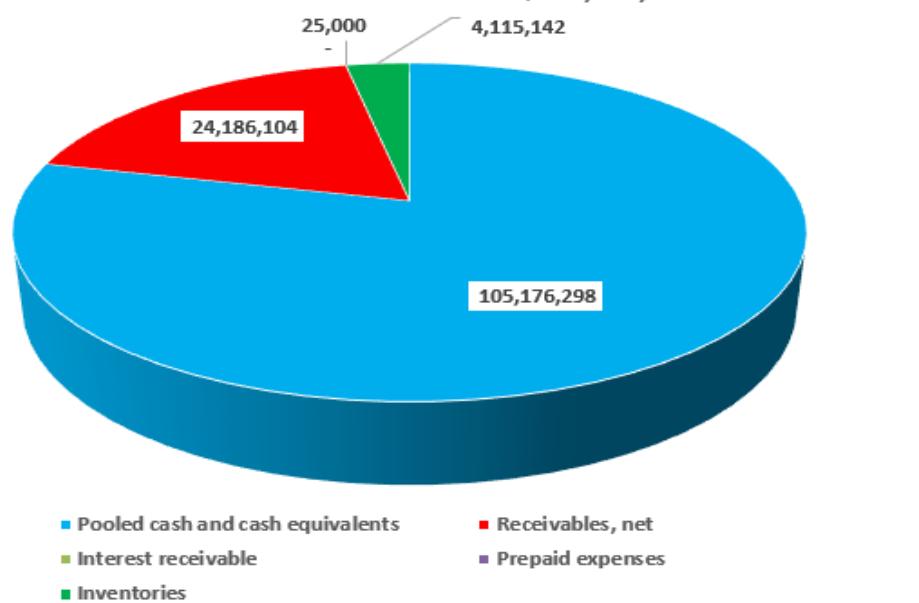


- Personal services
- Distribution Revenue
- Depreciation and amortization
- Maintenance
- Other services and charges
- Supplies
- Transmission Costs

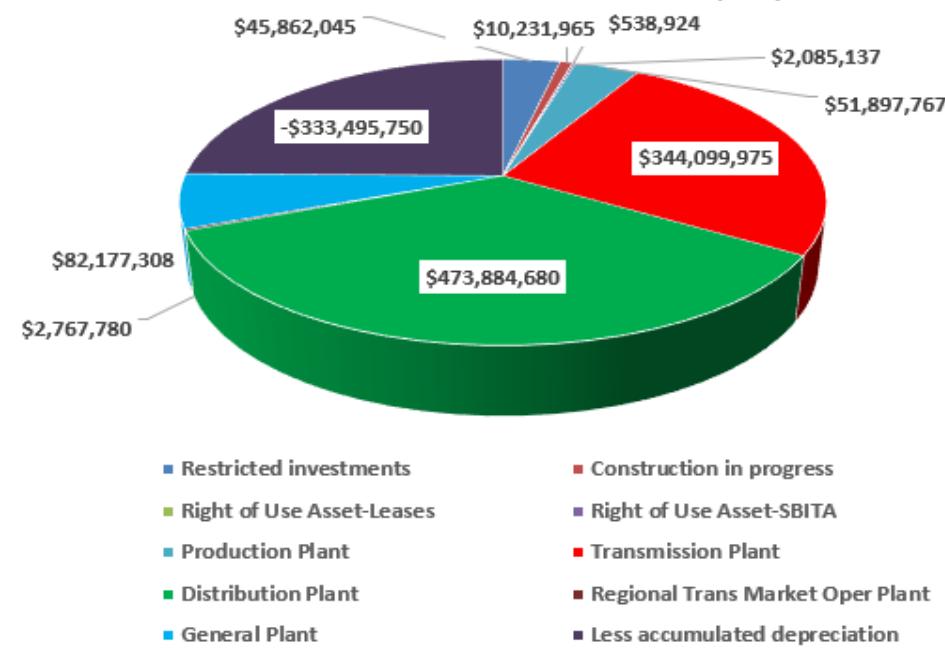
## Budget vs Actuals (in millions)



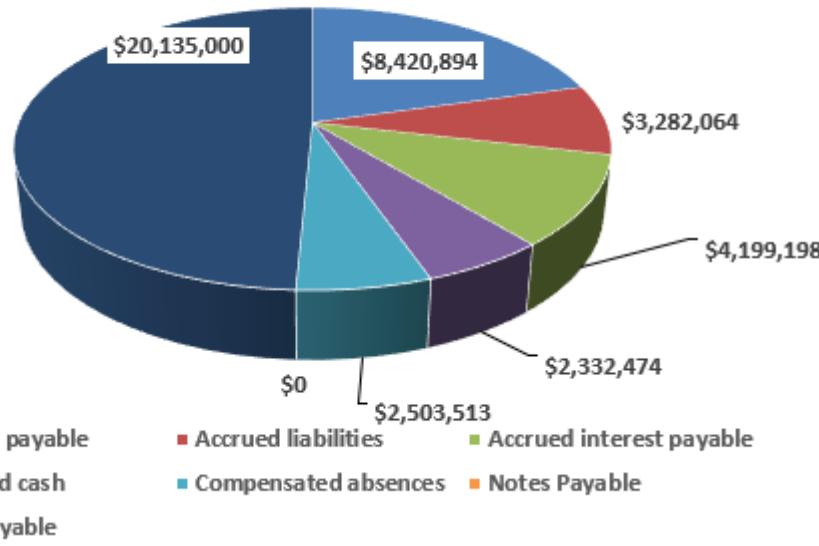
## Balance Sheet - Current Assets-\$133,502,543



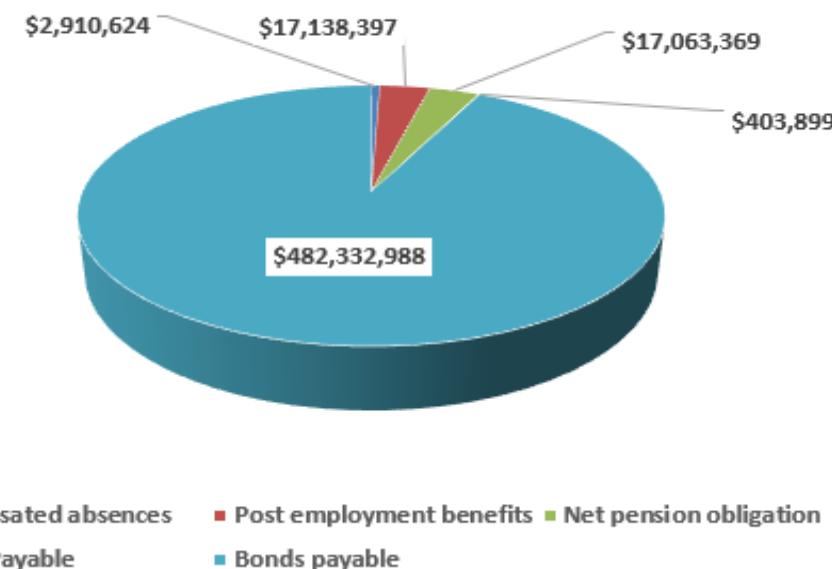
## Balance Sheet - Non-Current Assets-\$680,049,830



## Balance Sheet - Current Liabilities-\$40,873,143

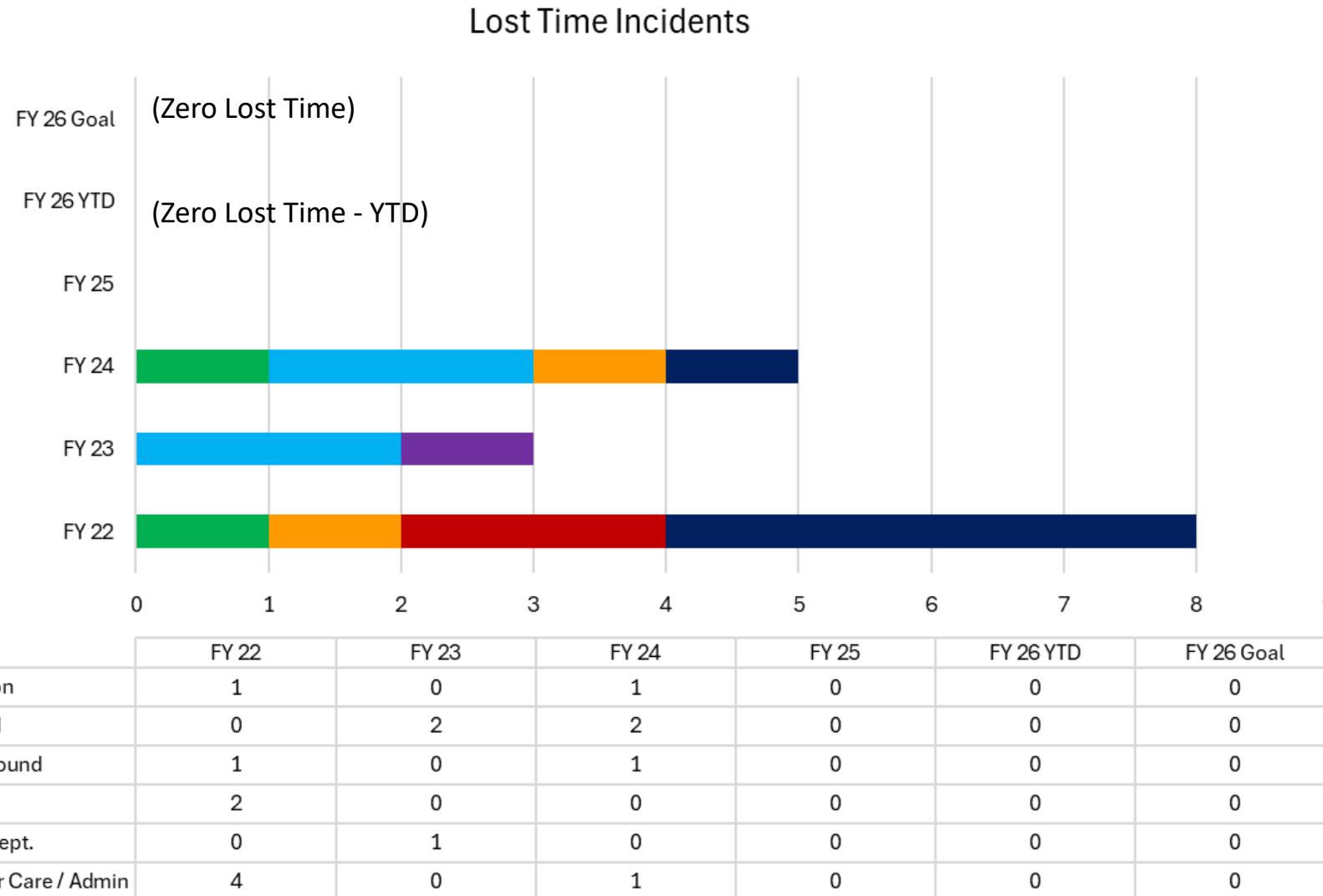


## Balance Sheet- Non-Current Liabilities-\$519,849,278



# LP&L's Operational Performance - Safety

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## Culture of Zero

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

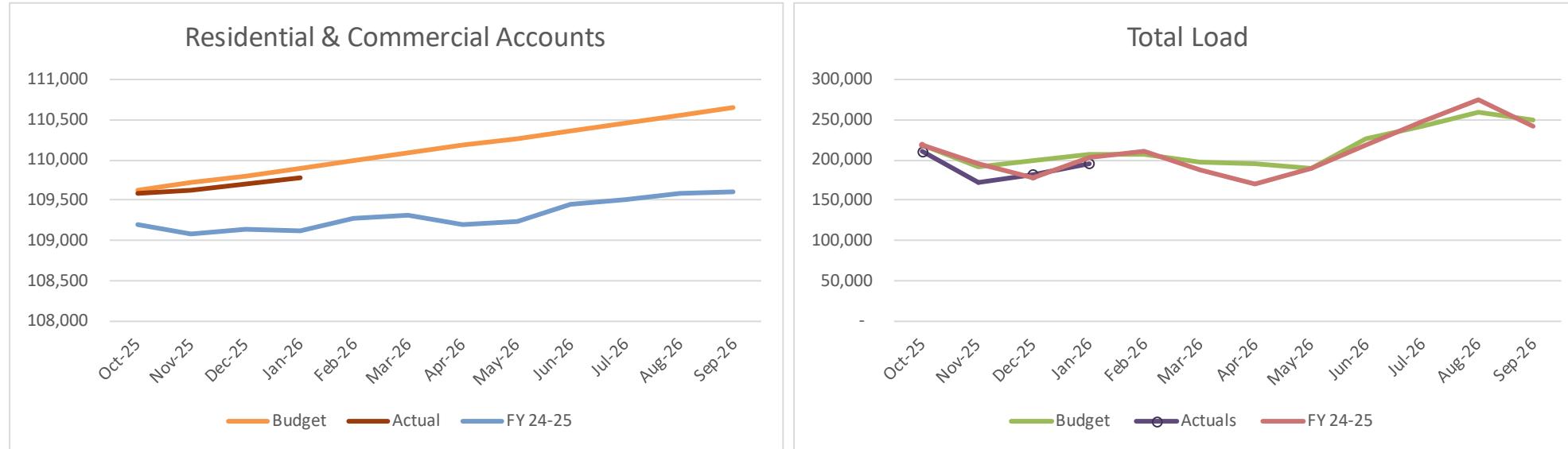
Our goal for safety centers on 0 (zero) lost time incidents. While this goal seems lofty, we must stay focused on providing a safe and healthy workplace for our employees.

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

	Appropriation To Date	FY 2025-26 EXPENDITURES & COMMITMENTS				
		Budget	Expenditures & Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
Substation Projects	31,897,000	33,950,000	887,765	33,062,235	97.39	2.61
Transmission Projects	31,897,000	31,897,000	550,379	31,346,621	98.27	1.73
Distribution Projects	11,468,273	4,406,000	45,663	4,318,007	61.53	38.47
Annual Projects	75,838,916	11,940,000	1,668,104	11,502,011	68.14	31.86
Dispatch/GIS/SCADA	10,517,000	5,000,000	-	5,000,000	78.91	21.09
Other	2,251,000	2,141,000	849,577	1,360,268	99.02	0.98
<b>Grand Total</b>	<b>\$ 163,869,189</b>	<b>\$ 89,334,000</b>	<b>\$ 4,001,489</b>	<b>\$ 86,589,142</b>	<b>96.93</b>	<b>3.07</b>

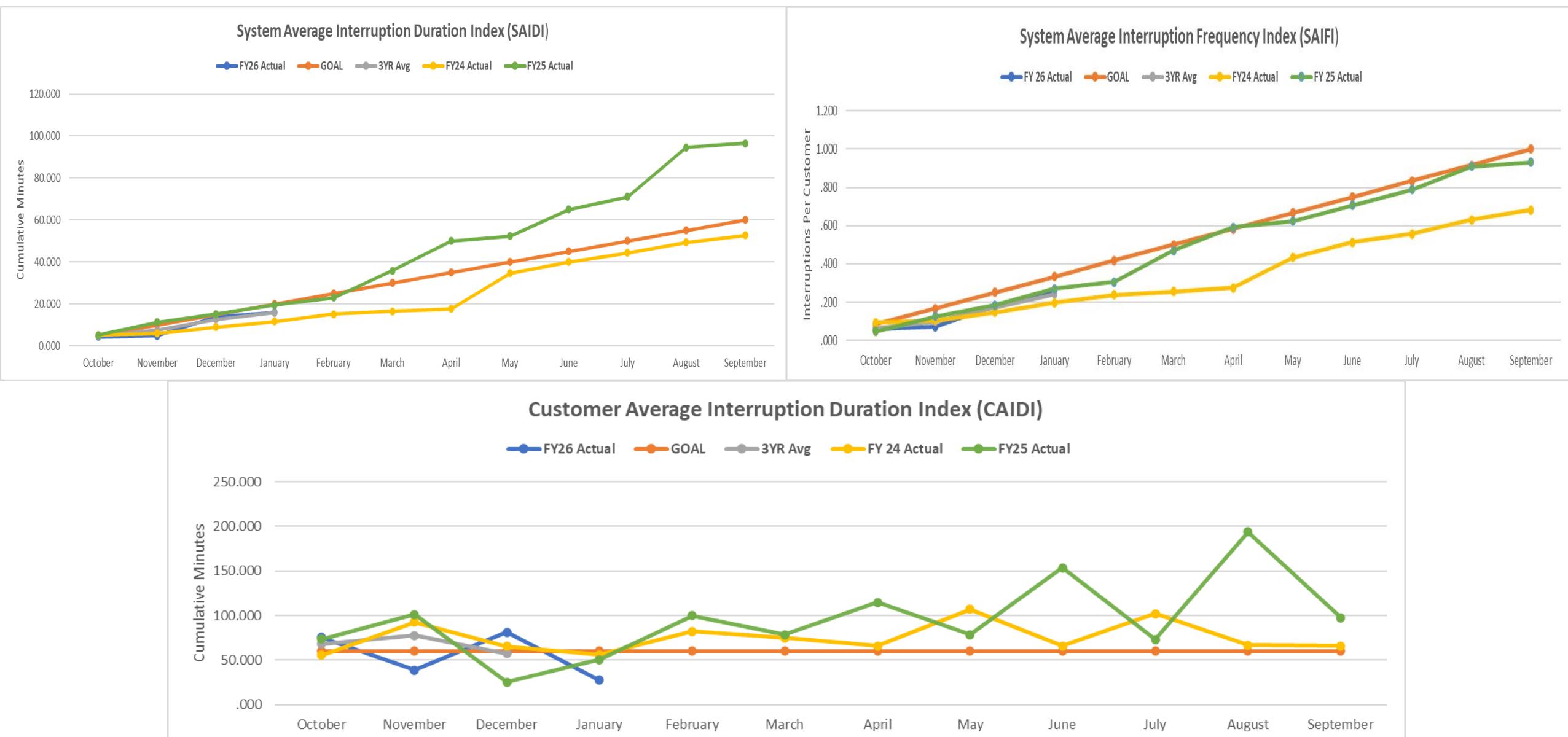
# LP&L's Customers and Load Summary - January

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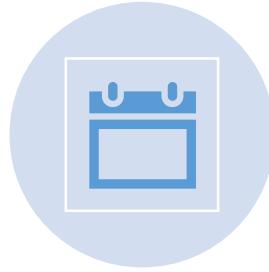


	January				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
<b>Total Load(MWh)</b>								
Residential	72,325	83,065	(10,740)	-12.9%	277,821	325,894	(48,073)	-14.8%
Commercial & Industrial	122,366	124,024	(1,659)	-1.3%	481,438	491,838	(10,400)	-2.1%
Total	194,690	207,089	(12,399)	-6.0%	759,259	817,732	(58,472)	-7.2%
<b>Average Usage (kwh)</b>								
Residential	761	873	(112)	-12.8%	2,927	3,427	(500)	-14.6%
Commercial & Industrial	8,280	8,383	(103)	-1.2%	32,612	33,245	(633)	-1.9%
Total	9,042	9,257	(215)	-2.3%	35,540	36,672	(1,132)	-3.1%

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



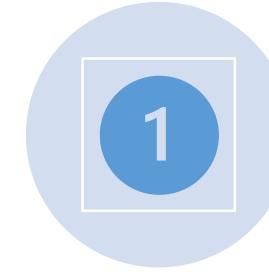
# LP&L's Customer Service Performance: Market Operations - January



REPORT DAY:  
2026-02-01



INSTALLED  
METERS: 111,621



ONE DAY READ  
RATE: 99.56

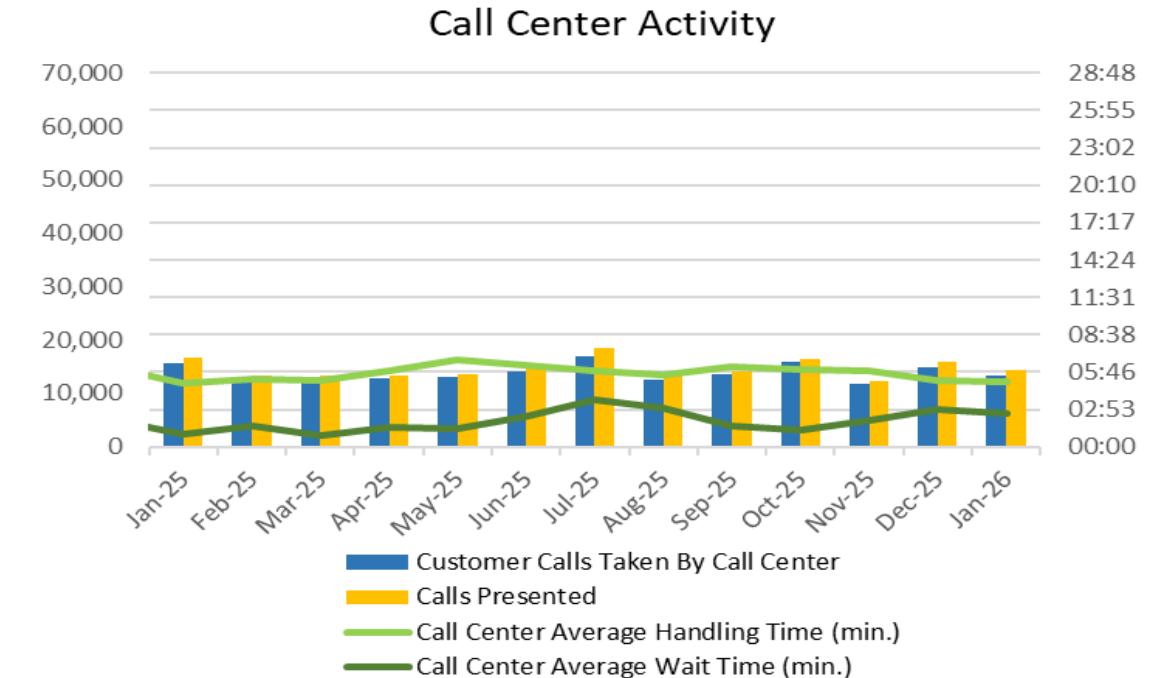
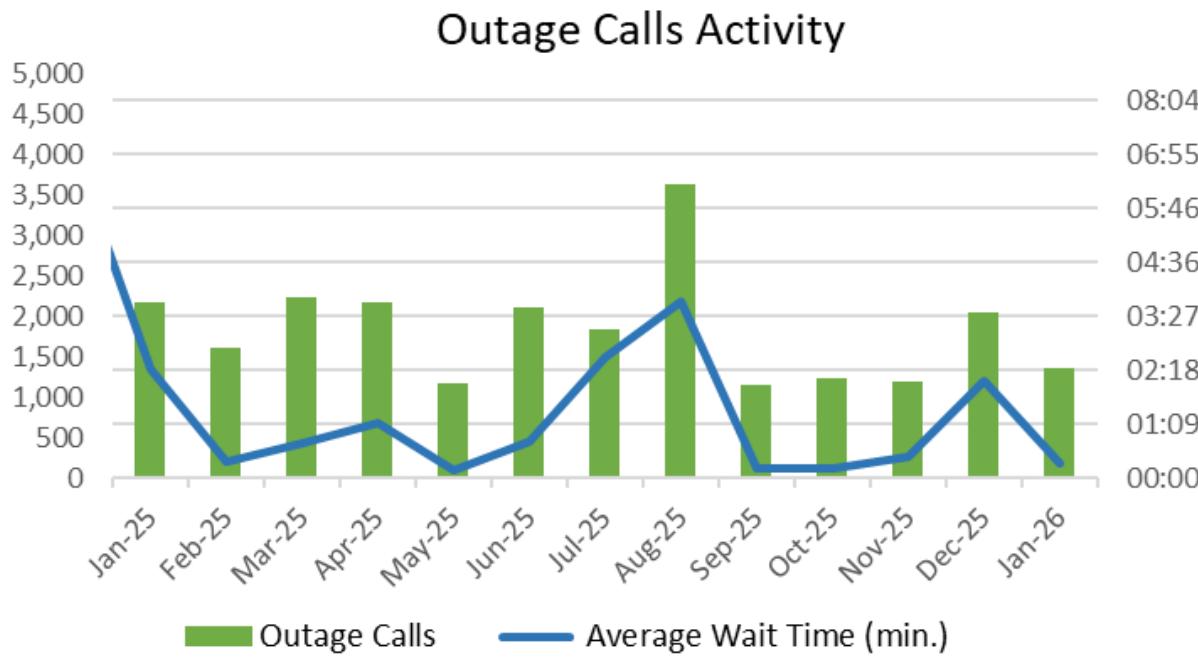


THREE DAY READ  
RATE: 99.88

## 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 - January



# PUBLIC AFFAIRS UPDATE

## State Legislature

- Beginning to see interim charges filed; still waiting for Governor's appointment for final PUC seat

## Regulatory

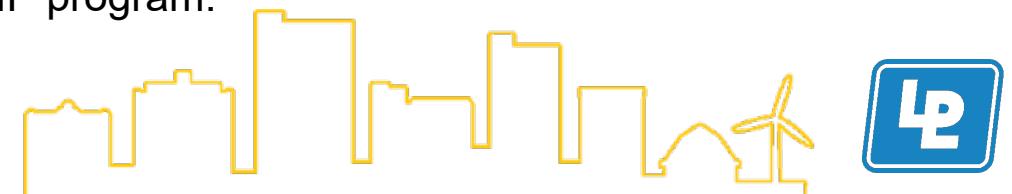
- Closely watching relevant TCOS filings, rulings, and court decisions.
- Working with ERCOT stakeholder groups as they study feasibility of West Loop connection
- Beginning planning for the American Public Power Association (APPA) Legislative Roundup in February

## Communication Updates

- Ribbon cutting for the new training yard facility Feb. 4
- Launched safety social campaign for February
- Planning for LP&L's 110<sup>th</sup> anniversary campaign launch (March)
- Continuing to create original content (Feel Good Fridays)

## Opportunities

- Content and media outreach for training yard facility opening
- New scholarships announcements
- Plenty Power assets (activity booklets, videos, etc.)
- Future communications on rates, debt reduction, and long-term CIP program.
- Additional Plugged In stories (business spotlights)



# MARCH 2026

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10 <b>City Council Meeting</b>	11	12	13	14
15	16	17 <b>EUB Meeting</b>	18	19	20	21
22	23	24 <b>City Council Meeting</b>	25	26	27	28
29	30	31	1	2	3	4

Holidays and Observances: St. Patrick's Day (17)

**Lubbock Power and Light**  
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**Statements of Net Position**  
**December 31, 2025**

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	<b>December 2025</b>	<b>September 2025</b>	<b>Variance</b>
<b>ASSETS</b>			
Current assets:			
Pooled cash and cash equivalents	105,176,298	103,570,770	1,605,528
Receivables, net	24,186,104	27,949,705	(3,763,601)
Interest receivable	-	703,562	(703,562)
Prepaid expenses	25,000	25,000	-
Inventories	4,115,142	3,478,707	636,435
Total current assets	<u>133,502,543</u>	<u>135,727,744</u>	<u>(2,225,201)</u>
Noncurrent assets:			
Restricted investments	45,862,045	45,253,859	608,186
	<u>45,862,045</u>	<u>45,253,859</u>	<u>608,186</u>
Capital assets:			
Construction in progress	10,231,965	4,151,515	6,080,450
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	473,884,680	473,857,981	26,699
Regional Trans Market Oper Plant	2,767,780	2,767,780	-
General Plant	82,177,308	82,177,308	-
Less accumulated depreciation	(333,495,750)	(327,546,548)	(5,949,202)
Total capital assets	<u>634,187,786</u>	<u>634,049,278</u>	<u>138,508</u>
Total noncurrent assets	<u>680,049,830</u>	<u>679,303,137</u>	<u>746,693</u>
Total Assets	<u><u>\$ 813,552,374</u></u>	<u><u>\$ 815,030,881</u></u>	<u><u>\$ (1,478,508)</u></u>
 <b>DEFERRED OUTFLOWS OF RESOURCES</b>			
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	<u><u>\$ 10,436,978</u></u>	<u><u>\$ 10,436,978</u></u>	<u><u>\$ -</u></u>

**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	<u><u>\$ 10,436,978</u></u>	<u><u>\$ 10,436,978</u></u>	<u><u>\$ -</u></u>

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**December 31, 2025**

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	<b>December 2025</b>	<b>September 2025</b>	<b>Variance</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	\$ 8,420,894	\$ 6,761,527	1,659,367
Accrued liabilities	3,282,064	4,309,809	(1,027,745)
Accrued interest payable	4,199,198	9,021,412	(4,822,214)
Unapplied cash	2,332,474	1,316,360	1,016,114
Compensated absences	2,503,513	2,503,513	-
Notes Payable	-	-	-
Bonds payable	<u>20,135,000</u>	<u>20,135,000</u>	-
Total current liabilities	<u>40,873,143</u>	<u>44,047,621</u>	<u>(3,174,477)</u>
Noncurrent liabilities:			
Compensated absences	2,910,624	2,910,624	-
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	<u>482,332,988</u>	<u>482,332,988</u>	-
Total noncurrent liabilities	<u>519,849,278</u>	<u>519,849,278</u>	-
Total Liabilities	<u><u>\$ 560,722,421</u></u>	<u><u>\$ 563,896,899</u></u>	<u><u>\$ (3,174,478)</u></u>
<b>DEFERRED INFLOWS OF RESOURCES</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	<u><u>\$ 10,611,375</u></u>	<u><u>\$ 10,611,375</u></u>	<u><u>\$ -</u></u>
<b>NET POSITION</b>			
Net investment in capital assets	\$ 148,752,939	\$ 148,637,490	\$ 115,449
Restricted for:			
Debt Service	28,425,004	27,722,446	702,558
Unrestricted	75,477,612	74,599,649	877,963
Total Net Position	<u><u>\$ 252,655,555</u></u>	<u><u>\$ 250,959,585</u></u>	<u><u>\$ 1,695,970</u></u>

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	<b>December 2025</b>	<b>December 2024</b>	<b>December 2025 FYTD</b>	<b>December 2024 FYTD</b>
<b><u>OPERATING REVENUES</u></b>				
Distribution Revenue	\$ 10,902,442	\$ 10,942,842	\$ 31,063,530	\$ 31,387,230
TCOS Revenue	3,804,629	3,979,074	11,413,888	11,945,371
ERCOT Hold Harmless	(1,819,936)	(1,820,444)	(5,460,587)	(5,465,794)
Provision for bad debts	(10,050)	95,036	4,432	272,575
Total Operating Revenues	<u>12,877,084</u>	<u>13,196,509</u>	<u>37,021,262</u>	<u>38,139,383</u>
<b><u>OPERATING EXPENSES</u></b>				
Personal services	2,422,630	2,112,912	7,875,289	7,475,285
Supplies	97,691	95,657	395,559	398,070
Maintenance	264,543	247,872	870,146	1,060,409
Transmission Costs	3,676,488	3,407,176	11,009,557	10,037,906
Other services and charges	1,187,788	1,443,048	2,212,822	3,617,542
Depreciation and amortization	1,983,043	2,147,004	5,949,202	6,441,716
Total Operating Expenses	<u>9,632,183</u>	<u>9,453,668</u>	<u>28,312,576</u>	<u>29,030,928</u>
Operating income	<u>3,244,902</u>	<u>3,742,840</u>	<u>8,708,687</u>	<u>9,108,455</u>
<b><u>NON-OPERATING REVENUES (EXPENSES)</u></b>				
Interest income	481,943	605,740	1,473,906	1,890,432
Disposition of assets	3,861	1,531,934	5,792	1,548,590
Miscellaneous	(1,163,226)	(1,327,311)	(3,798,346)	(6,415,389)
Interest expense on bonds	8,132,632	(1,766,728)	(4,966,677)	(5,301,384)
Total Non-Operating Revenues (Expenses)	<u>7,455,210</u>	<u>(956,365)</u>	<u>(7,285,325)</u>	<u>(8,277,752)</u>
Income(Expenses) before contributions and transfers	<u>10,700,112</u>	<u>2,786,475</u>	<u>1,423,362</u>	<u>830,703</u>
Transfers (In)	90,869	90,411	272,608	271,233
Transfers (Out)	-	(263,278)	-	(789,835)
Transfers, net	<u>90,869</u>	<u>(172,867)</u>	<u>272,608</u>	<u>(518,602)</u>
Change in Net Position	<u>\$ 10,790,981</u>	<u>\$ 2,613,608</u>	<u>\$ 1,695,970</u>	<u>\$ 312,101</u>
Net Position - beginning			\$ 250,959,585	\$ 235,592,974
Net position, ending			<u>\$ 252,655,555</u>	<u>\$ 235,905,075</u>

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	<b>December 2025</b>	<b>December 2025 FYTD</b>
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Receipts from customers	\$ 13,386,761	\$ 40,784,864
Payments to suppliers	(6,074,552)	(13,476,783)
Payments to employees	(2,422,630)	(7,875,289)
Other receipts (payments)	(1,163,226)	(3,798,346)
Net cash provided (used) by operating activities	<u>3,726,354</u>	<u>15,634,446</u>
<b><u>CASH FLOWS FROM NONCAPITAL AND RELATED</u></b>		
<b><u>FINANCING ACTIVITIES</u></b>		
Transfers in from other funds	90,869	272,608
Transfers out to other funds	-	-
Net cash provided (used) by noncapital and related financing activities	<u>90,869</u>	<u>272,608</u>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED</u></b>		
<b><u>FINANCING ACTIVITIES</u></b>		
Payments for gas reserves		
Purchases of capital assets	(1,211,549)	(6,087,710)
Sale of capital assets	3,861	5,792
Principal paid on bonds	-	-
Issuance of bonds	-	-
Bond issuance costs	-	-
Interest paid on bonds and capital leases	-	(9,788,891)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(1,207,688)</u>	<u>(15,870,809)</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Sale (Purchase) of investments	(132,220)	(608,186)
Interest earnings on cash and investments	<u>481,943</u>	<u>2,177,468</u>
Net cash provided (used) by investing activities	<u>349,723</u>	<u>1,569,282</u>
Net increase (decrease) in cash and cash equivalents	2,959,258	1,605,528
Cash and cash equivalents - beginning of period	102,217,040	103,570,770
Cash and cash equivalents - end of period	<u>105,176,298</u>	<u>105,176,298</u>
<b><u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u></b>		
Operating income (loss)	3,244,902	8,708,687
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,983,043	5,949,202
Other income (expense)	(1,163,226)	(3,798,346)
Change in current assets and liabilities:		
Accounts receivable	509,677	3,763,601
Deferred Expenses - PPRF	-	-
Inventory	(34,832)	(636,435)
Prepaid expenses	-	-
Due from other governments	-	-
Accounts payable	(853,471)	1,659,367
Deferred Revenues - PPRF	-	-
Hold Harmless Payment	-	-
Due to (from) related party	-	-
Accrued liabilities	(19,883)	(1,027,745)
Customer deposits	60,145	1,016,114
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>3,726,355</u>	<u>15,634,445</u>

	<b>FYTD Dec 2025</b>	<b>Annual Budget</b>	<b>Variance</b>	<b>% of Budget Realized</b>
<b>FUNDING SOURCES</b>				
Interest earnings	\$ 1,473,906	\$ 1,635,150	\$ (161,244)	90.14%
Rentals and recoveries	-	192,316	(192,316)	0.00%
Sale of equipment/recycle scrap	5,792	172,318	(166,526)	3.36%
Metered Revenues				
Uncollectable Metered Revenues	4,432	-	4,432	0.00%
Distribution System Revenue	26,770,893	129,543,205	(102,772,312)	20.67%
Franchise Fee Equivalent	2,903,407	15,308,759	(12,405,352)	18.97%
Transmission Cost of Service (TCOS)	11,413,888	44,436,858	(33,022,970)	25.69%
ERCOT Hold Harmless Payment	(5,460,587)	(22,000,000)	16,539,413	24.82%
Fees and charges	615,236	1,800,000	(1,184,764)	34.18%
Outside work orders	773,994	701,470	72,524	110.34%
Miscellaneous	45,617	-	45,617	0.00%
Transfer from Other Funds	272,608	1,090,428	(817,820)	25.00%
<b>TOTAL FUNDING SOURCES</b>	<b>\$ 38,819,185</b>	<b>\$ 172,880,505</b>	<b>\$ (134,061,320)</b>	<b>22.45%</b>
<b>COST CENTER EXPENSES</b>				
<b>Administration</b>				
7111 - Administration	\$ 889,410	\$ 3,945,740	\$ (3,056,330)	22.54%
7112 - Regulatory Compliance	280,561	1,053,362	(772,801)	26.63%
7113 - Legal	360,432	1,367,656	(1,007,224)	26.35%
7211 - Conservation & Education	116,920	727,744	(610,824)	16.07%
<b>Purchased Power</b>				
7315 - Purchased Power	11,009,557	41,619,219	(30,609,662)	26.45%
<b>Production</b>				
7311 - Operations	414,188	1,818,469	(1,404,281)	22.78%
<b>Distribution</b>				
7411 - Supervision & Engineering	423,804	1,385,360	(961,556)	30.59%
7412 - Underground Lines	920,748	3,889,633	(2,968,885)	23.67%
7413 - Overhead Lines	1,355,645	5,417,294	(4,061,649)	25.02%
7414 - Load Dispatching	569,708	2,266,118	(1,696,410)	25.14%
7415 - Customer Service	1,125,942	5,006,058	(3,880,116)	22.49%
7416 - GIS	230,579	1,048,360	(817,781)	21.99%
7417 - Substations	592,558	2,294,392	(1,701,834)	25.83%
7418 - Engineering & Construction Mgmt	-	-	-	0.00%
7419 - Meter Shop	290,384	1,041,467	(751,083)	27.88%
7421 - Street Lights	552,713	2,425,589	(1,872,876)	22.79%
<b>Transmission</b>				
7611 - Supervision & Engineering	290,416	1,463,884	(1,173,468)	19.84%
7613 - Overhead Lines	397,644	1,554,088	(1,156,444)	25.59%
7614 - Load Dispatching	429,238	2,148,314	(1,719,076)	19.98%
7617 - Substations	278,363	1,244,187	(965,824)	22.37%
<b>Customer Service</b>				
7511 - Performance Improvement	115,004	598,105	(483,101)	19.23%
7512 - Customer Information Systems	1,515,434	7,013,083	(5,497,649)	21.61%
7513 - Market Operations Group	358,917	1,717,845	(1,358,928)	20.89%
7514 - Customer Service	837,622	3,483,661	(2,646,039)	24.04%
7515 - Collections	729,834	3,074,161	(2,344,327)	23.74%
Reimbursement - City utilities & credit cards	(1,833,084)	(7,332,336)	5,499,252	25.00%
<b>TOTAL COST CENTER EXPENSES</b>	<b>\$ 22,252,534</b>	<b>\$ 90,271,453</b>	<b>\$ (68,018,919)</b>	<b>24.65%</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	836,631	3,841,551	(3,004,920)	21.78%
Payment in lieu of franchise fee	2,903,407	15,308,759	(12,405,352)	18.97%
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	103,922	65,000	38,922	159.88%
<b>TOTAL FUND LEVEL EXPENSES</b>	<b>\$ 13,632,850</b>	<b>\$ 88,929,754</b>	<b>\$ (75,296,904)</b>	<b>15.33%</b>
<b>TOTAL BUDGET</b>				
Budget surplus/(deficit)	<b>\$ 35,885,384</b>	<b>\$ 179,201,207</b>	<b>\$ (143,315,823)</b>	<b>20.03%</b>
	<b>\$ 2,933,801</b>	<b>\$ (6,320,702)</b>	<b>\$ 9,254,503</b>	

**LP&L Funds**  
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Description	October-25	November-25	December-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>ADMINISTRATION</b>								
<b>ADMINISTRATION</b>								
COMPENSATION	\$ 187,688	\$ 168,528	\$ 162,735	\$ 518,951	\$ 2,155,567	\$ 1,636,616	24.07	75.93
BENEFITS	70,888	61,730	60,041	192,659	845,767	653,108	22.78	77.22
SUPPLIES	2,072	3,150	2,938	8,160	40,950	32,790	19.93	80.07
MAINTENANCE	2,408	27,734	1,266	31,408	38,666	7,258	81.23	18.77
PROF. SERVICES/TRAINING	17,653	42,159	24,955	84,767	661,000	576,233	12.82	87.18
OTHER CHARGES	1,804	1,099	4,415	7,317	17,500	10,183	41.81	58.19
SCHEDULED CHARGES	16,438	13,960	15,751	46,148	186,290	140,142	24.77	75.23
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 298,951</b>	<b>\$ 318,359</b>	<b>\$ 272,100</b>	<b>\$ 889,410</b>	<b>\$ 3,945,740</b>	<b>\$ 3,056,330</b>	<b>22.54</b>	<b>77.46</b>
<b>REGULATORY COMPLIANCE</b>								
<b>REGULATORY COMPLIANCE</b>								
COMPENSATION	\$ 29,225	\$ 29,063	\$ 25,469	\$ 83,757	\$ 410,546	\$ 326,789	20.40	79.60
BENEFITS	12,008	11,403	10,495	33,906	132,939	99,033	25.50	74.50
SUPPLIES	811	257	261	1,328	7,700	6,372	17.25	82.75
MAINTENANCE	145	174	144	463	4,414	3,951	10.49	89.51
PROF. SERVICES/TRAINING	6,131	32,372	105,415	143,918	429,218	285,300	33.53	66.47
OTHER CHARGES	19	16	16	51	200	149	25.62	74.38
SCHEDULED CHARGES	5,884	5,564	5,691	17,139	68,345	51,206	25.08	74.92
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 54,222</b>	<b>\$ 78,848</b>	<b>\$ 147,491</b>	<b>\$ 280,561</b>	<b>\$ 1,053,362</b>	<b>\$ 772,801</b>	<b>26.63</b>	<b>73.37</b>
<b>LEGAL</b>								
<b>LEGAL</b>								
COMPENSATION	\$ 45,311	\$ 26,913	\$ 27,794	\$ 100,018	\$ 427,109	\$ 327,091	23.42	76.58
BENEFITS	14,345	7,821	8,286	30,452	152,422	121,970	19.98	80.02
SUPPLIES	-	521	-	521	680	159	76.55	23.45
MAINTENANCE	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	19,914	87,336	112,915	220,165	747,173	527,008	29.47	70.53
OTHER CHARGES	30	30	30	90	3,500	3,410	2.57	97.43
SCHEDULED CHARGES	3,236	2,939	3,012	9,186	36,772	27,586	24.98	75.02
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 82,836</b>	<b>\$ 125,560</b>	<b>\$ 152,036</b>	<b>\$ 360,432</b>	<b>\$ 1,367,656</b>	<b>\$ 1,007,224</b>	<b>26.35</b>	<b>73.65</b>
<b>CONSERVATION &amp; EDUCATION</b>								
<b>CONSERVATION &amp; EDUCATION</b>								
COMPENSATION	\$ 19,288	\$ 17,407	\$ 16,221	\$ 52,916	\$ 211,438	\$ 158,522	25.03	74.97
BENEFITS	6,750	6,039	5,738	18,527	90,086	71,559	20.57	79.43
SUPPLIES	581	208	206	995	1,950	955	51.03	48.97
MAINTENANCE	-	-	-	-	1,500	1,500	-	100.00
PROF. SERVICES/TRAINING	14,251	15,002	14,121	43,374	416,300	372,926	10.42	89.58
OTHER CHARGES	154	-	-	154	2,500	2,346	6.15	93.85
SCHEDULED CHARGES	355	281	318	954	3,970	3,016	24.03	75.97
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 41,378</b>	<b>\$ 38,938</b>	<b>\$ 36,604</b>	<b>\$ 116,920</b>	<b>\$ 727,744</b>	<b>\$ 610,824</b>	<b>16.07</b>	<b>83.93</b>
<b>PRODUCTION</b>								
<b>OPERATIONS</b>								
<b>OPERATIONS</b>								
COMPENSATION	\$ 34,169	\$ 32,412	\$ 29,712	\$ 96,293	\$ 503,336	\$ 407,043	19.13	80.87
BENEFITS	13,820	12,805	12,116	38,741	161,540	122,799	23.98	76.02
SUPPLIES	1,107	1,459	874	3,440	29,350	25,910	11.72	88.28
MAINTENANCE	2,905	3,003	2,913	8,821	36,778	27,957	23.99	76.01
PROF. SERVICES/TRAINING	755	12,034	9,838	22,626	13,700	(8,926)	165.16	(65.16)
OTHER CHARGES	59	1,035	-	1,094	-	(1,094)	-	-
SCHEDULED CHARGES	79,680	79,486	84,006	243,172	1,073,765	830,593	22.65	77.35
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 132,495</b>	<b>\$ 142,234</b>	<b>\$ 139,459</b>	<b>\$ 414,188</b>	<b>\$ 1,818,469</b>	<b>\$ 1,404,281</b>	<b>22.78</b>	<b>77.22</b>

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

Description	October-25	November-25	December-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>PURCHASED POWER</b>								
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-
SUPPLIES	3,655,976	3,677,093	3,676,488	11,009,557	41,619,219	30,609,662	26.45	73.55
MAINTENANCE	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 3,655,976</b>	<b>\$ 3,677,093</b>	<b>\$ 3,676,488</b>	<b>\$ 11,009,557</b>	<b>\$ 41,619,219</b>	<b>\$ 30,609,662</b>	<b>26.45</b>	<b>73.55</b>
<b>DISTRIBUTION</b>								
<b>DISTRIBUTION SUPERVISION &amp; ENGINEERING</b>								
COMPENSATION	\$ 69,743	\$ 60,988	\$ 75,734	\$ 206,466	\$ 608,788	\$ 402,322	33.91	66.09
BENEFITS	27,434	24,760	27,843	80,037	263,447	183,410	30.38	69.62
SUPPLIES	2,732	1,645	1,872	6,249	26,289	20,040	23.77	76.23
MAINTENANCE	493	752	1,156	2,401	14,656	12,255	16.38	83.62
PROF. SERVICES/TRAINING	17,872	2,314	20,714	40,900	122,158	81,258	33.48	66.52
OTHER CHARGES	498	37	251	786	4,295	3,509	18.31	81.69
SCHEDULED CHARGES	29,555	28,444	28,966	86,965	345,727	258,762	25.15	74.85
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 148,327</b>	<b>\$ 118,940</b>	<b>\$ 156,536</b>	<b>\$ 423,804</b>	<b>\$ 1,385,360</b>	<b>\$ 961,556</b>	<b>30.59</b>	<b>69.41</b>
<b>DISTRIBUTION UNDERGROUND LINES</b>								
COMPENSATION	\$ 119,160	\$ 134,889	\$ 126,015	\$ 380,064	\$ 1,607,677	\$ 1,227,613	23.64	76.36
BENEFITS	51,034	55,864	54,567	161,465	618,378	456,913	26.11	73.89
SUPPLIES	30,120	49,534	21,723	101,376	322,500	221,124	31.43	68.57
MAINTENANCE	84,211	69,203	48,271	201,686	925,793	724,107	21.79	78.21
PROF. SERVICES/TRAINING	6,911	6,886	7,264	21,061	91,620	70,559	22.99	77.01
OTHER CHARGES	382	326	643	1,351	3,500	2,149	38.59	61.41
SCHEDULED CHARGES	17,028	16,202	20,514	53,744	320,165	266,421	16.79	83.21
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 308,847</b>	<b>\$ 332,904</b>	<b>\$ 278,997</b>	<b>\$ 920,748</b>	<b>\$ 3,889,633</b>	<b>\$ 2,968,885</b>	<b>23.67</b>	<b>76.33</b>
<b>DISTRIBUTION OVERHEAD LINES</b>								
COMPENSATION	\$ 238,417	\$ 212,905	\$ 183,747	\$ 635,069	\$ 2,415,035	\$ 1,779,966	26.30	73.70
BENEFITS	94,293	86,277	74,999	255,570	969,157	713,587	26.37	73.63
SUPPLIES	43,643	37,321	22,644	103,609	360,870	257,261	28.71	71.29
MAINTENANCE	107,559	60,970	65,120	233,649	1,151,883	918,234	20.28	79.72
PROF. SERVICES/TRAINING	22,859	12,858	22,939	58,656	249,916	191,260	23.47	76.53
OTHER CHARGES	831	461	774	2,066	3,000	934	68.88	31.12
SCHEDULED CHARGES	22,780	21,934	22,312	67,026	267,433	200,407	25.06	74.94
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 530,383</b>	<b>\$ 432,727</b>	<b>\$ 392,535</b>	<b>\$ 1,355,645</b>	<b>\$ 5,417,294</b>	<b>\$ 4,061,649</b>	<b>25.02</b>	<b>74.98</b>
<b>DISTRIBUTION LOAD DISPATCHING</b>								
COMPENSATION	\$ 107,590	\$ 124,381	\$ 76,223	\$ 308,195	\$ 1,152,957	\$ 844,762	26.73	73.27
BENEFITS	39,703	41,968	28,962	110,633	452,865	342,232	24.43	75.57
SUPPLIES	2,080	653	1,334	4,066	15,400	11,334	26.41	73.59
MAINTENANCE	4,565	1,175	25,656	31,397	62,322	30,925	50.38	49.62
PROF. SERVICES/TRAINING	20,253	21,590	45,105	86,948	465,000	378,052	18.70	81.30
OTHER CHARGES	458	323	630	1,412	11,450	10,038	12.33	87.67
SCHEDULED CHARGES	9,598	8,448	9,011	27,057	106,124	79,067	25.50	74.50
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<b>\$ 184,248</b>	<b>\$ 198,539</b>	<b>\$ 186,922</b>	<b>\$ 569,708</b>	<b>\$ 2,266,118</b>	<b>\$ 1,696,410</b>	<b>25.14</b>	<b>74.86</b>

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

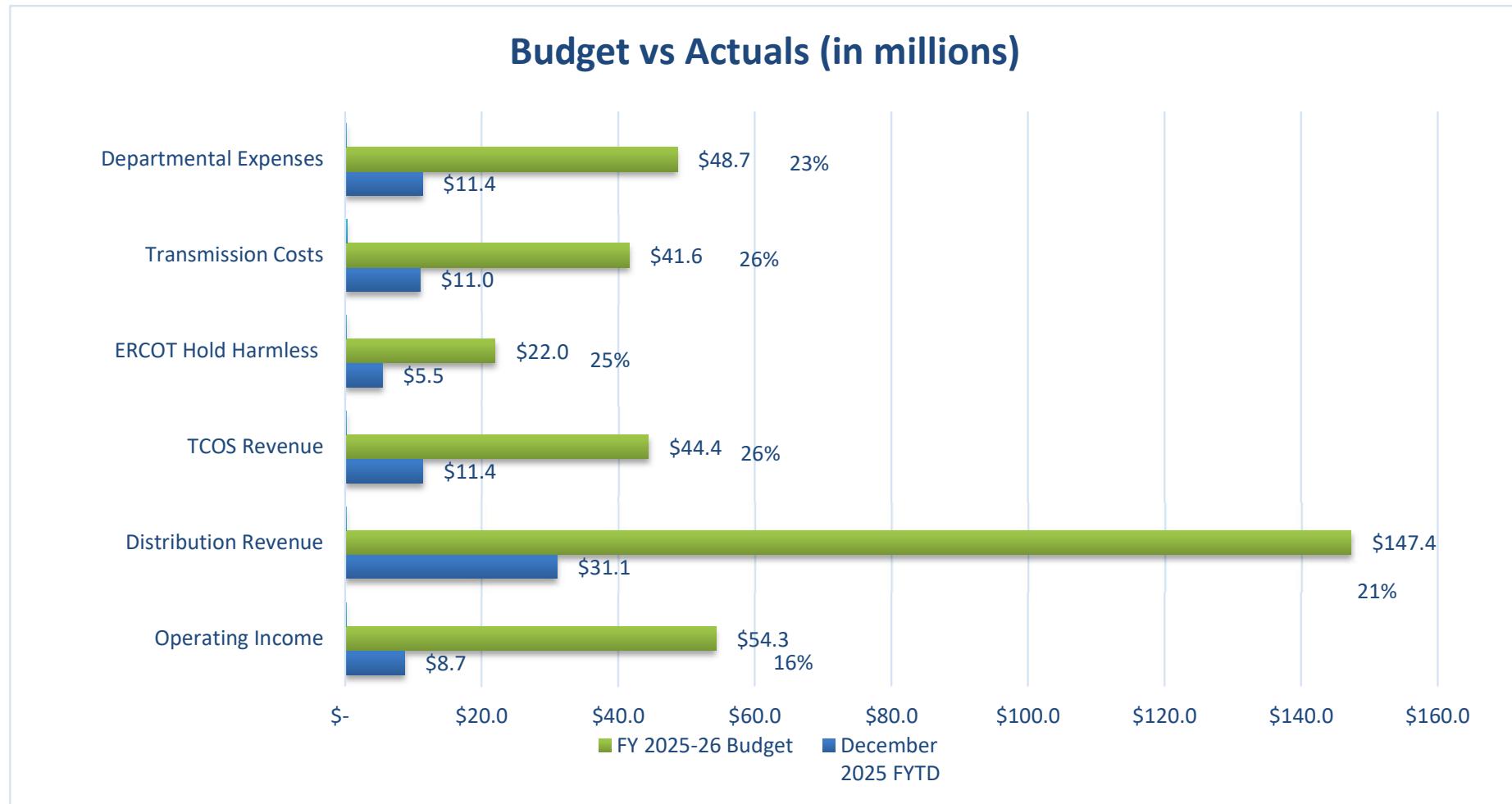
Description	October-25	November-25	December-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>DISTRIBUTION CUSTOMER SERVICE</b>								
COMPENSATION	\$ 175,366	\$ 146,629	\$ 156,028	\$ 478,024	\$ 1,891,809	\$ 1,413,785	25.27	74.73
BENEFITS	68,190	57,505	61,274	186,969	750,953	563,984	24.90	75.10
SUPPLIES	16,647	23,031	12,169	51,846	180,020	128,174	28.80	71.20
MAINTENANCE	51,496	10,107	18,573	80,176	285,881	205,705	28.05	71.95
PROF. SERVICES/TRAINING	1,329	3,168	2,968	7,464	33,500	26,036	22.28	77.72
OTHER CHARGES	98,144	74,528	57,889	230,561	1,405,100	1,174,539	16.41	83.59
SCHEDULED CHARGES	30,245	28,151	32,506	90,902	458,795	367,893	19.81	80.19
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 441,416</b>	<b>\$ 343,119</b>	<b>\$ 341,407</b>	<b>\$ 1,125,942</b>	<b>\$ 5,006,058</b>	<b>\$ 3,880,116</b>	<b>22.49</b>	<b>77.51</b>
<b>LP&amp;L GIS</b>								
COMPENSATION	\$ 52,662	\$ 47,934	\$ 44,959	\$ 145,555	\$ 532,043	\$ 386,488	27.36	72.64
BENEFITS	24,270	21,210	20,766	66,246	234,081	167,835	28.30	71.70
SUPPLIES	417	764	223	1,404	15,385	13,981	9.12	90.88
MAINTENANCE	267	19	25	311	6,500	6,189	4.79	95.21
PROF. SERVICES/TRAINING	2,418	1,789	1,401	5,608	213,685	208,077	2.62	97.38
OTHER CHARGES	318	126	301	745	3,800	3,055	19.60	80.40
SCHEDULED CHARGES	3,788	3,407	3,517	10,711	42,867	32,156	24.99	75.01
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 84,139</b>	<b>\$ 75,248</b>	<b>\$ 71,191</b>	<b>\$ 230,579</b>	<b>\$ 1,048,361</b>	<b>\$ 817,781</b>	<b>21.99</b>	<b>78.01</b>
<b>DISTRIBUTION SUBSTATION</b>								
COMPENSATION	\$ 80,166	\$ 61,570	\$ 53,580	\$ 195,317	\$ 771,471	\$ 576,154	25.32	74.68
BENEFITS	29,956	22,992	21,203	74,152	310,263	236,111	23.90	76.10
SUPPLIES	5,845	12,541	9,398	27,783	109,155	81,372	25.45	74.55
MAINTENANCE	4,260	7,617	6,143	18,020	110,039	92,019	16.38	83.62
PROF. SERVICES/TRAINING	6,142	1,309	15,294	22,745	94,781	72,036	24.00	76.00
OTHER CHARGES	46,824	56	184	47,064	66,575	19,511	70.69	29.31
SCHEDULED CHARGES	70,050	68,578	68,849	207,477	832,108	624,631	24.93	75.07
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 243,243</b>	<b>\$ 174,664</b>	<b>\$ 174,651</b>	<b>\$ 592,558</b>	<b>\$ 2,294,392</b>	<b>\$ 1,701,834</b>	<b>25.83</b>	<b>74.17</b>
<b>DISTRIBUTION METER SHOP</b>								
COMPENSATION	\$ 60,345	\$ 58,016	\$ 52,109	\$ 170,470	\$ 568,211	\$ 397,741	30.00	70.00
BENEFITS	24,959	23,164	21,648	69,772	236,968	167,196	29.44	70.56
SUPPLIES	13,058	1,874	5,284	20,217	67,920	47,703	29.77	70.23
MAINTENANCE	517	3,126	1,717	5,360	28,312	22,952	18.93	81.07
PROF. SERVICES/TRAINING	2,814	140	183	3,137	50,490	47,353	6.21	93.79
OTHER CHARGES	318	87	289	695	3,900	3,205	17.81	82.19
SCHEDULED CHARGES	7,174	6,650	6,910	20,734	85,666	64,932	24.20	75.80
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 109,186</b>	<b>\$ 93,057</b>	<b>\$ 88,141</b>	<b>\$ 290,384</b>	<b>\$ 1,041,467</b>	<b>\$ 751,083</b>	<b>27.88</b>	<b>72.12</b>
<b>DISTRIBUTION STREET LIGHTS</b>								
COMPENSATION	\$ 69,690	\$ 58,531	\$ 59,375	\$ 187,596	\$ 855,566	\$ 667,970	21.93	78.07
BENEFITS	30,217	24,724	24,958	79,899	392,965	313,066	20.33	79.67
SUPPLIES	7,862	15,854	11,462	35,178	112,100	76,922	31.38	68.62
MAINTENANCE	57,539	89,862	66,473	213,875	903,404	689,529	23.67	76.33
PROF. SERVICES/TRAINING	415	496	1,325	2,235	25,377	23,142	8.81	91.19
OTHER CHARGES	476	34	130	641	1,500	859	42.74	57.26
SCHEDULED CHARGES	11,400	10,945	10,945	33,290	134,677	101,387	24.72	75.28
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 177,600</b>	<b>\$ 200,446</b>	<b>\$ 174,668</b>	<b>\$ 552,713</b>	<b>\$ 2,425,589</b>	<b>\$ 1,872,876</b>	<b>22.79</b>	<b>77.21</b>

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

Description	October-25	November-25	December-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>TRANSMISSION</b>								
<b>TRANSMISSION SUPERVISION &amp; ENGINEERING</b>								
COMPENSATION	\$ 56,650	\$ 53,412	\$ 50,698	\$ 160,760	\$ 562,176	\$ 401,416	28.60	71.40
BENEFITS	22,257	20,820	20,208	63,286	222,397	159,111	28.46	71.54
SUPPLIES	372	337	668	1,378	10,375	8,997	13.28	86.72
MAINTENANCE	23	46	34	103	3,500	3,397	2.95	97.05
PROF. SERVICES/TRAINING	2,116	5,644	9,142	16,903	501,639	484,737	3.37	96.63
OTHER CHARGES	470	367	351	1,187	5,750	4,563	20.65	79.35
SCHEDULED CHARGES	13,316	13,046	13,178	39,540	158,047	118,507	25.02	74.98
CAPITAL OUTLAY	-	7,260	-	7,260	-	(7,260)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 95,205</b>	<b>\$ 100,932</b>	<b>\$ 94,280</b>	<b>\$ 290,416</b>	<b>\$ 1,463,884</b>	<b>\$ 1,173,468</b>	<b>19.84</b>	<b>80.16</b>
<b>TRANSMISSION OVERHEAD LINES</b>								
COMPENSATION	\$ 80,769	\$ 70,956	\$ 62,970	\$ 214,695	\$ 765,384	\$ 550,689	28.05	71.95
BENEFITS	28,441	25,339	24,430	78,210	307,120	228,910	25.47	74.53
SUPPLIES	8,075	4,414	1,628	14,117	100,650	86,533	14.03	85.97
MAINTENANCE	3,862	2,892	10,549	17,303	100,696	83,393	17.18	82.82
PROF. SERVICES/TRAINING	1,484	1,931	54,568	57,983	222,341	164,358	26.08	73.92
OTHER CHARGES	287	193	189	669	-	(669)	-	-
SCHEDULED CHARGES	5,155	4,700	4,811	14,667	57,897	43,230	25.33	74.67
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 128,075</b>	<b>\$ 110,424</b>	<b>\$ 159,145</b>	<b>\$ 397,644</b>	<b>\$ 1,554,088</b>	<b>\$ 1,156,444</b>	<b>25.59</b>	<b>74.41</b>
<b>TRANSMISSION LOAD DISPATCHING</b>								
COMPENSATION	\$ 78,357	\$ 68,794	\$ 63,248	\$ 210,399	\$ 1,095,336	\$ 884,937	19.21	80.79
BENEFITS	28,891	25,337	23,872	78,100	435,736	357,636	17.92	82.08
SUPPLIES	1,027	276	885	2,188	13,950	11,762	15.68	84.32
MAINTENANCE	2,778	773	278	3,830	7,742	3,912	49.46	50.54
PROF. SERVICES/TRAINING	27,924	46,233	53,585	127,742	565,000	437,258	22.61	77.39
OTHER CHARGES	426	323	323	1,072	10,650	9,578	10.06	89.94
SCHEDULED CHARGES	2,590	1,658	1,658	5,907	19,900	13,993	29.68	70.32
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 141,994</b>	<b>\$ 143,393</b>	<b>\$ 143,851</b>	<b>\$ 429,238</b>	<b>\$ 2,148,314</b>	<b>\$ 1,719,076</b>	<b>19.98</b>	<b>80.02</b>
<b>TRANSMISSION SUBSTATION</b>								
COMPENSATION	\$ 54,876	\$ 55,061	\$ 52,977	\$ 162,914	\$ 726,624	\$ 563,710	22.42	77.58
BENEFITS	21,218	21,206	20,591	63,015	294,388	231,373	21.41	78.59
SUPPLIES	300	664	600	1,564	36,150	34,586	4.33	95.67
MAINTENANCE	65	387	590	1,042	55,000	53,958	1.89	98.11
PROF. SERVICES/TRAINING	2,217	701	145	3,063	66,050	62,987	4.64	95.36
OTHER CHARGES	46,647	44	74	46,766	65,975	19,209	70.88	29.12
SCHEDULED CHARGES	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 125,323</b>	<b>\$ 78,062</b>	<b>\$ 74,978</b>	<b>\$ 278,363</b>	<b>\$ 1,244,187</b>	<b>\$ 965,824</b>	<b>22.37</b>	<b>77.63</b>
<b>CUSTOMER SERVICE</b>								
<b>PERFORMANCE IMPROVEMENT</b>								
COMPENSATION	\$ 30,416	\$ 22,663	\$ 22,463	\$ 75,543	\$ 384,356	\$ 308,813	19.65	80.35
BENEFITS	12,013	8,937	8,893	29,843	169,601	139,758	17.60	82.40
SUPPLIES	-	49	(709)	(659)	5,500	6,159	(11.99)	111.99
MAINTENANCE	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	2,749	1,574	43	4,366	15,000	10,634	29.10	70.90
OTHER CHARGES	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	1,971	1,971	1,971	5,912	23,648	17,736	25.00	75.00
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 47,149</b>	<b>\$ 35,194</b>	<b>\$ 32,661</b>	<b>\$ 115,004</b>	<b>\$ 598,105</b>	<b>\$ 483,101</b>	<b>19</b>	<b>80.77</b>

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

Description	October-25	November-25	December-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<b>CUSTOMER INFORMATION SYSTEMS</b>								
COMPENSATION	\$ 72,169	\$ 69,597	\$ 65,986	\$ 207,752	\$ 978,220	\$ 770,468	21.24	78.76
BENEFITS	33,520	31,192	30,272	94,984	462,644	367,660	20.53	79.47
SUPPLIES	894	452	480	1,826	6,150	4,324	29.69	70.31
MAINTENANCE	1,282	1,151	4,606	7,038	12,422	5,384	56.66	43.34
PROF. SERVICES/TRAINING	169,019	119,868	698,202	987,089	4,578,205	3,591,116	21.56	78.44
OTHER CHARGES	1,074	3,203	-	4,277	-	(4,277)	-	-
SCHEDULED CHARGES	91,074	90,578	30,815	212,467	975,442	762,975	21.78	78.22
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 369,031</b>	<b>\$ 316,041</b>	<b>\$ 830,362</b>	<b>\$ 1,515,434</b>	<b>\$ 7,013,083</b>	<b>\$ 5,497,649</b>	<b>21.61</b>	<b>78.39</b>
<b>MARKET OPERATIONS GROUP</b>								
COMPENSATION	\$ 58,590	\$ 53,397	\$ 50,516	\$ 162,502	\$ 693,796	\$ 531,294	23.42	76.58
BENEFITS	29,052	25,988	25,262	80,303	327,221	246,918	25	75.46
SUPPLIES	206	262	784	1,253	3,450	2,197	36	63.68
MAINTENANCE	224	105	3,571	3,900	-	(3,900)	-	-
PROF. SERVICES/TRAINING	8,589	56,886	37,917	103,392	662,210	558,818	16	84.39
OTHER CHARGES	-	-	-	-	1,000	1,000	-	100.00
SCHEDULED CHARGES	2,725	2,328	2,514	7,567	30,168	22,601	25	74.92
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 99,387</b>	<b>\$ 138,966</b>	<b>\$ 120,564</b>	<b>\$ 358,917</b>	<b>\$ 1,717,845</b>	<b>\$ 1,358,928</b>	<b>20.89</b>	<b>79.11</b>
<b>CUSTOMER SERVICE</b>								
COMPENSATION	126,245	109,533	99,761	\$ 335,538	\$ 1,778,170	\$ 1,442,632	18.87	81.13
BENEFITS	82,959	70,492	67,295	220,745	1,023,017	802,272	21.58	78.42
SUPPLIES	1,020	791	1,065	2,876	15,600	12,724	18.44	81.56
MAINTENANCE	818	388	3,571	4,777	2,600	(2,177)	183.73	(83.73)
PROF. SERVICES/TRAINING	6,875	99,246	6,485	112,607	38,050	(74,557)	295.94	(195.94)
OTHER CHARGES	1,166	1,661	59	2,886	-	(2,886)	-	-
SCHEDULED CHARGES	52,197	51,952	54,044	158,193	626,224	468,031	25.26	74.74
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 271,280</b>	<b>\$ 334,063</b>	<b>\$ 232,280</b>	<b>\$ 837,622</b>	<b>\$ 3,483,661</b>	<b>\$ 2,646,039</b>	<b>24.04</b>	<b>75.96</b>
<b>REVENUE MANAGEMENT</b>								
COMPENSATION	150,046	144,227	132,168	\$ 426,441	\$ 1,805,370	\$ 1,378,929	23.62	76.38
BENEFITS	82,237	75,632	72,511	230,380	1,010,852	780,472	22.79	77.21
SUPPLIES	1,623	1,090	1,900	4,613	14,200	9,587	32.49	67.51
MAINTENANCE	101	599	3,887	4,587	1,656	(2,931)	277.01	(177.01)
PROF. SERVICES/TRAINING	8,284	8,224	7,199	23,707	124,950	101,243	18.97	81.03
OTHER CHARGES	1,681	2,133	4,804	8,618	-	(8,618)	-	-
SCHEDULED CHARGES	11,430	9,582	10,475	31,487	117,133	85,646	26.88	73.12
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 255,403</b>	<b>\$ 241,487</b>	<b>\$ 232,944</b>	<b>\$ 729,834</b>	<b>\$ 3,074,161</b>	<b>\$ 2,344,327</b>	<b>23.74</b>	<b>76.26</b>
<b>LP&amp;L FUND OPERATING EXPENSES</b>								
COMPENSATION	1,996,941	1,827,807	1,690,486.68	\$ 5,515,234	\$ 22,900,985	17,385,751	24.08	75.92
BENEFITS	848,456	763,206	726,230	2,337,892	9,864,807	7,526,915	23.70	76.30
SUPPLIES	3,796,468	3,834,238	3,774,179	11,404,886	43,115,513	31,710,627	26.45	73.55
MAINTENANCE	325,520	280,083	264,543	870,146	3,753,764	2,883,618	23.18	76.82
PROF. SERVICES/TRAINING	368,975	579,760	1,251,721	2,200,455	10,387,363	8,186,908	21.18	78.82
OTHER CHARGES	202,065	86,081	71,355	359,500	1,610,195	1,250,695	22.33	77.67
SCHEDULED CHARGES	487,668	470,801	431,776	1,390,244	5,971,163	4,580,919	23.28	76.72
CAPITAL OUTLAY	-	7,260	-	7,260	-	(7,260)	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,026,093</b>	<b>\$ 7,849,236</b>	<b>\$ 8,210,290</b>	<b>\$ 24,085,618</b>	<b>\$ 97,603,790</b>	<b>\$ 73,518,171</b>	<b>24.68</b>	<b>75.32</b>



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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	\$ 810,338	\$ -	\$ 1,540,524	65.53	34.47
8626 Distribution Planning	480,000	388,216	-	91,784	19.12	80.88
8688 Smart Meter Texas Integration	774,520	672,808	6,120	95,593	12.34	87.66
8707 Substation Arcflash Study	450,000	247,501	195,285	7,214	1.60	98.40
8711 Learning Management System	68,000	-	-	68,000	100.00	-
92331 Fiberoptic Communications	2,965,000	1,306,360	-	1,658,640	55.94	44.06
92484 Substation Upgrades	5,335,000	4,107,893	-	1,227,107	23.00	77.00
92537 GIS Software Upgrades and Interfaces	5,752,000	1,639,284	284,400	3,828,316	66.56	33.44
92605 Operations System Upgrades	4,765,000	2,035,168	221,795	2,508,037	52.63	47.37
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,489,131	3,553	1,550,816	50.96	49.04
92684 FY 2020-24 Distribution Transformers	18,275,000	12,943,176	1,098,081	4,233,743	23.17	76.83
92685 FY 2020-24 Distribution System Upgrade	21,085,000	14,273,350	1,228,618	5,583,032	26.48	73.52
92686 FY 2020-24 Overhead Lines	12,690,500	10,804,646	-	1,885,854	14.86	85.14
92687 FY 2020-24 Street Lights	5,727,100	4,480,750	-	1,246,350	21.76	78.24
92688 FY 2020-24 Underground Distribution	20,744,916	17,117,905	-	3,627,011	17.48	82.52
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	22,139,433	580,071	1,161,632	4.86	95.14
92733 DNV-GL Cascade Upgrades	255,000	249,228	-	5,772	2.26	97.74
92788 4kV Distribution Conversion	7,973,273	3,682,597	-	4,290,676	53.81	46.19
92789 NERC Security for Substation	600,000	11,889	328,254	259,857	43.31	56.69
92790 Security Upgrade for Hill Building	290,000	71,154	25,402	193,445	66.71	33.29
92791 UCSC Expansion	138,000	81,175	-	56,825	41.18	58.82
92829 Work Order System	500,000	-	-	500,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	10,340,000	734,889	5,008,737	4,596,374	44.45	55.55
92836 Overhead/Underground Training Facility	995,000	617,609	62,707	314,685	31.63	68.37
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48	16.52
92891 FY 2024-25 Vehicles & Equipment	2,340,000	2,317,071	-	22,929	0.98	99.02
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00	-
92934 FY 2025-26 Vehicles and Equipment	1,743,000	24,755	755,977	962,268	55.21	44.79
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 Reconducto - 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	87,993	-	2,412,007	96.48	3.52
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>\$ 102,346,704</b>	<b>\$ 9,798,999</b>	<b>\$ 109,988,105</b>	<b>49.51</b>	<b>50.49</b>

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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	\$ 810,338	\$ -	\$ 1,540,524	65.53
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
8707 Substation Arcflash Study	-	-	-	-	-
8711 Learning Management System	-	-	-	-	-
92331 Fiberoptic Communications	2,600,000	1,306,360	-	1,293,640	49.76
92484 Substation Upgrades	5,335,000	4,107,893	-	1,227,107	23.00
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	734,889	4,835,111	-	-
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 Reconducto - 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>\$ 28,002,806</b>	<b>\$ 4,835,111</b>	<b>\$ 63,924,161</b>	<b>66.06</b>

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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	388,216	-	91,784	19.12
8688 Smart Meter Texas Integration	774,520	672,808	6,120	95,593	12.34
8707 Substation Arcflash Study	450,000	247,501	195,285	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	424,284	284,400	3,828,316	84.38
92605 Operations System Upgrades	4,765,000	2,035,168	221,795	2,508,037	52.63
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,489,131	3,553	1,550,816	50.96
92684 FY 2020-24 Distribution Transformers	17,075,000	11,743,176	1,098,081	4,233,743	24.79
92685 FY 2020-24 Distribution System Upgrade	21,085,000	14,273,350	1,228,618	5,583,032	26.48
92686 FY 2020-24 Overhead Lines	12,690,500	10,804,646	-	1,885,854	14.86
92687 FY 2020-24 Street Lights	5,727,100	4,480,750	-	1,246,350	21.76
92688 FY 2020-24 Underground Distribution	20,587,000	16,959,989	-	3,627,011	17.62
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	5,323,296	580,071	1,161,632	16.44
92733 DNV-GL Cascade Upgrades	255,000	249,228	-	5,772	2.26
92788 4kV Distribution Conversion	6,319,000	2,028,324	-	4,290,676	67.90
92789 NERC Security for Substation	600,000	11,889	328,254	259,857	43.31
92790 Security Upgrade for Hill Building	290,000	71,154	25,402	193,445	66.71
92791 UCSC Expansion	138,000	81,175	-	56,825	41.18
92829 Work Order System	500,000	-	-	500,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	173,626	4,596,374	96.36
92836 Overhead/Underground Training Facility	995,000	617,609	62,707	314,685	31.63
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48
92891 FY 2024-25 Vehicles & Equipment	2,340,000	2,317,071	-	22,929	0.98
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00
92934 FY 2025-26 Vehicles and Equipment	1,743,000	24,755	755,977	962,268	55.21
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 Reconducto - Thompson – Vicksburg	-	-	-	-	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	-	-	-	-	-
92941 Texas Tech Feeders	2,500,000	87,993	-	2,412,007	96.48
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>\$ 74,343,898</b>	<b>\$ 4,963,888</b>	<b>\$ 46,063,944</b>	<b>36.74</b>

7141-23-ELD LP&L Supplier Agreement for Electric Utility Equipment  
**2025- December Order**

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21115420	Anixter Inc	1/5/2026	\$39,996.20	1/2" Glass Strain IN, Pole Stabilizer, 480 Volt LED Luminaire, NO 12-2 600VLT DIR	Warehouse
21115421	KBS	1/5/2026	\$4,392.00	1/0 Triplex	Warehouse
21404409	Anixter Inc	1/5/2026	\$15,496.90	25KV Capacitor Banks w/switch	CIP
21115446	Techline Inc	1/12/2026	\$70,642.00	Loop Light Arm-10 FT, 200A Loadbreak	Warehouse
21115447	KBS	1/12/2026	\$4,920.00	25KV Insulated Cap	Warehouse
21115448	Anixter Inc	1/12/2026	\$8,373.95	Pole Stabilizer, 1/0 600V Wire 500 FT	Warehouse
21115478	KBS	1/21/2026	\$24,336.00	Large Enclosure- Primary, #4 Triplex IN 500'CO	Warehouse
21115479	Techline Inc	1/21/2026	\$14,544.00	50FT CL 2 Creosote-Treated Pol	Warehouse
21115480	Anixter Inc	1/21/2026	\$42,745.18	4-Way Junction 600 AMP, 15-25, 4/0 CU Bare Wire, No. 2 600V Wire 500, 350 600V Quad	Warehouse
21115485	Anixter Inc	1/22/2026	\$16,879.35	4/0 CU Bare Wire	Warehouse
<b>\$242,325.58</b>					



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** February 17, 2026

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#### **Summary:**

Consider a resolution of the Electric Utility Board recommending approval by City Council of a resolution authorizing publication of notice of intent to issue Electric Light & Power System Revenue Bonds, Series 2026 ("Bonds"), acting by and through Lubbock Power & Light dated February 17, 2026.

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

As proposed to the EUB in 2025, long-term debt would be used to fund the West-Side Transmission Loop project. This funding action is needed for the construction of new and upgraded 345 kV (32 miles) and 115 kV/69 kV (34 miles) transmission lines and stations to maintain operational compliance and improve system reliability. Specifically, the Bonds are designated, up to \$200,000,000, to fund the West-Side Transmission Loop project to maintain operational compliance and improve system reliability.

#### **Fiscal Impact:**

Up to a total of \$200,000,000 to fund the West-Side Transmission Loop project to be priced and issued in 2026 over 30 years.

#### **Recommendation:**

Staff is asking the Board to recommend that the City Council approve a resolution at the March 10 City Council meeting directing publication of notice of intent to issue the Bonds in anticipation of subsequent City Council action to approve an ordinance authorizing the issuance of up to \$200,000,000 of Bonds at a City Council meeting to occur not less than 30 days following the date of the first publication of the notice of intent.

## **RESOLUTION**

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

WHEREAS, subject to certain rights retained by the City Council of the City (the “City Council”), Chapter 1, Article XII, Section 1, of the City Charter (the “Charter”), provides that Lubbock Power & Light shall be governed, managed and operated by the Electric Utility Board (the “Board”);

WHEREAS, Chapter 1, Article XII, Section 1, of the Charter and Section 2.03.414 of the Code of Ordinances of the City collectively provide that the City Council retains the sole and exclusive authority with respect to issuing bonds or otherwise creating any indebtedness in the name of the City for the benefit of Lubbock Power & Light that is secured by the general tax revenue of the City or the net revenue of the Lubbock Power & Light system or the pledging of the assets thereof;

WHEREAS, Lubbock Power & Light’s staff has worked with the City’s financial advisor, bond counsel and other consultants to prepare a preliminary plan of finance for an anticipated proposed issuance by the City of its Lubbock Power & Light system revenue bonds (the “Bonds”);

WHEREAS, prior to the issuance of bonds, the Charter requires that a notice of intention to issue the Bonds be published in accordance with the provisions of the Charter;

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

THAT the Board hereby recommends consideration by the City Council of a resolution authorizing publication of a notice of intention to issue electric light and power system revenue bonds (the “Notice of Intent Resolution,” a form of which is attached as Exhibit A).

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

THAT the Board hereby recommends that the City Council adopt the Notice of Intent Resolution as presented.

Passed by the Board this 17<sup>th</sup> day of February, 2026.

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EDWIN “BUTCH” DAVIS, CHAIRMAN

ATTEST:

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Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Jerry V. Kyle, Jr., Bond Counsel



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** February 17, 2026

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**Summary:**

Consider approval of a resolution honoring Christopher E. Sims Training for his thirty years of valued accomplishments and leadership at the City of Lubbock and Lubbock Power & Light.

**Background/Discussion:**

Chris Sims joined the City of Lubbock in 1995 in a temporary role. He was subsequently hired full time and began a rewarding and robust career. His accomplishments include helping to shepherd the LP&L through a move from the Southwest Power Pool in the Eastern Interconnection into the Electric Reliability Council of Texas, known as the ERCOT Interconnection.

Chris Sims has held critical positions of Environmental Compliance Specialist, Director of Communications and Compliance, Director of Grid Control and Compliance and finally Chief Performance Officer

Chris Sims' role in electric utility compliance alone constitutes an entire career for many people around the United States. He also made great strides in establishing a communications division for LP&L and has led a recent effort for cultural change as LP&L settles into its new role as the first ever transmission distribution municipally owned utility in the ERCOT retail market.

**Fiscal Impact:**

No unplanned impacts are anticipated.

**Recommendation:**

Staff recommends approval of this resolution.

**A RESOLUTION IN HONOR OF CHRISTOPHER E. SIMS**

WHEREAS, Christopher E. Sims was appointed to the City of Lubbock in July, 1995 as a Temp Code Enforcement Technician. He then was hired full time for the position of Environmental Specialist;

WHEREAS, Chris Sims joined Lubbock Power & Light as an Environmental Compliance Specialist in 1997. Chris has a demonstrated ability to learn and take on many different functions and was eventually promoted to Director of Communications and Compliance in 2011. In 2020 Chris' job was changed to Director of Grid Control and Compliance in recognition of our pending initial move to ERCOT.

WHEREAS, in 2023, Chris Sims was promoted to Chief Performance Officer, where once again his duties expanded as LP&L sought to finish the joinder of LP&L to ERCOT and re-enter a competitive environment for our customers. Chris' expanded duties included working on our cultural evolution as LP&L became the first "wires only municipally owned utility" in Texas.

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

THAT the Electric Utility Board and its employees hereby expresses its gratitude to Chris Sims for his 30 years of experience, accomplishments and leadership at the City of Lubbock and Lubbock Power & Light.

Passed by the Electric Utility Board this 17th day of February, 2026.

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Edwin "Butch" Davis, Chair

ATTEST:

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Gwen Stafford, 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:** February 17<sup>th</sup>, 2026

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**Summary:**

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute Master Service Agreement by and between the City of Lubbock, acting by and through LP&L, and Schneider Engineering LLC (SEnergy), Request for Qualification (RFQ) 7101-26-ELD, LP&L Power System Protection Services. This agreement for \$1,000,000.00 will be for a term of three (3) years with the option to extend for two (2) additional one-year terms is to ensure that NERC Protection and Control Standards are properly implemented.

**Background/Discussion:**

The purpose of RFQ 7101-26-ELD is to provide training and support for LP&L to ensure that NERC Protection and Control Standards are properly implemented. This will include a systematic review, development, and implementation of a comprehensive PRC-027 Standard Operating Procedure, long-term training for LP&L Engineering, and the development and implementation of an overall LP&L Power System Protection Philosophy.

The ongoing consulting and support will be utilized for current and future projects in a variety of capacities and will ensure LP&L's systems remain compliant, adaptive, and optimized.

This agreement for \$1,000,000.00 will be for a term of three (3) years with the option to extend for two (2) additional one-year terms is to ensure that NERC Protection and Control Standards are properly implemented.

An evaluation committee was established to evaluate and rank the qualifications based on the following four (4) categories: project team organization and qualifications, 40 percent; experience on similar projects, 20 percent; project approach, 30 percent and overall responsiveness, 10 percent.

Eight (8) firms responded to the RFQ. The committee evaluated the qualifications, interviewed the top two finalist and made their final selections and ranked the finalists as follows:

	<b>Score:</b>
Schneider Engineering LLC dba SEnergy	467.0
LND TECHNICAL SERVICES LLC	421.7
Electrical Consultants, Inc. (ECI)	383.3
Synchrogrid	326.7
SEL Engineering Services, Inc.	326.7
ENTRUST Solutions Group	293.3
Black & Veatch Corporation	290.0
EPS Engineering & Design	253.3

**Fiscal Impact:**

A total of **\$5,335,000.00** is appropriated and **\$1,226,361.09** is available in account number **92484 (Substation Relay Upgrade)** which will fund **\$720,000** of this agreement. The remaining \$280,000 will be funded through various other CIPs throughout the duration of the agreement.

**Recommendation:**

Staff recommends award to **Schneider Engineering LLC dba SEnergy of Boerne, Texas** for **\$1,000,000.00**, for RFQ 7101-26-ELD, Power System Protection Services, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light**  
**Capital Project**  
**Project Cost Detail**  
**February 17, 2026**

Capital Project Number:	92484
Capital Project Name:	Substation Upgrades

<b>Total Appropriation</b>	<b>Budget</b>
	<b>\$ 5,335,000</b>

<b>Expended</b>	<i>Contract or PO Number</i>
Pcard - Misc	\$ (11,289)
Staff Time	(183,655)
Advanced Control Systems	(1,588)
B&V - Engineering Services	(1,012,517)
Border States Electric Supply	(45,529)
Electrical Power Products	(322,133)
Siemens Industry	(16,014)
Schweitzer Engineering Labs	(77,602)
TEC	(16,534)
Anixter	(73,635)
Irby	(41,350)
ItsQuest	(455)
Resitech Industries	(12,167)
Shermco	(1,833,950)
Ganatra Labhesh	(58,740)
Electrical Consultants	(103,674)
The Brandt Company	(164,641)
Integrated Power Company	(53,270)
KBS	(7,176)
Bay LTD	(54,980)
Grainger	(668)
Brown McKee	(1,936)
Techline	(2,394)
Midsun Group Inc	(12,740)
<b>Expended to Date</b>	<b>\$ (4,108,639)</b>

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

<b>Agenda Item February 17, 2026</b>	<i>Contract or PO Number</i>
Schneider Engineering dba SEnergy	RFQ 7101-26-ELD
<b>Agenda Items for Consideration</b>	<b>\$ (720,000)</b>

<b>Estimated Costs for Remaining Appropriation</b>	<i>Contract or PO Number</i>
345 kV CAP - ECI Design and Implementation	\$ (353,260)
Protection RFQ	(240,000)
Substation Battery Disconnect Project	(100,000)
(3) 115 kV Breakers	(200,000)
Technical Specification RFPs	(23,950)
Staff Time	(59,151)
Emergency Contingency ~20% in reserve	(250,000)
<b>Estimated Costs for Remaining Appropriation</b>	<b>\$ (1,226,361)</b>

<b>Remaining Appropriation</b>	<b>\$ -</b>
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**RESOLUTION**

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

WHEREAS, LP&L desires to enter into a Master Services Agreement with Schneider Engineering LLC (SEnergy), Request for Qualification (RFQ) 7101-26-ELD, LP&L Power System Protection Services, wherein SEnergy will provide training and support for LP&L to ensure that NERC Protection and Control Standards are properly implemented. This will include a systematic review, development, and implementation of a comprehensive PRC-027 Standard Operating Procedure, long-term training for LP&L Engineering, and the development and implementation of an overall LP&L Power System Protection Philosophy; NOW, THEREFORE:

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

THAT the LP&L Chief Administrative Officer or his designee, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, this Master Services Agreement, by and between LP&L and Schneider Engineering LLC (SEnergy), as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 17<sup>th</sup> day of February, 2026.

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Edwin “Butch” Davis, Chair

ATTEST:

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Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Keli Swan, LP&L General Counsel

## MASTER SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Master Services Agreement (the “Contract” or “Agreement”), signed as of the 17<sup>th</sup> day of February, 2026 (the “Signed Date”), is by and between Schneider Engineering LLC (“Consultant” or “Company”) a Texas limited liability company, 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 professional consulting services related to power system protection and relay design and philosophy, as described in the attached Exhibits (the “Activities” or “Project”);

**WHEREAS**, Consultant 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 Consultant to provide these consulting Services, and Consultant desires to provide the Services related to same.

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

### ARTICLE I. TERM

The term of this Contract commences on February 17, 2026 (“Start Date” or “Effective Date”) and continues without interruption until February 28, 2029. 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 Work Services detailed in each Task Authorization (see 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.

B. Company shall complete the Services and shall receive compensation as described in the rate sheet attached as 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 one million dollars and zero cents ("\$1,000,000.00"). 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, or if such breach is not able to be cured within 30 business days than failure to commence action to cure within such 30 business days, Company shall owe a full refund to LP&L, such refund not to exceed the amount paid to Company to date, 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 limited liability company duly organized, and validly existing, and is in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

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

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

E. Performance. Company shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar 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

**Professional Liability:**

Per Occurrence Single Limit:	\$2,000,000.00
General Aggregate Limit:	\$4,000,000.00

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 2 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.

## **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 REASONABLE 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:

Schneider Engineering, LLC  
Attn: CEO, Lance Pettigrew, P.E.  
Telephone: (830)249-3887  
Fax : (830)249-5434  
E-Mail: LPettigrew@poweredbysenergy.com

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

Lubbock Power & Light  
Attn: Blair McGinnis  
1314 Avenue K  
Citizens Tower  
Lubbock, TX 79401  
Email: BMcGinnis@mylubbock.us  
Telephone: (806) 775-3559

**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, SOWs, Orders, 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**

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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, LP&L General Counsel

**Schneider Engineering, LLC**

By: 

Name: Lance Pettigrew, P.E.

Title: CEO

PRESENTED BY



POWERED BY SCHNEIDER ENGINEERING

## **COST PROPOSAL**

RFQ# 7101-26-ELD, POWER SYSTEM PROTECTION SERVICES

PREPARED FOR  
LUBBOCK POWER AND LIGHT

JANUARY 13, 2026

<b>CLIENT:</b>	Lubbock Power and Light
<b>PROJECT:</b>	RFQ# 7101-26-ELD, POWER SYSTEM PROTECTION SERVICES

### **SCOPE OF WORK:**

SEnergy will provide services outlined in RFQ# 7101-26-ELD that will be captured in four (4) cost allocations. Based on discussions with LP&L staff the priority is outlined in the following four (4) areas:

#### 1. NERC Compliance Support (PRC-027)

SEnergy will provide support to ensure LP&L meets compliance requirements as detailed in NERC PRC-027 which includes verification of the system model, verification of relay coordination on the transmission system with voltages over 100kV, and documented communication of coordination with neighboring utilities.

##### System Modeling Process

Our engineers will perform a comprehensive audit of LP&L's ASPEN OneLiner model, ensuring that system topology, impedance data, and relay settings are accurately represented. We will establish procedures for modeling different types of power system equipment and relay settings validation. Special emphasis will be placed on modeling DER interconnections and their impact on system coordination.

##### Relay Settings Process

We will review and revise existing system relay settings as needed to comply with PRC-027 and the protection philosophy that is developed in conjunction with LP&L staff. SEnergy will also develop templated setting reports that will standardize setting deliverables and improve efficiency while providing documentation to meet NERC requirements.

#### 2. Protection Concepts Training Program

The program format will be 3-day training sessions delivered twice per year during a 3-year period that include “hands-on training” with practical example calculations. Two additional ad-hoc remote meetings per year will be budgeted to review and approve the topics to be covered in advance of the training sessions, if necessary.

##### Training and Knowledge Transfer

A structured training program will be delivered to LP&L engineers on a phased approach over a three-year track. Protection system training provided by SE will be tailored for the educational needs of the LP&L staff attending training. Training will combine theoretical and practical applications, with live demonstrations and hands-on exercises. Students will receive reference guides and step-by-step workflow documentation for future use. Topics may include ASPEN modeling, relay coordination, power system protection

concepts, test plan review, and event analysis, as determined jointly by SEnergy and LP&L.

Training Program	Schedule of in-person meetings (Upon contract approval)
Session 1 – Fundamental Concepts	First Quarter, 2026
Session 2 – Core Concepts	Third Quarter, 2026
Sessions 3 & 4 - Intermediate Concepts	First & Third Quarter, 2027
Sessions 5 & 6 – Advanced Concepts	First & Third Quarter, 2028

### 3. Philosophy Development

Protection Philosophy Development (Refer to Power System Protection Philosophy Outline document)

We will define LP&L's overall Power System Protection Philosophy, addressing key principles such as redundancy, selectivity, dependability, security, and speed. This will form the foundation for detailed protection and control design and application standards covering equipment specification, CT/VT sizing, relay schemes, telecommunication requirements, and DER integration. SEnergy proposes development of seven (7) categories of protection schemes based on LP&L's System:

1. Introduction (Purpose, Scope, Philosophy, Standards etc.)
2. Transmission Line Protection
3. Transformer Protection
4. Bus Protection
5. Breaker Control & Breaker Failure
6. Feeder Protection
7. Distribution System Protection

### 4. Standards Development

Design Standards Development

As budget allows, our team will review LP&L's current standards and/or latest approved project reference designs and provide our initial feedback to the Client. We will then

organize collaborative workshops with the Client to get the feedback needed to develop each design standard. We will revise and submit new reference designs to be used as standards going forward for each typical protection application. The standards will also define documentation and design review processes to ensure consistent application across all projects.

*Test Plan and Doble Protection Suite Integration*

Our team will define processes for developing and reviewing relay test plans using Doble Protection Suite, ensuring consistent validation of protection schemes before commissioning. We will provide practical examples, test plan templates, and review checklists tailored to LP&L's relays and protection configurations.

Our methodology emphasizes a phased and collaborative approach to achieve consistent results while transferring knowledge to LP&L's team. Each phase produces defined deliverables, reviewed jointly with LP&L for transparency and quality assurance.

*Project Initiation and Data Collection*

We will begin with a detailed kickoff meeting to confirm goals, deliverables, data requirements, and communication protocols. Our team will collect and review existing protection standards, system models, relay settings, and test plans. We will document these data requests in a data matrix along with the status (received, reviewed, revised).

*Ongoing Consulting and Support (Coordination with LP&L on this task to be performed under separate “Task Authorizations” and is not included in this scope)*

Following the initial implementation, our team will provide on-call consulting services for:

- Support in addressing complex relay setting and coordination issues,
- Review of LP&L developed relay settings and test plans,
- Review of LP&L substation and P&C design,
- Assistance in post-fault event analysis,
- Aid in ensuring compliance with any applicable NERC PRC standards.

This ongoing partnership will ensure LP&L's systems remain compliant, adaptive, and optimized.

**PROJECT DELIVERABLES:**

- SEnergy will provide support to ensure LP&L meets compliance requirements as detailed in NERC PRC-027 with documentation.
- Review and update LP&L's ASPEN OneLiner model (In coordination with LP&L staff)
- Relay settings, setting reports, documentation to meet NERC requirements.
- Six (6) in-person training sessions with training reference guides and step-by-step workflow documentation for future use.
- Power System Protection Philosophy and Setting Guide.
- Review, revise, and submit new reference designs to be used as standards for each typical protection application (based on Philosophy and Setting Guide).
- Test plan templates, and review checklists tailored to LP&L's relays and protection configurations (based on Philosophy and Setting Guide).

**COST PROPOSAL:**

SEnergy will provide services under this agreement related to the above referenced Scope of Work based on hourly time and expense billing but Not to Exceed the price of **\$675,000.**

A detailed breakdown for the three (3) year implementation plan is shown in the table below.

Year	Training	NERC Sprt (PRC-027)	Philosophy	Standards	Year Total
2026	\$120,000.00	\$145,000.00	\$30,000.00	\$10,000.00	\$305,000.00
2027	\$110,000.00	\$105,000.00	\$ -	\$10,000.00	\$225,000.00
2028	\$100,000.00	\$ 35,000.00	\$ -	\$10,000.00	\$145,000.00
					\$675,000.00

**PROPOSED TIMELINE:**

At the time of proposal, SE estimates the project will require a total of three (3) years from the approval of this proposal for delivery of proposed scope to completion.

**CLARIFICATIONS:**

1. LP&L and SEnergy will coordinate on delivery of all project specific data, models, standards, and reviews as required for the scope of work.
2. LP&L will deliver requested data, models, standards and perform reviews in a timely manner so that project schedule is not negatively impacted.
3. LP&L and SEnergy will coordinate specific training dates, and all LP&L attendees will be made available for the duration of the training with minimal interruption.
4. LP&L will provide a training room and coordinate requirements for training with SEnergy staff.
5. SEnergy will provide training material as outlined in the scope above.
6. Training Program includes 6 in-person sessions and 6 remote meetings only. Additional training session may constitute a change.
7. Additional SEnergy Consulting and Engineering Support related to capital projects, operations, and maintenance is excluded from the scope of work and will be performed under separate “Task Authorizations”.

**APPROVAL:****LUBBOCK POWER AND LIGHT**

CLIENT

By:

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**SCHNEIDER ENGINEERING, LLC  
DBA SENERGY**

CONSULTANT

By:



Brian R. Hay, P.E. – Senior Vice President

POSITION	HOURLY RATE
Principal	\$350.00
Engineer VIII	\$300.00
Engineer VII/Senior Consultant V	\$275.00
Engineer VI/Senior Consultant IV	\$250.00
Engineer V/Senior Consultant III	\$230.00
Engineer IV	\$210.00
Engineer III	\$180.00
Engineer II/Senior Consultant II	\$160.00
Engineer I/Senior Consultant I	\$130.00
GIS Technician	\$105.00
GIS Analyst	\$140.00
GIS Developer	\$170.00
Senior Project Manager II	\$250.00
Senior Project Manager I	\$230.00
Project Manager III	\$200.00
Project Manager II	\$175.00
Project Manager I	\$145.00
Project Analyst III	\$145.00
Project Analyst II	\$130.00
Project Analyst I	\$100.00
Technician VIII	\$175.00
Technician VII	\$160.00
Technician VI/CADD Tech IV	\$150.00
Technician V/CADD Tech III	\$135.00
Technician IV/CADD Tech II	\$120.00
Technician III/CADD Tech I	\$105.00
Technician II	\$95.00
Technician I	\$85.00
Administrative Assistant	\$95.00
Subject Matter Expert	\$400.00

The Owner shall pay Engineer for services performed under this Agreement as follows:

#### **PERSONNEL OVERTIME CHARGES**

Hourly personnel overtime work will be invoiced at the base billing rate plus a multiplier of 1.5 times the employee hourly rate.

#### **ADMINISTRATIVE FEES**

Invoices will be assessed a 5% flat administrative fee.

#### **REIMBURSABLE EXPENSES**

- Mileage Reimbursement: \$0.80/mile for trucks, \$0.90/mile for fully equipped off-road survey trucks.
- Reimbursable expenses for transportation, hotel, copying, etc. will be billed at cost.



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** February 17, 2026

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**Summary:**

Consider and reject Invitation to Bid, ITB# 7113-26-ELD, LP&L Erskine Equipment and Materials.

**Background/Discussion:**

This request is to reject the bids received due to the bidders being unable to provide all equipment and materials requested or meet terms and conditions required. Staff will review and update the specifications and resubmit for bid.

**Recommendation:**

Staff recommends rejection of the proposal for ITB# 7113-26-ELD, LP&L Erskine Equipment and Materials, 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 solicited proposals pursuant to Invitation to Bid #7113-26-ELD (the “ITB”), regarding the LPL Erskine Equipment and Materials;

WHEREAS, the proposals received did not meet the needs of LP&L;

WHEREAS, as a result, LP&L staff recommends to the Electric Utility Board that it reject all proposals related to the ITB; NOW, THEREFORE:

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

THAT the Electric Utility Board of the City of Lubbock hereby rejects all bids received in the Invitation to Bid #7113-26-ELD, regarding the LP&L Erskine Equipment and Materials.

Passed by the Electric Utility Board this 17<sup>th</sup> day of February, 2026.

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Edwin “Butch” Davis, Chair

ATTEST:

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Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Keli Swan, General Counsel



## Lubbock Power & Light

### Electric Utility Board

#### Agenda Item Summary

**Meeting Date:** February 17, 2026

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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, with CBS Field Services for completion of the ongoing Substation ArcFlash Study project, ability to execute task authorizations to analyze new substations, and an annual modification clause for changes to our system. This will be a 3-year agreement with a not-to-exceed of \$325,000.00.

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

The purpose of this PSA is to complete the comprehensive Arc Flash analysis of all LP&L substations in accordance with National Fire Protection Association (NFPA) 70E personnel and equipment safety requirements.

The Annual Incident Energy Analysis Modification and project specific task authorizations allowed in this PSA will ensure compliance is maintained as changes, both big and small, continue to occur on LP&L's Power System without the need for another system wide audit.

#### **Fiscal Impact:**

Funds are available in various annual capital projects for this purpose.

#### **Recommendation:**

Staff recommends approval of the Professional Services Agreement for **CBS Field Services, of Irving, Texas for \$325,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

**RESOLUTION**

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

WHEREAS, LP&L desires to enter into a Professional Services Agreement with CBS Field Services for professional services relating to a comprehensive Arc Flash analysis of all LP&L substations in accordance with NFPA 70E personnel and equipment safety requirements;

WHEREAS, the Parties agreed to enter into this agreement for a fair and reasonable price;

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

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

Passed by the Board this 17th day of February, 2026.

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Edwin “Butch” Davis, Chair

ATTEST:

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Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

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Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

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Keli Swan, General Counsel

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

## COUNTY OF LUBBOCK

This contract (the “Contract” or “Agreement”), signed as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Signed Date”), is by and between CBS Field Services (“CBS”) a consultant licensed to do business in Texas (“Consultant”), and the City of Lubbock, a Texas home-rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”).

## WITNESSETH

**WHEREAS** LP&L desires to obtain services related to an audit of the City's and LP&L's Arcflash Study Project, as described in the attached Exhibits (the "Activities" or "Project").

**WHEREAS** Consultant has experienced professional staff and is qualified to provide professional 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 Consultant to provide professional Services, and Consultant desires to provide the Services related to same.

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

## ARTICLE I. TERM

The term of this Contract commences on February 17, 2026 (“Start Date” or “Effective Date”) and continues without interruption until February 28, 2029. 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 two additional one-year terms, so long as the amount of the consideration payable hereunder does not exceed the Chief Administrative Officer’s total purchasing authority. An amendment to

this Agreement resulting in an increase of consideration exceeding the Chief Administrative Officer's purchasing authority must be approved by LP&L's Electric Utility Board.

## ARTICLE II. SERVICES AND COMPENSATION

A. Consultant shall conduct all Activities as set forth in the Scope of Services detailed below in Exhibit "A" (the "Services").

B. Consultant shall complete the Services and receive compensation as described in Exhibit B. Consultant shall invoice LP&L monthly in an amount equal to actual hours of Services furnished multiplied by the current billing rate of the Consultant. LP&L shall pay invoices within thirty (30) days of receipt by LP&L less than any disputed amounts. Chief Administrative Officer or his designee may, in his or her discretion, authorize a new Exhibit A 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 to be paid here under shall not exceed, in any circumstance, the sum of Three hundred and twenty-five thousand dollars and zero cents (\$325,000.00).

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

## ARTICLE III. TERMINATION

A. **General.** LP&L may terminate this Contract, for any reason or for convenience, upon thirty (30) days' written notice to Consultant. In the event this Agreement is so terminated, LP&L shall only pay Consultant for pro-rated Services performed by Consultant up to the date Consultant is deemed to have received notice of termination.

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

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

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

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

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

A. **Existence.** Consultant is a 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.** Consultant 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 Consultant. This Contract constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms hereof.

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

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

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

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

Consultant and LP&L agree that Consultant shall perform the duties under this Agreement as an independent contractor and shall be considered an independent contractor under this Agreement and/or in its activities hereunder for all purposes. Consultant has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Consultant and Consultant’s employees and/or approved sub-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 SUBCONTRACTORS**

Subject to the terms of this Agreement, Consultant may retain consultants, sub-contractors, or other third parties (collectively referred to herein as "Sub-contractors") to perform certain duties on behalf of Consultant, as outlined in Exhibit "A", attached hereto and incorporated herein by reference, provided that LP&L gives prior written approval of each such Sub-contractor. Consultant shall remain fully responsible to LP&L for the performance of all Services under this Agreement, regardless of the use or approval of any Sub-contractor. The retention of any Sub-contractor shall in no way relieve Consultant of its obligations under this Contract, and Consultant shall be liable for all acts and omissions of its Sub-contractors as if they were the acts and omissions of Consultant. Consultant shall require all Sub-contractors to carry insurance coverage equivalent to that required of Consultant under this Agreement and shall ensure that such insurance names both the City of Lubbock (as further defined in Article VIII below) and Consultant as additional insureds. Consultant shall provide LP&L with proof of such coverage prior to the commencement of any work by the Sub-contractor.

## **ARTICLE VIII. INSURANCE**

Consultant shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance Consultant authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, 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 coverage, 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 General Liability:

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

General Aggregate Limit: \$2,000,000.00

Worker's Compensation

Per Occurrence Single Limit: Statutory

Employer Liability

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

Auto Liability Per Occurrence: \$1,000,000.00

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

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

Consultant or any cancellation or non-renewal of workers' compensation insurance coverage for the Consultant shall be a material breach of the contract.

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

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

## **ARTICLE IX. CONFIDENTIALITY**

Consultant shall retain all information received from or concerning or related in any way to LP&L and LP&L's business in strict 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**

**CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY**

**KIND OR TYPE, OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONTRACTORS, OR ANY OTHER PARTY OR ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

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

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

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

#### **ARTICLE XII. NOTICE**

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

mail, return receipt requested, in which case such notice shall be effective on the third (3<sup>rd</sup>) business day after such notice is so deposited.

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

**CBS Field Services**

Ryan Downey, PE

Telephone: (469) 233-8877

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

Lubbock Power & Light

Attn: John Sandifer

402 Municipal Drive

Lubbock, TX 79403

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

Telephone: (806) 775-2906

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

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

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

## ARTICLE XIV. CYBERSECURITY AND DATA PRIVACY

**A. Cybersecurity Warranty.** Consultant hereby warrants, to the full extent of its knowledge and ability, that there has been no material security breach or material compromise of or relating to any of the Consultant's information technology and computer systems, networks, hardware, software, data (including data of their respective customers, employees, suppliers, 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 Consultant 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, Consultant certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Consultant's compliance with the required controls. Consultant also, to the extent required by applicable law, represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

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

**C. Data Breach Notification.** In the event of a Data Breach or Data Incident, Consultant shall (i) notify LP&L of a Data Breach as soon as practicable, but no later than 24 hours after Consultant becomes aware of the Data Breach and (ii) notify LP&L of a Data Incident promptly after Consultant determines that the Data Incident did not rise to the level

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

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

- i. **Audit Scope:** The cybersecurity audit shall encompass the following areas data protection measures, access controls, encryption, incident response procedures, and compliance with relevant cybersecurity standards or regulations. The audit will be conducted using industry-recognized cybersecurity frameworks and best practices, as well as any security requirements outlined in this Agreement.
- ii. **Audit Access:** Consultant agrees to provide LP&L or its designated representatives with access to relevant systems, networks, logs, and documentation necessary for the audit. This includes providing the necessary technical information and facilitating any required on-site or remote assessments.
- iii. **Audit Resolution:** Consultant or the auditor will provide LP&L with a written report detailing the audit findings, including any identified vulnerabilities, gaps, or areas of

non-compliance. Consultant agrees to promptly address and remediate any identified cybersecurity issues in a timely manner. In the case of serious security risks, both parties will collaborate to implement immediate corrective actions.

- iv. Confidentiality: Notwithstanding any conflicting laws and regulations, both parties acknowledge and agree to maintain the confidentiality of any sensitive or proprietary information shared during the audit process. Audit findings and communications shall be treated as confidential, with disclosure limited to those who need to know for the purpose of addressing identified cybersecurity concerns.

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

#### **ARTICLE XIV. MISCELLANEOUS**

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

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

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

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

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

**F. Construction and Venue.**

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

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

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

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

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

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

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

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

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

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

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

To the extent Subchapter J, Chapter 552, Government Code applies to this Agreement, Consultant agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on

request of the governmental body; and (3) on completion of the Agreement, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

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

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

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

**T. Disclosure of Interested Parties.** To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Consultant shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Consultant submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas

Ethics Commission from time to time. If Consultant has not submitted a Disclosure Form pursuant to this section, Consultant represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

U. **Conflict of Terms.** In the event of a conflict between the terms of this Agreement and any attached Exhibits, Statements of Work, Terms and Conditions, 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**

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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, LP&L General Counsel

**CBS Field Services**

By: 

Name: Jason Bond

Title: VP Operations