

**The Electric Utility Board of
Lubbock Power & Light Agenda
October 21, 2025**

11:00am

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



Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

Lubbock Power & Light

www.lpandl.com

CITIZENS TOWER

1314 Ave K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

Citizens Tower

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

4. Consider a Resolution to recognize, honor, and appreciate the service of Electric Utility Board member Lewis Harvill.

Executive Session

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies;
 - (iii) West Loop Discussion;
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.
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).
8. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

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

9. Approve the minutes from the Regular Electric Utility Board meeting held on September 16, 2025.
10. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
11. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.
12. Discuss and take action regarding the appointment and confirmation of a Board member to the Electric Utility Board’s Technical Review Committee.
13. Consider a resolution recommending to the City Council of the City of Lubbock, an appointment to the Electric Utility Board, in accordance with Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock.
14. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Contract to Townsend Tree Service Company, LLC, RFP 7117-25-ELD, LP&L Tree Trimming Services – Annual Pricing for an estimated annual cost of \$1,400,000. Contractor will provide crews and equipment for tree trimming to clear LP&L’s power lines, improve reliability and protect the safety and welfare of customers.
15. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Second Amendment to Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, with INPOWERD, LLC for NERC Cyber Security consulting and compliance support services to increase the current not-to-exceed of \$950,000.00 by \$500,000.00 to \$1,450,000.00 and to extend the term of the agreement by one year.

Consent

16. Consider a budget amendment, amending the FY 2025-26 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas. To create and establish and fund \$150,000.00 in Capital Improvement Project #92951 – Citizens Tower 5th Floor – Storage to Office Renovation and transfer funds from Fund 211 - Electric Operations to Fund 214 - Electric Capital. Additionally, reduce Compensation and Benefits in Fund 211 – Electric Operations by \$99,115.28 to reflect LP&L’s updated Cost of Living Adjustment (COLA) match with the City.
17. Consider a resolution delegating the authority of the LP&L Chief Administrative Officer, or his designee, to execute Jackson Walker LLP engagement Letter regarding legal and consulting services related to disposal of generation assets.
18. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Altec Industries, Inc., Sourcewell Contract 040924-ALT. This Sourcewell quote for \$458,402 is for two 48 foot bucket trucks, the first unit to be delivered within 2 months after receipt of order will be utilized as a spare under FY 2024-25 Capital Program for all departments. The second unit will be a replacement to LP&L’s Fleet as approved in the FY 2025-26 Capital Program budget and will be delivered within 8 months.
19. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Third Amendment to the Professional Services Agreement dated April 19, 2021, by and between the City of Lubbock, acting by and through LP&L, and Black and Veatch Corporation, regarding capital projects including substation upgrades. This Amendment is to increase the Not-to-Exceed amount of \$3,730,000.00 by \$100,000.00 to \$3,830,000.00 and to extend the term of the Agreement until July 5, 2027. This Amendment does not change the terms of the Original Agreement.
20. Consider a resolution rejecting all bids for Request for Proposal (RFP) #7113-25-ELD - LP&L for Joint Trenching and Boring Services - Annual Pricing. Offers exceeded the estimate for this proposal and will be re-evaluated by the department.
21. Adjourn.

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

Posted on the bulletin board outside the south entrance of Citizens Tower, 1314 Ave. K., Lubbock, Texas, on the 15th October 2025, at 12:30 P.M. By: *Beatrice Duenez*

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



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider approval of a resolution honoring the Electric Utility Board Service of Lewis Harvill.

Background/Discussion:

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

Lewis Harvill was appointed to the Electric Utility Board in 2022 and served with distinction. In addition to his service as a board member, he served as Chairman of the Technical Review Committee from 2023 to 2025.

Mr. Harvill served on the Electric Utility Board during a time of great change as Lubbock Power & Light worked to become the first municipally owned utility to join the retail competitive market in ERCOT inception in 2002. Mr. Harvill is leaving a lasting impact on Lubbock Power & Light and the customers we serve and we sincerely thank him for his unwavering support and service to the City of Lubbock.

Fiscal Impact:

No unplanned impacts are anticipated.

Recommendation:

Staff recommends approval of this resolution.

RESOLUTION

WHEREAS, Lewis Harvill was appointed to the Lubbock Power & Light (LP&L) Electric Utility Board (EUB) in 2022 during a time of major transition for the utility;

WHEREAS, Lewis Harvill served in the role of Technical Review Committee Chairman from 2023 until his departure from the Electric Utility Board in 2025;

WHEREAS, Lewis Harvill served the Board when the transition to ERCOT was being conducted with major decisions and hurdles yet to come. As a board member, Lewis strongly supported the effort and was a part of many difficult decisions necessary to move the project forward;

WHEREAS, Lewis Harvill worked on the challenges facing LP&L in collaboration with staff and always with positive energy and wisdom that moved the utility forward in pursuit of historic goals;

WHEREAS, Lewis Harvill took part in the historic vote to move into retail competition in the ERCOT market;

WHEREAS, as the Chair of the Technical Review Committee, Lewis Harvill oversaw the implementation of important changes to LP&L's operations that proved vital in the effort to strengthen the reliability and resiliency of its equipment and technology;

WHEREAS, as a member of the EUB, Lewis Harvill's leadership allowed LP&L to lower rates for customers; to build 160 miles of transmission line; to upgrade 12 substations, to build three new substations, to negotiate a beneficial termination of a large power contract that would have barred LP&L's full entry to ERCOT, and to achieve the distinction of being the largest migration of electrical load in ERCOT history;

WHEREAS, as a member of the EUB, Lewis Harvill displayed consistent and clear leadership and resolve as LP&L worked through the largest project in its history. Through his leadership, LP&L has achieved more than most expected and grew as an organization; NOW, THEREFORE

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

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

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

THAT we as a Board and as a Utility are better today because of Lewis' service.

Passed by the Electric Utility Board this 21st day of October 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer, LP&L

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

**The Electric Utility Board of
Lubbock Power & Light Minutes
September 16, 2025
11:00am**

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



Lubbock Power & Light

www.lpandl.com

Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

CITIZENS TOWER

1314 Ave K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

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Council Workroom 101A

EUB

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

City Staff

Matt Wade

City Council

Mayor Pro Tem Christy Martinez-
Garcia

LP&L Staff

Joel Ivy
Keli Swan
Beatrice Duenez
Blair McGinnis
Skylar Borunda
Clint Gardner
Matt Rose
Kody Morris
Chris Sims
Amy Day
Jeff Baker
Tamara Randles
Tom Jennings
Kacey Johnson
Luke Miller
Daniel Garcia
Marty Muniz
Renee Treat
Camille Powe
Rachel Hendrix
Megan Moniz

1. Call to Order.

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

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

No members of the Public signed up for public comment.

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

Item 8 was taken up out of order, to note that board member Dr. Craig Rhyne be added as present on the minutes. A motion to correct and approve the minutes as amended was made by Board member Rhea Hill and was seconded by Board Member Dan Wilson. The Board voted to approve the minutes with a vote of 8-0.

Board member Dr. Solomon Fields briefed the Board on the earlier Customer Engagement Committee meeting and informed the Board of discussions for upcoming actions on new endowment and scholarship

Executive Session

The Board recessed into executive session at 11:06 a.m.

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies;
 - (iii) West Loop Discussion;
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal advice regarding issues herein listed on the agenda;
 - (ii) legal advice and counsel regarding contemplated litigation matters;
 - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

Open Session

Board member Mike Stevens left the meeting at 12:36 p.m.

Chair Stafford reconvened the meeting in open session at 12:38 p.m.

8. Approve the minutes from the Regular Electric Utility Board meeting held on August 19, 2025.

This item was taken out of order and was voted on in previous section.

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

Chief Administrative Officer Joel Ivy presented the operations report to the Board, highlighting and contextualizing the reliability performance with the “SAIDI” metric and highlighted LP&L’s safety performance. Chief Public Affairs Officer Matt Rose led a discussion on interactions with LEDA and interconnection agreements.

10. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

Director of Finance Kacey Johnson gave a presentation on the July Financials. Director of Financial Planning and Analysis Daniel Garcia presented on cash projections and capital allocation.

Consent

Chair Stafford asked for a motion to approve the items on the consent agenda 11-14.

Items 12 and 13 were pulled for open discussion.

Dan Wilson made a motion that was seconded by Board member Dr. Solomon Fields and was passed by a vote of 7-0 to approve consent items 11 and 14.

11. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute an amendment to the Master Services Agreement with Doble Engineering for testing equipment, software, and/or services for the purpose of diagnostic testing of LP&L substation equipment and assets. The amendment is to allow for an upgrade from the Doble M4100 Power Factor test set to a M7100 Power Factor test set to take advantage of newer technology

advances for substation testing equipment, which will increase system reliability. This Amendment changes the Not-to-Exceed value of \$335,704.30 by \$20,000.00 to \$355,704.30 and does not change the term of the Agreement.

LP&L Chief Performance Officer Chris Sims presented this item to the Board. Upon completion of the discussion, Chair Stafford asked for a motion to approve the resolution. Dr. Solomon Fields made the motion, which was seconded by Dr. Craig Rhyne. The motion passed with a vote of 7-0

12. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a First Amendment to the Pipeline Service and Maintenance Agreement by and between the City of Lubbock, acting by and through LP&L, and EverLine Compliance, LLC. The Amendment is to account for increased need to address Texas 811 line location services. This Amendment changes the Not-to-Exceed value of \$99,000.00 by \$251,000.00 to \$350,000.00 and does not change the term of the Agreement.
13. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a Renewal to Oracle Ordering Document CPQ-3490085 and to Public Sector Agreement for Oracle Cloud Services originally executed May 29, 2018 and amended May 16, 2023 to extend the services related to support for an additional test environment. This Renewal of the Ordering Document extends the term of the project by one year to September 30, 2026 and allocates \$93,762.90 for the year.
14. Consider a resolution delegating the authority of the LP&L Chief Administrative Officer, or his designee, to execute Latham & Watkins LLP engagement Letter regarding legal and consulting services related to disposal of generation assets.

LP&L General Counsel Keli Swan presented this item to the Board. Board Member Eddie Schulz made a motion to add language to the resolution recommending to City Council approval of the same engagement letter. The motion was seconded by Vice Chair Butch Davis. The motion was approved by a vote of 7-0.

15. Adjourn.

Chair Stafford adjourned the meeting at 1:00 p.m.

Prepared by:

Approved by:

Eddie Schulz, Secretary

Gwen Stafford, Chair

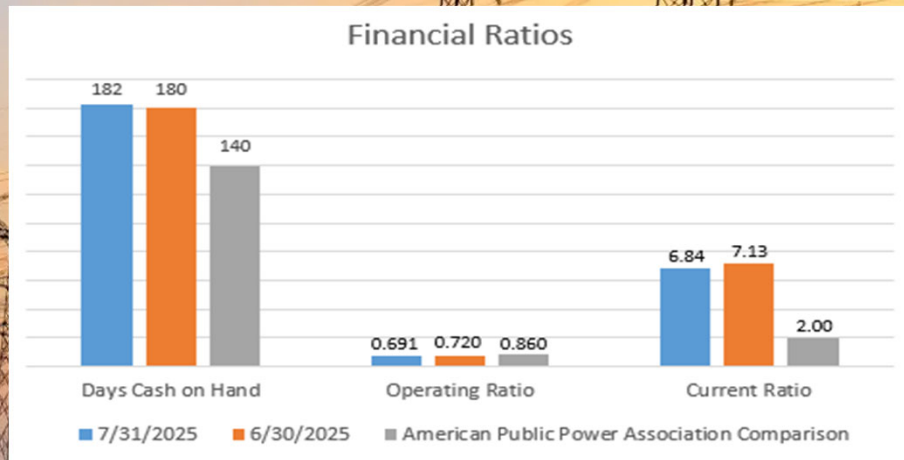
Agenda Item #10

July Financial Presentation

Balance Sheet and Cash Flow— July (Page 39-40 and Page 42)

	July 2025	June 2025	Variance		July 2025	July 2025 FYTD
ASSETS				CASH FLOWS FROM OPERATING ACTIVITIES		
Current assets:				Receipts from customers	\$ 11,350,684	\$ 141,154,877
Pooled cash and cash equivalents	\$ 92,532,528	\$ 91,293,724	\$ 1,238,804	Payments to suppliers	(5,121,283)	(94,277,387)
Receivables-CCS	3,933,380	3,974,544	(41,164)	Payments to employees	(2,229,171)	(24,364,482)
Receivables-MTM	27,974,590	20,378,052	7,596,538	Other receipts (payments)	(1,599,672)	(8,425,922)
Other Current Assets	3,869,436	3,722,039	147,397	Net cash provided (used) by operating activities	2,400,558	14,087,086
Total current assets	128,309,934	119,368,360	8,941,574			
Total capital assets	635,166,200	635,707,224	(541,024)	CASH FLOWS FROM NONCAPITAL AND RELATED		
Total noncurrent assets	681,890,547	682,560,980	(670,433)	FINANCING ACTIVITIES		
Total Assets	\$ 810,200,482	\$ 801,929,340	\$ 8,271,142	Net cash provided (used) by noncapital and related financing activities	(172,867)	(1,728,674)
LIABILITIES				CASH FLOWS FROM CAPITAL AND RELATED		
Accounts payable	\$ 6,492,001	\$ 6,286,897	205,104	FINANCING ACTIVITIES		
Accrued interest payable	6,296,111	4,529,383	1,766,728	Net cash provided (used) for capital and related financing activities	(1,598,868)	(59,722,547)
Other Current Liabilities	5,980,978	5,936,894	44,084			
Bonds payable	-	-	-	CASH FLOWS FROM INVESTING ACTIVITIES		
Total current liabilities	18,769,090	16,753,174	2,015,916	Net cash provided (used) by investing activities	609,981	7,807,159
Total noncurrent liabilities	548,192,219	548,192,219	-	Net increase (decrease) in cash and cash equivalents	1,238,804	(39,556,977)
Total Liabilities	\$ 566,961,309	\$ 564,945,393	\$ 2,015,916	Cash and cash equivalents - beginning of period	91,293,724	132,089,504
				Cash and cash equivalents - end of period	92,532,528	92,532,528
Total Net Position	\$ 247,920,832	\$ 241,665,607	\$ 6,255,225			

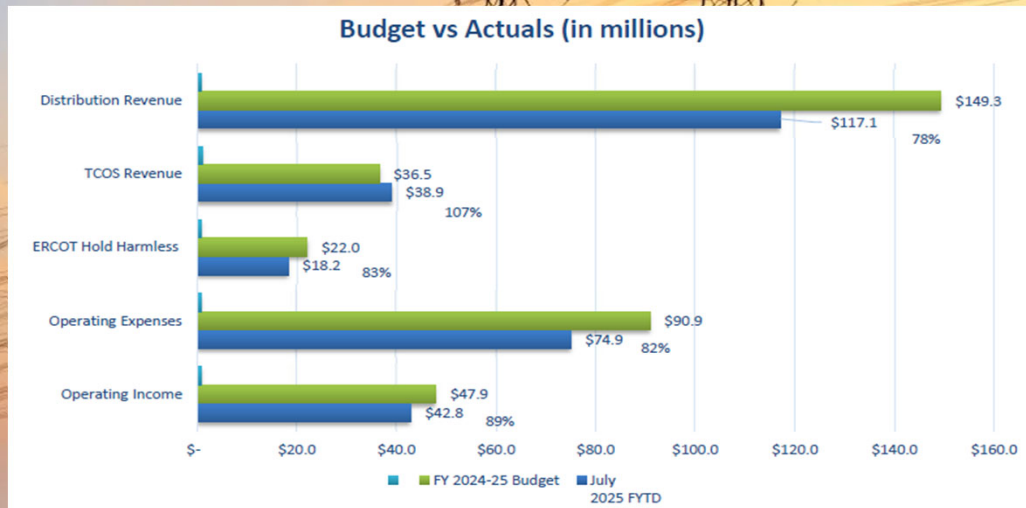
Financial Ratios– July (Page 32)



Income Statement– July (Page 41)

	July 2025	July 2025 Budget	July 2025 FYTD	FY 2024-25 Budget
<u>OPERATING REVENUES</u>				
Distribution Revenue	\$ 16,869,015	\$ 12,439,843	\$ 117,114,664	\$ 149,278,118
TCOS Revenue	3,854,399	3,038,932	38,926,162	36,467,179
ERCOT Hold Harmless	(1,820,444)	(1,833,333)	(18,208,900)	(22,000,000)
Provision for bad debts	3,088	-	773,478	-
Total Operating Revenues	18,906,058	13,645,441	138,605,404	163,745,297
<u>OPERATING EXPENSES</u>				
Operating Expenses	7,452,246	7,572,112	74,917,568	90,865,340
Depreciation and amortization	2,153,977	2,085,103	20,877,422	25,021,241
Total Operating Expenses	9,606,223	9,657,215	95,794,990	115,886,581
Operating income	9,299,836	3,988,226	42,810,414	47,858,716

Budget to Actuals – July (Page 51)



FY 24-25 Cash Projections

Date	Amount
July	\$92M - (\$58M net Capital Allocation)
August (Estimate)	\$96M Total - (\$64M net Capital Allocation)
September Year-End (Estimate)	\$100M Total - (\$70–75M net Capital Allocation)
Original Budgeted Projection	\$72M - net Capital Allocation



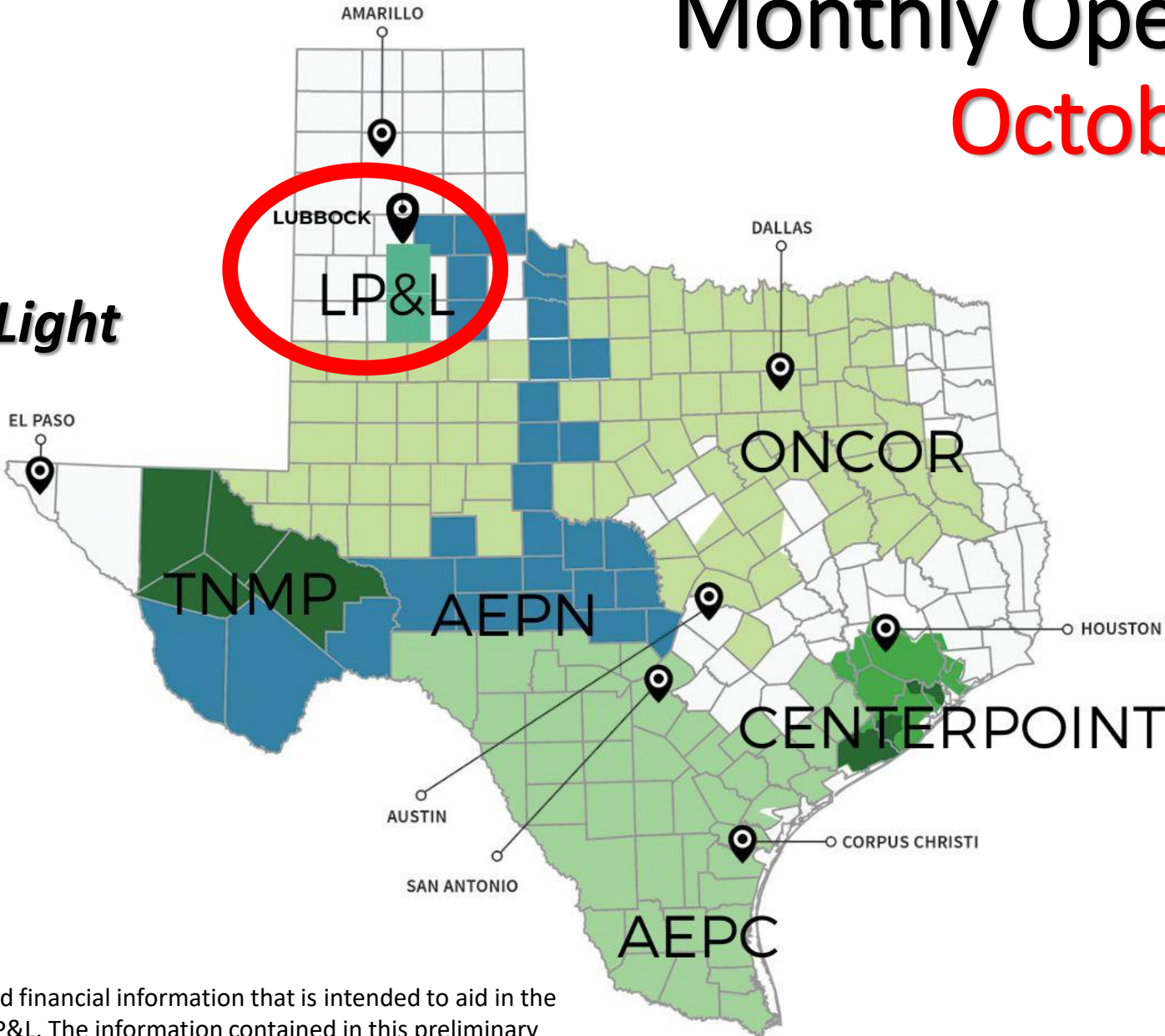
Monthly Operational Report

October 2025

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**Lubbock
Power & Light**



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

LP&L's Monthly Operational Report Table of Contents

LP&L's Three Pillars of Success

Safety Performance

Financial Performance Summary

Customer and Sales Summary

Operations and Maintenance Summary

Transmission & Distribution Performance

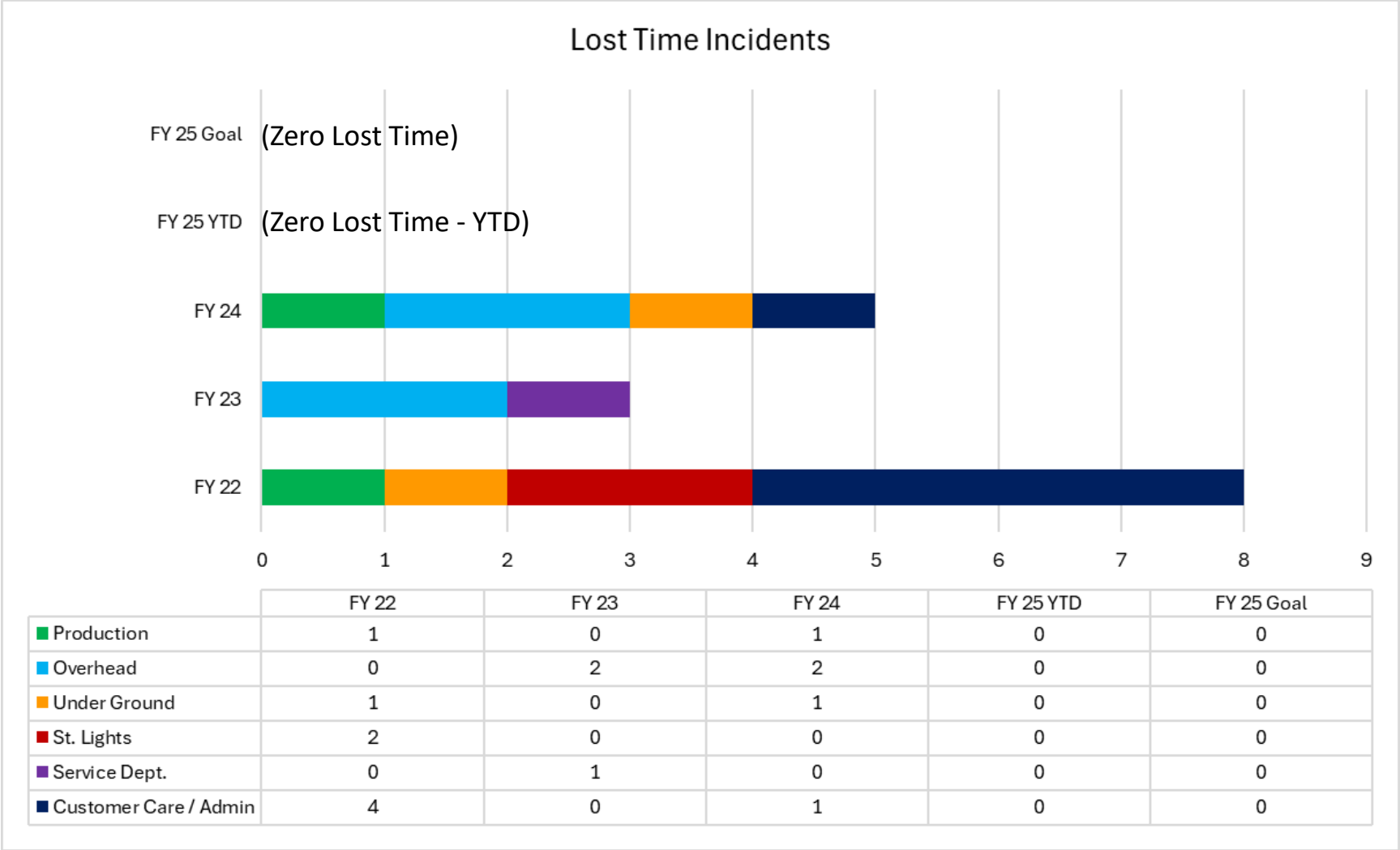
Customer Service Performance

Public Affairs Summary

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

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

LP&L's Operational Performance - Safety

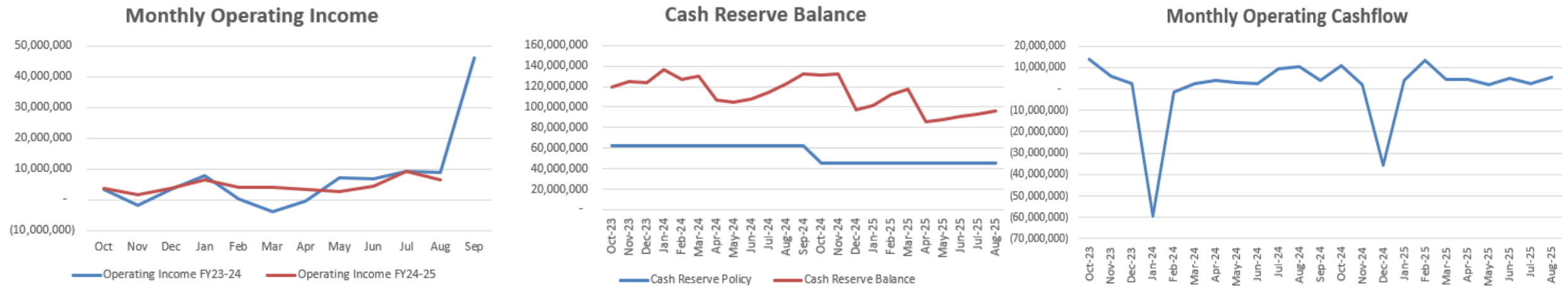


Culture of Zero

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

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

LP&L's Financial Performance Summary



Headlines:

- Monthly Operating Income
 - August 25- Monthly Operating income shows an slight decrease from last year due to milder summer temperatures. However, YTD Operating Income is coming in at a \$9m increase over this time last year
- Cash Reserve Balance
 - We continue to see a steady increase in our cash reserve balance after our April bond payment
- Monthly Operating Cash Flow
 - We see an increase in monthly operating cash flow from last month due to the increase in load billed out in June/July.

P&L's Financial Performance Summary: Income Statement

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Income Statement	August 2025	August 2024	Variance
Operating Revenues	\$ 154,659,879	\$ 209,800,018	\$ (55,140,140)
Operating Expenses			
Personal Services	\$ 26,549,964	\$ 24,564,346	\$ 1,985,618
Supplies/Maintenance/Other	17,801,908	19,466,897	(1,664,989)
Purchase of Power and Transmission	38,149,997	104,057,665	(65,907,668)
Depreciation and Amortization	22,864,094	21,334,940	1,529,154
Total Operating Expenses	\$ 105,365,962	\$ 169,423,848	\$ (64,057,886)
Operating Income	49,293,916	40,376,170	8,917,746
Non-Operating Revenues (Expenses)	\$ (32,001,594)	\$ (22,637,889)	\$ (9,363,705)
Transfers	(1,901,542)	(2,008,651)	107,110
Change in Net Position	\$ 15,390,781	\$ 15,729,630	\$ (338,850)

- Decrease in revenues and expenses from 24 to 25 is a result of PCRF and Purchased Power no longer being a function of the business.
- Operating Income (YTD) shows increase of \$8.9M from last year
- Increase in Non-Operating Expenses as result of \$9.6M disposition of generation assets

LP&L's Financial Performance Summary: Assets

Current Assets	August 2025	September 2024	Variance
Cash & Investments	\$ 95,987,821	\$ 132,089,504	\$ (36,101,684)
Accounts Receivable	33,041,688	34,457,443	(1,415,756)
Other	3,521,849	4,404,398	(882,549)
Noncurrent Assets			
Restricted Investment	46,316,856	47,831,702	(1,514,846)
Goodwill/Prepaid	555,553	677,775	(122,222)
Capital Assets, net	635,302,689	652,486,464	(17,183,775)
Total Assets	\$ 814,726,454	\$ 871,947,286	\$ (57,220,832)
Deferred Outflows of Resources	\$ 14,532,820	\$ 14,620,924	\$ (88,103)
	\$ 829,259,274	\$ 886,568,210	\$ (57,308,936)

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

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

Current Liabilities	August 2025	September 2024	Variance
Accounts Payable/Due To	\$ 6,376,109	\$ 48,699,705	\$ (42,323,596)
Accrued Liabilities	13,856,031	16,869,823	(3,013,791)
Bonds Payable	-	20,130,000	(20,130,000)
Noncurrent Liabilities			-
OPEB/NPO/Comp. Absences	39,988,467	39,988,467	-
Leases Payable	527,939	527,939	-
Bonds Payable	507,675,813	514,908,141	(7,232,327)
Total Liabilities	\$ 568,424,359	\$ 641,124,075	\$ (72,699,715)
Deferred Inflows of Resources	\$ 9,851,161	\$ 9,851,161	\$ -
Net Position	\$ 250,983,755	\$ 235,592,974	\$ 15,390,781

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

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

Cash Flow Statement	Aug2025	Fiscal YTD
Cash Flow From Operating		
Receipts from customers	\$ 14,920,757	\$ 156,075,635
Payments to suppliers	(5,179,478)	(99,456,865)
Payments to employees	(2,185,482)	(26,549,964)
Other receipts (payments)	(1,975,578)	(10,401,500)
Net Cash by operating activities	\$ 5,580,220	\$ 19,667,306
Cash Flow From Financing		
Net Cash by Financing	\$ (2,437,684)	\$ (63,888,903)
Cash Flow From Investing		
Net Cash by Investing	\$ 312,755	\$ 8,119,914
Cash Flow – Beginning of Period	\$ 3,455,293	\$ (36,101,684)
Cash Flow – End of Period	\$ 92,532,528	\$ 132,089,504
Net Position	\$ 95,987,821	\$ 95,987,820

- Operating cash flows are coming in above average due to an increase in payments from REPS from July billing
- Negative cash flow in Financing Cash Flows for the year is a result of the \$35M revenue bond payment

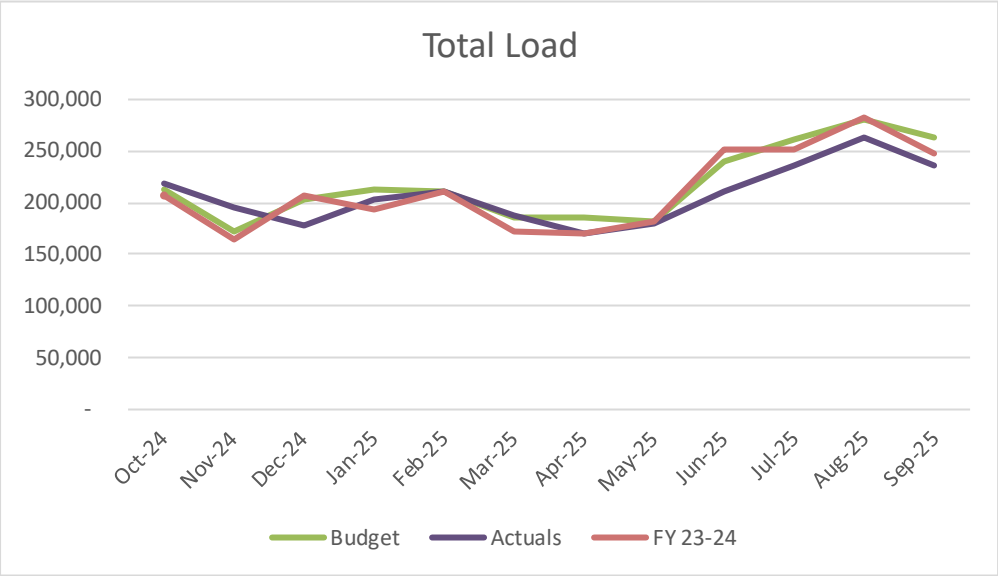
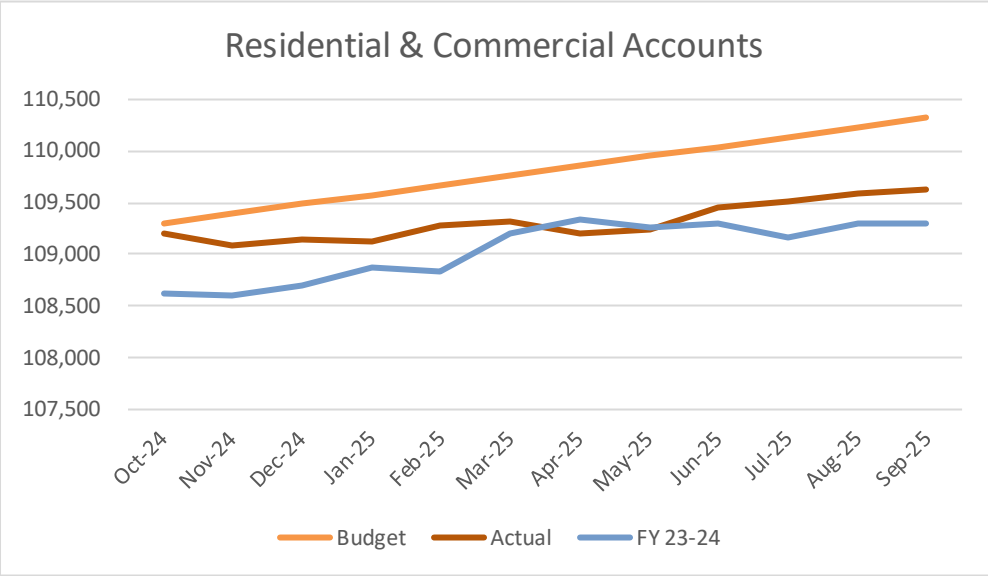
LP&L’s Financial Performance Summary: Financial Metrics - August

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
August	0.860	0.681		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
August	2.00	6.55		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)
August	140	189		Number of days operating expenses can be covered by current cash on hand. A higher number is better.

LP&L’s T&D Performance: Capital Work - August

Project Type	Appropriation To Date	FY 2024-25 EXPENDITURES & COMMITMENTS				
		Budget	Expenditures & Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
Substation Projects	6,535,000	1,335,000	360,178	974,823	46.49	53.51
Distribution Projects	20,887,273	9,198,000	6,220,158	8,133,342	94.45	5.55
Annual Projects	69,626,016	13,455,000	8,699,049	6,160,773	74.84	25.16
Dispatch/GIS/SCADA	5,517,000	1,317,000	720,012	839,259	61.59	38.41
Other	3,195,000	2,995,000	2,419,420	525,557	99.85	0.15
Grand Total	\$ 105,760,289	\$ 28,300,000	\$ 18,418,817	\$ 16,633,754	58.78	41.22

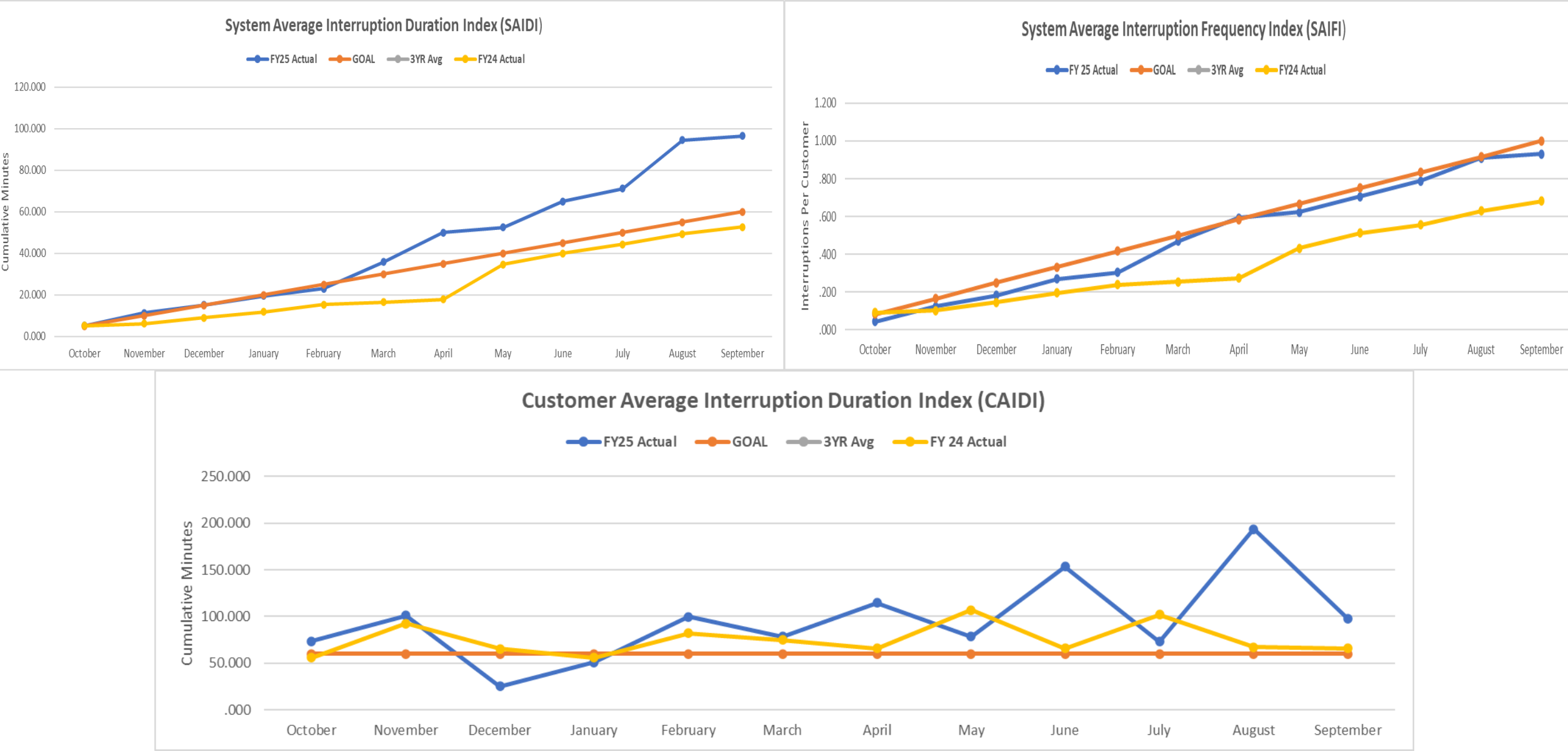
LP&L's Customers and Load Summary - September



	September			
	Actual	Budget	Variance	% Var
Total Load(MWh)				
Residential	104,563	112,413	(7,849)	-7.0%
Commercial & Industrial	130,662	150,272	(19,611)	-13.1%
Total	235,225	262,685	(27,460)	-10.5%
Average Usage (kwh)				
Residential	1,102	1,177	(75)	-6.4%
Commercial & Industrial	8,845	10,124	(1,279)	-12.6%
Total	9,948	11,301	(1,354)	-12.0%

	Year-to-Date			
	Actual	Budget	Variance	% Var
Total Load(MWh)				
Residential	1,005,277	1,064,279	(59,002)	-5.5%
Commercial & Industrial	1,481,898	1,549,041	(67,143)	-4.3%
Total	2,487,175	2,613,320	(126,145)	-4.8%
Average Usage (kwh)				
Residential	10,628	11,147	(518)	-4.7%
Commercial & Industrial	100,587	104,359	(3,772)	-3.6%
Total	111,216	115,506	(4,290)	-3.7%

LP&L's T&D Performance: Reliability - September



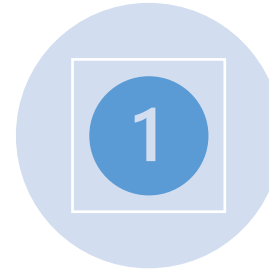
LP&L's Customer Service Performance: Market Operations - September



REPORT DAY:
2025-09-30



INSTALLED
METERS: 111,553



ONE DAY READ
RATE: 98.13



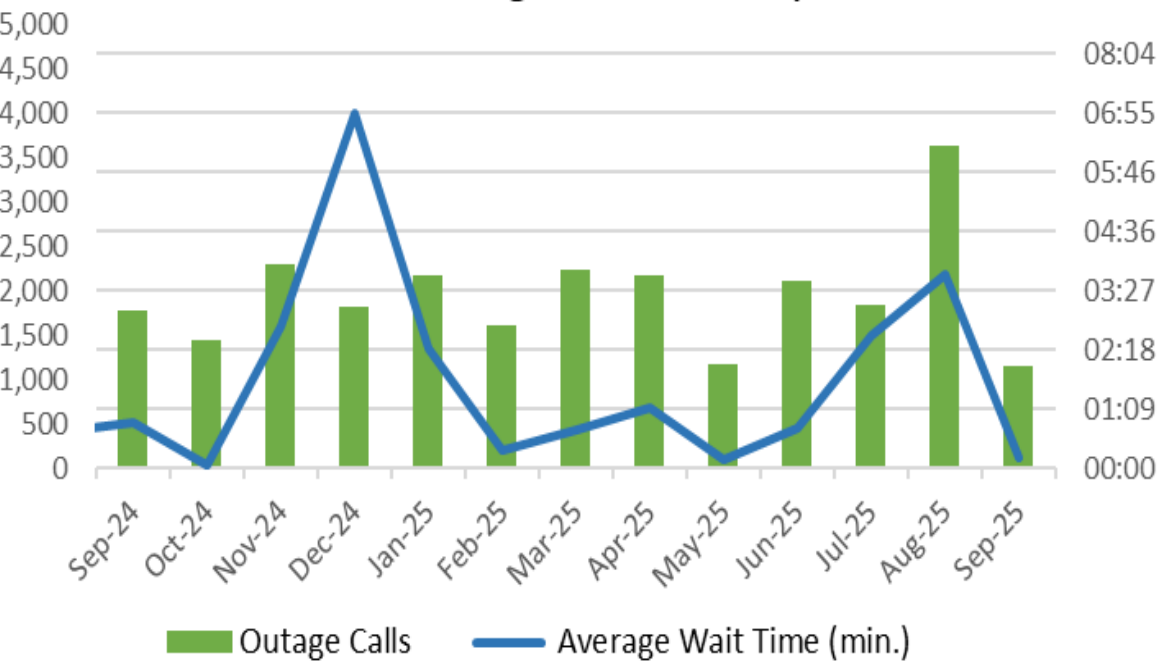
THREE DAY READ
RATE: 99.87

Culture of Zero

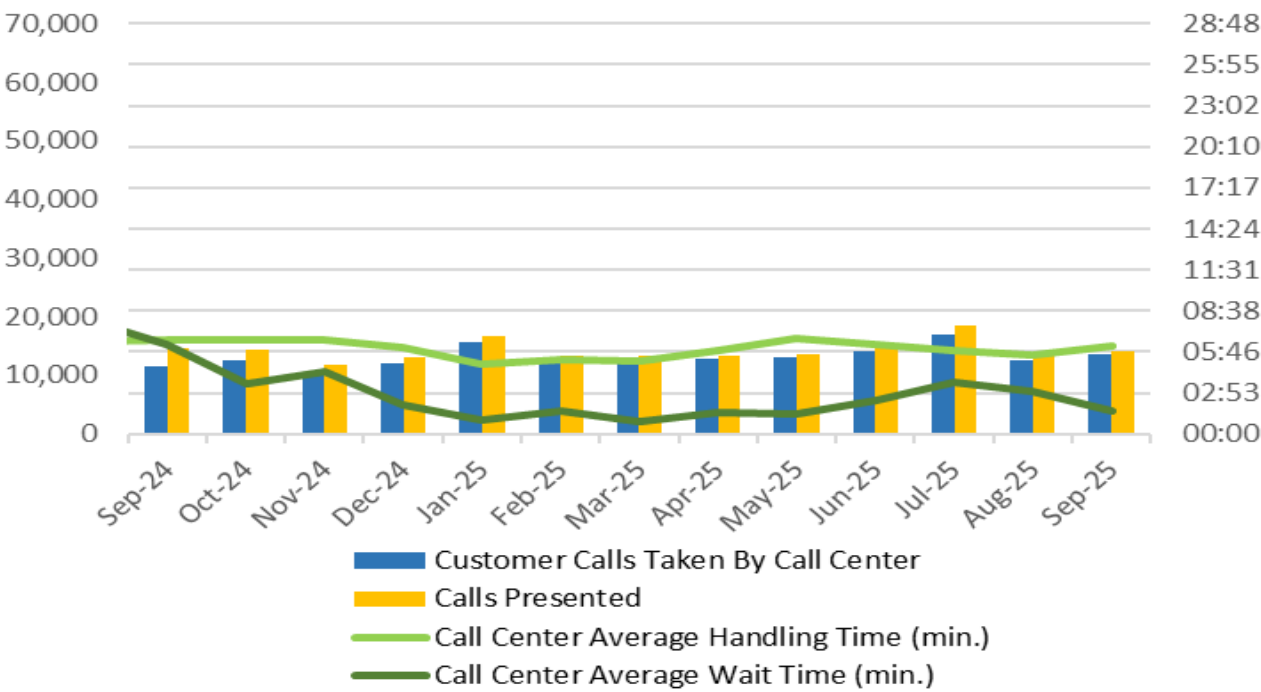
LP&L has adopted a mindset whereby Retail Electric Providers can count on us to deliver high value and accurate information. We will center our performance around attaining 0 (zero) REP complaints by systematically eliminating the leading indicators.

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

Outage Calls Activity



Call Center Activity



Public Affairs Update

State Legislature

- 89th Legislature concluded its regular session on June 2, 2025; PUC appointments will come during interim session, as of this meeting there is no word on filling the two vacant commissioner positions

Regulatory

- Closely watching relevant TCOS filings, rulings, and court decisions. Discussions around the West Loop Project will begin to pick up in the coming months

Communication Updates

- Ongoing safety and energy-saving tips and community involvement on social media
- Finalized unified branding guides for LP&L and COLU
- Promoted “Feel Good Fridays” on social, showcasing different departments’ roles and published the International Lineman Rodeo hype video for our guys headed to compete this month
- LP&L customer/employee newsletter published
- Key Account appreciation luncheon held on October 8
- Public Power Week promotion/customer appreciation event held week of October 11

Opportunities

- Future communications on rates, debt reduction, and infrastructure updates.
- Additional Plugged In stories (International Texas Lineman Rodeo recap, business spotlights)
- Strategic communications planning following LP&L’s success workshop



November 2025

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

December 2025

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

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
August 31, 2025

ASSETS

Current assets:

Pooled cash and cash equivalents	95,987,821	132,089,504	(36,101,684)
Receivables, net	33,041,688	34,457,443	(1,415,756)
Interest receivable	-	755,632	(755,632)
Prepaid expenses	25,000	25,000	-
Inventories	3,496,849	3,623,766	(126,917)
Total current assets	132,551,357	170,951,345	(38,399,988)

Noncurrent assets:

Restricted investments	46,316,856	47,831,702	(1,514,846)
Prepaid expenses	555,553	677,775	(122,222)
	46,872,408	48,509,477	(1,637,069)

Capital assets:

Construction in progress	18,919,714	5,927,793	12,991,921
Right of Use Asset-Leases	538,924	538,924	-
Right of Use Asset-SBITA	2,085,137	2,085,137	-
Production Plant	51,897,767	89,207,523	(37,309,756)
Transmission Plant	343,191,309	343,187,646	3,663
Distribution Plant	462,253,532	462,133,276	120,256
Regional Trans Market Oper Plant	2,767,780	2,767,780	-
General Plant	81,444,632	81,182,092	262,540
Less accumulated depreciation	(327,796,106)	(334,543,707)	6,747,601
Total capital assets	635,302,689	652,486,464	(17,183,775)
Total noncurrent assets	682,175,097	700,995,941	(18,820,844)

Total Assets

\$	814,726,454	\$	871,947,286	\$	(57,220,832)
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DEFERRED OUTFLOWS OF RESOURCES

Deferred charge on refunding	\$	2,699	\$	90,803	\$	(88,103)
Deferred outflows from pensions		12,019,482		12,019,482		-
Deferred outflows from OPEB		2,510,639		2,510,639		-
Total Deferred Outflows of Resources	\$	14,532,820	\$	14,620,924	\$	(88,103)

Lubbock Power and Light
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	August 2025	September 2024	Variance
<u>LIABILITIES</u>			
Current liabilities:			
Accounts payable	\$ 6,376,109	\$ 48,699,705	(42,323,596)
Accrued liabilities	2,465,147	3,517,826	(1,052,679)
Accrued interest payable	7,887,408	9,592,917	(1,705,509)
Unapplied cash	1,126,033	1,381,636	(255,603)
Compensated absences	2,377,444	2,377,444	-
Bonds payable	-	20,130,000	(20,130,000)
Total current liabilities	20,232,140	85,699,528	(65,467,388)
Noncurrent liabilities:			
Compensated absences	2,717,987	2,717,987	-
Post employment benefits	15,713,909	15,713,909	-
Net pension obligation	21,556,571	21,556,571	-
Leases Payable	527,939	527,939	-
Bonds payable	507,675,813	514,908,141	(7,232,327)
Total noncurrent liabilities	548,192,219	555,424,546	(7,232,327)
Total Liabilities	\$ 568,424,359	\$ 641,124,074	\$ (72,699,715)
<u>DEFERRED INFLOWS OF RESOURCES</u>			
TMRS actual vs assumption	2,702,025	2,702,025	-
OPEB actual vs assumption	7,149,136	7,149,136	-
Total Deferred Inflows of Resources	\$ 9,851,161	\$ 9,851,161	\$ -
<u>NET POSITION</u>			
Net investment in capital assets	\$ 144,932,495	\$ 136,180,199	\$ 8,752,296
Restricted for:			
Debt Service	28,485,997	28,579,425	(93,428)
Unrestricted	77,565,263	70,833,350	6,731,913
Total Net Position	\$ 250,983,755	\$ 235,592,974	\$ 15,390,781

Lubbock Power and Light
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Statements of Net Position
August 31, 2025

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OPERATING REVENUES

	August 2025	August 2024	August 2025 FYTD	August 2024 FYTD
Distribution Revenue	\$ 13,955,039	\$ 15,485,202	\$ 131,069,703	\$ 203,369,342
(Over)/under collection	-	-	-	(15,488,467)
TCOS Revenue	3,854,399	3,990,062	42,780,560	42,909,423
ERCOT Hold Harmless	(1,820,444)	(1,822,883)	(20,029,344)	(20,051,781)
Provision for bad debts	65,481	116,282	838,959	(938,498)
Total Operating Revenues	16,054,475	17,768,663	154,659,879	209,800,018

OPERATING EXPENSES

Personal services	2,185,482	2,040,263	26,549,964	24,564,346
Supplies	81,485	110,870	1,333,652	1,458,565
Maintenance	378,962	307,332	3,932,969	3,527,118
Purchase of power and transmission	3,631,230	2,966,172	38,149,997	104,057,665
Other services and charges	1,307,142	1,677,219	12,535,286	14,481,214
Depreciation and amortization	1,986,672	1,919,881	22,864,094	21,334,940
Total Operating Expenses	9,570,972	9,021,737	105,365,962	169,423,848
Operating income	6,483,503	8,746,926	49,293,916	40,376,170

NON-OPERATING REVENUES (EXPENSES)

Interest income	471,928	620,894	5,849,435	7,272,143
Disposition of assets	22,736	-	(7,982,593)	87,094
Miscellaneous	(1,975,578)	(1,381,856)	(10,401,500)	(10,727,068)
Interest expense on bonds	(1,766,798)	(1,590,182)	(19,466,937)	(19,270,058)
Total Non-Operating Revenues (Expenses)	(3,247,712)	(2,351,145)	(32,001,594)	(22,637,889)
Income(Expenses) before contributions and transfers	3,235,791	6,395,781	17,292,322	17,738,282
Capital contributions	-	-	-	-
Transfers (In)	90,411	71,233	994,521	783,560
Transfers (Out)	(263,278)	(253,837)	(2,896,063)	(2,792,212)
Transfers, net	(172,867)	(182,605)	(1,901,542)	(2,008,651)
Change in Net Position	\$ 3,062,923	\$ 6,213,177	\$ 15,390,781	\$ 15,729,630
Net Position - beginning			\$ 235,592,974	\$ 213,870,034
Net position, ending			\$ 250,983,754	\$ 229,599,664

Lubbock Power and Light
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	Aug 2025	August 2025 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 14,920,757	\$ 156,075,635
Payments to suppliers	(5,179,478)	(99,456,865)
Payments to employees	(2,185,482)	(26,549,964)
Other receipts (payments)	(1,975,578)	(10,401,500)
Net cash provided (used) by operating activities	<u>5,580,220</u>	<u>19,667,306</u>
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	90,411	994,521
Transfers out to other funds	(263,278)	(2,896,063)
Net cash provided (used) by noncapital and related financing activities	<u>(172,867)</u>	<u>(1,901,542)</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(2,112,052)	(13,062,706)
Sale of capital assets	22,736	(477,985)
Principal paid on bonds	-	(30,821,897)
Issuance of bonds	-	3,547,672
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(175,501)	(21,172,446)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(2,264,817)</u>	<u>(61,987,361)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Sale (Purchase) of investments	(159,172)	1,514,846
Interest earnings on cash and investments	471,928	6,605,067
Net cash provided (used) by investing activities	<u>312,755</u>	<u>8,119,914</u>
Net increase (decrease) in cash and cash equivalents	3,455,293	(36,101,683)
Cash and cash equivalents - beginning of period	<u>92,532,528</u>	<u>132,089,504</u>
Cash and cash equivalents - end of period	<u><u>95,987,821</u></u>	<u><u>95,987,821</u></u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	6,483,503	49,293,916
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,986,672	22,864,094
Other income (expense)	(1,975,578)	(10,401,500)
Change in current assets and liabilities:		
Accounts receivable	(1,133,717)	1,415,756
Deferred Expenses - PPRF	-	0.30
Inventory	347,587	126,917
Prepaid expenses	-	-
Due from other governments	-	-
Accounts payable	(115,892)	(42,323,596)
Accrued liabilities	(8,871)	(1,052,679)
Customer deposits	(3,483)	(255,603)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>5,580,220</u>	<u>19,667,306</u>

Lubbock Power and Light
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	FYTD Aug 2025	Annual Budget	Variance	% of Budget Realized
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 5,849,435	\$ 1,073,215	\$ 4,776,220	545.04%
Rentals and recoveries	256,544	168,358	88,186	152.38%
Sale of equipment/recycle scrap	1,811,325	168,609	1,642,716	1074.28%
Metered Revenues				
Uncollectable Metered Revenues	838,959	-	838,959	0.00%
Base Rates	(18)	-	(18)	0.00%
Distribution System Revenue	114,627,442	131,924,036	(17,296,594)	86.89%
Purchased Power (excl. over/under recovery)	310	-	310	0.00%
Franchise Fee Equivalent	11,550,991	15,177,425	(3,626,434)	76.11%
Transmission Cost of Service (TCOS)	42,780,560	36,467,179	6,313,381	117.31%
ERCOT Hold Harmless Payment	(20,029,344)	(22,000,000)	1,970,656	91.04%
Fees and charges	1,806,102	650,880	1,155,222	277.49%
Outside work orders	3,081,880	1,478,537	1,603,343	208.44%
Tampering fees	2,998	47,240	(44,242)	6.35%
Miscellaneous	9,407,213	-	9,407,213	0.00%
Capitalized Asset Restricted Funds	-	-	-	0.00%
Transfer from Other Funds	994,521	1,084,931	(90,410)	91.67%
TOTAL FUNDING SOURCES	\$ 172,978,919	\$ 166,240,410	\$ 6,738,509	104.05%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 3,485,622	\$ 3,568,659	\$ (83,037)	97.67%
7112 - Regulatory Compliance	1,018,187	873,272	144,915	116.59%
7113 - Legal	687,670	1,372,280	(684,610)	50.11%
7211 - Conservation & Education	392,119	755,460	(363,341)	51.90%
Purchased Power				
7315 - Purchased Power	38,149,997	41,375,971	(3,225,974)	92.20%
Production				
7311 - Operations	1,721,925	1,476,418	245,507	116.63%
Distribution				
7411 - Supervision & Engineering	1,135,403	1,142,071	(6,668)	99.42%
7412 - Underground Lines	4,093,031	3,712,501	380,530	110.25%
7413 - Overhead Lines	5,417,772	5,299,847	117,925	102.23%
7414 - Load Dispatching	2,084,720	2,336,775	(252,055)	89.21%
7415 - Customer Service	4,518,123	4,953,640	(435,517)	91.21%
7416 - GIS	982,515	1,083,828	(101,313)	90.65%
7417 - Substations	2,011,777	2,618,536	(606,759)	76.83%
7418 - Engineering & Construction Mgmt	-	-	-	0.00%
7419 - Meter Shop	1,024,426	1,025,963	(1,537)	99.85%
7421 - Street Lights	2,052,093	2,396,342	(344,249)	85.63%
Transmission				
7611 - Supervision & Engineering	1,310,996	1,489,306	(178,310)	88.03%
7613 - Overhead Lines	1,114,185	1,510,131	(395,946)	73.78%
7614 - Load Dispatching	1,554,605	2,053,511	(498,906)	75.70%
7617 - Substations	1,081,752	1,782,777	(701,025)	60.68%
Customer Service				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	484,981	537,297	(52,316)	90.26%
7512 - Customer Information Systems	5,739,696	6,651,363	(911,667)	86.29%
7513 - Market Operations Group	1,279,554	1,816,310	(536,756)	70.45%
7514 - Customer Service	2,910,089	4,578,241	(1,668,152)	63.56%
7515 - Collections	2,432,636	2,054,605	378,031	118.40%
Reimbursement - City utilities & credit cards	(5,133,115)	(5,599,764)	466,649	91.67%
TOTAL COST CENTER EXPENSES	\$ 81,550,760	\$ 90,865,340	\$ (9,314,580)	89.75%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 48,446,670	\$ 48,470,738	\$ (24,068)	99.95%
Transmission System Inventory	795,788	-	795,788	0.00%
Transfers:				
Indirect cost allocation	1,849,694	6,592,848	(4,743,154)	28.06%
Payment in lieu of property tax	3,707,008	3,795,469	(88,461)	97.67%
Payment in lieu of franchise fee	15,538,512	13,077,425	2,461,087	118.82%
Cash funded electric capital	19,566,250	21,345,000	(1,778,750)	91.67%
Transfer to Debt Service for General Fund	1,046,369	1,141,493	(95,124)	91.67%
Miscellaneous Expense	23,949	113,000	(89,051)	21.19%
TOTAL FUND LEVEL EXPENSES	\$ 90,974,239	\$ 94,535,973	\$ (3,561,734)	96.23%
<u>TOTAL BUDGET</u>				
	\$ 172,524,999	\$ 185,401,313	\$ (12,876,314)	93.05%
Budget surplus/(deficit)	\$ 453,920	\$ (19,160,903)	\$ 19,614,823	

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

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
ADMINISTRATION																
ADMINISTRATION																
COMPENSATION	\$ 120,344	\$ 247,791	\$ 157,288	\$ 153,183	\$ 153,921	\$ 161,049	\$ 163,221	\$ 235,644	\$ 159,081	\$ 159,650	\$ 158,415	\$ 1,869,589	\$ 2,044,265	\$ 174,676	91.46	8.54
BENEFITS	41,839	89,424	58,060	59,829	60,008	62,379	63,447	91,277	59,912	59,428	60,384	705,987	788,380	82,393	89.55	10.45
SUPPLIES	2,872	3,975	3,836	5,199	3,053	3,734	4,816	1,148	2,339	2,073	3,232	36,275	31,854	(4,421)	113.88	(13.88)
MAINTENANCE	22,526	1,159	5,170	1,619	515	1,208	825	326	2,589	963	526	37,425	32,892	(4,533)	113.78	(13.78)
PROF. SERVICES/TRAINING	28,417	36,078	53,294	27,064	16,945	37,568	18,872	108,193	28,831	222,770	49,318	627,352	454,251	(173,101)	138.11	(38.11)
OTHER CHARGES	887	1,637	4,607	1,182	1,458	1,623	1,123	2,375	1,656	1,436	1,234	19,217	16,500	(2,717)	116.47	(16.47)
SCHEDULED CHARGES	17,505	15,809	17,592	19,440	16,655	18,410	15,868	18,852	14,894	17,711	17,042	189,777	200,517	10,740	94.64	5.36
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 234,390	\$ 395,873	\$ 299,847	\$ 267,516	\$ 252,555	\$ 285,971	\$ 268,172	\$ 457,815	\$ 269,303	\$ 464,031	\$ 290,150	\$ 3,485,622	\$ 3,568,659	\$ 83,037	97.67	2.33
REGULATORY COMPLIANCE																
COMPENSATION	\$ 17,331	\$ 40,729	\$ 24,747	\$ 24,648	\$ 24,900	\$ 24,976	\$ 25,145	\$ 37,143	\$ 24,986	\$ 24,690	\$ 25,118	\$ 294,412	\$ 275,335	\$ (19,077)	106.93	(6.93)
BENEFITS	6,971	16,110	10,106	10,120	10,231	10,232	10,289	15,143	10,235	10,133	10,278	119,847	112,221	(7,626)	106.80	(6.80)
SUPPLIES	735	655	357	412	447	684	455	722	408	456	439	5,772	7,154	1,382	80.68	19.32
MAINTENANCE	5,190	56	56	192	321	102	176	165	554	1,104	179	8,097	2,177	(5,920)	371.94	(271.94)
PROF. SERVICES/TRAINING	15,072	30,669	10,709	75,861	59,966	9,408	99,255	30,753	138,152	27,661	31,880	529,385	410,301	(119,084)	129.02	(29.02)
OTHER CHARGES	11	24	16	16	17	17	17	24	17	16	17	192	200	8	95.94	4.06
SCHEDULED CHARGES	5,492	5,338	5,470	5,626	5,458	5,641	5,371	5,495	5,539	5,555	5,495	60,482	65,884	5,402	91.80	8.20
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 50,802	\$ 93,581	\$ 51,461	\$ 116,875	\$ 101,341	\$ 51,062	\$ 140,707	\$ 89,445	\$ 179,891	\$ 69,615	\$ 73,406	\$ 1,018,187	\$ 873,272	\$ (144,915)	116.59	(16.59)
LEGAL																
COMPENSATION	\$ 23,074	\$ 48,120	\$ 31,927	\$ 31,980	\$ 31,949	\$ 31,926	\$ 32,516	\$ 47,886	\$ 31,972	\$ 32,255	\$ 31,968	\$ 375,573	\$ 417,358	\$ 41,785	89.99	10.01
BENEFITS	7,743	15,607	10,917	11,571	11,563	11,557	11,710	17,288	11,569	11,642	11,568	132,736	146,305	13,569	90.73	9.27
SUPPLIES	-	-	128	158	9	72	-	-	4	-	424	795	1,280	485	62.08	37.92
MAINTENANCE	-	-	-	-	-	-	-	180	-	-	-	180	-	(180)	-	-
PROF. SERVICES/TRAINING	11,304	719	62,540	10,959	3,592	14,828	7,613	12,675	8,925	14,312	4,112	151,578	776,673	625,095	19.52	80.48
OTHER CHARGES	770	30	22	19	14	19	30	30	30	22	14	997	1,000	3	99.74	0.26
SCHEDULED CHARGES	2,331	2,213	2,331	2,461	2,274	2,414	2,300	2,333	2,333	2,333	2,487	25,811	29,664	3,853	87.01	12.99
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 45,222	\$ 66,687	\$ 107,864	\$ 57,149	\$ 49,401	\$ 60,815	\$ 54,169	\$ 80,393	\$ 54,833	\$ 60,564	\$ 50,573	\$ 687,670	\$ 1,372,280	\$ 684,610	50.11	49.89
CONSERVATION & EDUCATION																
COMPENSATION	\$ 2,866	\$ 4,714	\$ 3,143	\$ 3,143	\$ 3,143	\$ 3,143	\$ 3,143	\$ 14,021	\$ 14,855	\$ 16,755	\$ 15,631	\$ 84,557	\$ 226,240	\$ 141,683	37.37	62.63
BENEFITS	1,245	1,835	1,228	1,234	6,553	1,234	1,234	7,665	5,352	5,845	5,553	38,977	92,497	53,520	42.14	57.86
SUPPLIES	188	188	188	188	188	188	188	188	2,386	188	354	4,431	2,404	(2,027)	184.31	(84.31)
MAINTENANCE	444	-	-	125	-	-	-	-	-	-	131	700	1,500	800	46.69	53.31
PROF. SERVICES/TRAINING	30,754	17,561	-	19,706	45,549	11,250	14,717	22,729	5,699	23,350	67,061	258,375	424,360	165,985	60.89	39.11
OTHER CHARGES	-	-	-	-	-	-	-	-	-	916	15	930	2,500	1,570	37.21	62.79
SCHEDULED CHARGES	388	348	388	428	388	348	348	348	381	401	385	4,150	5,959	1,809	69.64	30.36
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 35,884	\$ 24,646	\$ 4,947	\$ 24,823	\$ 55,821	\$ 16,162	\$ 19,629	\$ 44,951	\$ 28,673	\$ 47,453	\$ 89,131	\$ 392,119	\$ 755,460	\$ 363,341	51.90	48.10

LP&L Funds
Finance Department
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Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
PRODUCTION MASSENGALE STATION																
COMPENSATION	\$ 207,179	\$ 44,146	\$ (251,325)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	55,908	16,434	(72,342)	-	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	46	119	(165)	-	-	-	-	-	-	-	-	-	-	-	-	-
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	23	-	(23)	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	4,572	-	(4,572)	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	2,519	3	(2,522)	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 270,247	\$ 60,702	\$ (330,949)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!
DISTRIBUTION																
DISTRIBUTION SUPERVISION & ENGINEERING																
COMPENSATION	\$ 28,783	\$ 71,972	\$ 48,305	\$ 52,309	\$ 47,411	\$ 41,984	\$ 45,643	\$ 74,820	\$ 50,574	\$ 45,167	\$ 51,435	\$ 558,404	\$ 417,767	\$ (140,637)	133.66	(33.66)
BENEFITS	12,236	30,122	20,334	22,408	19,963	17,945	19,306	30,650	22,507	19,714	22,117	237,303	180,197	(57,106)	131.69	(31.69)
SUPPLIES	13,109	1,733	1,013	3,715	1,832	1,554	1,925	1,860	1,295	1,717	2,025	31,779	34,188	2,409	92.95	7.05
MAINTENANCE	1,368	648	443	4,192	536	1,117	1,117	1,952	1,214	892	655	14,133	20,205	6,072	69.95	30.05
PROF. SERVICES/TRAINING	215	168	418	8,295	6,209	4,710	17,632	835	18,522	18,243	11,657	86,904	129,758	42,854	66.97	33.03
OTHER CHARGES	508	375	448	348	376	2,610	211	194	97	272	117	5,557	4,295	(1,262)	129.38	(29.38)
SCHEDULED CHARGES	16,923	29,205	16,952	18,204	17,052	17,475	16,724	17,167	17,155	17,258	17,209	201,323	355,661	154,338	56.61	43.39
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 73,142	\$ 134,225	\$ 87,912	\$ 109,471	\$ 93,378	\$ 87,395	\$ 102,560	\$ 127,479	\$ 111,364	\$ 103,263	\$ 105,214	\$ 1,135,403	\$ 1,142,071	\$ 6,668	99.42	0.58
DISTRIBUTION UNDERGROUND LINES																
COMPENSATION	\$ 118,973	\$ 187,830	\$ 130,647	\$ 136,366	\$ 111,133	\$ 191,220	\$ 126,515	\$ 215,228	\$ 146,409	\$ 131,452	\$ 115,520	\$ 1,611,291	\$ 1,437,098	\$ (174,193)	112.12	(12.12)
BENEFITS	47,644	80,475	57,966	59,135	49,689	75,932	56,194	91,687	63,394	59,253	51,619	692,987	631,233	(61,754)	109.78	(9.78)
SUPPLIES	24,564	55,496	25,786	29,276	39,484	41,446	23,707	22,628	22,232	17,570	21,752	323,941	365,954	42,013	88.52	11.48
MAINTENANCE	106,812	88,638	60,778	118,448	42,126	74,172	66,624	66,251	310,886	68,147	125,607	1,128,489	872,176	(256,313)	129.39	(29.39)
PROF. SERVICES/TRAINING	4,952	7,799	5,380	4,291	7,639	15,355	5,707	15,841	9,188	6,816	11,106	94,073	90,620	(3,453)	103.81	(3.81)
OTHER CHARGES	718	124	539	429	922	453	367	516	664	948	2,907	8,589	3,500	(5,089)	245.39	(145.39)
SCHEDULED CHARGES	15,018	17,797	15,076	17,327	49,881	25,475	14,684	15,082	27,463	19,310	16,548	233,661	311,920	78,259	74.91	25.09
CAPITAL OUTLAY	-	2,519	-	-	-	-	-	-	-	-	(2,519)	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 318,681	\$ 440,677	\$ 296,173	\$ 365,271	\$ 300,874	\$ 424,053	\$ 293,797	\$ 427,234	\$ 580,236	\$ 303,495	\$ 342,541	\$ 4,093,031	\$ 3,712,501	\$ (380,530)	110.25	(10.25)
DISTRIBUTION OVERHEAD LINES																
COMPENSATION	\$ 262,101	\$ 330,244	\$ 199,430	\$ 213,172	\$ 209,709	\$ 262,907	\$ 190,685	\$ 266,376	\$ 200,730	\$ 208,267	\$ 173,268	\$ 2,516,888	\$ 2,322,495	\$ (194,393)	108.37	(8.37)
BENEFITS	89,559	127,774	81,709	84,573	83,807	101,703	77,315	105,683	79,358	78,235	67,759	977,474	960,698	(16,776)	101.75	(1.75)
SUPPLIES	34,219	34,736	21,470	41,835	25,978	81,453	18,042	20,339	35,352	20,659	16,253	350,335	403,024	52,689	86.93	13.07
MAINTENANCE	92,119	117,083	70,927	165,603	90,558	157,381	95,601	88,789	80,071	55,199	114,510	1,127,841	1,148,209	20,368	98.23	1.77
PROF. SERVICES/TRAINING	52,628	20,511	12,006	19,623	19,293	23,382	16,816	12,307	37,144	18,218	29,212	261,140	224,946	(36,194)	116.09	(16.09)
OTHER CHARGES	329	2,250	2,139	681	792	1,593	791	1,113	550	526	545	11,310	3,000	(8,310)	377.02	(277.02)
SCHEDULED CHARGES	14,593	19,437	14,612	15,025	14,746	21,319	14,259	14,807	14,660	14,675	14,649	172,783	237,475	64,692	72.76	27.24
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 545,547	\$ 652,035	\$ 402,293	\$ 540,512	\$ 444,882	\$ 649,737	\$ 413,510	\$ 509,414	\$ 447,865	\$ 395,779	\$ 416,196	\$ 5,417,772	\$ 5,299,847	\$ (117,925)	102.23	(2.23)

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

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION LOAD DISPATCHING																
COMPENSATION	\$ 56,023	\$ 124,611	\$ 76,668	\$ 79,912	\$ 84,896	\$ 85,468	\$ 81,242	\$ 163,536	\$ 81,865	\$ 82,502	\$ 98,619	\$ 1,015,341	\$ 1,200,648	\$ 185,307	84.57	15.43
BENEFITS	21,720	47,735	29,934	30,896	31,685	32,901	31,181	57,711	31,379	31,994	36,552	383,689	478,009	94,320	80.27	19.73
SUPPLIES	1,703	1,292	824	743	672	2,614	993	569	428	1,095	461	11,394	10,229	(1,165)	111.39	(11.39)
MAINTENANCE	2,688	1,006	929	815	955	1,033	1,412	1,693	1,382	1,274	3,906	17,093	15,292	(1,801)	111.78	(11.78)
PROF. SERVICES/TRAINING	36,441	38,623	55,684	18,981	18,141	52,522	18,406	12,879	116,860	40,100	96,348	504,987	471,000	(33,987)	107.22	(7.22)
OTHER CHARGES	1,265	3,786	1,210	722	17,258	743	1,009	1,430	4,106	494	477	32,501	32,650	149	99.54	0.46
SCHEDULED CHARGES	10,740	10,391	10,749	11,221	10,801	11,163	10,458	10,870	11,579	10,791	10,952	119,716	128,947	9,231	92.84	7.16
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 130,580	\$ 227,445	\$ 175,998	\$ 143,290	\$ 164,408	\$ 186,444	\$ 144,703	\$ 248,688	\$ 247,599	\$ 168,250	\$ 247,315	\$ 2,084,720	\$ 2,336,775	\$ 252,055	89.21	10.79
DISTRIBUTION CUSTOMER SERVICE																
COMPENSATION	\$ 129,757	\$ 225,546	\$ 136,345	\$ 143,812	\$ 154,165	\$ 177,435	\$ 135,942	\$ 197,704	\$ 164,611	\$ 172,372	\$ 158,604	\$ 1,796,294	\$ 1,922,644	\$ 126,350	93.43	6.57
BENEFITS	45,514	86,323	53,512	56,217	60,742	65,760	52,235	75,522	60,414	62,939	60,931	680,110	744,560	64,450	91.34	8.66
SUPPLIES	17,667	22,894	11,043	8,714	14,749	14,164	31,930	10,188	11,369	8,327	9,756	160,800	201,474	40,674	79.81	20.19
MAINTENANCE	30,461	32,856	17,090	34,364	23,181	52,915	22,908	17,897	34,010	40,923	26,523	333,128	284,751	(48,377)	116.99	(16.99)
PROF. SERVICES/TRAINING	746	6,155	634	3,160	2,561	3,730	1,321	1,225	2,605	9,169	3,577	34,882	33,500	(1,382)	104.13	(4.13)
OTHER CHARGES	58,766	113,239	90,741	83,322	94,392	95,328	97,326	97,356	116,856	114,184	107,991	1,069,503	1,300,600	231,097	82.23	17.77
SCHEDULED CHARGES	51,012	33,685	33,507	40,548	54,753	40,842	32,507	33,494	45,719	38,602	38,738	443,407	466,110	22,703	95.13	4.87
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 333,923	\$ 520,700	\$ 342,872	\$ 370,137	\$ 404,543	\$ 450,173	\$ 374,169	\$ 433,387	\$ 435,584	\$ 446,516	\$ 406,121	\$ 4,518,123	\$ 4,953,639	\$ 435,516	91.21	8.79
LP&L GIS																
COMPENSATION	\$ 31,915	\$ 67,557	\$ 44,391	\$ 46,662	\$ 47,304	\$ 46,281	\$ 46,744	\$ 66,769	\$ 31,030	\$ 43,616	\$ 36,832	\$ 509,101	\$ 578,027	\$ 68,926	88.08	11.92
BENEFITS	13,100	29,134	18,881	19,997	21,028	21,030	21,030	30,748	14,646	20,322	17,145	227,061	253,059	25,998	89.73	10.27
SUPPLIES	865	2,234	436	587	432	756	398	636	718	591	616	8,267	15,085	6,818	54.81	45.19
MAINTENANCE	4,620	803	-	537	247	68	552	23	658	402	92	8,002	2,000	(6,002)	400.11	(300.11)
PROF. SERVICES/TRAINING	900	395	24	8,088	3,568	176	406	79,939	507	16,089	80,401	190,493	194,094	3,601	98.14	1.86
OTHER CHARGES	302	237	298	177	318	302	216	150	103	153	138	2,394	2,650	256	90.35	9.65
SCHEDULED CHARGES	3,523	3,081	3,323	3,564	3,318	4,161	3,081	3,317	3,200	3,352	3,276	37,197	38,913	1,716	95.59	4.41
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 55,226	\$ 103,441	\$ 67,353	\$ 79,612	\$ 76,214	\$ 72,774	\$ 72,427	\$ 181,581	\$ 50,863	\$ 84,525	\$ 138,500	\$ 982,515	\$ 1,083,828	\$ 101,313	90.65	9.35
DISTRIBUTION SUBSTATION																
COMPENSATION	\$ 39,898	\$ 77,776	\$ 52,187	\$ 54,719	\$ 67,369	\$ 74,395	\$ 68,106	\$ 106,200	\$ 65,029	\$ 66,911	\$ 59,736	\$ 732,326	\$ 713,867	\$ (18,459)	102.59	(2.59)
BENEFITS	16,203	30,594	22,011	22,911	26,787	28,761	27,407	41,949	25,955	26,985	25,227	294,788	294,011	(777)	100.26	(0.26)
SUPPLIES	8,459	18,251	10,801	5,411	5,832	5,369	8,877	5,714	14,046	9,788	5,520	98,070	102,509	4,439	95.67	4.33
MAINTENANCE	37,337	25,933	13,860	5,441	23,235	10,168	5,287	19,203	6,001	16,845	5,338	168,650	109,120	(59,530)	154.55	(54.55)
PROF. SERVICES/TRAINING	5,811	7,139	359	2,811	10,640	13,037	901	6,649	12,009	3,539	2,411	65,305	743,481	678,176	8.78	91.22
OTHER CHARGES	45,685	1,799	198	72	186	181	60	1,438	289	628	361	50,897	47,205	(3,692)	107.82	(7.82)
SCHEDULED CHARGES	51,137	50,972	50,840	50,851	50,705	51,536	50,598	52,140	50,876	50,820	50,768	561,243	608,343	47,100	92.26	7.74
CAPITAL OUTLAY	-	-	9,212	-	-	-	-	7,125	24,161	-	-	40,498	-	(40,498)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 204,530	\$ 212,465	\$ 159,469	\$ 142,216	\$ 184,755	\$ 183,447	\$ 161,236	\$ 240,419	\$ 198,365	\$ 175,515	\$ 149,361	\$ 2,011,777	\$ 2,618,536	\$ 606,759	76.83	23.17

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Finance Department
Budget Comparison
As of August 31, 2025

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION CONSTRUCTION & ENGINEERING																
COMPENSATION	\$ 2,618	\$ -	\$ -	\$ (2,618)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	854	27	-	(881)	-	-	-	-	-	-	-	(0)	-	0	-	-
SUPPLIES	1,013	633	457	(2,103)	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	2,113	1,705	46	(3,864)	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	232	1,743	-	(1,975)	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	24	61	-	(85)	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	282	-	282	(563)	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 7,136	\$ 4,169	\$ 785	\$ (12,090)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ 0	#DIV/0!	#DIV/0!
DISTRIBUTION METER SHOP																
COMPENSATION	\$ 35,324	\$ 83,685	\$ 50,234	\$ 50,157	\$ 50,258	\$ 50,536	\$ 50,237	\$ 75,564	\$ 50,601	\$ 50,494	\$ 51,518	\$ 598,609	\$ 553,611	\$ (44,998)	108.13	(8.13)
BENEFITS	14,401	33,453	20,818	20,889	20,915	20,987	20,910	31,236	21,026	20,998	21,418	247,052	230,507	(16,545)	107.18	(7.18)
SUPPLIES	4,318	1,683	5,119	1,615	2,192	5,879	1,627	5,121	1,963	4,620	951	35,088	68,682	33,594	51.09	48.91
MAINTENANCE	5,176	1,411	3,226	3,438	850	4,919	2,172	876	1,747	1,620	4,965	30,400	27,913	(2,487)	108.91	(8.91)
PROF. SERVICES/TRAINING	2,185	4,438	10,188	167	644	338	3,115	2,842	6,559	424	906	31,807	50,690	18,883	62.75	37.25
OTHER CHARGES	200	271	293	137	259	244	1,092	211	123	136	181	3,147	5,256	2,109	59.88	40.12
SCHEDULED CHARGES	6,849	7,033	6,849	7,033	7,171	7,461	7,503	7,076	7,076	7,076	7,195	78,323	89,304	10,981	87.70	12.30
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 68,453	\$ 131,974	\$ 96,728	\$ 83,435	\$ 82,290	\$ 90,365	\$ 86,656	\$ 122,926	\$ 89,095	\$ 85,369	\$ 87,135	\$ 1,024,426	\$ 1,025,963	\$ 1,537	99.85	0.15
DISTRIBUTION STREET LIGHTS																
COMPENSATION	\$ 46,638	\$ 107,521	\$ 60,409	\$ 55,529	\$ 64,786	\$ 69,372	\$ 62,235	\$ 93,154	\$ 69,387	\$ 62,065	\$ 67,419	\$ 758,515	\$ 858,535	\$ 100,020	88.35	11.65
BENEFITS	19,590	45,802	27,552	25,271	29,252	30,355	28,550	40,949	29,312	27,348	29,120	333,102	386,066	52,964	86.28	13.72
SUPPLIES	14,531	19,758	7,673	7,804	9,027	13,670	14,700	9,154	7,340	6,895	7,841	118,394	109,400	(8,994)	108.22	(8.22)
MAINTENANCE	88,427	78,894	58,067	49,319	58,761	65,016	87,652	80,115	83,703	44,613	59,019	753,586	902,100	148,514	83.54	16.46
PROF. SERVICES/TRAINING	76	611	286	381	789	1,540	351	1,116	4,928	142	12,419	22,639	21,309	(1,330)	106.24	(6.24)
OTHER CHARGES	24	228	116	145	178	160	237	155	81	192	53	1,570	-	(1,570)	-	-
SCHEDULED CHARGES	5,415	9,644	5,448	5,656	5,425	5,730	5,182	5,538	5,428	5,412	5,412	64,288	118,931	54,643	54.05	45.95
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 174,700	\$ 262,459	\$ 159,550	\$ 144,106	\$ 168,216	\$ 185,844	\$ 198,907	\$ 230,182	\$ 200,178	\$ 146,668	\$ 181,283	\$ 2,052,093	\$ 2,396,341	\$ 344,248	85.63	14.37
TRANSMISSION																
TRANSMISSION SUPERVISION & ENGINEERING																
COMPENSATION	\$ 40,376	\$ 85,847	\$ 57,885	\$ 57,923	\$ 58,646	\$ 59,151	\$ 49,470	\$ 80,491	\$ 48,246	\$ 46,996	\$ 39,726	\$ 624,758	\$ 594,453	\$ (30,305)	105.10	(5.10)
BENEFITS	15,746	34,450	22,867	22,945	22,990	23,007	19,181	30,020	18,518	18,471	15,980	244,174	236,203	(7,971)	103.37	(3.37)
SUPPLIES	4,582	1,043	422	1,216	485	790	609	1,069	1,081	365	345	12,006	11,775	(231)	101.96	(1.96)
MAINTENANCE	2,243	-	-	23	5,299	722	33	3,353	18,070	226	152	30,121	3,500	(26,621)	860.59	(760.59)
PROF. SERVICES/TRAINING	80,545	4,090	73,421	3,372	36,936	9,824	16,397	14,885	3,898	8,028	45,588	296,985	500,239	203,254	59.37	40.63
OTHER CHARGES	270	889	514	449	897	664	351	526	404	427	375	5,766	50	(5,716)	11,531.44	(11,431.44)
SCHEDULED CHARGES	8,452	11,924	8,452	8,492	8,553	8,694	8,411	8,553	8,553	8,552	8,552	97,187	143,086	45,899	67.92	32.08
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 152,212	\$ 138,243	\$ 163,561	\$ 94,419	\$ 133,806	\$ 102,851	\$ 94,452	\$ 138,896	\$ 98,770	\$ 83,065	\$ 110,718	\$ 1,310,996	\$ 1,489,306	\$ 178,310	88.03	11.97

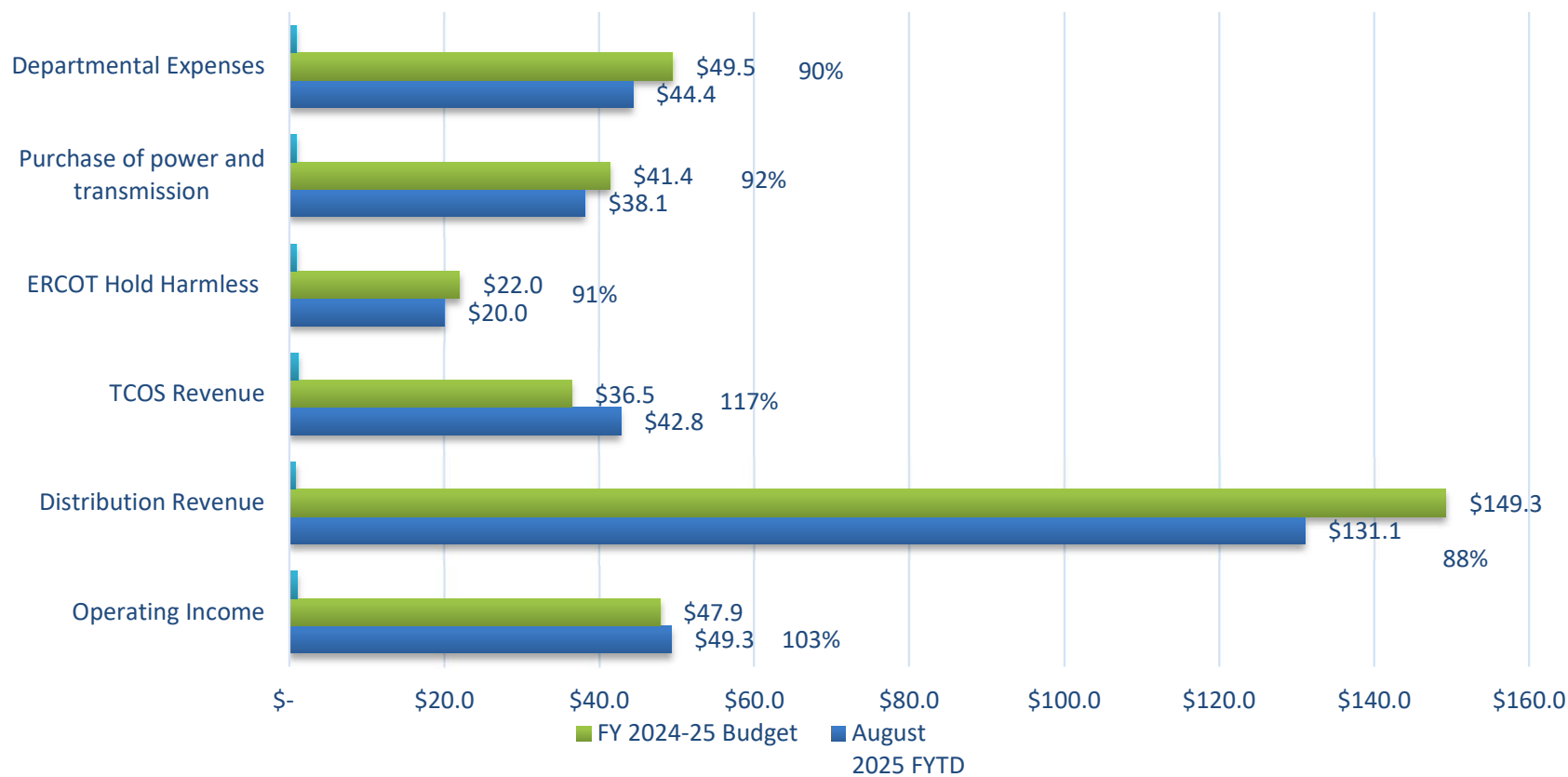
LP&L Funds
Finance Department
Budget Comparison
As of August 31, 2025

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
TRANSMISSION OVERHEAD LINES																
COMPENSATION	\$ 45,551	\$ 90,136	\$ 46,096	\$ 48,632	\$ 50,295	\$ 27,071	\$ 41,081	\$ 79,223	\$ 61,410	\$ 55,836	\$ 51,722	\$ 597,052	\$ 716,937	\$ 119,885	83.28	16.72
BENEFITS	17,952	35,639	18,460	19,126	20,141	10,410	15,618	30,425	23,137	21,528	20,276	232,712	300,413	67,701	77.46	22.54
SUPPLIES	3,823	6,911	2,286	8,741	19,677	1,357	4,185	7,294	9,460	18,864	3,605	86,203	113,050	26,847	76.25	23.75
MAINTENANCE	4,185	6,729	2,091	18,279	6,086	2,103	3,335	4,398	5,348	2,360	31,554	86,467	100,838	14,371	85.75	14.25
PROF. SERVICES/TRAINING	201	751	225	364	502	1,809	2,900	27,518	21,232	1,742	2,599	59,843	222,041	162,198	26.95	73.05
OTHER CHARGES	24	61	32	55	57	82	85	97	192	139	123	946	-	(946)	-	-
SCHEDULED CHARGES	4,562	4,613	4,588	4,643	4,579	4,717	4,482	4,600	4,600	4,977	4,600	50,961	56,852	5,891	89.64	10.36
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 76,298	\$ 144,840	\$ 73,778	\$ 99,840	\$ 101,337	\$ 47,550	\$ 71,685	\$ 153,555	\$ 125,377	\$ 105,445	\$ 114,480	\$ 1,114,185	\$ 1,510,131	\$ 395,946	73.78	26.22
TRANSMISSION LOAD DISPATCHING																
COMPENSATION	\$ 41,605	\$ 83,199	\$ 53,140	\$ 49,725	\$ 49,632	\$ 50,143	\$ 55,441	\$ 79,188	\$ 67,257	\$ 65,540	\$ 66,924	\$ 661,796	\$ 1,030,391	\$ 368,595	64.23	35.77
BENEFITS	15,071	30,819	19,787	18,495	18,450	18,598	20,596	29,305	25,186	24,842	24,822	245,971	395,246	149,275	62.23	37.77
SUPPLIES	227	1,320	334	212	132	174	434	276	31	328	321	3,790	7,325	3,535	51.74	48.26
MAINTENANCE	-	2,405	153	-	-	-	-	118	315	-	-	2,991	6,000	3,009	49.85	50.15
PROF. SERVICES/TRAINING	37,125	51,390	72,836	24,424	56,429	58,763	22,221	15,112	131,754	69,269	74,293	613,615	584,000	(29,615)	105.07	(5.07)
OTHER CHARGES	339	3,863	485	692	485	485	485	740	323	323	323	8,543	10,650	2,107	80.21	19.79
SCHEDULED CHARGES	9,396	1,658	(5,238)	1,658	1,658	1,658	1,685	1,658	118	1,989	1,658	17,900	19,899	1,999	89.95	10.05
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 103,763	\$ 174,655	\$ 141,497	\$ 95,207	\$ 126,787	\$ 129,821	\$ 100,862	\$ 126,397	\$ 224,983	\$ 162,291	\$ 168,342	\$ 1,554,605	\$ 2,053,511	\$ 498,906	75.70	24.30
TRANSMISSION SUBSTATION																
COMPENSATION	\$ 32,301	\$ 93,766	\$ 48,260	\$ 48,174	\$ 47,206	\$ 53,596	\$ 49,290	\$ 76,781	\$ 56,613	\$ 48,449	\$ 50,378	\$ 604,814	\$ 664,275	\$ 59,461	91.05	8.95
BENEFITS	12,370	37,098	19,425	19,323	18,474	19,997	19,706	30,186	22,132	19,563	20,506	238,780	274,087	35,307	87.12	12.88
SUPPLIES	1,659	10,917	54	943	1,289	-	918	379	1,783	616	1,141	19,699	21,500	1,801	91.62	8.38
MAINTENANCE	32,711	1,718	1,278	390	3,414	1,256	861	5,534	56,724	1,730	605	106,220	55,000	(51,220)	193.13	(93.13)
PROF. SERVICES/TRAINING	4,289	3,819	-	218	3,283	1,088	4,823	5,761	8,013	1,359	166	32,818	720,390	687,572	4.56	95.44
OTHER CHARGES	45,587	1,727	1,428	41	41	40	41	62	42	61	64	49,134	47,500	(1,634)	103.44	(3.44)
SCHEDULED CHARGES	-	2	-	-	-	-	-	-	-	-	-	2	26	24	8.38	91.62
CAPITAL OUTLAY	-	-	-	-	-	-	-	6,365	23,920	-	-	30,285	-	(30,285)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 128,917	\$ 149,047	\$ 70,445	\$ 69,088	\$ 73,707	\$ 75,976	\$ 75,640	\$ 125,067	\$ 169,227	\$ 71,778	\$ 72,861	\$ 1,081,752	\$ 1,782,778	\$ 701,026	60.68	39.32
CUSTOMER SERVICE																
DISTRIBUTION STREET LIGHTS																
COMPENSATION	\$ 20,156	\$ 43,690	\$ 28,795	\$ 28,795	\$ 28,795	\$ 28,795	\$ 28,795	\$ 43,192	\$ 28,795	\$ 28,795	\$ 28,795	\$ 337,395	\$ 362,016	\$ 24,621	93.20	6.80
BENEFITS	8,011	18,645	11,713	11,755	11,755	11,755	11,755	17,633	10,721	10,684	10,684	135,113	150,886	15,773	89.55	10.45
SUPPLIES	734	149	78	34	-	-	-	42	11	33	290	1,370	5,500	4,130	24.91	75.09
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	829	3,552	(836)	13	74	44	145	87	-	6,564	87	10,558	18,300	7,742	57.69	42.31
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	50	50	50	50	50	50	50	50	50	50	50	545	595	50	91.66	8.34
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 29,780	\$ 66,085	\$ 39,800	\$ 40,646	\$ 40,673	\$ 40,643	\$ 40,786	\$ 60,962	\$ 39,576	\$ 46,125	\$ 39,904	\$ 484,981	\$ 537,297	\$ 52,316	90	9.74

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

Description	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	FYTD 24-25	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
CUSTOMER INFORMATION SYSTEMS																
COMPENSATION	\$ 43,022	\$ 95,362	\$ 62,049	\$ 61,342	\$ 61,464	\$ 61,722	\$ 61,812	\$ 84,343	\$ 61,704	\$ 61,995	\$ 88,299	\$ 743,114	\$ 822,865	\$ 79,751	90.31	9.69
BENEFITS	20,970	45,032	29,984	29,915	29,946	30,013	30,036	40,778	28,510	28,515	36,439	350,140	394,461	44,321	88.76	11.24
SUPPLIES	534	636	490	326	541	408	419	415	468	470	391	5,098	5,854	756	87.08	12.92
MAINTENANCE	1,814	1,691	1,691	1,691	2,591	1,691	1,911	1,795	1,691	1,691	1,691	19,952	21,699	1,747	91.95	8.05
PROF. SERVICES/TRAINING	167,058	135,475	681,882	142,263	135,240	687,308	199,875	173,892	726,741	406,029	297,079	3,752,842	4,487,220	734,378	83.63	16.37
OTHER CHARGES	30	3,761	-	-	-	64	-	-	158	-	-	4,013	5,024	1,011	79.87	20.13
SCHEDULED CHARGES	89,525	89,167	89,513	29,848	89,516	89,862	89,184	89,515	29,519	89,446	89,444	864,539	914,240	49,701	94.56	5.44
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 322,953	\$ 371,124	\$ 865,609	\$ 265,385	\$ 319,300	\$ 871,069	\$ 383,237	\$ 390,739	\$ 848,791	\$ 588,146	\$ 513,343	\$ 5,739,696	\$ 6,651,363	\$ 911,667	86.29	13.71
MARKET OPERATIONS GROUP																
COMPENSATION	\$ 35,857	\$ 77,642	\$ 45,725	\$ 50,308	\$ 48,235	\$ 47,307	\$ 51,184	\$ 75,523	\$ 49,653	\$ 48,762	\$ 49,437	\$ 579,633	\$ 560,663	\$ (18,970)	103.38	(3.38)
BENEFITS	16,282	35,686	22,177	23,462	22,914	23,224	24,778	36,536	24,382	24,151	24,326	277,917	279,143	1,226	100	0.44
SUPPLIES	354	332	154	139	663	353	439	333	293	302	692	4,052	3,600	(452)	113	(12.57)
MAINTENANCE	100	-	-	-	-	-	220	94	24	-	-	438	-	(438)	-	-
PROF. SERVICES/TRAINING	1,131	1,217	121,303	46,371	26,311	28,907	60,655	4,441	54,734	26,426	26,737	398,234	949,670	551,436	42	58.07
OTHER CHARGES	19	42	28	28	28	1,561	96	42	28	28	28	1,926	4,004	2,078	48	51.90
SCHEDULED CHARGES	1,578	1,417	1,578	1,738	1,578	1,739	1,417	1,578	1,578	1,578	1,578	17,353	19,231	1,878	90	9.76
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 55,321	\$ 116,335	\$ 190,964	\$ 122,046	\$ 99,729	\$ 103,091	\$ 138,789	\$ 118,546	\$ 130,690	\$ 101,246	\$ 102,797	\$ 1,279,554	\$ 1,816,311	\$ 536,757	70.45	29.55
CUSTOMER SERVICE																
COMPENSATION	107,643	240,209	155,480	159,204	101,642	114,618	118,121	170,374	111,655	98,537	93,651	\$ 1,471,134	\$ 2,488,740	\$ 1,017,606	59.11	40.89
BENEFITS	54,663	123,349	87,019	88,715	61,713	61,300	62,072	99,061	64,200	58,397	59,147	819,637	1,417,707	598,070	57.81	42.19
SUPPLIES	1,976	1,320	1,701	779	1,060	1,150	884	916	1,583	1,502	1,464	14,335	22,804	8,469	62.86	37.14
MAINTENANCE	500	-	-	-	-	-	220	9,531	-	-	-	10,251	-	(10,251)	-	-
PROF. SERVICES/TRAINING	4,194	7,154	1,264	508	2,955	10,403	500	5,816	5,596	7,723	11,223	57,337	49,201	(8,136)	116.54	(16.54)
OTHER CHARGES	114	96	(10,561)	241	70	78	440	65	73	65	159	(9,163)	4,930	14,093	(185.86)	285.86
SCHEDULED CHARGES	49,513	49,453	51,374	49,597	49,517	49,587	49,445	49,510	49,530	49,523	49,510	546,558	594,859	48,301	91.88	8.12
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 218,602	\$ 421,581	\$ 286,277	\$ 299,043	\$ 216,958	\$ 237,135	\$ 231,681	\$ 335,272	\$ 232,637	\$ 215,748	\$ 215,153	\$ 2,910,089	\$ 4,578,241	\$ 1,668,152	63.56	36.44
REVENUE MANAGEMENT																
COMPENSATION	59,559	134,154	85,168	102,091	263,217	125,839	122,648	184,918	123,545	126,171	126,882	\$ 1,454,192	\$ 1,161,897	\$ (292,295)	125.16	(25.16)
BENEFITS	30,911	70,363	44,784	48,239	102,424	66,819	67,100	100,667	67,344	68,025	68,208	734,883	635,859	(99,024)	115.57	(15.57)
SUPPLIES	1,131	811	752	935	1,899	839	934	589	1,354	913	1,069	11,227	7,654	(3,573)	146.68	(46.68)
MAINTENANCE	995	226	423	371	371	479	446	596	364	387	525	5,181	3,206	(1,975)	161.60	(61.60)
PROF. SERVICES/TRAINING	13,819	2,871	16,985	10,815	609	12,690	24,242	13,760	1,798	9,383	19,082	126,052	135,150	9,098	93.27	6.73
OTHER CHARGES	-	-	-	-	-	29	-	-	-	865	46	939	1,000	61	93.95	6.05
SCHEDULED CHARGES	9,121	9,110	9,054	9,192	9,214	9,041	9,164	9,041	9,072	9,112	9,041	100,161	109,839	9,678	91.19	8.81
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 115,535	\$ 217,534	\$ 157,166	\$ 171,643	\$ 377,736	\$ 215,735	\$ 224,532	\$ 309,571	\$ 203,477	\$ 214,855	\$ 224,852	\$ 2,432,636	\$ 2,054,605	\$ (378,031)	118.40	(18.40)
LP&L FUND OPERATING EXPENSES																
COMPENSATION	1,598,909	2,609,090	1,627,308.45	1,678,158.28	1,790,226.96	1,819,062.83	#####	#####	#####	#####	#####	\$ 20,378,866	\$ 21,768,106	1,389,240	93.62	6.38
BENEFITS	600,009	1,085,030	702,090	719,037.49	754,815.20	759,084.61	704,541.16	#####	732,079.81	721,903.11	712,952.08	8,562,648	9,555,314	992,666	89.61	10.39
SUPPLIES	3,475,251	3,491,355	3,504,021	3,524,734.33	3,545,835.92	3,600,693.23	#####	#####	#####	#####	#####	39,527,393	42,945,470	3,418,077	92.04	7.96
MAINTENANCE	444,882	367,710	247,872	403,900	261,970	377,398	294,268	306,267	608,338	241,457	378,962	3,933,024	3,644,709	(288,315)	107.91	(7.91)
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.00
PROF. SERVICES/TRAINING	507,746	383,542	1,179,213	426,547	458,432	999,281	537,667	570,357	1,344,474	942,242	877,874	8,227,375	11,692,194	3,464,819	70.37	29.63
OTHER CHARGES	155,879	134,502	92,554	88,801	117,745	106,318	103,978	106,567	125,790	121,830	115,168	1,269,133	1,493,514	224,381	84.98	15.02
SCHEDULED CHARGES	436,818	435,652	406,701	415,786	476,706	463,983	412,794	414,310	402,533	427,305	422,068	4,714,654	5,365,796	651,142	87.86	12.14
CAPITAL OUTLAY	-	2,519	9,212	-	-	-	-	13,490	48,081	-	(2,519)	70,783	-	(70,783)	-	-
TOTAL EXPENDITURES	\$ 7,219,491	\$ 8,509,400	\$ 7,768,970	\$ 7,256,964	\$ 7,405,731	\$ 8,125,821	\$ 7,358,843	\$ 8,723,388	\$ 8,530,131	\$ 7,897,837	\$ 7,887,298	\$ 86,683,875	\$ 96,465,103	\$ 9,781,227	89.86	10.14

Budget vs Actuals (in millions)



**Lubbock Power and Light
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Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 780,251	\$ -	\$ 1,570,611	66.81	33.19
8626 Distribution Planning	680,000	375,332	-	304,668	44.80	55.20
8688 Smart Meter Texas Integration	1,574,520	621,055	56,565	896,900	56.96	43.04
8707 Substation Arcflash Study	450,000	136,396	223,781	89,823	19.96	80.04
92331 Fiberoptic Communications	2,965,000	1,306,112	228,000	1,430,888	48.26	51.74
92484 Substation Upgrades	6,085,000	4,054,536	23,242	2,007,222	32.99	67.01
92537 GIS Software Upgrades and Interfaces	3,252,000	1,627,246	284,400	1,340,354	41.22	58.78
92605 Operations System Upgrades	2,265,000	2,020,946	221,795	22,259	0.98	99.02
92683 FY 2020-24 Service Distribution Meters	2,393,500	1,452,140	3,553	937,807	39.18	60.82
92684 FY 2020-24 Distribution Transformers	17,725,000	11,374,234	2,666,933	3,683,833	20.78	79.22
92685 FY 2020-24 Distribution System Upgrade	15,930,000	12,539,297	2,418,058	972,645	6.11	93.89
92686 FY 2020-24 Overhead Lines	11,170,500	10,583,717	-	586,783	5.25	94.75
92687 FY 2020-24 Street Lights	5,727,100	4,119,324	12,910	1,594,866	27.85	72.15
92688 FY 2020-24 Underground Distribution	16,679,916	16,223,571	-	456,345	2.74	97.26
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	21,945,745	96,412	1,838,980	7.70	92.30
92695 Downtown Facility Upgrades	3,485,000	3,089,875	-	395,126	11.34	88.66
92733 DNV-GL Cascade Upgrades	255,000	201,228	48,000	5,772	2.26	97.74
92734 Additional COLU Phone Lines	370,246	291,497	-	78,749	21.27	78.73
92788 4kV Distribution Conversion	6,367,273	2,946,832	-	3,420,441	53.72	46.28
92789 NERC Security for Substation	600,000	22	328,254	271,723	45.29	54.71
92790 Security Upgrade for Hill Building	110,000	71,132	25,402	13,466	12.24	87.76
92791 UCSC Expansion	138,000	72,867	-	65,133	47.20	52.80
92792 FY 2022-23 Vehicles & Equipment	3,715,000	3,590,709	-	124,291	3.35	96.65
92829 Work Order System	1,500,000	-	-	1,500,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	10,340,000	666,982	4,930,083	4,742,935	45.87	54.13
92836 Overhead/Underground Training Facility	695,000	282,292	360,301	52,407	7.54	92.46
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48	16.52
92841 FY 2023-24 Vehicles & Equipment	2,560,000	2,364,097	-	195,903	7.65	92.35
92891 FY 2024-25 Vehicles & Equipment	2,340,000	819,155	1,272,011	248,834	10.63	89.37
	\$ 145,680,054	\$ 103,568,978	\$ 13,199,700	\$ 28,911,377	19.85	80.15

**Lubbock Power and Light
Capital Program - Unaudited
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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	\$ 780,251	\$ -	\$ 1,570,611	66.81
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
8707 Substation Arcflash Study	-	-	-	-	-
92331 Fiberoptic Communications	2,600,000	1,306,112	228,000	1,065,888	41.00
92484 Substation Upgrades	6,085,000	4,054,536	23,242	2,007,222	32.99
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	1,200,000	1,200,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	157,916	157,916	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	1,654,273	-	-	-
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92792 FY 2022-23 Vehicles & Equipment	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	5,570,000	666,982	4,903,018	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92841 FY 2023-24 Vehicles & Equipment	-	-	-	-	-
92891 FY 2024-25 Vehicles & Equipment	-	-	-	-	-
	\$ 40,024,188	\$ 30,226,207	\$ 5,154,260	\$ 4,643,722	11.60

**Lubbock Power and Light
Capital Program - Unaudited
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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	680,000	375,332	-	304,668	44.80
8688 Smart Meter Texas Integration	1,574,520	621,055	56,565	896,900	56.96
8707 Substation Arcflash Study	450,000	136,396	223,781	89,823	19.96
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	-	-	-	-	-
92537 GIS Software Upgrades and Interfaces	2,037,000	412,246	284,400	1,340,354	65.80
92605 Operations System Upgrades	2,265,000	2,020,946	221,795	22,259	0.98
92683 FY 2020-24 Service Distribution Meters	2,393,500	1,452,140	3,553	937,807	39.18
92684 FY 2020-24 Distribution Transformers	16,525,000	10,174,234	2,666,933	3,683,833	22.29
92685 FY 2020-24 Distribution System Upgrade	15,930,000	12,539,297	2,418,058	972,645	6.11
92686 FY 2020-24 Overhead Lines	11,170,500	10,583,717	-	586,783	5.25
92687 FY 2020-24 Street Lights	5,727,100	4,119,324	12,910	1,594,866	27.85
92688 FY 2020-24 Underground Distribution	16,522,000	16,065,655	-	456,345	2.76
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	5,129,608	96,412	1,838,980	26.03
92695 Downtown Facility Upgrades	1,110,000	714,875	-	395,126	35.60
92733 DNV-GL Cascade Upgrades	255,000	201,228	48,000	5,772	2.26
92734 Additional COLU Phone Lines	370,246	291,497	-	78,749	21.27
92788 4kV Distribution Conversion	4,713,000	1,292,559	-	3,420,441	72.57
92789 NERC Security for Substation	600,000	22	328,254	271,723	45.29
92790 Security Upgrade for Hill Building	110,000	71,132	25,402	13,466	12.24
92791 UCSC Expansion	138,000	72,867	-	65,133	47.20
92792 FY 2022-23 Vehicles & Equipment	3,715,000	3,590,709	-	124,291	3.35
92829 Work Order System	1,500,000	-	-	1,500,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	27,065	4,742,935	99.43
92836 Overhead/Underground Training Facility	695,000	282,292	360,301	52,407	7.54
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48
92841 FY 2023-24 Vehicles & Equipment	2,560,000	2,364,097	-	195,903	7.65
92891 FY 2024-25 Vehicles & Equipment	2,340,000	819,155	1,272,011	248,834	10.63
	\$ 105,655,866	\$ 73,342,771	\$ 8,045,440	\$ 24,267,655	22.97

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

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21115062	Anixter Inc	9/4/2025	\$64,719.20	Pole Stabilizer, #2 Flat Concenric	Warehouse
21115063	KBS	9/4/2025	\$203,859.30	25KV Disconnect Switch, 40FT CL 4 Creosote-Treated Pol, 45'CL 2 Wood Pole-Creosote, 50 FT CL 2 Creosote-Treated Pol, 350 CU 25 KV	Warehouse
21115064	Techline Inc	9/4/2025	\$25,138.50	3 Phase Mounting Bracket, 25KV Rated Elbow	Warehouse
21115067	Anixter Inc	9/4/2025	\$5,400.00	4 Way Junction 200-AMP-15KV	Warehouse
21115068	Techline Inc	9/4/2025	\$2,175.00	N Line Fuse Holder T	Warehouse
21404368	KBS	9/16/2025	\$477,810.00	2500 KVA Padmount XFMR	CIP
21115902	Anixter Inc	9/11/2025	\$50,382.60	Connector-ST LT BREA, Transformer Cluster, 10FT Double Dead End, 8FT x 2IN Bracket Arm 3/4IN X 10FT Anchor RO, 20IN Disc Anchor,	Warehouse
21115093	Techline Inc	9/11/2025	\$32,018.50	10FT Cross Arm, 8FT Double Dead End 25KV F Neck Insulator, 18" ClvrIf Standoff	Warehouse
21115119	Techline Inc	9/18/2025	\$12,415.50	Bracket 15, 2" FG Guy Strain	Warehouse
21115120	KBS	9/18/2025	\$9,360.00	Reg./Trans. Platform	Warehouse
21115139	Techline Inc	9/24/2025	\$7,560.00	Fuse KLK-30 10 Per	Warehouse
21115137	Techline Inc	9/24/2025	\$62,800.00	Connector-ST LT BREA, 20-277 Volt LED Luminaire	Warehouse
21115141	KBS	9/24/2025	\$9,040.00	4" Rigid Conduit W/CP	Warehouse
21115138	Anixter Inc	9/24/2025	\$9,019.20	Pole Stabilizer	Warehouse
21115140	Anixter Inc	9/24/2025	\$47,383.65	Small Steel Babinet W/Sleeve, 4/0 AWG 25KV Full Con. Neutra	Warehouse
Extended Cost to Receive			\$1,019,081.45		



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

October 21, 2025

Summary:

Consider a resolution appointing and confirming an Electric Utility Board (“EUB”) member to the standing EUB Technical Review Committee.

Background/Discussion/Fiscal Impact:

The EUB maintains the right under the governing rules to form small committees for discussion of matters not suited for a large deliberative body. The resolution presented is to appoint new members to a standing committee.

Recommendation:

Staff recommends approval of the resolution to appoint and confirm Board member Mike Stevens to the standing EUB Technical Review Committee, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

WHEREAS, the Electric Utility Board has established a technical review committee comprising members of the Electric Utility Board to monitor, consult and advise the LP&L technical operations staff;

WHEREAS, there is a vacancy on the Committee created by the resignation of a Board member

WHEREAS, that vacancy has been filled and the Board desires to appoint a new Board member to the committee; NOW THEREFORE:

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

THAT, the Board appoints and confirms the following individuals to the Technical Review Committee until the expiration of his or her final Electric Utility Board terms:

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider a resolution recommending one appointment to the City Council.

Background/Discussion

The term for Mr. Dan Wilson is set to expire on November 1, 2025.

Pursuant to Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock, the Electric Utility Board is charged with recommending to the City Council board appointments to the EUB. The resolution presented for the Electric Utility Board's consideration contemplates the recommendation to the City Council of the appointment of one (1) member to the EUB to address the expiration of Board member Dan Wilson's term. After approximately six years of distinguished service to the EUB, Mr. Wilson has declined to renew his reappointment to the Board. Mr. Wilson departs with the gratitude of the City and LP&L for his voluntary service.

Recommendation:

Staff recommends approval of a resolution recommending to the City Council appointment of one (1) individual to the Electric Utility Board, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, the Electric Utility Board (the “EUB”) was created by Chapter 1, Article XII, Section 1, of the City Charter of the City of Lubbock (the “City Charter”);

WHEREAS, the City Charter prescribes that the EUB shall comprise nine (9) members, each to serve terms of two (2) years;

WHEREAS, Mr. Dan Wilson, a member of the EUB whose current term expires November 1, 2025, has declined to be reappointed to the EUB;

WHEREAS, pursuant to Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the EUB is charged with recommending to the City Council of the City Lubbock (“City Council”) individuals for appointment to the EUB;

WHEREAS, the EUB desires to recommend to the City Council that the following individual be appointed, as applicable, to the EUB;

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

THAT the following individual is hereby recommended to the City Council to be appointed to the Electric Utility Board for a two-year term, expiring on November 1, 2027, effective November 1, 2025:

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Contract to Townsend Tree Service Company, LLC, RFP 7117-25-ELD, LP&L Tree Trimming Services – Annual Pricing.

Background/Discussion:

This RFP provides for tree trimming, a distribution system trimming plan, transmission right-of-way management, and brush and remediation work in response to requests for the Distribution Department. The contractor will provide crews and equipment for tree trimming to clear LP&L's power lines, improve reliability and protect the safety and welfare of customers.

The contract term is one (1) year, beginning upon formal approval by the Electric Utility Board, with the option to renew annually for up to four (4) additional one-year terms. The estimated annual cost for these services is \$1,400,000.00. LP&L does not guarantee any specific compensation or volume of work under this contract, as actual quantities will vary based on operational needs.

Eight (8) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:
Townsend Tree	81.9
Tree Service Kings, Inc.	75.8
Asplundh	70.8
Davey Tree Surgery Company	65.0
ABC Professional Tree Services, Inc.	51.4
Southern Disaster Recovery	50.9
Arbor True, LLC	36.5
Alpha Construction & Engineering	35.6

Fiscal Impact:

Funds are available in cost center **7415 (Electric Distribution Customer Service)** for this purpose and may also be utilized against other Transmission and Distribution cost centers as needed.

Recommendation:

Staff recommends award of Request for Proposal (RFP) 7117-25-ELD, LP&L Tree Trimming Services – Annual Pricing, to **Townsend Tree Service Company, LLC, of Muncie, Indiana**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

WHEREAS, LP&L desires to enter into a Contract for Services with Townsend Tree Service Company, LLC (“Townsend”), wherein Townsend will perform certain tree-trimming services as set forth in the attached Agreement (the “Services”);

WHEREAS, Townsend has experience in providing the Services; NOW, THEREFORE:

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

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7117-25-ELD (the “Proposal”), respecting the project described as LP&L Tree Trimming Services—Annual Pricing, as more particularly described in the Agreement, to Townsend Tree Service Company, LLC.

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

THAT the LP&L Chief Administrative Officer, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), that certain Contract for Services, between LP&L and Townsend Tree Service Company, LLC, as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

**LUBBOCK POWER & LIGHT
CONTRACT FOR SERVICES
TREE TRIMMING SERVICES – ANNUAL PRICING**

THIS CONTRACT (“Contract” or “Agreement”) made and entered into this 21st day of October 2025, by and between the City of Lubbock, acting by and through Lubbock Power & Light (“Lubbock Power & Light” or “LP&L”), and Townsend Tree Service Company, LLC, an Indiana limited liability company, authorized to do business in Texas (“Contractor”), located at 1015 W. Jackson St, Muncie, IN 47305.

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for proposals for RFP 7117-25-ELD, LP&L Tree Trimming Services-Annual Pricing (“RFP”) and proposals were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, LP&L has determined that the execution of this Contract with said Contractor covering the purchase and execution of certain tree trimming services is in the best interest of LP&L and its rate payers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with LP&L’s specifications and Contractor’s proposal, including without limitation, RFP 7117-25-ELD , LP&L Tree Trimming Services-Annual Pricing, Specifications, General Conditions, Insurance Requirements, and the Proposal (“Proposal Documents”), copies of which are attached hereto as “Exhibit A”, Contractor will deliver and provide to LP&L, LP&L Tree Trimming Services (“Services”), as more specifically referred to in the Proposal Documents and this Contract.
2. The Contractor shall deliver the Services in accordance with the Proposal Documents. This Contract shall be for a term of one (1) year, said date of term beginning upon formal approval hereof by LP&L. This Contract may be renewed for four (4), additional one (1) year terms under the same terms and conditions upon written agreement from both parties. The consideration provided herein shall be adjusted upward or downward for the renewal period at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L’s discretion, the effective change shall be based on either the local or national index average for all items. LP&L does not guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by the Proposal Documents. Actual usage may be more or less. Order quantities will be determined by actual need.
3. This Contract shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by LP&L upon a thirty (30) day written notice for any reason. Lubbock Power & Light reserves the right to award the canceled Services/Contract to the next lowest and best offeror under the RFP as it deems to be in the best interest of LP&L.
4. Contractor shall at all times be an independent contractor and not an agent or representative of LP&L. Contractor shall not represent that it is, or hold itself out as, an agent or representative of

LP&L. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of LP&L.

5. Contractor 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. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-Contractor of Contractor to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, employer’s liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry an A.M. Best’s Rating of A- or better. The policies will be written subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Automobile Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
Worker’s Compensation	
Per Occurrence Single Limit:	Statutory
Employer Liability	
(Required with W.C.)	\$1,000,000.00

Contractor shall further cause any approved Sub-Contractor to procure and carry the identical insurance coverage, and for the term, required of Contractor herein, protecting City against losses caused by the professional negligence of the approved Sub-Contractor. 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. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage.

Contractor shall elect to obtain workers’ compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor 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 Contractor maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Contractor or any Sub-Contractor on the job with limits of at least \$500,000.00. The Contractor 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 Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor 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, Contractor fails to maintain the required insurance in full force and effect, Contractor 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 VII shall survive the termination or expiration of this Agreement.

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

Further requirements for the insurance are located in the Proposal Documents.

6. If at any time during this Contract or any extension hereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be a default hereunder, and in addition to the exercise of other rights and remedies available to LP&L, LP&L may immediately terminate this Contract without notice.
7. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the Services. Contractor understands that LP&L is a tax-exempt entity and, as such, shall not be responsible for any applicable taxes to Contractor.
8. Neither LP&L nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
9. Upon default by Contractor, 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 Contract, this provision shall control. It is further understood that this Contract is to be construed under Texas law, and all obligations of the parties created by this Contract are performable in Lubbock County, Texas. **VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.**
10. Whenever notice from Contractor to LP&L or LP&L to Contractor is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the

address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Townsend Tree Service Company, LLC
 Attn: Brian Dalland
 Address: 1015 W. Jackson Stree, Muncie, IN 47305
 Telephone: (765) 468-1417
 Email: bhenry@townsendcompanyllc.com

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

Lubbock Power & Light
 Attn: Felix Orta
 1314 Ave. K, 5th Floor
 Lubbock, Texas 79401
 Telephone: (806) 775-2701

11. At any time during the term of this Contract, or thereafter, LP&L, or a duly authorized audit representative of LP&L or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to the Services provided to LP&L under this Contract. In the event such an audit by LP&L reveals any errors or overpayments by LP&L, Contractor shall refund LP&L the full amount of such overpayments within thirty (30) days of such audit findings, or LP&L, at its option, reserves the right to deduct such amounts owing LP&L from any payments due Contractor.
12. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
13. Contractor represents and warrants to LP&L that it is duly authorized to conduct business in the State of Texas and that the execution, delivery and performance of this Contract have been duly authorized by all requisite action on the part of Contractor. This Contract constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
14. This Contract consists of the following documents attached hereto and made a part hereof: RFP 7117-25-ELD, LP&L Tree Trimming Services-Annual Pricing, Proposal, Specifications, Insurance Requirements, and the General Conditions ("Exhibit A"). In the event of a conflict between this Contract for Services and any other document made a part of this Contract, the terms of the Contract for Services shall prevail and control.
15. Contractor acknowledges by supplying any goods or services that the Contractor has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. Contractor 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.

17. All funds for payment by LP&L under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, LP&L will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor 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 Agreement beyond the Non-Appropriation Date.
18. CONTRACTOR 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 CONTRACTOR, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONTRACTORS, OR ANY OTHER PARTY OR ENTITY OVER WHICH CONTRACTOR 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.

19. 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.
20. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor 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, Contractor 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 contract; (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 contract, 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.

21. To the extent Chapter 2275, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2275.0101, *et seq.*
22. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
23. Contractor hereby warrants that it is in compliance with Chapter 2276, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
24. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.
25. This Contract, including all Exhibits attached hereto, contains the entire agreement between LP&L and Contractor, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein. In the event of a conflict between the terms of this Agreement and any attached Exhibits or Appendices, the terms of this Agreement shall control.

SIGNATURE PAGE TO FOLLOW

CONTRACT NO. 711725

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LUBBOCK, ACTING BY AND THROUGH
LUBBOCK POWER & LIGHT

Joel Ivy, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

CONTRACTOR

Townsend Tree Service Company, LLC, an
Indiana limited liability company

BY Amy E. Townsend

Title: CEO

Amy E. Townsend

Print Name

1015 W. Jackson Street

Address

Muncie, IN 47305

City, State, Zip Code



August 27, 2025

Mr. Felix Orta
Lubbock Power and Light
1314 Ave K-5th Floor
Lubbock, TX 79401

Re: RFP# 7117-25-ELD-LP&L Tree Trimming Services-Annual Pricing

Dear Mr. Orta,

Townsend Tree Service Company LLC appreciates being afforded the opportunity to submit pricing for the above reference project. Please find enclosed pricing and all supporting documents.

Our Mission is to provide our clients with outstanding service quality in a safe and reliable manner. We endeavor to develop long-term relationships with our customers by consistently delivering superior service excellence while adhering to the highest ethical and professional standards in our industry. We are committed to reliability, responsiveness, and customer-centered solutions.

Our Core Values are Safety, Excellence, Integrity, Character, and Accountability. We are committed to following our Core Values with every project, every client, every day.

If you have questions or need additional information, please contact Mark Dalland at 512-470-1708.

Sincerely,

Amy E. Townsend

Amy E. Townsend, CEO

1015 W. Jackson Street, Muncie, IN 47305
765-468-1417
www.townsendtree.com



RFP# 7117-25-ELD

LP&L Tree Trimming Services - Annual Pricing

DUE DATE/TIME:
August 28, 2025, 2:00 p.m.

SUBMITTED BY:

Townsend Tree Service Company, LLC

Proposal must be addressed to:

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401

Communications and Anti-Lobbying Provision during the Proposal Process

ALL CORRESPONDENCE CONCERNING THIS RFP SHALL ONLY OCCUR THROUGH THE ESTABLISHED PROCESS OF THE PRE-CONFERENCE MEETINGS AND BY REQUESTING CLARIFICATION THROUGH THE BONFIRE VENDOR DISCUSSION TAB. VIOLATIONS ARE A CAUSE FOR IMMEDIATE DISMISSAL FROM FURTHER CONSIDERATION IN THIS PROCESS.

DURING THE PERIOD BETWEEN THE PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LP&L ELECTRIC UTILITY BOARD, LP&L CONSULTANT OR LP&L/CITY STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.

THIS PROVISION IS INTENDED TO HELP MAINTAIN A LEVEL PLAYING FIELD FOR ALL PARTICIPANTS, TO HELP CONFIRM THAT RESOURCE DECISIONS ARE MADE ACCORDING TO THE ESTABLISHED PROCESSES, AND TO OTHERWISE PROTECT THE INTEGRITY OF THE RFP PROCESS. VIOLATION OF THIS PROVISION IS CAUSE FOR IMMEDIATE DISMISSAL OF A PARTICIPANT.

RFP 7117-25-ELD - LP&L Tree Trimming Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7117-25-ELD

Checklist

Please ensure that you complete and submit the following documents and information to the Lubbock Power & Light Bonfire portal before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

✓	Documents <u>MUST</u> be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand.			
✓	The Request for Proposal Form <u>MUST</u> be completed, page 4.			
✓	Clearly mark the RFP number, title, due date and time, and your company name and address on the proposal.			
	Submit one copy of the proposal. Each Offeror must submit an original signed proposal. <u>Electronic copy must be in PDF format</u>			
✓	Insurance Requirement Affidavit, page 18.			
✓	Complete the Non-Collusion Affidavit, page 19.			
✓	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION. Please include Company Federal TAX ID number or Social Security number, page 20.			
✓	State Law Verifications, page 21.			
✓	BULK POWER SYSTEM SOURCING DISCLOSURE FORM, page 23.			
✓	Interlocal Purchasing, page 24.			
✓	Proposal Form Exhibit A., page 28.			
✓	Contractor's Qualifications, page 32.			
✓	Safety Record Questionnaire, page 33.			
✓	Confirm Acceptance of LP&L's Terms and Conditions	YES	✓	NO

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

Request for Proposal Form MUST be completed

Townsend Tree Service Company, LLC

Print Name of Company.

Brian Dalland, Regional Manager/ 765-468-1417

Contact Person/Phone

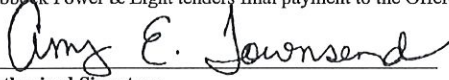
SUBMIT TO: LUBBOCK POWER & LIGHT BONFIRE PORTAL https://lpandl.bonfirehub.com/portal/?tab=openOpportunities			LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7117-25-ELD	
Felix Orta Purchasing Manager Electric Utilities, Electric Utilities				AN EQUAL OPPORTUNITY EMPLOYER
TEL: 806.775.2170 EMAIL: Forta@lpandl.com				
TITLE: LP&L Tree Trimming Services - Annual Pricing			SUBMITTAL DEADLINE: August 28, 2025, 2:00 P.M. CST	
PRE PROPOSAL DATE, TIME AND LOCATION: Deleted			<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>	
RESPONDENT NAME: Townsend Tree Service Company, LLC		IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.		
MAILING ADDRESS: 1015 W. Jackson Street				
CITY – STATE – ZIP: Muncie IN 47305		LUBBOCK POWER & LIGHT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, LP&L RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF LP&L. IT IS THE INTENT AND PURPOSE OF LUBBOCK POWER & LIGHT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE LUBBOCK POWER & LIGHT PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.		
TELEPHONE NO: 765-468-1417				
FAX NO: 765-468-1417				
E-MAIL: bhenry@townsendcompanyllc.com				
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 26-1571347				

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

An officer or employee of Lubbock Power & Light cannot benefit from any contract, job, work or service for the utility or be interested in the sale to Lubbock Power & Light of any supplies, equipment, material or articles purchased. Will any officer or employee of Lubbock Power & Light, or member of their immediate family, benefit from the award of this proposal to the above firm? YES NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED PROPOSAL FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE PROPOSAL FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Lubbock Power & Light all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by Lubbock Power & Light. At Lubbock Power & Light's discretion, such assignment shall be made and become effective at the time Lubbock Power & Light tenders final payment to the Offeror.


 Authorized Signature

 CEO
 Title

Amy E. Townsend
 Print/Type Name

8-25-25
 Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

LP&L Tree Trimming Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7117-25-ELD

Lubbock Power & Light appreciates your time and effort in preparing your proposal. All Offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 Lubbock Power & Light will receive written and sealed electronic competitive proposals for, **LP&L Tree Trimming Services - Annual Pricing** until 2:00 p.m. CST, August 28, 2025. Proposals must be submitted on Lubbock Power & Light Bonfire Portal.

<https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are submitted on the Lubbock Power & Light Bonfire Portal. Lubbock Power & Light assumes no responsibility for errant delivery of proposals.
- 1.3 **Proposals will be accepted through the Lubbock Power & Light Bonfire Portal only.** No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.
- 1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 PRE-PROPOSAL MEETING - DELETED

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING THROUGH BONFIRE VENDOR DISCUSSION TAB NO LATER THAN AUGUST 20TH 2025.**

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by ADDENDA information available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS may use computers available at most public libraries.
- 4.2 Any Offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Manager. At the request of the Offeror, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Manager. Such addenda issued by the Purchasing Manager and will be available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> and will become part of the bid package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by Lubbock Power & Light.

4.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Lubbock Power & Light shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Lubbock Power & Light in writing or in this RFP should be used in preparing bid responses. All contacts that a Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Lubbock Power & Light and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.

4.4 Lubbock Power & Light does not assume responsibility for the receipt of any addendum sent to Offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

5.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

5.2 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

6.1 Provide one signed proposal on the <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> (No paper copies).

6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of LP&L when received.

7 PROPOSAL PREPARATION COSTS

7.1 Issuance of this RFP does not commit LP&L, in any way, to pay any costs incurred in the preparation and submission of a proposal.

7.2 The issuance of this RFP does not obligate LP&L to enter into contract for any services or equipment.

7.3 All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

8.2 **Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations.** All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

8.3 Lubbock Power & Light will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

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

the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

- 8.5 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 9.1 Lubbock Power & Light hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 CONFLICT OF INTEREST

- 10.1 By signing their proposal, the Offeror certifies and represents to LP&L that Offeror:
- 10.1.1 Is not owned, controlled, or actively influenced by any City of Lubbock or LP&L employee or an immediate relative of same;
 - 10.1.2 Does not employ or engage any person who is a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.1.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence the selection of, or who conducts business with, a supplier.
- 10.2 During the course of this agreement, the Offeror shall not:
- 10.2.1 Sell an equity or partnership interest to, or seek the counsel or influence of, any City of Lubbock or LP&L employee, or an immediate relative of such employee;
 - 10.2.2 Employ or engage a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.2.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence, or who conducts business with, a supplier.
- 10.4 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Lubbock Power & Light.
- 10.5 By signing their proposal, the Offeror certifies and represents to LP&L the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

11 ANTI-LOBBYING PROVISION

- 11.1 DURING THE PERIOD BETWEEN PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF LUBBOCK POWER & LIGHT ELECTRIC UTILITY BOARD OR LP&L STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.
- 11.2 This provision is not meant to preclude Offerors from discussing other matters with the Electric Utility Board members or LP&L staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

12 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Offeror name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

13 ABOUT THIS DOCUMENT

13.1 This document is a Request for Proposal. It differs from an Invitation to Bid in that Lubbock Power & Light is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of Lubbock Power & Light. Those criteria that will be used and considered in evaluation for award are set forth in this document. Lubbock Power & Light will thoroughly review all proposals received. LP&L will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified Offeror submitting the best proposal. **LP&L reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

13.2 Proposal prices must be firm for a minimum period of sixty (60) days.

14 EVALUATION PROCESS

14.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.

14.2 Respondents to this RFP may be required to submit additional information that LP&L may deem necessary to further evaluate the Offeror's qualifications.

14.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.

14.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. **Such presentations will be at no cost to Lubbock Power & Light.** At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

15 SELECTION

15.1 Selection shall be based on the responsible Offeror whose proposal is determined to be the most advantageous to Lubbock Power & Light considering the relative importance of evaluation factors included in this RFP. Unless otherwise specified herein, Lubbock Power & Light may award the proposal either item-by-item or on an all-or-none basis for any item or group of items shown on the Proposal Forms.

15.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

16 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

17 NONAPPROPRIATION

All funds for payment by LP&L under this contract are subject to the availability of an annual appropriation for this purpose by LP&L. In the event of non-appropriation of funds by the Electric Utility Board of LP&L for the goods or services provided under the contract, LPL 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 goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller 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 date of termination.

18 PROTEST

- 18.1 All protests regarding the RFP process must be submitted in writing to the LP&L Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Electric Utility Board by contacting the Purchasing Manager of LP&L.

All staff recommendations will be made available for public review prior to consideration by the Electric Utility Board as allowed by law.

18.2 FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.

Lubbock Power & Light is aware of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible Offerors can compete for Lubbock Power & Light's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the Lubbock Power & Light Buyer (806) 775-2546.

19 HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

- 19.1 House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- 19.2 Please list the City of Lubbock-LP&L as the name of governmental entity or state agency that is a party to the contract for which the form is being filed.

19.3 Please reference the bid number and description as the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

20. TERMS AND CONDITIONS

LP&L will consider, when evaluating proposals, any alterations made to LP&L General Terms and Conditions, including without limitation, any attempt to limit (i) warranties of seller (Section 13); (ii) defaults of Seller (Section 23); and/or (iii) causes and/or remedies available to LP&L in the event of default or warranty breach (Section 8). Please note that any changes or alterations made will be included in the evaluation criteria.

21. EXECUTIVE ORDER 13920

- 21.1 Pursuant to Executive Order 13920 ("Executive Order"), Offeror shall not acquire for, import for, transfer to, or install for LP&L, any "bulk power system electric equipment," as "bulk power system" and "bulk power system electric equipment" are defined in the Executive Order and incorporated herein, including but not limited to the following: bulk-power system substations, control rooms, or power generating stations, including reactors, capacitors, substation transformers, current coupling capacitors, large generators, backup generators, substation voltage regulators, shunt capacitor equipment, automatic circuit reclosers, instrument

transformers, coupling capacity voltage transformers, protective relaying, metering equipment, high voltage circuit breakers, generation turbines, industrial control systems, distributed control systems, and safety instrumented system, that have been developed, manufactured, or supplied, by persons owned by, controlled by, or subject to the jurisdiction or direction of a “foreign adversary” (as defined in the Executive Order, and any subsequent legislation, rules, or regulations interpreting same) (“Qualifying Equipment”). Bids or proposals that fail to observe this requirement will not be considered for award.

Offeror shall comply with Executive Order 13920.

If Offeror plans to provide or install Qualifying Equipment during the course of its work for LP&L, Offeror must complete Bulk Power System Disclosure form and shall therein identify the country of registration and location of manufacturer, the identity and country of registration of the seller (if not the manufacturer), identify the county of registration/nationality and location of the owner and/or owner of the controlling interest of the manufacturer and seller (as applicable), for each component or sub-component of the Qualifying Equipment Offeror proposes to provide to LP&L.

If Offeror selects a manufacturer or vendor of such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order, Offeror shall be deemed to satisfy the requirements of this section. Offeror shall provide documentation to LP&L reflecting any such pre-qualification with its response.

22. QUALIFICATIONS OF OFFERORS

22.1 The Offeror may be required before the award of any contract to show to the complete satisfaction of Lubbock Power & Light that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to satisfy Lubbock Power & Light about the Offeror’s qualifications. Lubbock Power & Light may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to LP&L all information for this purpose that may be requested. The Offeror’s proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the Offeror fails to satisfy LP&L that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Offeror’s qualifications shall include but not be limited to:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- (b) The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- (c) The quality of performance of previous contracts or services.
- (d) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with Lubbock Power & Light specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform.

23. CONTRACT TERM

The contract shall be for a term of one (1) year, said date of term beginning upon formal approval by LP&L. The contract may be renewed for four (4) additional one year term under the same term and conditions upon written agreement from both parties. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L’s discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

24. **OWNERSHIP REPRESENTATION AND WARRANTY**

To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*

25. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS**

Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

26. **NON-BOYCOTT OF ENERGY COMPANIES**

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

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the

Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.

22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may in anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exercised concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

**Failure to comply with the listed Terms & Conditions may result
in disqualification of proposal.**

LP&L Tree Trimming Services – Annual Pricing
Lubbock Power & Light
RFP 7117-25-ELD

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this Contract by LP&L, the Offeror shall furnish a completed Insurance Certificate to LP&L, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. LP&L SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO LP&L.

A. General. Contractor shall procure and carry, at its sole cost and expense through the life of this Contract, insurance protection hereinafter specified, in form and substance satisfactory to LP&L and the City of Lubbock (the “City”), covering all risks of loss of all operations and activities in connection with this Contract, subject to the provisions set forth below. LP&L and the City must approve all Insurance Certificates prior to the commencement of any activities whether performed by Contractor, subcontractor, agents, or third parties. **The insurance carrier must be authorized to transact business in the State of Texas and have a Best's Financial rating of A:VII.**

A Certificate of Insurance specifying each and all coverage shall be submitted to LP&L prior to the execution of this Contract. All insurance coverages shall be prepared and executed by the insurance company or its authorized agents and shall contain an endorsement naming the City of Lubbock as additional insureds, on a primary & non-contributory basis. Written notice of cancellation, nonrenewal or any material change shall be provided thirty (30) days in advance of coverage termination, as prescribed below. All insurance shall provide a waiver of subrogation in favor of the City of Lubbock, and shall contain cross liability and severability clauses. The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by LP&L or the City, the Offeror shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: NOT APPLICABLE

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability (\$1M) is required with Workers Compensation.

Pollution Liability Requirements: NOT APPLICABLE

Special Insurances

Crime Protection Coverage Requirements: NOT APPLICABLE

Carrier Cargo Liability Requirements: NOT APPLICABLE

Manned Aircraft Liability Requirements: NOT APPLICABLE

Unmanned Aircraft Liability Requirements: NOT APPLICABLE

Aircraft Aerial Application Liability Requirements: NOT APPLICABLE

Garage Liability Requirements: NOT APPLICABLE

Garagekeepers Legal Liability Requirements: NOT APPLICABLE

Bailee's Coverage Requirements: NOT APPLICABLE

Bailee's Coverage Amount: NOT APPLICABLE

- * The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- * Waivers of Subrogation are required for CGL, AL, and WC.
- * To Include Products of Completed Operations endorsement.
- * Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
- * Carriers must meet an A.M. Best rating of A- or better.
- * Subcontractors must carry same limits as listed above.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and Lubbock Power & Light, and their respective officers, employees, and elected representatives as additional insured (as the interest of each insured may appear subject to policy limitations and the limitations of this Contract, if any) as to all applicable coverage;
- b. Provide for 30 days' notice to LP&L for cancellation, nonrenewal, or material change, as provided below;
- c. All copies of the Certificates of Insurance shall reference the project name or request for quote number for which the insurance is being supplied.

NOTICES

The Contractor shall notify LP&L in the event of cancellation, nonrenewal or any material change in coverage, and shall give such notices not less than 30 days prior to such event, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to LP&L at the following address:

Felix Orta – Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Avenue K – 5th floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City or LP&L regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in this Contract. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability

LP&L Tree Trimming Services – Annual Pricing
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INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
And Attached to Proposal Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by Lubbock Power & Light, I will be able to, within ten (10) days after being notified of such award by Lubbock Power & Light, furnish a valid insurance certificate to LP&L meeting all of the requirements defined in this bid/proposal.



Offeror (Signature)

Amy E. Townsend

Offeror (Print)

OFFEROR'S NAME: Townsend Tree Service Company, LLC
(Print or Type)

OFFEROR'S ADDRESS: 1015 W. Jackson Street
Muncie, IN 47305

Name of Agent/Broker: CAC Specialty

Address of Agent/Broker: 416 W 13th Street, Suite 303

City/State/Zip: New York, NY 10014

Agent/Broker Telephone Number: (205) 414-8100

Date: 8-25-25

NOTE TO OFFEROR

If the insurance requirement specified above is not met, LP&L has the right to reject this bid/proposal and award the contract to another Offeror. If you have any questions concerning these requirements, please contact the Buyer for Lubbock Power & Light at (806) 775-2546.

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

Amy E. Townsend being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said Offeror has not directly induced or solicited any Offeror on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Offeror has not in any manner sought by collusion to secure to self an advantage over any other Offeror or Offerors.

Townsend Tree Service Company, LLC

NAME OF FIRM

Amy E. Townsend

SIGNATURE OF OFFEROR

CEO

TITLE

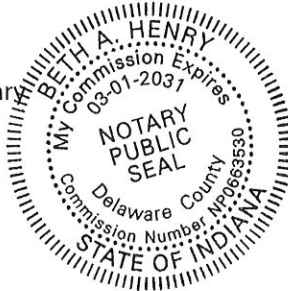
Subscribed and sworn to before me this 25th day of August, 2025

Beth A. Henry

Notary Public in and for the State
of Indiana residing at

720 E. Franklin Street, Albany, IN 47320

Beth A. Henry



NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Offerors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: Townsend Tree Service Company, LLC

Signature of Company Official: Amy E. Townsend

Date Signed: 8-25-25

Printed name of company official signing above: Amy E. Townsend

State Law Verifications

I, Amy E. Townsend (Person name), the undersigned representative of (Company or Business name) Townsend Tree Service Company, LLC (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapters 2271 and 2274:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual may have with the City of Lubbock acting by and through Lubbock Power & Light.

Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Furthermore, the company named above verifies that (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by paragraph (a).

Furthermore, the company named above verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light, against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of

ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

8-25-25

DATE


SIGNATURE OF COMPANY
REPRESENTATIVE

ON THIS THE 25th day of August, 2025, personally appeared Amy E. Townsend, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



NOTARY SIGNATURE

Beth A. Henry



NA

BULK POWER SYSTEM SOURCING DISCLOSURE FORM

The following form must be completed if you or your company plans to acquire for, import for, transfer to, or install for LP&L Qualifying Equipment as defined in the LP&L “General Conditions of the Agreement”. Completion of this form will not be necessary if you or your company is or selects a manufacturer or vendor for all such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order.

In the table below, please provide the following information for each component and/or subcomponent of all Qualifying Equipment manufactured, acquired, and/or transferred by the People’s Republic of China or a “Foreign Adversary” (as that term is defined by the Executive Order and any associated documents and notices, or subsequent legislation, rules, or regulations interpreting same), as applicable, that you plan to acquire for, import for, transfer to, or install for LP&L.

- (i) On Line 1 below, indicate the manufacturer(s), importer(s), vendors/supplier(s), and/or owner(s) of the manufacturer(s), importer(s), vendor/supplier(s), of each component or sub-component of Qualifying Equipment as applicable; and
- (ii) On Line 2, indicate the owning country, the country of incorporation/registration, or country of nationality of each individual and/or entity indicated according to instruction (i) above, that is designated as a “Foreign Adversary”.

DESCRIPTION OF GOOD	MANUFACTURER	IMPORTER	VENDOR/SUPPLIER	OWNER
	1. _____	1. _____	1. _____	1. _____
	2. _____	2. _____	2. _____	2. _____
	1. _____	1. _____	1. _____	1. _____
	2. _____	2. _____	2. _____	2. _____

I CERTIFY THAT:

- The information provided in this document is complete and accurate to the best of my knowledge. I agree that I will indemnify and hold harmless LP&L against any loss, liability, claim, damages, or expense (including the reasonable cost of investigating or defending any alleged loss, liability, claim, damages, or expense and reasonable counsel fees incurred in connection therewith) arising by reason of any false statement or material omission made on or with respect to this document.
- I agree to maintain and present upon request documentation necessary to support this certificate and to inform, in writing, all persons to whom this disclosure was given of any changes that would affect accuracy or validity of this disclosure.
- Bidder/Supplier does not engage in any Prohibited Transactions, as that term is defined in the *Prohibition Order Securing Critical Defense Facilities*,” dated December 17, 2020.

By: _____

Title:

Company:

LP&L Tree Trimming Services - Annual Pricing
 Lubbock Power & Light
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INTERLOCAL PURCHASING (optional)

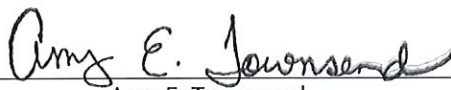
Lubbock Power and Light desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Proposal Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from Lubbock Power and Light. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

YES x

NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock Power and Light will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock Power and Light will be billed directly to that governmental entity and paid by that governmental entity. Lubbock Power and Light will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

COMPANY NAME: Townsend Tree Service Company, LLC

Signature of Company Official: 
 Amy E. Townsend

LP&L Tree Trimming Services - Annual Pricing
Lubbock Power & Light
RFP 7117-25-ELD

1. GENERAL CONDITIONS:

Lubbock Power & Light (from herein to be referred to as LP&L), is seeking proposals as specified herein to establish a contract for annual pricing for tree trimming and vegetation management of our Transmission and Distribution systems. Work or jobs described below are to be done by qualified companies duly organized, validly existing and in good standing with at least 5 years of experience in these types of services. Offeror shall maintain a qualified work force experienced in the performance of specified jobs and familiar with all laws, rules & regulations regarding the activities stipulated herein. The Offeror shall show proof of qualifications and submit a list, together with their proposal, of at least 3 customers and types of services done for the past 3 years.

2. EXCEPTIONS:

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

3. SELECTION AND AWARD PROCESS:

E. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee and asked to demonstrate the proposed system.

F. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.

G. NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

4. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

5. EVALUATION FACTORS

A. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

B. Formal Evaluation

1. Evaluation Process

LP&L will appoint a selection committee to formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not on the basis of what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial information, and may also include other information as determined by LP&L in its sole discretion.

2. Grading Format

Each section or subsection of the RFP response will be considered a separate selection criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points. Scoring will be summarized on the Formal RFP Evaluation Form.

3. Point Values

The following shall be the criteria for evaluating and ranking the proposals and is made part of the above specification:

20% ADHERENCE TO SPECIFICATIONS: Demonstrated knowledge and understanding of the project to include capability to meet schedules and deadlines as well as the capability to complete projects without having major cost escalations, change orders or overruns.

25% OFFEROR'S QUALIFICATIONS: When evaluating a Offeror's qualifications, LP&L uses the Offeror's Statement of Qualifications, Reference Form attached within and past experience with the Offeror. LP&L may also interview the job superintendent at a time to be named after receipt of proposals. Substantial representations regarding the firm's qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Offeror and assigned personnel.

35% PRICE: The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated. Price, each Offeror must complete, and submit with their proposal, the proposal submittal form attached hereto as Exhibit "A"

10% SAFETY RECORD QUESTIONNAIRE: each evaluator assigns points based upon the responses you provide in your "Safety Record Questionnaire" and the Contractors Experience Modification Ratio. The Offeror shall submit this ratio in the Contractors Statement of Qualifications. Contractors with an Experience Modification Ratio greater than 1 will be scored as zero. Lubbock Power and Light may consider any incidents involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators will base their rating primarily upon the type of offense, date of the

offense, location where the offense occurred, final disposition of the offense, the penalty assessed, as well as the Experience Modification Ratio.

10% REFERENCES: Please include a list of five references in the United States within the past 5 years who can verify the quality of equipment/service. LP&L may not be used as a reference.

Award may not be made to the firm submitting the lowest price proposal. LP&L will choose the firm which submits the most responsive overall proposal.

C. Oral Interview

After the formal evaluations, LP&L may decide on oral interviews to address specific issues with selected Offerors.

D. Final Selection/Notification

The evaluation of the RFP responses and the oral interview will be considered. The Offeror with the highest overall evaluation shall be selected as the primary Offeror. LP&L will notify the selected firms. LP&L has the right and intends on awarding this contract to one or more Offerors.

ACCEPTANCE AND REJECTION OF PROPOSALS. The Owner reserves the right to accept the Proposal which, in its judgment, is the best evaluated Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposals that is submitted.

Time Line for Procurement Process

Following is a listing of actions and anticipated dates; LP&L reserves the right to change the dates, if necessary, as determined in its sole discretion.

Date	Milestone
August 6, 2025	Advertising & Publishing RFP
August 20, 2025 by 5:00 pm C.S.T.	Deadline for Questions/Clarifications
August 28, 2025 by 2:00 pm C.S.T	Proposals due in Lubbock Power & Light Bonfire portal
September 16 th or October 21, 2025	Award Date

**EXHIBIT A****LP&L Tree Trimming Services - Annual Pricing**

RFP 7117-25-ELD

REVISED - UNIT COST PROPOSAL SUBMITTAL FORM

ITEM	DESCRIPTION	QTY (More or Less)	U/M	UNIT COST*	MULTIPLIER	EXTENDED COST (UNIT COST X MULTIPLIER)
1.	One (1) 2 man crew with aerial truck with dump bed and chipper, as specified herein.	2,000	HR	\$104.81	X 3	\$ 314.43
2.	One (1) 5 man crew with one (1) pickup, (1) aerial truck with dump bed and chipper, as specified herein.	2,000	HR	\$246.36	X 2	\$ 492.72
3.	One (1) General Foreman who will be responsible for all communication with LP&L, as specified herein.	2,000	HR	\$63.18	X 1	\$ 63.18
4.	LP&L requires the right to add an additional crew or crews and equipment at the cost quoted on an as needed basis.					

EXCEPTIONS TO THE SPECIFICATIONS

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE OFFEROR IN THE SPACE PROVIDED BELOW:

To confirm Townsend has included pricing in Section 2, One 5 Man Crew for the following: 2 Aerial Trucks with Dump Beds, 2 Chippers, 1 Pick Up Truck, and 5 Employees.

Townsend has included Fuel Surcharge Language for this contract. See attached.

The price for these services must include per diem costs, travel, mileage, vehicle charges, equipment charges, and incidental parts & supplies, necessary to perform the listed scope of work.

FAILURE TO PROVIDE THE RATE SHEET MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE AND MAY NOT BE FURTHER EVALUATED.



Fuel Surcharge Language below will be added to the contract:

In the event that Fuel Prices Increase by more than 10% from the date the bid was submitted during the term of this contract, Townsend Tree Service Company LLC reserves the right to invoice a fuel surcharge for the difference in increased fuel prices monthly until fuel decreases to the level they were at the date of submittal. The fuel surcharge will be calculated as follows:

"Current Price of Fuel (Unleaded and Diesel) actually purchased, minus (-) the price of fuel at submittal date, using the (info below) (x) the number of actual gallons purchased in each month."

Unleaded https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epmru_pte_dpgal_w.htm

Diesel https://www.eia.gov/dnav/pet/pet_pri_gnd_a_EPD2DXL0_pte_dpgal_w.htm

PADD Map-3: Gulf Coast https://www.eia.gov/petroleum/gasdiesel/diesel_map.php

LP&L Tree Trimming and Vegetation Management Specifications

2025 Update

1. PURPOSE

Lubbock Power & Light (LP&L) seeks contracted vegetation management services to ensure electrical reliability, regulatory compliance, and public safety through professional tree trimming and vegetation control on its distribution and transmission systems. Services shall include:

- Routine vegetation maintenance
- Annual vegetation inspections (including for transmission rights-of-way)
- Vegetation remediation and removal as needed for compliance with applicable regulations

2. APPLICABLE STANDARDS

All work must adhere to current federal, state, and industry standards, including but not limited to:

- OSHA 29 CFR 1910.269 – Electric Power Generation, Transmission, and Distribution
- ANSI A300 (latest edition) – Tree, Shrub, and Other Woody Plant Management – Standard Practices
- ANSI Z133 (latest edition) – Safety Requirements for Arboricultural Operations
- Applicable North American Electric Reliability Corporation (NERC) standards for transmission vegetation management (e.g., FAC-003)

3. SCOPE OF WORK

- Distribution System Trimming Plan: Contractor shall develop and execute a vegetation management plan designed to complete trimming of LP&L's entire distribution system (4kV, 15kV, and 23kV) on a five-year cycle. The plan shall be structured to promote reliability, minimize outages, and account for growth rates and clearance requirements. The plan must be submitted for LP&L review and approval annually.
- Transmission ROW Management: Contractor shall support LP&L with vegetation inspection and remediation efforts on all transmission rights-of-way up to 345kV, in compliance with regulatory standards such as NERC FAC-003.
- Brush & Remediation Work: Contractor will remove all brush generated by its own crews and LP&L personnel during maintenance and emergency operations. Remedial tree trimming or removals outside of scheduled areas shall be performed upon request.

4. CONTRACTOR QUALIFICATIONS AND WORK FORCE

Contractor must:

- Employ qualified line-clearance arborists with at least 5 years of utility trimming experience
- Provide an on-site foreman for each crew capable of resolving customer concerns
- Maintain professional appearance and conduct
- Be available for emergency response with appropriate equipment and personnel

- Ensure all work is conducted safely, efficiently, and in coordination with LP&L staff

-LP&L Will require the following:

LP&L will require the following:

- Approximately 2,000 hours for three (3) 2 man crews with three aerial trucks with dump beds and chippers.
- Approximately 2,000 hours for two (2) 5 man crews with two aerial trucks with dump beds and chippers,
- Approximately 2,000 hours for one (1) General Foreman who will be responsible for all communication with LP&L, including but not limited to: Receiving work assignments, responding to customer issues, development of work plans, and ensuring that work is being completed in a safe and timely manner.
- LP&L requires the right to add an additional crew or crews and equipment at the cost quoted on an as needed basis.

5. EQUIPMENT REQUIREMENTS

Contractor must provide and maintain:

- Aerial lift trucks with reach heights between 37' and 55'
- Hydraulic and manual cutting tools (e.g., chain saws, pruners, pole saws)
- Enclosed chipper trucks, split dump trucks, and other related support vehicles
- Storage and maintenance capabilities in or near Lubbock, TX
- Equipment in safe and operable condition to support 40-hour weekly productivity per crew

6. SAFETY & INCIDENT REPORTING

Contractor is responsible for:

- Maintaining and enforcing a robust safety program compliant with OSHA and ANSI Z133 standards
- Barricades & Traffic Control: provide, install, and maintain for the duration of work all necessary rigid barricades, warning signs and signals and shall take all other precautions to safeguard persons, adjoining property, including improvements thereon, against injuries and damages of every nature whatsoever.
- Reporting all property damage or injuries to LP&L within 2 hours of occurrence
- Submitting full incident documentation within 24 hours (injury) or 5 business days (property damage)
- Taking immediate action in emergencies to ensure the safety of people and property

7. ANNUAL TRANSMISSION VEGETATION INSPECTIONS

Contractor shall assist LP&L in performing annual visual vegetation inspections across all transmission corridors, including voltages up to 345kV. These inspections shall:

- Be conducted by qualified personnel familiar with NERC FAC-003
- Identify encroachments, hazard trees, or other vegetation concerns
- Be documented with photos, clearance justifications, and GPS-based reports

- Serve as a basis for scheduling necessary remediation work

8. EMERGENCY & AFTER-HOURS RESPONSE

Contractor shall:

- Provide 24/7 on-call emergency response capability
- Assign a foreman with a take-home pickup vehicle and cell phone for after-hours coordination
- Be able to mobilize additional crews and equipment within 2 hours of LP&L notification

9. QUALITY ASSURANCE & CUSTOMER RELATIONS

- Crews must maintain courteous and professional interactions with the public
- LP&L reserves the right to request removal or reassignment of any contractor personnel
- Work must be completed to a high standard, with ongoing oversight and performance reviews
- Offeror must have approval from LP&L prior to responding to other locations outside the City of Lubbock for storm or emergency work.
- Offeror must have approval from LP&L before reducing staff sizes required by the agreement.

Contractor's Organizational Experience

Organization Doing Business As	Townsend Tree Service Company, LLC		
Business Address of Regional Office	1619 E. Common Street, Suite 204		
	New Braunfels, TX 78130		
	Name of Regional Office Manager		
Name of Regional Office Manager		Brian Dalland, Regional Manager	
Year Business was Established	1945	Townsend Tree Service Company, Inc. 2007 Townsend Tree Service Company LLC	
Telephone Numbers	512-470-1358		
Main Number	765-468-1417		
Fax Number	765-468-1417		
Web Site Address	www.townsendtreeservice.com		
Organization History			
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:			
Names of Organization	From Date	To Date	
Townsend Tree Service Company, LLC	09-2007	Present	
The Townsend Company, LLC (Parent) formerly known as Townsend Tree Service Co, Inc	09-1945	Present	
List of companies, firms or organizations that own any part of the organization.			
Name of companies, firms or organization		Percent Ownership	
The Townsend Company, LLC / Parent Company		100%	
Offeror's Experience			
Years experience in projects similar to the proposed service:		80 years	
As a General Contractor	x	As a Joint Venture Partner	
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?			No
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization been released from a bid or proposal in the past ten years?			No
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever been disqualification as a Offeror or proposer by any local, state, or federal agency within the last five years?			No
If yes provide full details in a separate attachment. See attachment No.			
Is this organization or your proposed surety currently in any litigation or contemplating litigation?			No
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?			No

If yes provide full details in a separate attachment. See attachment No.	
--	--

SAFETY RECORD QUESTIONNAIRE

Lubbock Power & Light desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding proposals on LP&L contracts. Pursuant to Section 252.0435 of the Local Government Code, Lubbock Power & Light has adopted the following written definition and criteria for accurately determining the safety record of a Offeror prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a Offeror for this consideration shall be:

Lubbock Power & Light shall consider the safety record of the offerors in determining the responsibility thereof. Lubbock Power & Light may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, Be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the Offeror for violations of OSHA regulations within the past three (3) years. Please include OSHA 300 and 300A logs provided for at least three (3) years to include: Lost Time / Days Away from Work Cases, Restricted / Transferred Cases, DART Cases, Other Recordable Cases and Fatalities.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that Lubbock Power & Light may consider the safety records of potential contractors prior to awarding proposals on LP&L contracts, Lubbock Power & Light requires that offerors answer the following four (4) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES x NO

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with

its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO x

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO x

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

QUESTION FOUR

Provide your company's **Experience Modification Rate, OSHA 300 Logs, OSHA 300A Logs** and supporting information:

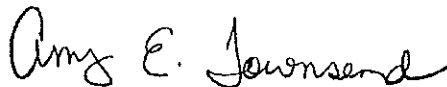
Experience modification rate: .54 for 2025 (please provide the number)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.



Signature Amy E. Townsend

	CEO
Title	



102 of 149
Ian Goldwasser
416 W 13th St
New York, NY 10014
717-512-5961

ian.goldwasser@cacgroup.com

April 22, 2025

The Townsend Company, LLC
PO Box 7015
Muncie, IN 47308

RE: Experience Modification Rate

To Whom It May Concern:

This letter verifies the Workers' Compensation Experience Rating Modification for The Townsend Corporation:

Effective 03/01/2021 .59

Effective 03/01/2022 .62

Effective 03/01/2023 .66

Effective 03/01/2024 .58

Effective 03/01/2025 .54

Please be advised this additionally applies to the following related entities:

N.G. Gilbert Corporation

N.G. Gilbert Services, LLC

Townsend Tree Service Company, LLC

Row-Care, LLC

Reliable Equipment Leasing, LLC

Townsend Residential Services, LLC

Southern Line Contractors LLC

Townsend Outdoor Services, LLC (dba Townsend Arborcare; dba Landscapes Unlimited)

Swartz Mowing Inc

Roe Enterprises Inc

Atlanta | Chattanooga | Chicago | Denver | Houston | New York | San Francisco



103 of 149
Ian Goldwasser
416 W 13th St
New York, NY 10014
717-512-5961
ian.goldwasser@cacgroup.com

If you have any questions or need further assistance, please feel free to call me at 717-512-5961.

Please let us know if any additional information is needed.

Best,

Ian Goldwasser

Ian Goldwasser
Account Executive

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	21	0	9
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
692	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	29	(4) Poisoning	0
(2) Skin Disorder	1	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

Establishment information	TOTAL PAGE
Your establishment name <u>TOWNSEND TREE SERVICE CO., LLC</u>	
Street <u>1015 W. Jackson St.</u>	
City <u>Muncie</u>	State <u>IN</u> Zip <u>47302</u>
Industry description (e.g., Manufacture of motor truck trailers) <u>CLEARANCE & MAINTENANCE OF RIGHT OF WAYS</u>	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715) <u>0 7 8 3</u>	
OR North American Industrial Classification (NAICS), if known (e.g., 336212) _____	
Employment Information	
Annual average number of employees	<u>1,332</u>
Total hours worked by all employees last year	<u>2,022,388</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u><i>Corey M. Smith</i></u> Company executive	<u>President, COO</u> Title
<u>(678) 773-0388</u> Phone	<u>1/15/2025</u> Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024


U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGECity MUNCIE State INDIANA

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On Job transfer or restriction (days)	(M)					
								Job transfer or restriction	Other recordable cases			Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Jennifer Ball	Foreman	01/10/24	Portage IN	Employee was in a MVA while in a company truck, collision caused cervical strain and muscle spasm in the neck.				x			x					
2	Kelith Wiseman	B Trimmer	2/21/2024	Gorfield KY	Employee was climbing into work truck when his R knee popped. Suffered a R. knee strain.		x			13		x					
3	Justin Jones	Laborer	02/21/24	Horse Cave Ky	Laceration on R. pinky finger from trimming a limb with a jerk saw.		x			33		x					
4	Adam Moncrief	Foreman	02/28/24	Valley AL	Four Lt. ribs broken by fall				x			x					
5	Kenneth Casto	Foreman	03/12/24	Poagville MS	Puncture to L. Hand from barbed wire fence.				x			x					
6	Chandler Laney	Trimmer	03/13/24	Adairsville GA	Clearing brush with UTV and tipped it, landing on L shoulder. Resulted in concussion and bruise to L shoulder.		x			1		x					
7	Darion Bradford	Trimmer	03/14/24	Tifton GA	Driver of a truck that was in a MVA. Impact caused lower back strain and contusion to L knee.		x			180		x					
8	Cory King	Foreman	04/15/24	Sunman IN	employee was cutting limbs with chainsaw and the saw slipped lacerating his right thumb.		x			14		x					
9	Jonathan Carrig	C-Trimmer	04/16/24	Vincennes IN	Hit L knee on ladder while climbing on truck and received a contusion.				x			x					
10	Dylan Trent	Foreman	05/02/24	Greenville TN	Employee stepped out of bucket and rolled left ankle on boom, fracturing it.		x			91		x					
11	Delmer Light	Equipment Operator	05/06/24	Poplar Bluff MO	R. arm strain from opening tailgate of truck.				x			x					
12	Daniel Magano	Foreman	05/20/24	Gary IN	Pinched R. thumb on chipper fracturing it.		x			8		x					

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

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Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

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Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGECity MUNCIE State INDIANA

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:									
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:											
						Death	Days away from work	Remained at work		Away From Work (days)	On Job transfer or restriction (days)						
								Job transfer or restriction	Other recordable cases			(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
13	Mosyn Schriener	C Trimmer	05/20/24	Lancaster OH	Employee rolled right ankle while walking on muddy hill. Resulted in a sprain to the ankle.		x			8		x					
14	Bryton Henry	C Trimmer	6/25/24	Charlestown IN	Laceration on R. hand from trimmers.				x			x					
15	James Wilson	Foreman	7/30/24	Sevierville TN	Trimming tree when limb fell and hit side of face. Several facial bones were fractured.		x			34		x					
16	Kannon Davis	Laborer	08/09/24	Stanton KY	First degree sunburn on both arms and face from working outside.		x			7		x					
17	Francisco Rodriguez Diaz	Foreman	08/15/24	Cleveland OH	Employee jumped over fence after being chased by dog. He fell onto left side while going over causing a contusion of the left front wall of thorax.		x			15		x					
18	Raul Gomez	Trimmer	8/21/24	Lowell IN	Subdural hematoma caused by limb falling on head.		x			2		x					
19	Corey Byers	Foreman	09/07/24	Bloomington IN	Laceration on R arm from chainsaw.		x			8		x					
20	Martires Cornelio	Foreman	09/16/24	Gary IN	Cutting a spur lower and came in contact with wire fence causing kickback and lacerating forehead.		x			2		x					
21	Bret Rose	Trimmer	9/18/2024	Madison IN	Employee fell on saw bar, Lacerating forehead.				x			x					
22	Nathon Golden	Foreman	9/30/2024	Auburn AL	EE suffered lt. leg fracture, rt. Wrist fracture, multiple lt. rib fractures, and laceration to left eyebrow from fall.		x			92		x					
23	Devon Dennis	Foreman	10/7/2024	Swoinsboro GA	Employee was working storm in GA when he came into contact with Poison Ivy vines. Upper torso and neck became inflamed.				x				x				
24	Kameron Graddy	Trimmer	10/09/2024	Pearson GA	Employee was cutting a limb on a downed tree when the saw he was using fell and broke two fingers on his R. hand.		x			26		x					

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGE

City MUNCIE State INDIANA

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On Job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
25	Zachary Goulding	Laborer	10/18/2024	Gainesville GA	Employee was working on rope team when rope broke, allowing limb to strike employee in head resulting in laceration and concussion.		x			2		x					
26	Stevens Contreras Lugo	Foreman	10/28/24	Cleveland OH	Employee was cutting vines with handsaw. Ran saw across right knee which resulted in abrasion.		x			8		x					
27	Tyler Zolna	Foreman	11/5	Greenville TN	EE was sharpening pole saw when it slipped and cut his right hand resulting in a laceration.		x			35		x					
28	Jonathon Lane	Groundsman	12/09/24	Sevierville TN	EE had indirect contact with electricity from a boom truck which had boom contact line and collapsed. Employee suffered cardiac arrest.		x			21		x					
29	Logan Miller	Foreman	12/12/24	Jumonville PA	Employee was hit on the top of the head by a falling limb, resulting in concussion.				x			x					
30	Richie Morris	Foreman	1/22/2024	Greenville TN	Employee fell on ice, twisted R. leg causing fracture to R. Femur		x			92		x					
Page Totals						0	21	0	9	692	0	29	1	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the

Injury	
Skin Disorder	
Respiratory Condition	
Poisoning	
Hearing Loss	
Other Illness	

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	8	0	8
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
788	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	15	(4) Poisoning	0
(2) Skin Disorder	1	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

Establishment Information

TOTAL PAGE

Your establishment name TOWNSEND TREE SERVICE CO., LLC

Street 1015 W. Jackson St.

City Muncie State IN Zip 47302

Industry description (e.g., Manufacture of motor truck trailers)
CLEARANCE & MAINTENANCE OF RIGHT OF WAYS

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
0 7 8 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 1,399

Total hours worked by all employees last year 2,806,301

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Cory M. Saulman
Company executive

President, COO
Title

(578) 773-0368
Phone

1/8/2024
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGE
City MUNCIE State INDIANA

Identify the person			Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:											
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1			01/05/23	Woodstock GA	Employee fell while pulling on rope		x			180		x					
2			02/02/23	Kenbridge VA	slipped on jarrah and when foot went in as his body went to ground		x			152		x					
3			03/08/23	Rome GA	Fell on shoulder when he dropped saw		x			180		x					
4			03/15/23	Louisville KY	rolling on chipper chore and when hit hand lacerating it.				x			x					
5			03/15/23	Interlochen MI	Cut left thumb using handsaw				x			x					
6			04/17/23	Sevierville TN	Hit by car		x			117		x					
7			04/27/23	Georgetown IN	Dead limb hit pinky		x			2		x					
8			05/22/23	Franklinton NC	Debris flew into eye				x			x					
9			07/27/23	Cleveland OH	Climbing tree and twisted foot				x			x					
10			8/7/23	Lake Leelanau MI	Cut thumb with spike.				x			x					
11			08/23/23	Alberta VA	Fell on chainsaw, cut shin				x			x					
12			09/15/2023	Sevierville TN	Stung by Yellow Jackets				x			x					
13			10/2/2023	Wheeler IN	Exposed to poison ivy.				x				x				
14			10/02/23	McArthur OH	Twisted knee after stepping in hole		x			90		x					
15			10/26/23	Cloverport KY	Fracture to lower back due to falling out of tree.		x			66		x					
16			12/4	Portage IN	Finger was smashed		x			1		x					
Page totals						0	8	0	8	788	0	15	1	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for those forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	18	0	15
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
776	0
(K)	(L)

Injury and Illness Types

Total number of...
(M)

(1) Injury	33	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3641, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment Information	TOTAL PAGE
Your establishment name <u>TOWNSEND TREE SERVICE CO., LLC</u>	
Street <u>1015 W. Jackson St.</u>	
City <u>Muncie</u> State <u>IN</u> Zip <u>47302</u>	
Industry description (e.g., Manufacture of motor truck trailers) <u>CLEARANCE & MAINTENANCE OF RIGHT OF WAYS</u>	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715) <u>0 7 0 3</u>	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment Information	
Annual average number of employees <u>1,851</u>	
Total hours worked by all employees last year <u>3,680,038</u>	
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
 Company executive	President, COO Title
(676) 773-0360 Phone	1/13/2023 Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGE
City MUNCIE State INDIANA

Identify the person			Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:								
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:											
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)						
						(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(I)	(J)	(M)	(N)	(O)	(P)	(1)	(2)	(3)	(4)	(5)	(6)
1			1/6	Ameagle, WV	EE had chainsaw slip off limb and cut through boot		X			66		X					
2			1/6	Fredericksburg, TX	EE cut limb over guy wire, tried to catch limb & in doing so the chainsaw cut right pointer finger. Rcvd stitches.		X			4		X					
3			2/24	Portage, IN	EE was trimming tree, saw kicked back striking left leg below knee/calf causing laceration. Rcvd stitches/Rx.		X			32		X					
4			2/15	Hardinsburg, KY	EE grabbed hinge on door, right arm caught stuck causing laceration to finger w/tuft fracture.				X	0		X					
5			2/8	Kenova, WV	EE stepped on a board on the ground & slipped twisting right ankle causing a fx.		X			13		X					
6			02/18	Sevierville, TN	EE foot got tangled in cable and employee fell, injured right ankle, has sprain w/ATFL injury.		X			38		X					
7			02/24	McQuady, KY	EE was moving brush and limb slipped and hit employee eye causing irritation. Received RX				x	0		X					
8			02/11	Mason, TX	EE was coming stump, stump broke down struck left foot causing laceration. Received stitches				X	0		X					
9			03/02	Cleor Creek Crossing WV	EE bent to pick something up and then lower back.		x			112		X					
10			03/17	Louisville, TN	EE was dragging brush and fell, sick entered ear canal. Received RX				x	0		X					
11			03/28	Cumming, GA	EE was in WVX while traveling to job site, hit knee on dash causing right knee sprain.		X			91		X					

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

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Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGE
City MUNCIE State INDIANA

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:									
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses		
						Death	Days away from work	Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
						(G)	(H)	(I)	(J)								
12			04/20	Cornelia, GA	Stub hit EE in ear causing damage to ear. Received stitches & time off work		X			25		X					
13			04/28	Cleveland, OH	EE picking up trash and fell in hole injuring left knee causing a MCL sprain & PCL tear.		X			180		X					
14			5/10	Farmville, VA	EE in a MVA, chest wall contusion		X			5		X					
15			05/12	Dawsonville, GA	EE posting stub and neck pop in left shoulder.		X			3		X					
16			06/02	Kingsport TN	EE had free barber chair and hit hand				X	0		X					
17			06/17	Bloomington IN	EE moving wood and hurt back		X			1		X					
18			06/23	Clear Fork WV	EE was struck by a stub while removing a rope		X			55		X					
19			07/06	Sevierville, TN	EE stuck heel with a climbing spike				X	0		X					
20			7/11	Sevierville, TN	EE stepped over log and log rolled onto his ankle		X			112		X					
21			7/18	Athens, GA	EE fell on rt knee				X	0		X					
22			08/03	Blacksburg VA	EE cutting vine and cut across LT knee				X	0		X					
23			08/16	Cummings GA	EE trimming with a saw and cut thumb				X	0		X					
24			08/02	Gap Mills WV	EE fell in ditch sprained ankle		X			16		X					
25			9/6	Sandy Lake, PA	Stung by bees on the hand, had reaction to sting & was given Rx's				X			X					
26			09/21	Tiffin Ga	EE cut foot with saw		X			21		X					
27			09/29	Fort Gay WV	EE was knocked to ground by truck		X			1		X					
28			10/13	Southern Pines, NC	EE holding rope and it hit his thumb				X	0		X					
29			10/11	Shelby, MI	employee pinched his finger between bucket and pole				X	0		X					

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

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Year 2022
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment name TOWNSEND TREE SERV. CO., LLC-TOTAL PAGE
City MUNCIE State INDIANA

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
30			10/19	Crossplains, IN	While coming underbrush around pole, EE slipped & saw came down on leg causing laceration. Rcvd Rx		X			1		X					
31			12/01	Gwinette, GA	EE smashed finger				X	0		X					
32			12/07	Valparaiso, IN	EE Climbing stairs and felt pain; hernia				X	0		X					
33			12/20	Georgetown IN	EE was hit in face with limb				X	0		X					
Page totals						0	18	0	15	776	0	33	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



Safety Question 1: OSHA Citation

Townsend Tree Service Company, LLC

Cit #: 1792999

Date: 2/26/2025

Issue By: TN OSHA

Location: 1783 Red Bone Way, Sevierville, TN

Inspections: Post Accident

Standard Cited: 29 CFR 1910.269(1)(3)(iii)

Initial Violation Type: Serious

Description: Employer did not ensure that no employee approached or took any conductive object within MAD; Employer allowed employees to allow the truck's boom to come within MAD.

Current Status: Under Challenge



Townsend Tree Service Company, LLC

REFERENCES

Steven Murrow
Central Texas Electric Co-op
386 Friendship Lane
Fredericksburg, TX 78624
830-992-2402

Howard Hall
Kerrville Public Utility Board
2250 Memorial Blvd
Kerrville, TX 78028
830-792-8215

Jeff Siegel
Guadalupe Valley Electric Cooperative
825 E Sarah DeWitt Drive
Gonzales, TX 78629
830-857-6183

Chris Wood
Black River Electric Cooperative
2600 Hwy 67
Fredericktown, MO 63645
573-783-9640

Coby Henk
New Braunfels Utilities
355 FM 306
New Braunfels, TX 78130
830-608-8877

1015 W. Jackson Street, Muncie, IN 47305 765-468-1417





Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a second amendment to Professional Services Agreement (PSA), by and between the City of Lubbock, acting by and through Lubbock Power & Light, with INPOWERD, LLC for NERC Cyber Security consulting and compliance support services to increase the current not-to-exceed and to extend the term of the agreement by one year.

Background/Discussion:

On June 18, 2024, LP&L entered into a PSA with INPOWERD, LLC to provide specialized staffing services for a NERC Cyber Security Consulting Manager position. This role supports emergent and ongoing compliance with Federal mandates related to the NERC Critical Infrastructure Protection (CIP) standards. The services performed include managing LP&L's NERC CIP compliance program, leading the EMS Team, mentoring internal personnel, developing and implementing internal controls, responding to NERC/Regional Entity requests, and conducting internal audits and reviews. The consultant will continue serving as the primary subject matter expert for applicable NERC CIP standards.

The first amendment to this agreement was approved on June 17th, 2025, to extend the term by one (1) additional year through June 30, 2026, and to increase the not-to-exceed contract amount by \$450,000.00, for a total of \$950,000.00. This amendment also incorporated updated billing rates applicable to the extension term, without affecting the original agreement's structure or scope.

This second amendment is now needed for the continued support, LP&L seeks to extend the term of this agreement from June 30, 2026, to June 30, 2027, and to increase the not-to-exceed amount by \$500,000.00, from \$950,000.00 to \$1,450,000.00.

Fiscal Impact:

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

Recommendation:

Staff recommends approval of a second amendment to the PSA with **INPOWERD, LLC**, extending the agreement by one-year from **June 30, 2026** to **June 30, 2027**, and increasing the contract not-to-exceed amount by **\$500,000.00** from **\$950,000.00** to **\$1,450,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, entered into a Professional Services Agreement (the “Agreement”) with INPOWERD, LLC (“INPOWERD”) on June 18, 2024, related to professional services to provide qualified temporary personnel to assist with ongoing and future operations and compliance needs (the “Activities”).

WHEREAS, LP&L and INPOWERD entered into a First Amendment to Professional Services Agreement (“First Amendment”) dated June 21, 2025 to incorporate and modify the rates of the Original Agreement, to extend the term, and to increase the Not-to-Exceed of the Original Agreement;

WHEREAS, LP&L and INPOWERD desire to include new rates into the existing agreement without superseding the original rates and to increase the Not-to-Exceed of the Agreement to accommodate new specialized staff;. NOW, THEREFORE:

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

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

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

**SECOND AMENDMENT
to
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (“Second Amendment”) to Professional Services Agreement (the “Original Agreement”), is entered into this 21st day of October, 2025, by and between the City of Lubbock, Texas, a Texas home-rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”), and INPOWERD, LLC (“INPOWERD” or “Contractor”) a Tennessee Domestic Limited Liability Corporation authorized to conduct business in Texas (“Company”).

WITNESSETH

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

WHEREAS, LP&L and Company entered into a First Amendment to Professional Services Agreement (“First Amendment”) dated June 21, 2025 to incorporate and modify the rates of the Original Agreement, to extend the term, and to increase the Not-to-Exceed of the Original Agreement;

WHEREAS, LP&L and Company desire to include new rates into the existing agreement without superseding the original rates and to increase the Not-to-Exceed of the Agreement to accommodate new specialized staff;

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

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

1. Exhibit A-2 is incorporated into Exhibit A. All references to Exhibit A shall also refer to Exhibit A-2 for appropriately designated employees.
2. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:
3. **Payment:** Client shall pay INPOWERD all undisputed amounts within thirty (30) days of the date of each invoice. Payment shall be made to INPOWERD by check or EFT. The total consideration to be paid to INPOWERD for the Initial Term shall not exceed the sum of One Million Four Hundred Fifty Thousand and no/100 dollars (\$1,450,000.00).
4. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and in force.

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

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

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Blair McGinnis, Chief Operating Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

INPOWERD, LLC

By: Earl W. Shockley

Name: Earl W. Shockley

Title: President & CEO

STATEMENT OF WORK No. 2025-02**NO SERVICES MAY BE PERFORMED UNTIL COMPANY AND VENDOR
SIGN THIS STATEMENT OF WORK.**

The purpose of this SOW is to describe the Services and Deliverables that Vendor will provide to Company under the terms of the Master Services Agreement (the “**Agreement**”) between Company and Vendor (the “**Parties**”) dated June 18, 2024. Capitalized terms used and not defined in this SOW have the meanings given such terms in the Agreement.

This SOW is effective as of October 21, 2025 (“**SOW Effective Date**”). This SOW shall be subject to the terms of the Agreement, and the terms of the Agreement are hereby incorporated into this SOW. The Services and Deliverables shall end upon Company’s acceptance of same, unless the Agreement is terminated earlier in accordance with its terms.

Company: Lubbock Power and Light
Address: 404 Municipal Drive, Lubbock, Tx 79403
Project Sponsor: Mr. Cody Kirk
Phone: 806.577.2579
Email: ckirk@mylubbock.us

Vendor: INPOWERD LLC
Address: 1596 Woods Rd., Dunlap, TN 37327
Project Sponsor: Mr. Earl Shockley
Telephone: 423.667.4938
Email: earl.shockley@inpowerd.com

Services and Deliverables. Vendor shall provide, or cause to be provided, the Services and Deliverables set forth in Vendor’s Task Order attached hereto as **EXHIBIT 1** of this Statement of Work (the “**Proposal**”), in conformance with the requirements set forth therein, including any additional requirements mutually agreed upon by the Parties in writing. Notwithstanding anything herein or set forth in the Proposal, in the event that there is any conflict or inconsistency among the terms and conditions of the SOW, Agreement or the Proposal, the following order of precedence in the interpretation of such conflict shall prevail in descending order of priority: (i) this SOW, (ii) the Agreement (including, but not limited to, Exhibit B attached thereto), and (iii) the Proposal.

Timeline. The Services shall be performed, and Deliverables created, in accordance with the timeline and schedule set forth in the Proposal.

Fees. As consideration for the Services and Deliverables to be provided by Vendor, and subject to the terms of the Agreement, Company shall pay Vendor the amounts specified in the attached Task Order at the times specified therein and shall reimburse Vendor for eligible expenses, if any, as specified therein.

Project Name/Billing Code. Vendor shall deliver all invoices to Company pursuant to the terms set forth in Section 3 of the Agreement. Unless otherwise requested by Company, Vendor shall email all invoices (separately and without collation) to ckirk@mylubbock.us and to lpalap@mylubbock.us

with a copy to any requested Company Representatives and shall include on such invoices the following Company project name and billing codes: 7414-8302 and 7614-8302. Each invoice shall also include the total amount billed to date for the Services and Deliverables approved in this SOW. Additionally, each invoice shall be discrete and separate from other invoices in that no balance of the prior month or milestone, as applicable, shall be carried over to the next month or milestone.

The Parties have executed this Statement of Work as of the date first above written.

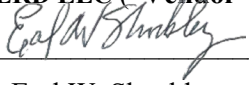
Accepted and agreed to by: INPOWERD LLC ("Vendor") By: <u></u> Name: <u>Earl W. Shockley</u> Title: <u>President & CEO</u>	Accepted and agreed to by: Lubbock Power and Light ("Company") By: _____ Name: _____ Title: _____
--	--

EXHIBIT 1

Task Order to SOW No. 2025-02

Opportunity Statement: Lubbock Power & Light (LP&L), established in 1916, serves as the municipal electric utility for the City of Lubbock. LP&L is responsible for the generation and distribution of electric power to over 100,000 customers within the Lubbock region. Due to its generation and operational capabilities, LP&L operates two (2) NERC-designated CIP Medium Impact Control Centers, along with additional CIP Low Impact assets.

Separate from any existing SOW executed by the Parties, Lubbock Power and Light wishes to engage this new SOW with Vendor to support ongoing operations and ensure compliance with North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards. The objective is to supplement LP&L staff in executing and maintaining cybersecurity and physical security measures as required under applicable CIP standards for both medium and low impact BES Cyber Systems and obtain the Compliance and Security Advisory Services with an outsourced NERC Cyber Security Consulting Manager ("Manager") from INPOWERD.

Services and Deliverables: After consultation with Lubbock Power and Light, INPOWERD proposes the following tasks, services and deliverables be performed to provide a resource(s) as a NERC CIP Compliance Consulting Manager that will be charged with assisting LP&L with managing its NERC CIP Cyber Security Program. This resource will serve as the primary Subject Matter Expert (SME) for all NERC CIP Standards that are applicable to Lubbock Power and Light while providing technical guidance, advice, and support to Lubbock EMS Administrators who will serve as secondary support SME's until fully trained.

Upon execution of this Task Order, Services performed by INPOWERD LLC's NERC CIP resource(s) will include:

- Continuously monitor and assess LP&L's compliance with all applicable NERC CIP reliability standards; assess evidence of compliance gathered by business unit subject matter experts to determine its applicability and completeness for demonstrating compliance to NERC and/or the Regional Entities.
- Lead and mentor the CIP Team in support of team performance, efficiency, and personnel development.
- Serve as CIP Senior Manager delegate and project manager for EMS related projects.
- Assess and develop internal controls related to LP&L's CIP program to mitigate risk of non-compliance with the NERC CIP reliability standards.
- Lead/coordinate LP&L's efforts to create and/or review requests for information regarding LP&L's NERC CIP compliance program and ensure timely submission of any NERC CIP records required by NERC or a Regional Entity (e.g., audit documentation, inherent risk assessments, self-certifications, self-reports, data submittals, mitigation plan completion attestations, etc.).
- Lead/coordinate the monitoring of NERC and Regional Entity communications, such as "lessons learned" documents and guides, regarding the NERC CIP reliability standards; communicate applicable information, regional conference key messages, and requirements to LP&L's NERC CIP compliance contributors.
- Interpret NERC CIP reliability standards and evaluate the business implications of existing, new, and revised NERC and Regional Entity standards; communicate analyses to the Regulatory Compliance - CIP Team (Operations) and business unit management as appropriate.

- Participate in the NERC standards development process. Lead/coordinate internal efforts to develop and submit LP&L comments regarding CIP standards undergoing revision or development.
- Provide guidance to operations, engineering, and Lubbock City IT personnel in the development of department level procedures to support NERC and Regional Entity compliance activities.
- Assist the Regulatory Compliance - CIP (Operations) and Technical Training teams in the development of CIP related training and support roll-out of training to the appropriate personnel.
- Coordinate the preparation of self-certifications, providing guidance on spot check requests, responding to requests for information, preparing self-reports and exception reports, responding to complaints, and conducting compliance investigations.
- Conduct reviews, audits, CVA's tests, and drills, as appropriate, of LP&L's NERC CIP compliance activities, processes, and documented guidance to monitor and report on status of compliance.
- This individual will report directly to the Operations Manager with a secondary reporting function to the CIP Senior Manager of Lubbock's NERC CIP program.
- Network administration, configuration, and secure architecture design support related to ICS/SCADA operations, excluding Incident Response and Disaster Recovery functions that are not specifically related to NERC CIP compliance.
- Support network security controls in alignment with NERC CIP-005-7 requirements, including Electronic Security Perimeter (ESP) design, access control, and secure remote connectivity management.

Work-Hours, Guidelines, and Not-to-Exceed Expectations: Work will be managed and executed in a weekly cycle with **an annual estimated maximum not-to-exceed of _2080_ workhours per year**, broken out into **40 hour maximum work weeks**. Guidelines and assumptions regarding the execution of this Task Order include, but not limited to:

- Consultant will only be performing NERC CIP Compliance & Security administrative tasks. No duties outside the NERC CIP Services described above are included in this Task Order.
 - Change Orders or separate Task Orders would be required to obtain additional INPOWERD Services such as: Incident Response Management, Assessments against other frameworks, Cyber Risk Quantification, M&A Diligence Assessments etc.
- Over the course of this Task Order the on-site/off-site expectation and requirement will change based on LP&L's NERC Program maturity.
 - At the launch of this Task Order, the expectation is 1-week onsite and 3-weeks offsite.
 - Based on the successful completion of current project upgrades (approximately 6 months), with LP&L's approval, the expectation will be to transition out of this SOW, upon the training of EMS staff.
- In any given week, the maximum number of work hours is not to exceed 40 work hours.
 - In extenuating circumstances, LP&L may request additional resource hours, past the maximum 40 weekly workhours, at additional charges not included in this Task Order estimate, via expedited Change Order requests.

Composition of Team: INPOWERD's Principal Consultant, Mr. Jason Smith will be responsible for project oversight, escalation and management with day-to-day operational project execution being performed by our Senior NERC Consultant, Mr. Jason Faulhefer.

Rates, Fees, and Payment Terms. As consideration for the Services and Deliverables to be provided by Vendor, LP&L shall pay Vendor the amounts and terms specified below and shall reimburse Vendor for eligible expenses, if any, as specified therein.

- This engagement will be billed on a **time and materials basis**.
- Hourly rates for NERC CIP Advisory Services with a Sr. CIP Consultant: **\$260 per hour**.
- Hourly rates for Management and Oversight with a Principal Consultant: **\$265 per hour**.
- Invoices will be issued monthly for hours utilized in any given month.
- Payment terms are NET-30 from the date of invoice

SME Expertise	Rate per Hour	Billing	Maximum Man-Hours	Estimated Maximum Total
Sr. CIP Compliance Consultant	\$260	to be billed monthly for hours worked	2080 hours	\$551,200
Principal Consultants	\$265	to be billed monthly for hours worked	156 hours	\$41,340
		**Consulting Service Total Max:		\$592,540 + T&E
		***Travel & Expenses:		<i>TBD</i> <i>actuals are variable</i>

****Consulting Estimated Costs:** The cost/hour estimates above should be viewed as maximums necessary and required to execute the requested services, however Vendor will identify and notify Company to determine the preferred course of action if/when the required time/effort/costs will exceed these expectations. **-Any unused hours will not be billed-**

*****Time and Expenses:** Company shall reimburse Vendor for all reasonable, necessary, and actual expenses that Vendor incurs in performing the Services, including but not limited to lodging, airfare, and ground transportation expenses that Company agrees to, hereafter defined as Travel and Expenses ("T&E").

Vendor shall provide receipts to Company for all such T&E expenses. If Vendor incurs mileage, it shall be paid by Company at current IRS rate as of the time Services are rendered. Vendor shall calculate meals and incidentals at Government Services Administration (GSA) per diem rates for the location where services are rendered. Meal reimbursements and advances are subject to the current GSA per day per diem limit for the location of the travel, inclusive of tips, which shall not exceed twenty (20) percent of total bill amount. Breakdown for meals (includes breakfast, 20%, lunch 30%, and dinner 50%, which they consumed during travel, and receipts will be required. (Alcohol will not be reimbursed.) Any applicable taxes or third-party service charges incurred in connection with the services (except for taxes imposed on income) will be billed to, and paid by, Company in addition to the expenses.

Vendor will provide additional estimates upon request, for all necessary T&E. Note that T&E estimates may vary from actuals as Vendor cannot obtain exact costs of airline, hotel, or ground transportation fees in advance.

**Lubbock Power & Light - Electric Utility Board****Agenda Item Summary
FY 2025-26 Budget Amendment****Meeting Date:** October 21, 2025

Summary:

Consider a budget amendment, amending the FY 2025-26 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas. To create and establish and fund \$150,000.00 in Capital Improvement Project #92951 – Citizens Tower 5th Floor – Storage to Office Renovation and transfer funds from Fund 211 - Electric Operations to Fund 214 - Electric Capital. Additionally, reduce Compensation and Benefits in Fund 211 – Electric Operations by \$99,115.28 to reflect LP&L's updated Cost of Living Adjustment (COLA) match with the City.

Background/Fiscal Impact:

LP&L Administration is requesting the creation of this CIP to address the need for additional office space on the 5th floor of Citizens Tower due to staff growth. The project will convert a storage room into two (2) functional offices by selectively modifying the existing layout, installing new partitions, finishes, and ceilings, and reworking building systems such as mechanical, lighting, electrical, and network connections. The project also includes providing two (2) new furniture workstations consistent with existing standards. This investment is necessary to ensure that LP&L has adequate space and resources to accommodate expanding administrative operations and maintain efficient workflow.

The approximate costs for the work listed above totals \$150,000.00. A cash transfer from the Operating Fund to the Capital Fund in the amount of \$150,000.00 is being requested to be allocated to CIP #92951, Citizens Tower 5th Floor – Storage to Office Renovation.

This amendment also addresses Compensation and Benefits adjustments. LP&L initially budgeted a 3% Cost of Living Adjustment (COLA). Prior to the adoption of the FY 2025–26 budget, LP&L updated its COLA to 2.5% to align with the City's approved COLA. Although this change was made before adoption, it was not reflected in the adopted budget. This amendment corrects that by reducing appropriations in Compensation and in Benefits by a total decrease of \$124,222.91.

This budget amendment creates one new capital project and impacts the Operating Budget by increasing the transfer to the Capital Program and decreases appropriations in Compensation and Benefits to reflect the updated COLA.

1. CIP– Citizens Tower 5th Floor – Storage to Office Renovation

Create the following CIP by appropriating and funding the amount of \$150,000. The project scope and justification update are as follows:

Project Scope: Provide two (2) new offices in Citizens Tower 5th floor storage room.

Project Justification: LP&L Administration is seeking to add two (2) additional office spaces on the 5th floor due to growth and will include the following:

1. Selective demolition of existing partition to install new door opening.
2. Provide new door, frame & hardware, partitions, finishes, and ceilings as required.
3. Replace and rework mechanical, lighting, electrical, and network as required.
4. Provide two new furniture workstations, match existing workstations.

2. Amend the Operating Budget by increasing the transfer to the Capital Program.

Amend fund 211, "Electric Operating Fund", by increasing the Transfer to the Capital Program in the amount of **\$150,000.00**, from **\$26,542,167.00** to **\$26,692,167.00**.

3. Amend the Operating Budget by decreasing Compensation and Benefits.

Amend Fund 211, "Electric Operating Fund," by decreasing appropriations in Compensation by **\$99,115.28**, from **\$23,000,097.78** to **\$22,900,982.50**, and by decreasing appropriations in Benefits by **\$25,107.63**, from **\$9,889,917.99** to **\$9,864,810.36**, for a combined total decrease of **\$124,222.91**.

Recommendation:

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

RESOLUTION

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

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

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

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

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

- 1) Create CIP #92951, Citizens Tower 5th Floor – Storage to Office Renovation with increasing the appropriation and funding in the amount of \$150,000.00. The project scope and justification update are as follows:

Project Scope: Provide two (2) new offices in Citizens Tower 5th floor storage room.

Project Justification: LP&L Administration is seeking to add two (2) additional office spaces on the 5th floor due to growth and will include the following:

1. Selective demolition of existing partition to install new door opening.
 2. Provide new door, frame & hardware, partitions, finishes, and ceilings as required.
 3. Replace and rework mechanical, lighting, electrical, and network as required.
 4. Provide two (2) new furniture workstations, match existing workstations.
- 2) Amend fund 211, "Electric Operating Fund", by increasing the Transfer to the Capital Program in the amount of \$150,000.00, from \$26,542,167 to \$26,692,167.
 - 3) Amend Fund 211, "Electric Operating Fund," by decreasing appropriations in Compensation by \$99,115.28, from \$23,000,097.78 to \$22,900,982.50, and by decreasing appropriations in Benefits by \$25,107.63, from \$9,889,917.99 to \$9,864,810.36, for a combined total decrease of \$124,222.91.

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

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, LP&L Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

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

Background/Discussion:

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

Fiscal Impact:

Funds are available in Cost Center **7113 (Legal)** and **7311 (Production and Operations and Engineering)** for this purpose.

Recommendation:

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

RESOLUTION

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

WHEREAS, LP&L is in need of outside legal counsel regarding certain generation asset disposition matters;

WHEREAS, legal counsel should have extensive experience in transactions regarding the disposition of generation assets;

WHEREAS, LP&L desires to engage legal counsel to represent it regarding those certain matters; NOW, THEREFORE:

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

THAT the LP&L Chief Administrative Officer of his designee BE and is hereby delegated the authority to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), an Engagement Letter, by and between a Jackson & Walker LLP and LP&L.

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

THAT Resolution EUB 2025 – R0042 is hereby voided.

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



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

October 1, 2025

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

Dear Mr. Ivy:

We are honored that you have asked us to represent The City of Lubbock, Texas acting by and through Lubbock Power & Light (“LP&L”) in connection with the sale of generation assets and real property, and we are pleased to do so. This letter summarizes our billing and payment arrangements, and the terms of our agreement.

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

FEES. Our fees are determined primarily on the basis of our time at current hourly rates. Our rates vary with experience and seniority and are adjusted by us from time to time, normally once a year. Unless we otherwise agree, the rates we charge will change at that time. We expect that I, Linda Donohoe, will be the lawyer principally involved in the client relationship for this matter and my hourly rate as of October 1, 2025 is \$1,550.00. Any estimates of fees and expenses we may give are merely approximations and are often based on many circumstances not within our control. Such estimates are not binding and the fees and expenses owed will be as set forth in our statements to you.

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

AGREEMENT TO PAY. Our statements are rendered monthly and are due within 30 days of receipt. If a question concerning a statement arises, we ask that it be raised in writing within 30 days. You agree to timely payment of our statements. A statement not paid within 30 days of

October 1, 2025

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

RETAINER. Considering the nature and scope of the matter for which you have engaged us, you have provided us with a retainer of \$10,000.00. We may apply this retainer to fees and expenses from time to time and, if we do, we may ask that it be replenished. When our representation is completed, we will apply the balance of the retainer against our final statement and refund any excess to you.

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

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

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

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

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

October 1, 2025
Page 3

confidential, non-public information, that, if known to such other client, could be used by such client to your material disadvantage in the other matter.

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

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

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

TEXAS REQUIRED WARRANTIES. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Firm agrees that the Agreement can be terminated if the Firm knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, the Firm agrees to: (1) preserve all contracting information related to the agreement as provided by the records retention requirements applicable to the governmental body for the duration of the agreement; (2) promptly provide to the governmental body any contracting information related to the agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the agreement, either: (A) provide at no cost to the governmental body all contracting information related to the agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the agreement as provided by the records retention requirements applicable to the governmental body. To the extent any information is requested pursuant to the Public Information Act, the Firm and LP&L preserve all applicable arguments for exceptions to disclosure, including but not limited to, arguments related to attorney-client privilege and work-product.

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

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

October 1, 2025
Page 4

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

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

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

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

Sincerely yours,



Linda Donohoe
Attorney

AGREED TO AND ACCEPTED THIS 2nd DAY OF OCTOBER, 2025

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

BY:



Joel Ivy, Chief Administrative Officer, LP&L

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



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider a resolution authorizing the Purchasing Manager, or his designee, to execute a purchase order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Altec Industries, Inc., Sourcewell Contract 40924-ALT for two (2) 48-foot Articulating Telescopic Aerial Devices.

Background/Discussion:

This purchase order includes two (2) 48-foot Articulating Telescopic Aerial Devices from Altec Industries, Inc. under Sourcewell Contract 40924-ALT for a total cost of \$458,402.00. The first unit will be delivered within two (2) months of order receipt and utilized as a spare under the FY 2024-25 Capital Program for all departments. The second unit, approved under the FY 2025-26 Capital Program, will replace an existing unit in LP&L's fleet and is scheduled for delivery within eight (8) months.

This purchase is made in accordance with Sourcewell Contract 40924-ALT. Sourcewell is a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing is authorized in Chapter 271 of the Local Government Code and allows a local government to participate in a cooperative purchasing program. Sourcewell purchases conform to the requirements of the Texas competitive bid statutes.

Fiscal Impact:

A total of **\$2,340,000.00** is appropriated and **\$248,834.00** is available in account number **92891 (FY 2024-25 Vehicles & Equipment)** and a total of **\$1,743,000.00** is appropriated and available in account number **92934 (FY 2025-26 Vehicles & Equipment)** for this purpose.

Recommendation:

Staff recommends award of the Sourcewell Quote, for one (1) Articulating Telescopic Aerial Device for **\$218,198.00** realted to **92891 (FY 2024-25 Vehicles & Equipment)** and one (1) Articulating Telescopic Aerial Device for **\$240,204.00** realted to **92934 (FY 2025-26 Vehicles & Equipment)**, for at total **\$458,402.00**, to **Altec Industries Inc. of Birmingham, Alabama**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
October 21, 2025**

Capital Project Number:	92891
Capital Project Name:	FY 2024-25 Vehicles and Equipment

		Budget
Total Appropriation	\$	2,340,000
Expended	<i>Contract or PO Number</i>	
Sewell Ford	214042018	\$ (156,525)
Altec	21404219	(1,418,962)
Expended to Date		\$ (1,575,487)
Encumbered	<i>Contract or PO Number</i>	
Altec Bucket Trucks	214042019	\$ (515,679)
Encumbered to Date		\$ (515,679)
Agenda Items October 21, 2025	<i>Contract or PO Number</i>	
Altec Bucket Trucks	Sourcewell	\$ (218,198)
Agenda Items for Consideration		\$ (218,198)
Estimated Costs for Remaining Appropriation		
Contingency		(30,636)
Estimated Costs for Remaining Appropriation	\$	(30,636)
Remaining Appropriation		-

**Lubbock Power and Light
Capital Project
Project Cost Detail
October 21, 2025**

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

	Budget	
Total Appropriation	\$	1,743,000

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

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

Agenda Items October 21, 2025	<i>Contract or PO Number</i>		
Altec Bucket Trucks	Sourcewell	\$	(240,204)
Agenda Items for Consideration		\$	(240,204)

Estimated Costs for Remaining Appropriation			
4x4 Trucks		\$	(550,000)
Turret Reel Trailers			(128,000)
Mobile Fall Equipment			(185,000)
Telescopic Handler			(90,000)
Box Trailer			(25,000)
Wire Tensioner Trailer			(115,000)
Electric Drum Puller			(405,000)
Contingency			(4,796)
Estimated Costs for Remaining Appropriation		\$	(1,502,796)

Remaining Appropriation		-
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RESOLUTION

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

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, desires to award a Sourcewell quote to Altec Industries, Inc., for Articulating Telescopic Aerial Devices (the “Equipment”);

WHEREAS, this purchase will be made in accordance with Sourcewell Contract 40924-ALT, a cooperative purchasing contract authorized by Chapter 271 of the Local Government Code;

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

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

THAT the Purchasing Manager, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), that certain Purchase Order by and between LP&L and Altec Industries, Inc., regarding Sourcewell Contract 40924-ALT for the Equipment, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider a resolution authorizing the approval of a third amendment to the existing Professional Services Agreement (PSA) with Black & Veatch Corporation, to extend the term of the agreement and increase the not-to-exceed amount to facilitate the completion of a current project.

Background/Discussion:

The original PSA was executed on April 20, 2021. Since that time, Black & Veatch Corporation has provided engineering services for projects required to upgrade, improve, and expand the LP&L power system in preparation for, and after, the transition to the Electric Reliability Council of Texas (ERCOT). The services provided include project management, engineering design, environmental permitting, and procurement support.

The first amendment to the PSA was approved on April 19, 2023, to extend the original PSA by twelve (12) months with no change to the not-to-exceed amount.

The second amendment to the PSA was approved on April 16, 2024, to extend the term of this agreement by two (2) years from April 20, 2024, to April 20, 2026, and increase the not-to-exceed amount by \$730,000.00, from \$3,000,000.00 to \$3,730,000.00, to facilitate current and upcoming projects. Included in the contract is a non-appropriations clause since the contract term extends over multiple fiscal years.

This third amendment will extend the term of this agreement from April 20, 2026, to July 5, 2027, and increase the not-to-exceed amount by \$100,000.00, from \$3,730,000.00 to \$3,830,000.00, to facilitate the completion of 92834 (Substation Capacity Upgrade – Erskine). Included in the contract is a non-appropriations clause since the contract term extends over multiple fiscal years.

Fiscal Impact:

A total of **\$10,340,000.00** is appropriated and **\$4,732,555.23** is available in account number **92834 (Substation Capacity Upgrade – Erskine)**. The current remaining balance of **\$126,579.95** of this PSA will also be funded from account number **92834** over the remainder of the agreement term.

Recommendation:

Staff recommends approval of a third amendment to the existing PSA to **Black & Veatch Corporation, of Overland Park, Kansas**, to extend the current contract term from April 20, 2026 to July 5, 2027, and increase the not-to-exceed amount by **\$100,000.00**, from **\$3,730,000.00** to **\$3,830,000.00**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
October 21, 2025**

Capital Project Number:	92834
Capital Project Name:	Substation Capacity Upgrade - Erskine

	Budget
Total Appropriation	\$ 10,340,000

Expended	<i>Contract or PO Number</i>	
Staff Time		\$ (75,267)
West Texas Title Company		(35,413)
B&V		(576,658)
Ganatra		(4,000)
Expended to Date		\$ (691,338)

Encumbered	<i>Contract or PO Number</i>	
GridLink Power - 50 MVA Transformers	21404299	\$ (2,928,000)
KBS - Switcher	21404350	(319,404)
Siemens - Circuit Breaker	21404351	(640,108)
Enclosure - EPPI	21404349	(1,016,931)
KBS - PT Transformer	21404347	(25,640)
Encumbered to Date		\$ (4,930,083)

Agenda Item for October 21, 2025	<i>Contract or PO Number</i>	
B&V - Current PSA	PSA	\$ (126,580)
B&V - Amendment	PSA	(100,000)
Agenda Items for Consideration		\$ (226,580)

Estimated Costs for Remaining Appropriation	
Construction	\$ (3,457,999)
Contingency	(1,034,000)
Estimated Costs for Remaining Appropriation	\$ (4,491,999)

<i>Remaining Appropriation</i>	-
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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 and Engineer entered into Professional Services Contract (the “Original Agreement”), on or about April 20, 2021, Resolution No. EUB 2021-R0032, wherein Black and Veatch agreed to perform professional engineering services as directed by LP&L (“Services”);

WHEREAS, LP&L and Black and Veatch executed the First Extension to Extend Term effective April 19, 2023, to amend the Original Agreement to provide for an additional year of services and to incorporate clauses required by changes in Texas law, which did not increase the Not to Exceed (NTE) amount and was approved by the Director of Electric Utilities; and;

WHEREAS, LP&L and Engineer executed the Second Amendment to Professional Services Agreement effective April 16, 2024 by Resolution No. EUB 2024-R0016, to amend the Original Agreement to increase the term and the Not-to-Exceed amount; WHEREAS, LP&L desires to extend the Original Agreement, as amended and to increase the Not-to-Exceed (NTE) amount to complete certain projects;

WHEREAS, LP&L and Black and Veatch now desire to amend the Original Agreement, as amended, to address such matters; NOW, THEREFORE:

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

THAT the Chief Administrative Officer or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally owned electric utility of Lubbock, Texas, a Third Amendment to Professional Services Agreement, by and between LP&L and Black and Veatch Corporation, as attached hereto and incorporated herein.

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer,

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Professional Services Agreement (“Third Amendment”), is entered into and effective the 21st day of October, 2025, by and between the City of Lubbock, Texas, acting by and through Lubbock Power & Light (“LP&L”), and Black and Veatch Corporation, a Delaware Corporation, authorized to conduct business in Texas (“Engineer”).

WITNESSETH

WHEREAS, LP&L and Engineer entered into Professional Services Contract (the “Original Agreement”), on or about April 20, 2021, Resolution No. EUB 2021-R0032, wherein Engineer agreed to perform professional engineering services as directed by LP&L (“Services”);

WHEREAS, LP&L and Engineer executed the First Extension to Extend Term effective April 19, 2023, to amend the Original Agreement to provide for an additional year of services and to incorporate clauses required by changes in Texas law, which did not increase the Not to Exceed (NTE) amount and was approved by the Director of Electric Utilities;

WHEREAS, LP&L and Engineer executed the Second Amendment to Professional Services Agreement effective April 16, 2024 by Resolution No. EUB 2024-R0016, to amend the Original Agreement to increase the term and the Not-to-Exceed amount;

WHEREAS, LP&L and Engineer desires to extend the Original Agreement, as amended and to increase the Not-to-Exceed (NTE) amount to complete certain projects;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and ENGINEER hereby further amend the Original Agreement, as amended, as follows:

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

“The term of this Contract commences on the Effective Date of April 16, 2024 and shall conclude on July 5, 2027. If the ENGINEER or LP&L determines that additional time is required to complete the Services, the LP&L Chief Administrative Officer or his or her designee may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional twelve (12) months of time as long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of consideration must be approved by LP&L, acting by and through the Electric Utility Board.”

2. Article III Section D is hereby deleted in its entirety, and replaced with the following as Article III Section D of the Original Agreement, as amended:

“ENGINEER shall receive as consideration to be paid for the performance of the Services on a time and materials basis, as set forth in each Task Authorization and invoiced as the Services are performed. LP&L shall pay all undisputed amounts to ENGINEER within thirty (30) days of receipt of an invoice for services rendered. The total compensation to be paid to the ENGINEER hereunder shall not exceed the sum of Three Million Seven Hundred Thirty Thousand and No/100 Dollars (\$3,830,000.00).

3. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

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

City of Lubbock, acting through
Lubbock Power & Light

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Blair McGinnis, Chief Operating Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Black and Veatch Corporation.

By:  _____
Christopher C. Hueste
2025.10.09 15:48:38-05'00'

Name: Christopher C. Hueste

Title: AVP, Project Director



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: October 21, 2025

Summary:

Consider and reject all bids for Request for Proposal (RFP) #7113-25-ELD - LP&L Joint Trenching and Boring Services - Annual Pricing

Background/Discussion/Fiscal Impact:

This request is to reject the proposals received due to insufficient funds. The proposals received for this RFP was substantially over the estimated budget. LP&L will re-evaluate this project and look for alternative solutions.

Recommendation:

Staff recommends rejection of the proposal for RFP 7113-25-ELD - LP&L Joint Trenching and Boring Services - Annual Pricing, 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 Request for Proposal #7113-25-ELD (the “RFP”), regarding the LP&L Joint Trenching and Boring Services - Annual Pricing;

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 RFP; 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 Request for Proposal #7113-25-ELD, regarding the LP&L Joint Trenching and Boring Services - Annual Pricing.

Passed by the Electric Utility Board this 21st day of October, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel