

**LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)  
MEETING AGENDA OF THE BOARD OF DIRECTORS**

*Pursuant to the Executive Orders of Governor Abbott, and other authority provided by the Texas Attorney General, the Board of Directors will convene in-person and via video and/or teleconference.  
You may join the meeting by video here: <https://us02web.zoom.us/j/2405318564> or dial in using this telephone number (346) 248-7799.*

Date: Wednesday, March 24, 2021

Time: 8:00 a.m.

Place: Reese Technology Center, LRRRA Reese Room, 9801 Reese Blvd, Suite 106, Lubbock, TX 79416

AGENDA ITEMS	TAB	SPEAKER
Call the Meeting to Order		Joe Rapier
1. Citizen Comments - Any citizen wishing to appear before a regular meeting of the Lubbock Reese Redevelopment Authority Board of Directors, regarding any matter posted on the Board Agenda, shall complete the sign-up form provided at the meeting, no later than 7:45 a.m.	TAB 1	Joe Rapier
2. Presentation & Discussion Item – LRRRA FY2020 Annual Financial Audit	TAB 2	Jimmy Pendergrass
3. a. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.072, regarding certain matters concerning real property. Discussions regarding interest in the lease, sale, or value of buildings and property.  b. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.074(a), Deliberations Regarding Personnel Matters: <ul style="list-style-type: none"> <li>• Executive Director</li> <li>• Manager of Business Development</li> <li>• Manager of Accounting</li> <li>• Manager of Operations</li> <li>• Operations Lead</li> <li>• Service Technician</li> <li>• Service Technician</li> <li>• Administrative Coordinator</li> <li>• Administrative Assistant</li> <li>• Board of Directors</li> </ul> c. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.071, Consultation with Attorney.	TAB 3	John Tye Muvat Musa Don Provost  Joe Rapier Muvat Musa          Darrell Guthrie

4. Action Item – Consider the Minutes of the February 24, 2021 Board of Directors Meeting.	TAB 4	Joe Rapier
5. Action Item – Consider Lease for Jesse’s Equipment Sales, LLC, Building 70	TAB 5	Don Provost
6. Action Item – Consider Updates to LRRRA Employee Personnel Policy Manual	TAB 6	Murvat Musa
7. Action Item – Consider Interlocal Agreement with SPAG for Administrative Service for EDA Grant	TAB 7	Murvat Musa
8. Action Item – Consider Agreement with Parkhill for Engineering/ Professional Services for EDA Grant	TAB 8	Murvat Musa
9. Action Item – Consider New Checking Account at People’s Bank for EDA Grant	TAB 9	Murvat Musa
10. Discussion Item – LRRRA Legislation Changes - Update	TAB 10	Murvat Musa
11. Discussion Item – Financial Reports and Make Ready Cost Reporting	TAB 11	Sandy Hamilton
12. Discussion Item – Marketing Report	TAB 12	Lacy Elliott
13. Discussion Item – Reese Events & Activities	TAB 13	Murvat Musa
Adjourn the Meeting		Joe Rapier

Lubbock Reese Redevelopment Authority (LRRRA) will post this meeting agenda on its front doors and on its website at <http://www.reesetechnologycenter.com/agendas/> by 5:00 p.m., Friday, March 19, 2021.

by:   
Lacy Elliott, Administrative Coordinator

The LRRRA Board meetings are available to all persons regardless of disability. To notify the LRRRA of your attendance or if you require special assistance, please contact them at (806) 885-6592 or write Reese Technology Center, 9801 Reese Blvd., Suite 200, Lubbock, Texas 79416 at least 48 hours in advance of the meeting.

ITEM 1

# Citizen Comments

ITEM 2

LRRA  
FY2020  
Annual Financial Audit

by Jimmy Pendergrass of CRI CPAs

(Audit Report will be sent in a separate email)

ITEM 3

# EXECUTIVE SESSION

Information to be provided at  
meeting  
(if applicable)

**Lubbock Reese Redevelopment Authority**

**Board Meeting Minutes**

February 24, 2021

The Lubbock Reese Redevelopment Authority held a regular meeting at 8:00 a.m. Wednesday, February 24, 2021 at the Lubbock Reese Redevelopment Authority, 9801 Reese Boulevard, Suite 106, Lubbock, TX 79416.

These are the minutes of the Board of Directors of the Lubbock Reese Redevelopment Authority, a State of Texas Political Subdivision.

<b><u>MEMBERS PRESENT:</u></b>	Joe Rapier	Todd McKee	Tim Pierce
	John Tye	Dewayne Askins	Steve Verett
	Tim Collins		

**MEMBERS ABSENT:** None

**OTHERS PRESENT:**

**Reese Staff:** Murvat Musa-Executive Director, Don Provost-Manager of Business Development, Sandy Hamilton-Manager of Accounting, Chris Evans-Manager of Operations, Lacy Elliott-Administrative Coordinator, and Cecilia Davila-Administrative Assistant

**Legal Counsel:** Darrell Guthrie, by video conference

**Others:** Mitchel Burt, KBR; Tony Parton KBR

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**Call the meeting to order**

Joe Rapier called the meeting to order at 8:05 a.m.

**ITEM 1** **Citizen Comments** – Joe Rapier called for any citizen comments. There were none.

**ITEM 2** **Presentation and Discussion Item**. Tony Parton of KBR gave an update and presentation of the organization as a whole and of the events happening at their Reese Technology Center location. The Board had an opportunity to ask questions and have a discussion.

**ITEM 3** **Hold an Executive Session**. Joe Rapier called the Executive Session to order at 8:41 a.m.

- a. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.072, regarding certain matters concerning real property.

Discussions regarding interest in the lease, sale, or value of buildings and property.

- b. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.074(a), Deliberations Regarding Personnel Matters.

Executive Director  
Manager of Business Development  
Manager of Accounting  
Manager of Operations  
Operations Lead  
Service Technician  
Service Technician  
Administrative Coordinator  
Administrative Assistant  
Board of Directors

No action was taken in the Executive Session.

**Reconvene the Board of Directors Meeting**

Joe Rapier adjourned the Executive Session at 9:38 a.m. and reconvened Open Session at 9:50 a.m.

- ITEM 4**      **Consider the Minutes of the January 27 ,2021 Board of Directors Meeting.**  
**Action Item** – Todd McKee moved to approve the minutes and Dewayne Askins seconded. The minutes were approved 7-0.
- ITEM 5**      **Consider Approval of LRRR Enabling Legislation Changes.** **Action Item** – Tim Pierce moved to approve LRRR Enabling Legislation changes, subject to final negotiations with the Board President; John Tye seconded and the motion passed 7-0.
- ITEM 6**      **Financial Reports and Make Ready Cost Reporting.** **Discussion Item** - No action required. Sandra Hamilton presented financial reports for January and relevant make ready costs to the Board.
- ITEM 7**      **Marketing Report.** **Discussion Item** – No action required. Lacy Elliott presented a new marketing plan to the Board.
- ITEM 8**      **Reese Events and Activities.** **Discussion Item** – No action required. Murvat Musa presented upcoming events to the Board.

**Adjourn the meeting.** Joe Rapier adjourned the meeting at 10:39 a.m.

Content of minutes agreed to and approved by:

Approved by \_\_\_\_\_  
Joseph R. Rapier, President

ATTEST:

\_\_\_\_\_  
LRRA Board Member

**AGENDA ITEM 5**  
**EXECUTIVE SUMMARY**  
**JESSE'S EQUIPMENT SALES, LLC**

**The Lease Review Committee has reviewed and supports the following new lease.**

Jesse's Equipment Sales of Hobbs, NM is relocating to Texas, and specifically, to Building 70 at Reese Technology Center. Relocating to Texas will provide Jesse's the opportunity to grow and expand in a business-friendly environment.

Jesse's refurbishes and resells used, traditional and flatbed semi-trucks. They operate a full-service shop ranging from general repairs to full customization. To complement his business, Jesse's will also be producing their own branded merchandise. See attached Deal Sheet and Lease for detailed information including a site map.

Building 70 is currently lease by Zachry at \$2.53 per square foot with the lease expiring April 30, 2021. Jesse's lease calls for three years, beginning May 1, 2021, with one option to review for two additional years.

The rent is as follows:

<b>Initial Term Lease Years</b>	<b>Total Annual Base Rent</b>	<b>Total Monthly Base Rent</b>	<b>Annual Base Rent Per Square Foot of Floor Area of the Premises (25,805 Square Feet)</b>
Year 1 – May 1, 2021 – April 30, 2022	\$70,963.75	\$5,913.65	\$2.75
Year 2 – May 1, 2022 – April 30, 2023	\$90,317.50	\$7,526.46	\$3.50
Year 3 – May 1, 2023 – April 30, 2024	\$109,671.25	\$9,139.27	\$4.25
<b>Total</b>	<b>\$270,952.50</b>		
Renewal Year 1	\$116,122.50	\$9,676.88	\$4.50
Renewal Year 2	\$116,122.50	\$9,676.88	\$4.50
<b>Total</b>	<b>\$232,245.00</b>		

Staff is requesting Board approval for this lease subject to final terms and negotiations with the Board President.

Deal Sheet  
Jesse's Equipment Sales, LLC – February 8, 2021  
Lease for Building 70  
“Subject to Board Approval”

**Prospective Tenant:**

Jesse's Equipment Sales, LLC  
108 S Dal Paso St.  
Hobbs, NM 88240

**Broker:**

None

**Premises:**

Hanger, Building 70  
616 Davis Dr.  
Lubbock, TX 79416

**Company Information and Background:**

Jesse's Equipment Sales LLC is a new customer to Reese. They are currently located in Hobbs, NM, and have been a part of the Industrial Equipment Wholesalers Industry since 2014. The business started with a vision of helping Class A drivers obtain a dependable and reliable truck for a fair price, avoiding the stress of hidden costs and unreliable machinery.

Since its inception, Jesse's Equipment Sales has quickly expanded to fit their customer needs including but not limited to a full-service shop ranging from general repairs to full customizations. Jesse and his team have garnered favor amongst customers for their professionalism, honesty, quality of work, and expertise.

For Jesse's business to grow and continue to succeed, it is necessary for them to relocate to Lubbock where they have a more business friendly environment. Lubbock, and specifically Reese, has the perfect facilities and space to accommodate this transition for the company. It would give Jesse and his team the space needed to roll out their new plans for the business. As part of his expansion, Jesse has instituted a sweepstakes plan which is to sell merchandise and qualify a buyer to win one of his restored trucks. With such a great following, customers have expressed their intent to continue to take their business to Jesse's and the new plans is already successful.

The move to Lubbock would allow this exciting venture to unfold and give Jesse's the opportunity to grow into production of all their own merchandise including shirts, hats, sweaters intended for sale which he produces internally. Building B70 is the perfect fit for a long-term operation.

We feel Jesse will be a great fit here at Reese, and we are excited to have them as a new customer. You can find more information about Jesse at <https://www.jessestrucks.com>.

**Financials:**

Jesse has been in business for over 7 years, and their D&B report as well as their tax returns from the past three years indicate that they have sufficient revenue and positive payment history to afford the lease payment on Building 70. They are considered low risk.

**Permitted Uses:**

Tenant may use the premises for the purposes of customizing and repairing diesel trucks as well as merchandise production.

**Type of Lease:**

Modified Gross Lease

**Primary Term for Building 70 (Estimated 25,805).** B70 is currently leased by Zachry at \$2.53 per square foot with the lease expiring on April 30, 2021. The proposed pricing below will bring the building rate up to market which we believe to be \$4 per square foot gradually while giving Jesse's a little time to establish his business in Lubbock.

**Rent:**

<b>Initial Term Lease Years</b>	<b>Total Annual Base Rent</b>	<b>Total Monthly Base Rent</b>	<b>Annual Base Rent Per Square Foot of Floor Area of the Premises (25,805 Square Feet)</b>
Year 1 – May 1, 2021 – April 30, 2022	\$70,963.75	\$5,913.65	\$2.75
Year 2 – May 1, 2022 – April 30, 2023	\$90,317.50	\$7,526.46	\$3.50
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Renewal Year 2	\$116,122.50	\$9,676.88	\$4.50
<b>Total</b>	<b>\$232,245.00</b>		

**Renewal Options:**

One (1) option to renew for two (2) years with no annual increase.

**Security Deposit:**

Tenant will pay a deposit equal to one month's rent in the amount of \$5,913.65.

**Termination Option:**

None

**Utilities:**

Tenant is responsible for all utilities and pay them directly to the provider.

**Make-Ready Expenses:**

There are no make ready costs to Reese.

**PREPARED BY:**

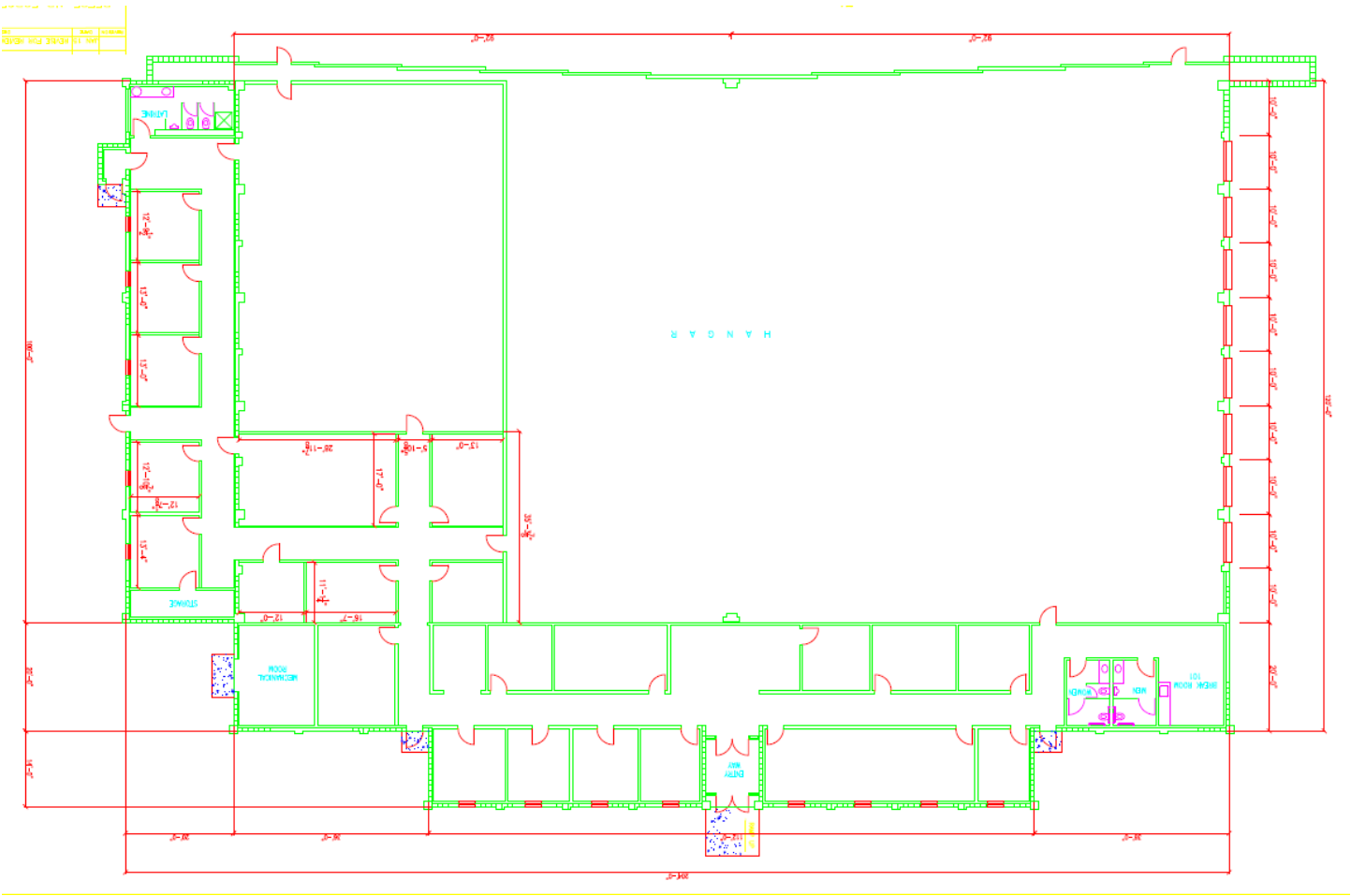
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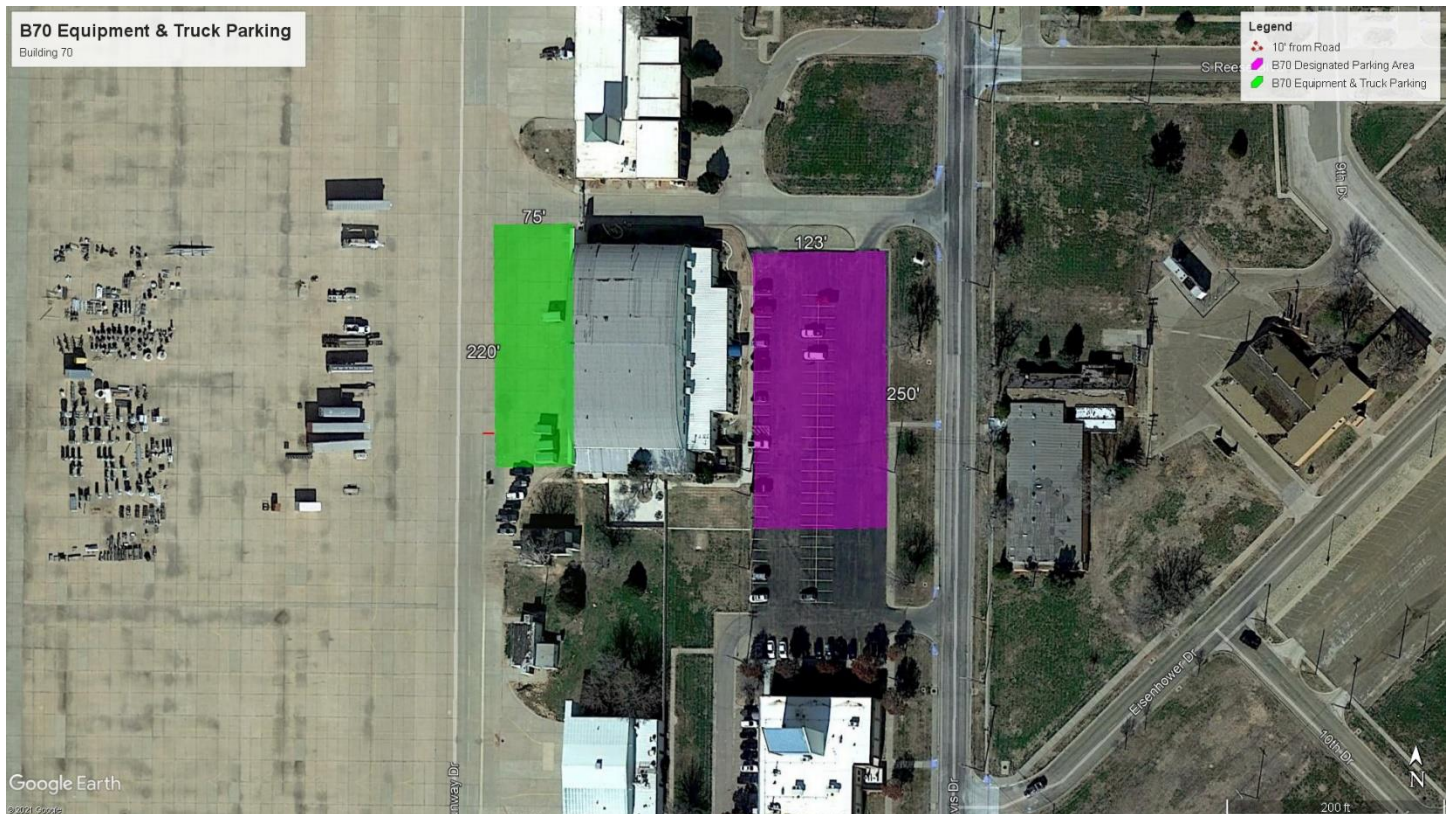
MANAGER OF BUSINESS DEVELOPMENT

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DATE

Floorplan:







**STANDARD INDUSTRIAL LEASE**

**BETWEEN**

**LUBBOCK REESE REDEVELOPMENT AUTHORITY, a Political  
Subdivision of the State of Texas**

**AS LANDLORD**

**AND**

**JESSE'S EQUIPMENT SALES, L.L.C., a New Mexico limited liability company**

**AS TENANT**

**FOR PREMISES LOCATED AT**

**Reese Technology Center Hangar No. 70**

**616 Davis Drive**

**Lubbock, Texas 79416**

## **STANDARD INDUSTRIAL LEASE**

This Standard Industrial Lease (the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between LUBBOCK REESE REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas (hereinafter referred to as "Landlord") and JESSE'S EQUIPMENT SALES, L.L.C., a New Mexico limited liability company (hereinafter referred to as "Tenant"). Landlord and Tenant are also referred to herein individually as a "Party" and collectively as the "Parties".

### **W I T N E S S E T H:**

#### **1. BASIC LEASE PROVISIONS**

(a) Landlord: Lubbock Reese Redevelopment Authority, a political subdivision of the State of Texas, whose Federal Taxpayer Identification Number is 75-2713717.

(b) Landlord Address: 9801 Reese Blvd., Suite 200, Lubbock, TX 79416.

(c) Tenant: JESSE'S EQUIPMENT SALES, L.L.C., a New Mexico limited liability company, whose Federal Taxpayer Identification Number \_\_\_\_\_.

(d) Tenant Address: 108 S Dal Paso St., Hobbs, NM 88240.

(e) Guarantors: N/A

(f) Guarantors' Addresses: N/A

(g) Project: means the land, together with the Premises (as defined below) and all other improvements constructed thereon, and all rights, privileges, easements, and appurtenances pertaining thereto, known as Reese Technology Center and located in Lubbock County, Texas.

(h) Premises means that certain building ("Building") located at 616 Davis Drive, Lubbock, Texas 79416, which is commonly known as Building # 70 (a/k/a "Hangar #70"), and identified as the "Premises" on the site plan attached hereto as **Exhibit A** (the "Site Plan"), and containing approximately 25,805 square feet of floor area. Additionally, the Premises shall include the parking areas as shown on Exhibit A.

(i) Initial Term (Years): Three (3) Years.

(j) Extensions: One (1) extension period of two (2) years, subject to the rights set forth in Section 1(k).

(k) Option to Extend Term: Tenant shall have one (1) renewal option of two (2) years, such option to be exercised automatically unless Landlord receives written notice from Tenant of its desire not to exercise the option to extend term no less than one hundred eighty days (180) days prior to expiration of the Initial Term. Without receipt of such notice, this Lease shall be extended automatically for the period specified in Section 1(j) without the necessity for the execution of any further instrument and upon the same terms and conditions as are contained in this Lease, except

the then existing Base Rent will be increased to \$4.50 per square foot, which will result in a "Revised Base Rent" for each year of the extension period.

(l) Delivery Date: May 1, 2021.

(m) Commencement Date: May 1, 2021.

(n) Termination Date: April 30, 2024.

(o) Base Rent: The parties agree that the Base Rent set forth herein is what is commonly referred to as a "modified gross lease" and that Base Rent already includes, and Tenant shall not have to pay for Common Area (as defined below) Maintenance fees, grounds keeping-mowing expenses, parking, Landlord's insurance, and any other charges incurred by Landlord with respect to the Premises, except as otherwise provided in this Lease. Said Base Rent does not include, and Tenant is solely responsible for any and all charges associated with utilities, dumpsters, telephone service, internet service, Tenant renovations, Premises maintenance, or housekeeping services, except as otherwise provided in this Lease. Subject to this paragraph, Base Rent shall be no less than set forth below:

<b><u>Initial Term Lease Years</u></b>	<b><u>Total Annual Base Rent</u></b>	<b><u>Total Monthly Base Rent</u></b>	<b><u>Annual Base Rent Per Square Foot of Floor Area of the Premises</u></b>
May 1, 2021 to April 30, 2022	\$70,963.75	\$5,913.65	\$2.75
May 1, 2022 to April 30, 2023	\$90,317.50	\$7,526.46	\$3.50
May 1, 2023 to April 30, 2024	\$109,671.25	\$9,139.27	\$4.25
Renewal Year 1	\$116,122.50	\$9,676.88	\$4.50
Renewal Year 2	\$116,122.50	\$9,676.88	\$4.50

(p) Security Deposit: \$5,913.65. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

(q) Termination: This Lease is terminable by Landlord if Tenant is in default on this Lease, provided that so long as Landlord is not in default on this Agreement, Tenant's termination of this Agreement shall not relieve Tenant of the obligation to pay the Rent and other charges set forth in this Agreement for the term of the Agreement.

(r) Early Termination Fee: This Lease is terminable by Landlord if Tenant is in default on this Lease, provided that so long as Landlord is not in default on this Agreement, Tenant's termination of this Agreement shall not relieve Tenant of the obligation to pay the Rent and other charges set forth in this Agreement for the term of the Agreement.

(s) Permitted Use: Tenant may use the Premises for the purposes of customizing and repairing diesel trucks, to include merchandise production (collectively, “Permitted Use”).

(t) Relocation Option: Landlord reserves the right to re-locate Tenant at any time during the Term of the Lease at Landlord’s expense to a building of similar size and use on the Property (the “Re-location Space”). If Tenant does not find the Re-location Space acceptable then Tenant shall be released of all liability under the Lease and Landlord would pay an agreed amount to Tenant to terminate the Lease.

(u) Landlord's Address for Payment of Rent: Payment of Rent may be made by check and delivered to Landlord’s address, or by electronic funds transfer to Landlord's bank account at:

Plains Capital Bank  
5010 University  
Lubbock, TX 79413  
Routing Number - 111322994  
Account Number - 185256  
Deposits need to indicate: LUBBOCK REESE REDEVELOPMENT AUTHORITY

## **2. DEFINITIONS**

(a) “Common Areas” means all facilities and areas of the Project that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Project, including parking lots. Landlord has the exclusive control over and right to manage the Common Areas.

(b) “Injury” means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

(c) “Landlord” means Landlord and its agents, officers, servants, employees, consultants, invitees, licensees, or visitors.

(d) “Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

(e) “Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

## **3. RENT AND RENT INVOICES**

(a) Rent. Tenant agrees to pay to Landlord the Base Rent set forth in Section 1(o), in advance, on the 1st business day of each calendar month during the Term, without deduction or setoff, commencing on the Commencement Date. Rent will be considered past Due and in default if not received by the 10<sup>th</sup> of the month.

(b) Rent Invoices. All invoices from Landlord to Tenant for any Rent due under this Lease will be sent to the address set forth in Section 12(m) or to such other address as Tenant may designate by written notice to Landlord.

#### **4. REAL ESTATE TAXES AND OTHER TAXES**

(a) Real Estate Taxes. Tenant will pay or cause to be paid to the appropriate governmental authorities, prior to delinquency, all Real Estate Taxes. "Real Estate Taxes" means all real property taxes and assessments that become due and payable during the Term and are assessed by the applicable taxing governmental authority against the Premises. Tenant shall only be responsible for said taxes incurred by Tenant during the term, to include any extension, of this Lease. Tenant shall not be responsible for any back taxes or assessments incurred by a third party or prior to the Delivery Date.

(b) Notice Regarding Other Taxes. If assessed, Tenant shall during the Term be responsible for payment, prior to delinquency, of all taxes assessed against and levied upon the trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises. If applicable, Tenant shall during the Term pay to Landlord monthly with the payment of Base Rent all sales or rental taxes assessed by any governmental authority against the Rent payable by Tenant hereunder. Tenant hereby agrees to hold Landlord harmless from all costs, expenses, interest and penalties that Landlord may incur as a result of Tenant's failure to pay the taxes set forth in this Section 4.

#### **5. TENANT COVENANTS**

**(a) Tenant Agrees to –**

(1) Lease the Premises for the entire Term beginning on the Delivery Date and ending on the Termination Date.

(2) Accept the Premises in their present condition "AS IS, WHERE IS CONDITION," the Premises being currently suitable for the Permitted Use. Tenant shall have the right to perform improvements to the Premises, to include the designated parking areas, subject to Landlord's approval of the plan and specifications prior to any work being initiated. Furthermore, Tenant agrees and assures that any plans submitted and subsequent work perform for any renovation or alteration to the Premises must comply with the federal Americans with Disabilities Act ("ADA") and the Texas Accessibility Standards ("TAS") requirements and adhere to the International Building Code, as required by the LRRRA Covenants, Restrictions and Landscape Standards, as may be amended from time to time.

(3) Obey (i) all applicable federal, state, and local laws relating to the use, condition, and occupancy of the Premises and related to the Permitted Use; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises; and (iii) any rules and regulations for the Premises and Common Areas adopted by Landlord, to include the Reese Technology Center Covenants, Codes, Restrictions, and Landscape Standards, as amended, and as may be amended from time to time.

(4) Pay a late charge of five (5) percent of any Rent not received by Landlord by the tenth (10<sup>th</sup>) day after it is due.

(5) Following a twenty four (24) hour notice, allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants; provided however, that such notice requirements shall not apply in the event of Tenant's request for Landlord to come onto the Premises to perform Landlord's obligations on the Premises, or in the event of an actual emergency situation that Landlord reasonably believes will result in personal injury, loss of life or property damage to the Premises. In such situation, Landlord will notify Tenant as soon after the entry as is reasonably possible.

(6) Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, reasonable wear excepted, including any improvements thereon (including, but not limited to, special electrical outlets and interior utility lines), to the satisfaction of the Landlord or, in lieu of such repair or replacement, Tenant shall pay to Landlord an amount sufficient to compensate Landlord for the loss sustained by Landlord by reason of any damage to or destruction of Landlord's property. As set forth in Section 6(a)(4)(iii), Tenant understands and agrees that Tenant is required to repair, replace, and maintain the large hangar doors, windows, window glass, plate glass, and doors associated with the Premises.

(7) Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed.

(8) Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

(9) If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.

(10) Vacate the Premises and return all keys to the Premises on the last day of the Term.

(11) If accessed, pay an additional cleaning fee in the event such cleaning is required as a result of any act of the Tenant or as a result of activities, which are part of the Tenant's use of the Premises. Tenant hereby agrees to pay such fee within ten (10) days of notification of fee assessment.

(12) On request, execute an estoppel certificate that states the Delivery Date, Commencement Date, and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

(13) INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES, OR ARISING FROM TENANT'S ACCESS TO, PRESENCE ON, OR USE OF THE

PREMISES OR PROJECT; OR THAT IS RELATED TO TENANT'S PERMITTED USE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

(14) Tenant acknowledges and agrees that Landlord has notified Tenant that three (3) or more commercial grade wind turbines are or shall be located on the westernmost boundary of the Project, to the west of the westernmost runway of the Project. Tenant acknowledges that such wind turbines generate noise, vibration, air turbulence, wake, shadow flicker, electromagnetic interference, and could interfere with television reception, audio, visual, view, or light, or cause other interference, and Tenant releases and holds Landlord harmless from any claim for damages, losses, liabilities, losses of rent, business opportunities, profits and the like that may result from the normal operation of the wind turbines on the Project.

(15) Tenant acknowledges the existence of and agrees to use the entrance off of Highway 114 for the delivery or shipment of all products used in and associated with the Permitted Use, when the means of delivery or shipment is a vehicle has more than two axels.

**(b) Tenant agrees not to and agrees to ensure that its agents, contractors, employees, invitees, licensees, sub-lessees, or visitors do not do any of the following —**

- (1) Use the Premises for any purpose other than the Permitted Use.
- (2) Create a nuisance, to include but not limited to noxious odors.
- (3) Interfere with any other tenant's normal business operations or Landlord's management of the Premises or Project.
- (4) Use the Premises in any way that would increase insurance premiums or void insurance on the Premises or the Project.
- (5) Change Landlord's lock system.
- (6) Allow a lien to be placed on the Premises.
- (7) Assign this lease or sublease any portion of the Premises without Landlord's prior express written consent.
- (8) Use the roof on the Premises, except as may be specifically authorized in writing by the Landlord.
- (9) Place any signs on the Premises without Landlord's written consent.

(10) Bring suit against Landlord in connection with any claim or suit arising pursuant to Section 5(a)(13).

(11) Use any portion of the Premises for wind energy development or the installation or use of any facilities related to wind energy development or generation.

(12) Interfere with the wind energy project being conducted on the westernmost boundary of the Project.

(13) Take any action that shall significantly interfere with or impair the availability, accessibility, flow, frequency or direction of air and wind over and above any portion of the Premises or the Project.

(14) Take any action that in any way interferes with or impairs the transmission of electric, electromagnetic or other forms of energy to or from the wind energy project, or interferes with or impairs Landlord's wind energy tenant's access to the wind energy project.

## **6. LANDLORD COVENANTS**

### **(a) Landlord agrees to –**

(1) Lease to Tenant the Premises for the entire Term beginning on the Delivery Date and ending on the Termination Date.

(2) To deliver the Premises in broom clean condition.

(3) Obey all applicable laws with respect to Landlord's operation of the Premises and Project.

(4) Subject to the requirements of Section 5(a)(2), repair and maintain the (i) roof, to include roof membrane, (ii) foundation, to include floor slab, (iii) structural soundness of load bearing and exterior walls, specifically excluding the large hangar doors, windows, window glass, plate glass, and doors, and (iv) Common Areas.

### **(b) Landlord agrees not to—**

(1) Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

(2) Subject to Section 12(q), unreasonably withhold consent to a proposed assignment or sublease.

## **7. COMMON AREAS**

(a) Right to Use Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe, to include but not limited to designation of parking areas for Tenant events.

(b) Maintenance of Common Areas. At all times during the Term, Landlord will maintain the Common Areas.

## **8. UTILITIES AND TRASH REMOVAL**

(a) Payment of Utility Bills. Tenant will promptly pay all charges for electricity, water, gas, telephone service, storm water service, and other utilities furnished to the Premises directly to the provider of such service.

(b) Trash Removal. Tenant shall install, in compliance with applicable Laws at a location immediately adjacent to the outside of the Premises or as designated by the Landlord, a trash dumpster. Tenant shall pay for collection of its own trash and cleaning of the Premises.

## **9. DAMAGE BY CASUALTY**

(a) Notice of Damage and Estimated Repair Time. If the Premises is damaged or destroyed by fire or other casualty ("Casualty"), Landlord will, within thirty (30) days after the date of the Casualty, notify Tenant ("Landlord's Casualty Notice") of the number of days, from the date of the Casualty, that Landlord estimates will be required to complete the repair and restoration. If neither Tenant, nor Landlord, elects to terminate this Lease as set forth below, then the damage or destruction of the Premises will, at the expense of Landlord, be repaired and restored, unless Casualty is determined to have been caused by intentional or unintentional neglect of the Tenant, at which the damage or destruction will be at the expense of the Tenant.

(b) Tenant's Right to Terminate. If more than thirty-five percent (35%) of the floor area of the Premises is damaged or destroyed due to Casualty, then Tenant will have the right to terminate this Lease, effective as of the date of Casualty, by notice given to Landlord within fifteen (15) days after Tenant's receipt of Landlord's Casualty Notice.

(c) Landlord's Right to Terminate. If more than thirty-five percent (35%) of the floor area of the Premises is damaged or destroyed by Casualty during the Term, then Landlord may elect to terminate this Lease effective as of the date of the Casualty by notice given to Tenant not later than fifteen (15) days after Landlord delivers Landlord's Casualty Notice to Tenant.

(d) Landlord's Repair Obligation. Landlord's obligation will be to restore all portions of the Premises and the Common Areas in the immediate vicinity of and surrounding the Premises (including but not limited all parking areas surrounding the Premises and all sidewalks, roadways, driveways and access ways leading to and from the Premises) affected by a Casualty (exclusive of Tenant's fixtures and equipment) to their condition immediately preceding such Casualty, subject to available insurance proceeds. If Landlord for any reason whatsoever fails (1) to commence the repair and restoration work required hereunder within ninety (90) days from the date of the Casualty, (2) to proceed diligently to complete such repair and restoration work, or (3) fails to

complete same within the estimated time set forth in Landlord's Casualty Notice, plus the number of days of delay caused by Uncontrollable Events, then, Tenant will have the right to terminate this Lease by giving Landlord notice and upon the giving of such notice, this Lease will terminate and the Parties will be liable for their respective obligations to the date of termination and will have no liability for obligations arising after that date, except for those obligations which expressly survive termination. Landlord agrees should damage occur in over thirty-five percent (35%) of the floor area no rent will be due or if mutually agreed a reduced rent will be paid, provided Tenant can use the portion of the Premises not damaged.

## **10. HAZARDOUS MATERIALS**

(a) Landlord's Obligations. Landlord represents and warrants that on the Delivery Date the Premises and the Project shall be in compliance with all Environmental Laws. During the Term, Landlord will not use, generate, place, store, release or otherwise dispose of, or permit the use, generation, placing, storage, release or disposal of, Hazardous Materials in the Project, except in accordance with all Environmental Laws.

(b) Tenant's Obligations. During the Term, Tenant will not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Common Areas, except in accordance with all Environmental Laws, and subject to the Reservations recorded in the Deed Without Warranty Between the United States of America and Landlord recorded in the Real Property Records of Lubbock County, Texas at Deed Record 2006041652. Notwithstanding anything to the contrary contained in this Lease, Landlord acknowledges and agrees that Tenant shall have the right to use and store in the Premises in Tenant's ordinary course of business Hazardous Materials in accordance with Environmental Laws, and subject to Section 10(e), below. In the event of a breach of the foregoing, Tenant will promptly undertake remediation or removal in accordance with all Environmental Laws. Tenant will indemnify, defend and hold Landlord and Landlord's Affiliated Parties harmless from and against, and reimburse Landlord and Landlord's Affiliated Parties for, all Hazardous Materials Liabilities asserted against or incurred by Landlord or Landlord's Affiliated Parties as a result of a breach of Tenant's obligations under this paragraph. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be liable for Hazardous Materials existing in, on or about the Premises or the Project prior the Tenant's occupancy of the Premises. Tenant shall provide Landlord a copy of Tenant's plan for responding to hazardous waste, fuel, and chemical spills no later than the Commencement Date.

(c) Definitions. As used herein,

(i) "Hazardous Materials" shall be construed broadly to include any toxic or hazardous substance, material, or waste, and any other contaminant, pollutant or constituent thereof, including without limitation, chemicals, compounds, by-products, petroleum or petroleum products, and polychlorinated biphenyls, the presence of which requires investigation or remediation under any Environmental Laws or which are or become regulated, listed or controlled by, under or pursuant to any Environmental Laws;

(ii) "Environmental Laws" means all federal, state, regional or local statutes, laws, regulations, codes, orders, permits, ordinances, decrees, rulings or judicial or administrative interpretations thereof, or similar laws of foreign jurisdictions where the Tenant conducts business,

whether currently in existence or hereinafter enacted or promulgated, any of which govern, or purport to govern, or relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous waste or occupational health and safety, as any of these terms are or may be defined in such statutes, laws, rules, regulations, codes, orders, permits, ordinances, decrees, rulings or judicial or administrative interpretations thereof, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. §9601, et seq. (collectively "CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and subsequent Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. (collectively "RCRA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Clean Water Act, as amended, 33 U.S.C. §1311, et seq.; the Clean Air Act, as amended (42 U.S.C. §7401-7642); the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act as amended, 7 U.S.C. §136-136y ("FIFRA"); the Emergency Planning and Community Right-to-Know Act of 1986 as amended, 42 U.S.C. §11001, et seq. (Title III of SARA) ("EPCRA"); and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §651, et seq. ("OSHA"); and

(iii) "Hazardous Materials Liabilities" means all claims, damages, losses, forfeitures, expenses or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other Party of its representations, warranties or covenants under Section 10(a) or (b), including, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

(d) Hazardous Materials. Tenant agrees to provide Landlord access to the Leased Premises for periodic inspections concerning the Hazardous Materials uses in its operations, to provide Landlord with a list of any and all Hazardous Materials used in its operations or which are brought on to the Leased Premises by Tenant, and shall provide Landlord with Material Safety Data Sheets for all Hazardous Materials, its security procedures and Hazardous Materials safety plans, policies and procedures to be utilized by the Tenant for protection of Tenant's employees health, safety and well-being, as well as for the plans, policies and procedures designed to protect the health, safety and well-being of any person on the Reese Technology Center Campus that may come in contact with the Hazardous Materials and chemicals in use by the Tenant.

(e) Hazardous Waste Permit. Any hazardous waste permit under the Resource Conservation and Recovery Act, or its Texas equivalent, shall be limited to generation and transportation. The Tenant shall not, under any circumstances store any hazardous waste on or about the premises for any period in excess of ninety (90) days. Any violation of this requirement shall be deemed a material breach of this Lease. Hazardous storage facilities will not be available to the Tenant. The Tenant must provide at its own expense such storage facilities; complying with all laws and regulations it needs for temporary (less than ninety (90) days) storage.

(f) Survival. The provisions of this Section 10 will survive the expiration or earlier termination of this Lease.

## **11. INSURANCE AND WAIVER OF SUBROGATION**

A Certificate of Insurance for each coverage identified below shall be submitted to Landlord prior to the Delivery Date. Tenant shall provide to Landlord proof of the required insurance on or before the expiration date of each expiring policy, and cause each required policy to require insurer to give Landlord notice of termination of any policy prior to the expiry of its term. Specifically, Tenant is required to have:

(a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Premises and Tenant's use thereof, not including Common Areas, against claims for bodily injury, death or property damage occurring upon, in or about the Premises (including contractual indemnity and liability coverage), such insurance to provide coverage of not less than \$500,000.00 per occurrence and \$1,000,000.00 annual aggregate. Landlord shall be included as an additional insured against claims for bodily injury, death, or property damage occurring upon, in or about the Premises; or that is related to the Permitted Use.

(b) Tenant's Property Insurance. Property insurance on an all-risk basis (including coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) covering all Tenant owned fixtures, equipment, and leasehold improvements, and other personal property located in the Premises and endorsed to provide one hundred percent (100%) replacement cost coverage. Such policy shall be written in the name of Tenant.

(c) Workers Compensation' and Employer's Liability Insurance. Workers' compensation insurance shall be in an amount meeting applicable state statutory requirement and the employer's liability limits shall be in an amount not less than \$1,000,000.00 per bodily injury by accident and \$1,000,000.00 per employee for bodily injury by disease.

(d) Other Requirements of Insurance. All such insurance will be issued and underwritten by companies with an A.M. Best rating of "A" or better and size rating of "VI" or better and Tenant will use good faith efforts to obtain a policy that will contain endorsements that (1) such insurance may not lapse with respect to Landlord or be canceled with respect to Landlord without the insurance company giving Landlord at least thirty (30) days prior written notice of such cancellation, (2) Tenant will be solely responsible for payment of premiums, and (3) in the event of payment of any loss covered by such policy, this insurance shall apply as primary insurance with respect to any overlapping coverage afforded to the Landlord except for loss arising from Common Areas.

(e) Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND ANY LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT

APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

## **12. ADDITIONAL LANDLORD AND TENANT AGREEMENTS**

a. Alterations or Tenant Improvements. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Delivery Date, normal wear excepted. All alterations shall require the prior written consent of Landlord. Tenant agrees at its sole cost and expense to comply with all Laws when performing any alterations, including obtaining any governmental permits which may be required in connection therewith. Should Tenant desire to renovate the Premises and such renovations would require alterations to the Premises, then Tenant shall submit plans and specifications for such renovations to Landlord for its approval, such approval not to be unreasonably withheld, delayed or conditioned. Landlord shall have fourteen (14) days from receipt of Tenant's plans and specifications to approve or disapprove same. In the event Landlord fails to disapprove of said plans and specifications within such fourteen (14) day period, then the plans and specifications shall be deemed approved. After completion of any alterations or improvements that require consent of Landlord hereunder, Tenant shall provide Landlord with a copy of Tenant's plans and specifications for such alterations or improvements.

b. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Tenant will not be entitled to abate Rent for any reason.

c. Condemnation/Substantial or Partial Taking

(1) If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

(2) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

(3) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

d. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code.

e. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice.

f. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages.

g. Default by Tenant/Events. Defaults by Tenant are:

(1) making an assignment for the benefit of its creditors;

(2) the levying on or against Tenant's property;

(3) the institution in court of competent jurisdiction of proceedings for the reorganization, liquidation, or voluntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the Tenant's property, if the proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the proceedings are instituted;

(4) the filing of a mechanic's lien against the Premises in connection with work contracted for by Tenant that is not released by payment or bond or otherwise (including indemnification reasonably satisfactory to Landlord) within thirty (30) days of Tenant's receipt of written notice of the existence of such mechanic's lien, provided, however, that Tenant shall have an affirmative duty to notify Landlord of the existence or threat of any such mechanic's lien being filed against the Premises if and when Tenant receives any notice of the threatened mechanic's lien from any claimant;

(5) failing to pay timely Rent;

(6) failure by Tenant to perform or observe any of Tenant's non-monetary covenants contained in this Lease;

(7) abandoning or vacating a substantial portion of the Premises;

(8) failing to comply within ten (10) days after written notice with any provision of this Lease; and

(9) failing to comply with the requirements set forth in Sections 5(a)(2).

h. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (1) enter and take possession of the Premises; (2) enter the Premises and perform Tenant's obligations; and (3) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

i. Remedies Cumulative. The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate and cumulative remedies, and the exercise of any one or more of them will not be deemed to exclude Landlord's or Tenant's rights to exercise any or all of the

others which are given in this Lease, or at law or in equity, unless such remedies are expressly excluded.

j. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

k. Representations and Indemnities of Broker Relationships. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with this Lease, and that no one is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar Party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

l. Holdover. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. If Tenant remains in possession of the Premises after the expiration of the Term without execution of a new lease extending the Term, Tenant will be deemed to be occupying the Premises as a tenant at will, subject to all of the terms of this Lease as may be applicable to a month to month tenancy and at One Hundred Fifty Percent (150%) of the monthly installment of the Base Rent set forth in Section 1(m) for the twelve (12) month period prior to expiration of the Term, except that thereafter either Landlord or Tenant may terminate this Lease upon thirty (30) days' notice to the other; provided that Landlord, by the terms hereof, is not deemed to consent to any such holdover by Tenant and may exercise all rights provided by law to remove Tenant from the Premises upon giving Tenant the notice described herein.

m. Notices. Any notices sent or required to be given hereunder must in writing and sent by certified mail, return receipt requested, or nationally recognized overnight courier to the following addresses:

**LANDLORD:**

Lubbock Reese Redevelopment Authority  
9801 Reese Boulevard  
Suite 200  
Lubbock, Texas 79416  
Attn: Executive Director  
Telephone: (806) 885-3597

**TENANT:**

Jesse's Equipment Sales, LLC  
108 S. Dal Paso St.  
Hobbs, NM 88240

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices will be deemed given on the date received (or refused) when addressed to the Parties at the addresses set forth above or in either case to such other addresses as Landlord or Tenant may designate to the other by notice. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

n. Attorney's Fees. If either Party retains an attorney to enforce this Lease, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

o. Governing Law. This Lease shall be governed in accordance with the laws of the State of Texas, and all obligations of the Parties are performable in Lubbock County, Texas.

p. Entire Agreement. This Lease, together with the attached exhibits and riders, is the entire agreement of the Parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

q. Assignment and Subletting by Tenant. Tenant may have the right, with the prior written consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed, to assign this Lease, and any interest therein, provided each assignee assumes in writing all of Tenant's obligations under this Lease and Tenant shall remain liable for each and every obligation under this lease. Landlord hereby grants its consent for Tenant to sublet the Premises or any thereof, or any right or privilege pertinent thereto.

The foregoing notwithstanding, Tenant may assign its entire interest under this Lease to an Affiliate or to a successor to Tenant by purchase, merger, consolidation or reorganization without the consent of Landlord, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (1) no uncured event of default exists under this Lease; (2) Tenant's successor shall own all or substantially all of the assets of Tenant; and (3) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization. The term "Affiliate" means any person or entity controlling, controlled by or under common control with Tenant. Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied.

r. Assignment by Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease, provided the assignee expressly assumes all obligations of Landlord hereunder.

s. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

t. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

u. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

v. Heirs, Successors, and Assigns. This Lease and the covenants, agreements and representations herein contained will be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

w. Rules of Construction. This Lease will be construed with equal weight for the rights of both Parties, the terms hereof having been determined by fair negotiation with due consideration for the rights and requirements of both Parties.

x. Severability. If any term or provision of this Lease is found to be invalid, illegal or unenforceable, the remaining terms and provisions hereof will not be affected thereby; and each term and provision hereof will be valid and enforceable to the fullest extent permitted by Laws.

y. Headings. The captions, section numbers and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, amplify, limit, construe or describe the scope or interest of any section of this Lease.

z. Trafficking of Persons. Under §2155.0061, Texas Government Code, Tenant certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated if this certification is inaccurate.

aa. Chapter 2271 of the Texas Government Code. Tenant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the Landlord is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the Tenant that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Lease, Tenant certifies that Tenant’s signature provides written verification to the Landlord that Tenant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Lease.***

### **13. AFFIRMATIVE REPRESENTATIONS CONCERNING FTZ-260 AND OPERATION OF AIRFIELD**

a. FTZ-260. Landlord has applied and previously received approval for eligible tenants of the Project to be able to take advantage of the benefits of Foreign Trade Zone – 260. Tenants that are eligible to participate must apply through the Lubbock Economic Development Alliance and pay the application fees and any monthly fees associated with the volume of goods that are transported into and out of the Foreign Trade Zone. Interested tenants should contact the

Lubbock Economic Development Alliance for specific details regarding the application process and the fees and regulations associated with the program.

b. Airfield. Landlord currently has Federal Aviation Administration approval to operate the airstrips located within the Project. The 6,500-foot north-south runway can accommodate large cargo aircrafts such as a C-130. While Landlord anticipates that there may be changes with respect to the use of the three (3) primary landing strips that are now in operation (including that the westernmost runway is non-operational, except in the case of a federal, state or local emergency), Landlord intends to continue to operate the 6,500-foot north-south runway and will make the use of such runway available to Tenant in accordance with the existing Federal Aviation Administration certification. With regard to the westernmost runway, Landlord has restricted use of such runway based on the operation of the commercial grade wind turbines that exist on the Project to the west of such runway, and Tenant agrees that it may not have access to such runway. All flight arrangements must be approved through Landlord and any tenant utilizing the runway for such flights must comply with the daytime Visual Flight Rule. Notwithstanding the foregoing, Landlord agrees that it will not cause or permit any material change in size, location or configuration of any airstrip or runway which will have an adverse affect on Tenant's ability to operate in the Premises or which will adversely affect access to the Premises.

#### **14. SECURITY CONDITIONS**

Landlord and Tenant acknowledge and agree that the Project is located on property formerly owned and operated by the United States Air Force as the Reese Air Force Base, and that certain portions of the Project have been previously utilized by local, state and federal governmental entities (hereinafter, "the Government") in times of state or national emergencies to provide temporary evacuation shelters and other such uses. Additionally, Landlord has other tenants of the Project that require controlled access to the Airfield during certain operations. Landlord represents that the Government may continue to utilize the Project during the Term of this Lease in times of state or national emergency (with or without Landlord's express consent), and other tenants of the Project, when approved by the Landlord, may require controlled access to the Airfield, and that such use could adversely affect Tenant's ability to access the Premises and/or use the Common Areas due to additional security measures; provided, however, that such adverse impact shall only delay and shall not unreasonably deny access by Tenant to the Premises.

Tenant acknowledges and agrees that, in the event that the Government utilizes any portion of the Project in a time of state or national emergency or when the Landlord authorizes other tenants of the Project to control access to the Airfield, Tenant, its employees, officers, agents, and contractors will comply with all reasonable security regulations imposed by the Landlord or applicable governmental agency, including the requirement to obtain and display security identification cards and to comply with reasonable security procedures.

The execution of this Agreement by Landlord shall not be considered a waiver of Landlord's sovereign immunity to suit.

**IN WITNESS WHEREOF**, having read and intending to be bound by the terms hereof, the Parties have signed this Lease on the date(s) set forth below.

LUBBOCK REESE  
REDEVELOPMENT AUTHORITY  
("Landlord")

JESSE'S EQUIPMENT SALES, L.L.C.  
("Tenant")

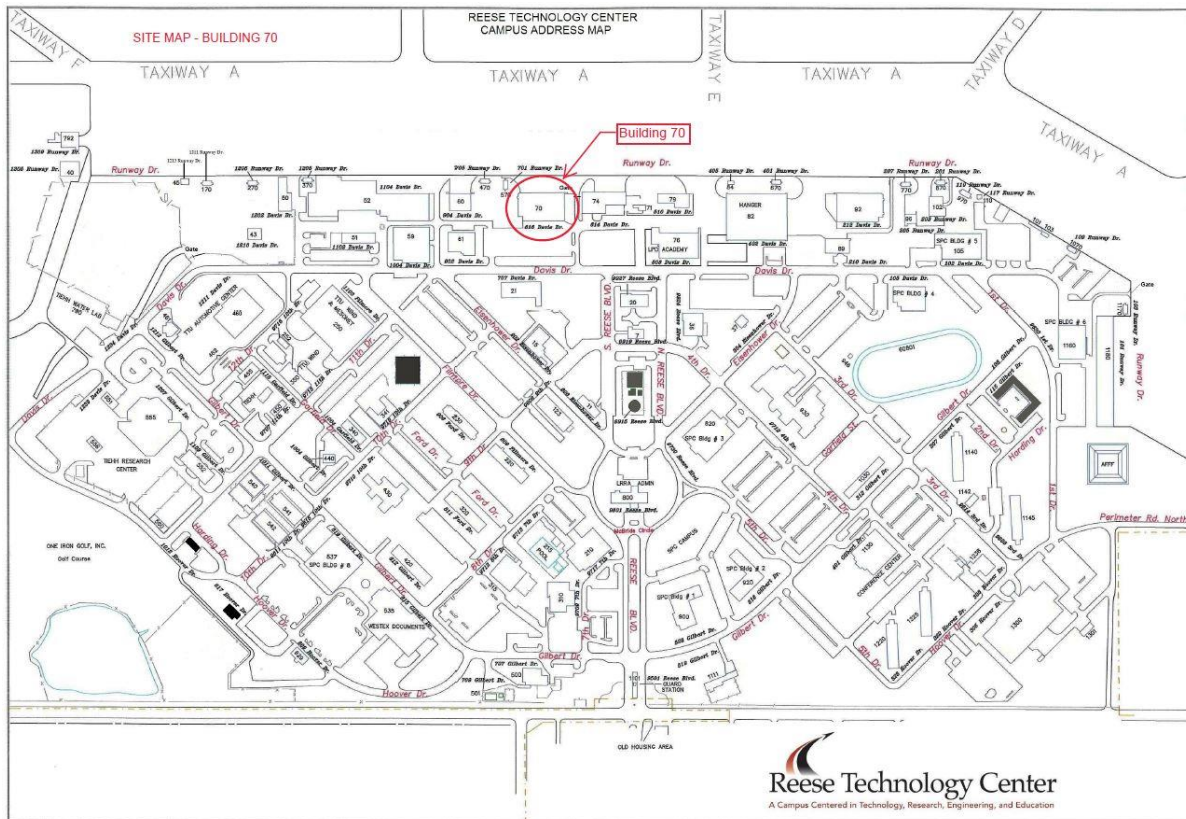
\_\_\_\_\_  
By: Joseph R. Rapier, President

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A Site Plan



**BOARD ACTION ITEM #2021-0324-075**

**BOARD OF DIRECTORS  
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRA)  
MARCH 24, 2021**

Item to be Considered:

Consider Lease for Jesse's Equipment Sales, LLC for B70

Previous Board Action:

None

Statement of Pertinent Facts:

- a. Term: 3 years with one option to renew for 2 years
- b. Current tenant is paying \$2.53/SF
- c. Increases: \$0.75/SF increases each year of original term

Advice, Opinions, Recommendations and Motion:

If the Board of Directors concurs, the following motion is in order:

"Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby authorizes the Board President to Approve the Lease for Jesse's Equipment Sales, LLC for Building 70, subject to negotiation of final terms and conditions, on this 24th day of March 2021."

---

Joseph R. Rapier, President

ATTEST:

---

Board Member

**AGENDA ITEM 6**  
**EXECUTIVE SUMMARY**  
**LRRA EMPLOYEE POLICY MANUAL REVISIONS**

As you know, we have discussed updating the Employee Policy Manual to bring it in line with current laws and current times. While we have changed some policy areas in the recent past, there has not been a comprehensive review and revision of the manual for many years. Attached is a summary of the revisions. As you can see, they are mostly bringing the manual into compliance with the latest laws, tweaking areas to add more details, adding some flexibility in policies, and general cleanup. Additionally, three new sections were added; a new policy for social media use, a smoking and tobacco use policy, and a pandemic policy that can also be used for other disasters.

A full redline and blackline of the document will be emailed to you under separate cover (they are too long to add them to this Board Book).

Staff is requesting board approval for these revisions.

## LUBBOCK REESE REDEVELOPMENT AUTHORITY

### EMPLOYEE POLICY MANUAL REVISIONS

#### SUMMARY OF REVISIONS - MARCH 24, 2021

SECTION 1 INTRODUCTION	ADDS THE LRRRA BOARD OF DIRECTORS WILL BE SUBJECT TO THE FOLLOWING AREAS OF THE POLICY MANUAL: CODE OF CONDUCT, TRAVEL POLICY, PROFESSIONALISM, HARASSMENT, OPEN RECORDS, SMOKING, AND FIREARMS
SECTION 2.4 EQUAL OPPORTUNITY EMPLOYMENT	UPDATES THE LANGUAGE TO CURRENT EEOC REQUIREMENTS
SECTION 3.1 HARASSMENT	UPDATES TO REFLECT CURRENT PROTECTED CLASSES AND EXPANDS DEFINITION OF WHAT CONSTITUTES HARASSMENT
SECTIONS 3.1 & 3.2 HARASSMENT	UPDATES INFORMATION ON SEXUAL HARASSMENT AND INCLUDES NOTIFYING DIRECT SUPERVISOR
SECTION 4.3 TYPES OF POSITIONS	UPDATES BENEFIT INFORMATION FOR PT EMPLOYEES "WORKING <b>MORE THAN</b> 30 HOURS." ACA MAKES MEDICAL BENEFITS AVAILABLE TO PT WORKER AND RETIREMENT PLAN REQUIRES ANYONE WORKING 1,000 PER YEAR TO PARTICIPATE
SECTION 4.4 ADA	ADDS ADA INFORMATION WHICH PROTECTS BOTH LRRRA AND THE EMPLOYEE IF ACCOMMODATION IS NEEDED
SECTION 5.2 UNIFORM POLICY	REMOVES SPECIFIC DETAILS ABOUT TYPE OF SHIRTS AND PANTS FOR EMPLOYEE UNIFORM. MAKES IT MORE FLEXIBLE.
SECTION 5.8 NEPOTISM	INSERTED A CHART THAT CLEARLY SHOWS THE DEGREES OF CONSANGUINITY AND AFFINITY
SECTION 5.10 SOCIAL MEDIA	NEW POLICY - PROVIDES GUIDANCE TO BOTH MANAGEMENT AND EMPLOYEES ON THE USE AND FUNCTION OF SOCIAL MEDIA FOR LRRRA
SECTION 5.12 CRIMINAL HISTORY	DEFINES HOW CURRENT EMPLOYEE OR POTENTIAL EMPLOYEE'S CRIMINAL HISTORY WILL BE EVALUATED
SECTION 8.5 CELL PHONE USE	DEFINES THE CELL PHONE ALLOWANCE AND THAT BUSINESS CONDUCTED ON A PERSONAL CELL PHONE IS SUBJECT TO THE OPEN RECORDS ACT
SECTION 8.7 COPY, SCAN & FAX	MAKES REIMBURSEMENT TO LRRRA FOR PERSONAL COPIES OPTIONAL AT ED'S DISCRETION AND STATES ANY PERSONAL USE SHOULD BE AVOIDED

SECTION 9.1 MEDICAL INSURANCE	UPDATED TO BE CONSISTENT WITH SECTION 4.3, PT EMPLOYEES WORKING <b>MORE THAN</b> 30 HOURS ARE ELIGIBLE
SECTION 9.2 RETIREMENT PLAN	ADDS SPECIFIC DETAILS OF EMPLOYEE AND EMPLOYER CONTRIBUTION AMOUNTS. THAT EMPLOYEE CONTRIBUTES 5% AND EMPLOYER MATCHES 1:1.
SECTION 10.3 VACATION LEAVE	GIVES THE EXECUTIVE DIRECTOR THE ABILITY TO ALLOW ADDITIONAL DAYS OF CARRY-OVER VACATION LEAVE DUE TO EXTENUATING CIRCUMSTANCES
SECTION 12.4 SMOKING AND TOBACCO USE	NEW POLICY - DESCRIBES GUIDELINES, PROCEDURES, DEFINITIONS, AND RESPONSIBILITY FOR SMOKING AND TOBACCO USE
SECTION 12.7 PANDEMIC POLICY	NEW POLICY - PANDEMIC RESPONSE PROCEDURES WHICH CAN ALSO BE USED FOR OTHER EMERGENCIES OR NATURAL DISASTERS
SECTION 15.3 GRIEVANCE PROCEDURES	UPDATES LIST OF PROTECTED CLASSES
SECTION 16.4 TRAVEL EXPENSE FORM	CHANGES FORM NAME FROM "VOUCHER" TO "FORM"
APPENDIX C PAYROLL DEDUCTION AUTHORIZATION AGREEMENT	ADDED REIMBURSEMENT TO LRRRA FOR OVERPYAMENT TO THE LIST OF ITEMS CONSENTING AND AUTHORIZING LRRRA TO DEDUCT FROM PAYROLL CHECKS
APPENDIX E CODE OF CONDUCT	ADDS LRRRA BOARD MEMBERS TO THOSE THAT MUST COMPLY WITH THE CODE OF CONDUCT
APPENDIX F TECHNOLOGY, INTERNET, EMAIL USE	UPDATED EQUIPMENT AND TECHNOLOGY RESOURCES TO BRING IT INTO THE 21ST CENTURY
APPENDIX G VEHICLE OPERATION AGREEMENT	MODIFIED INFORMATION ABOUT DRIVING RECORD AND VALID LICENSE
APPENDIX K SMOKING/TOBACCO USE ACKNOWLEDGEMENT	NEW ACKNOWLEDGEMENT- RESTATES POLICY AND PROVIDES EMPLOYEE ACKNOWLEDGEMENT

**BOARD ACTION ITEM #2021-0324-076**

**BOARD OF DIRECTORS  
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)  
MARCH 24, 2021**

Item to be Considered:

Consider Employee Personnel Policy Manual Revisions

Previous Board Action:

The Board has, at various times, approved revisions to sections of the manual.

Statement of Pertinent Facts:

- a. This is the first comprehensive review and revision of the manual in many years
- b. Updates are made to the manual to bring it into compliance with current law and best practices
- c. Additions include: a new policy for social media use, a smoking and tobacco use policy, and a pandemic policy that can also be used for other disasters.

Advice, Opinions, Recommendations and Motion:

If the Board of Directors concurs, the following motion is in order:

“Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby authorizes the Board President to Approve the LRRRA Employee Policy Manual Revisions, on this 24th day of March 2021.”

---

Joseph R. Rapier, President

ATTEST:

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Board Member

**AGENDA ITEM 7**  
**EXECUTIVE SUMMARY**  
**LRRA – SPAG INTERLOCAL AGREEMENT FOR**  
**EDA GRANT ADMINISTRATION SERVICES**

Attached is an interlocal agreement between LRRA and the South Plains Association of Governments (SPAG) for Administration Services of the recently awarded EDA grant for airfield upgrades. These services, totaling \$50,000, were accounted for in the initial grant application.

Staff is requesting board approval for the Executive Director to execute this agreement.

INTERLOCAL AGREEMENT  
FOR ADMINISTRATIVE SERVICES

STATE OF TEXAS  
COUNTY OF LUBBOCK

AGREEMENT

This Agreement is made and entered into this 24<sup>th</sup> day of March, 2021 by and between **the Lubbock Reese Redevelopment Authority**, hereinafter referred to as the “**LRRA**”, being a political subdivision of the State of Texas, and the **South Plains Association of Governments**, hereinafter referred to as “**SPAG**”, a political subdivision of the State of Texas organized under Chapter 391 of the local government code, acting by and through its Executive Director.

WHEREAS, both parties to this agreement are local governments as defined by Chapter 791 of the Texas Government Code, and this agreement is made under the provisions of said article, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, SPAG has professional administrative services expertise needed by the “LRRA”, and desires to make such services available to the “LRRA” under specific conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

SPAG agrees to provide the administrative functions and services, as described in Sections 1, 2, 3, 4, and 5 of this agreement, for the “LRRA”, pursuant to the United States Department of Commerce, Economic Development Administration (EDA), Financial Assistance Award No. 08-01-05478.

**SECTION 1. PROGRAM SET-UP**

1.1 Contract Approval, Depository and Authorized Signatory designation, and Establishment of required Project Files:

- A. Review the contract between “LRRA” and the United States Department of Commerce, Economic Development Administration, and secure proper signatures.
- B. Secure and assure the designation of an individual authorized to request funds, submit payment vouchers, and submit budget adjustments to the United States Department of Commerce, Economic Development Administration.
- C. Establish program files and project files.
- D. Maintain filing system.
- E. Provide general advice and technical assistance to “LRRA” personnel on

implementation of the EDA project and regulatory matters pertaining thereto.

- F. Furnish "LRRRA" with necessary completed forms and reporting required for Implementation of the EDA project.
  - G. Prepare and submit all required project reporting required by EDA Project Number 08-01-05478, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Project Agreement between "LRRRA" and the EDA Southwest Regional Office.
  - H. Serve as the liaison for "LRRRA" during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.
- 1.2 Assist the "LRRRA" in the procurement of professional services included but not limited to Engineering services.
- 1.3 Assure compliance with special contract conditions of the United States Department of Commerce, Economic Development Administration, and submit evidence that those conditions have been satisfied.
- 1.4 Financial Management will include the following tasks:
- A. Assist "LRRRA" by improving its ability to manage and report progress and use of funds from federal sources through the Southwest Regional Office of the EDA for the project identified above.
  - B. Assist "LRRRA" in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
  - C. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of "LRRRA", in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
  - D. Review invoices received for payment and file back-up documentation.

## **SECTION 2. ENVIRONMENTAL REVIEW**

- 2.1 Assess the type of environmental review necessary by following the steps below:
- A. Prepare an environmental assessment.
  - B. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws

- C. Document any public comments and ensure compliance with EO 11988 for projects in the flood plains.
- D. Prepare any required re-assessment of environmental assessment.
- E. Prepare request for release of funds and certifications to be sent to the Department.

### **SECTION 3. PRE-CONSTRUCTION**

#### **3.01 Construction Contracts:**

##### **A. Bid Process:**

1. Assist "LRRRA" and the project engineer in the preparation of applicable federal and/or local terms and conditions for the bid package.
2. Assist in the advertisement for bids, submit evidence to EDA, and notify EDA of date, time, and place for bid opening.
3. Assist "LRRRA" and engineering at bid opening, prepare bid opening minutes and a tabulation of bids and submit to EDA.

##### **B. Award of Contract, Preconstruction Conference and Notice to Proceed.**

1. Secure EDA approval of proposed contract documents.
2. Secure EDA approval of proposed contract award.
3. Prepare Notice of Contract Award and issue to construction contractor and to EDA.
4. Secure names and addresses of proposed subcontractors and submit to EDA.
5. Secure executed form ED-120, regarding Equal Employment Opportunity certification, from contractor and subcontractors.
6. Send copy of Notice to Proceed to EDA.

### **SECTION 4. CONSTRUCTION**

#### **4.01 Construction Contracts and Labor Standards**

- A. Interview each construction contractor during the course of construction to determine compliance with the standard federal Equal Employment Opportunity laws.

- B. Act as the local labor standards officer.
- C. Verify contractor eligibility.
- D. Make 10-day call.
- E. Assist "LRRRA" and the project engineer in conducting a preconstruction conference.
- F. Prepare and submit quarterly reports to EDA.

#### 4.02 Construction Contracts and Labor Standards

- A. Prepare Labor Standards provisions and secure contractor certifications.
- B. Post project site with required notices/posters.
- C. Read, review, and check weekly payroll reports from all contractors and subcontractors working on the project to determine compliance with specific wage decisions for the job, and submit those to EDA.
- D. Conduct face-to-face employee interviews as required under provisions of the Davis-Bacon Act.
- E. Prepare a final wage compliance report.

#### 4.03 Monitor Contractor Progress and Process Payments

- A. Assist "LRRRA" and the project engineer in the monitoring of the contractor's work.
- B. Check labor standards and equal opportunity compliance and ensure that all payroll reports are in order when requests for payment are received.
- C. Prepare and submit all Quarterly and Federal Finance Reports to EDA.

### **SECTION 5. INSPECTION, ACCEPTANCE, PROJECT CLOSE-OUT AND FINAL PAYMENT**

- 5.01 Notify EDA of pending project completion at least two (2) months prior to estimated date of project completion.
- 5.02 Arrange for final project inspection and notify EDA.
- 5.03 Assist "LRRRA" in securing required audits.
- 5.04 Prepare final performance report and submit, with photographs, to EDA.

## **SECTION 6. PAYMENT**

6.01 In consideration of the services to be performed by SPAG for "LRRRA", as described in the foregoing sections, "LRRRA" agrees to pay SPAG \$50,000 for performance of those services under the following schedule:

1. PROGRAM SET-UP                      30% of contract sum on completion of Section 1.
2. PRECONSTRUCTION                30% of contract sum on completion of Sections 2 and 3.
3. CONSTRUCTION                      30% of contract sum on completion of Section 4.
4. INSPECTION, ACCEPTANCE, PROJECT CLOSEOUT, AND FINAL PAYMENT.  
10% of contract sum on completion of Section 5.

Payment to SPAG shall be based on satisfactory completion of identified milestones in Sections 1,2,3,4,5, and 6 of this contract. Should the project be completed in its entirety prior to the period allowed for its completion, all of SPAG's responsibilities and services required under this agreement be fully completed, and all obligations to the EDA are met, full compensation to SPAG shall be met.

## **SECTION 7. SPAG OBLIGATIONS**

7.01 During the performance of this agreement, SPAG agrees as follows:

- A. SPAG will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. SPAG will take affirmative action to ensure that applicants are employed and during the course of employment, are treated without regard to national origin, race, religion, creed, sex, familial status or gender. The actions will include, but are not necessarily limited to employment up-grading, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. When soliciting or advertising for employees, SPAG will clearly state that qualified applicants will receive consideration for employment without regard to national origin, race, religion, creed, sex, familial status, or gender.
- E. SPAG will comply with all provisions of Executive Order #11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. SPAG will furnish all information and reports required by Executive Order #11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor issued pursuant thereto, and will permit access to its books, records, and accounts by the "LRRRA" and the Secretary of Labor, for purposes of investigation as to certain compliance requirements with such rules, regulations, and orders.
- E. If the Secretary of Labor determines that SPAG does not comply with rules, regulations, or orders issued by the Secretary, this agreement may be cancelled, terminated or suspended, in whole or in part, and SPAG may be declared ineligible for further participation in government contracts under

provisions of Executive Order #11246 of September 24, 1965, or by rules otherwise provided by law.

## **SECTION 8. APPLICABLE LAWS**

- 8.01 Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 8.02 Compliance with Local Laws. SPAG shall comply with applicable laws, ordinances and codes of the State of Texas and its local governments.
- 8.03 Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 8.04 Public Works and Economic Development Act of 1965, as amended.  
The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Commerce, Economic Development. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to "LRRRA", Award Number 08-01-05478.
- 8.05 Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures. SPAG agrees to report to "LRRAC" on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 08-01-05478, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to "LRRRA" will be provided in a separate GPRA information collection document. EDA will advise "LRRRA" in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
- 8.06 Interest of the Members of SPAG. No member of the governing body of SPAG and no other officer, employee, or agent of SPAG who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and "LRRRA" shall take appropriate steps to assure compliance.
- 8.07 Interest of Other Local Public Officials. No member of the governing body of the SPAG and no other public official of SPAG, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and "LRRRA" shall take appropriate steps to assure compliance.

- 8.08 Interest of Firm and Employees. The SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The SPAG further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **SECTION 9. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, AND CONTRACT REPRESENTATIVE**

- 9.01 The professional administration services of South Plains Association of Governments will commence on 02/11/2021. All the services required and performed hereunder shall be completed no later than 02/11/2025 (EDA Contract End Date).
- 9.02 Both parties agree that it is intended that all service to be performed under this agreement is to be accomplished by 02/11/2025 (EDA Contract End Date), unless such date is extended by mutual agreement between the parties.
- 9.03 This Agreement may be terminated by either party by giving thirty (30) days prior written "Notice of Termination" to the other by Certified Mail of the US Postal Service, Return Receipt Requested. SPAG shall be paid any outstanding sums due as of the date of termination.

If, through any cause, the SPAG shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if SPAG shall violate any of the covenants, agreements, or stipulations of this Contract, "LRRA" shall thereupon have the right to terminate this Contract by giving written notice to SPAG of such termination and specify the effect date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by "LRRA" as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated by "LRRA" as provided herein, all finished or unfinished documents, information or reports prepared by SPAG under this Contract shall, at the option of documents, information or reports prepared by SPAG under this Contract shall, at the option of "LRRA", become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

- 9.04 SPAG designates its Director of Regional Services as its contract representative with "LRRA". All communications or other work relative to this Agreement should be addressed to the Director of Regional Services, or to a designee expressly named by the Director of Regional Services.
- 9.05 It is expressly understood and agreed by the parties hereto, that they are acting as independent contractors, and that nothing contained herein should be construed as the creation of a partnership or joint venture.

- 9.06 It is further understood and agreed by the parties hereto, that the only remedy in the event of a breach of the terms of this agreement shall be termination of this agreement in accordance with provisions of Section 9, paragraph 9.02 above.

## **SECTION 10. MISCELLANEOUS**

- 10.01 SPAG shall give the United States Department of Commerce, Economic Development Administration, the Inspector General, the Comptroller General of the United States, and the Auditor of the State of Texas, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by SPAG or pertaining to this contract. Such rights to access shall continue as long as the records are retained by SPAG and SPAG agrees to maintain such records in an accessible location.
- 10.02 Each person executing this agreement, by entering his or her individual Signature, hereby certifies that he or she is lawfully authorized to execute the agreement on behalf of the organization.
- 10.03 This agreement constitutes the entire agreement between the parties, relating to the rights herein granted and the obligations herein assumed.
- 10.04 The "LRRRA" may, from time to time, request changes in the scope of the services of SPAG to be performed hereunder. Such changes, including any increase or decrease in the amount of SPAG's compensation which are mutually agreed upon by and between "LRRRA" and SPAG shall be incorporated in written amendments to this contract.
- 10.05 SPAG represent that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with "LRRRA". All of the services required hereunder will be performed by SPAG or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of "LRRRA". Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

## EXECUTION

Executed in triplicate this 24<sup>th</sup> day of March 2021.

### **Lubbock Reese Redevelopment Authority**

BY: \_\_\_\_\_

**Name & Title: Murvat Musa, Executive Director**

### **The South Plains Association of Governments (SPAG)**

BY: \_\_\_\_\_

**Tim Pierce, Executive Director**

REVIEWED: \_\_\_\_\_

**Tim Schwartz, SPAG Director of Finance**

**BOARD REPORT ITEM #2021-0324-077**

**BOARD OF DIRECTORS  
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)  
March 24, 2021**

**Item to Be Considered:**

Consider Interlocal Agreement with SPAG for Administrative Service for EDA Grant

**Previous Board Action:**

- a. The Board has previously approved agreements for SPAG to provide administrative services for the management of an EDA grant

**Statement of Pertinent Facts:**

- b. On February 11, 2021, the U.S. Department of Commerce officially awarded the grant for airfield improvements to the LRRRA
- c. SPAG identified the grant opportunity and submitted the grant application, and therefore will be providing administrative services for grant management
- d. An agreement between LRRRA and SPAG must be executed for these services
- e. Tim Pierce will recuse himself from this vote and a recusal affidavit is attached

**Advice Opinions Recommendations and Motion:**

If the Board of Directors concurs, the following motion is in order:

“Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby approves the Interlocal agreement for EDA grant administrative services with SPAG, on the 24<sup>th</sup> day of March 2021.”

Approved by:

\_\_\_\_\_  
Joseph R. Rapier – Board President

ATTEST:

\_\_\_\_\_  
LRRRA Board Member

**AGENDA ITEM 8**  
**EXECUTIVE SUMMARY**  
**LRRA – PARKHILL AGREEMENT FOR**  
**EDA GRANT, PROFESSIONAL SERVICES**

Attached is an agreement for professional services between LRRA and Parkhill for the recently awarded EDA grant for airfield upgrades. Management of this grant requires professional services to provide design, bid, and construction services for this project.

In January 2020, a RFQ was advertised and at the February 26, 2020 Board meeting was awarded to Parkhill.

Staff is requesting board approval for the Executive Director to execute this agreement upon final review with counsel.

# ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

## PART I - AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between Lubbock Reese Redevelopment Authority Corporation, hereinafter called the "LRRA," acting herein by Parkhill hereunto duly authorized, and hereinafter called "Firm," acting herein by Mark D. Haberer, P.E.

WITNESSETH THAT:

WHEREAS, LRRA desires to construct Security Perimeter Fence and Concrete Pavement Joint Sealant Replacement Project under general direction of United States Department of Commerce Program administered by the Economic Development Administration (EDA), and LRRA desires to engage Parkhill to render certain engineering/surveyor/architectural services in connection with EDA Award No. 08-01-05478.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Firm will perform services set out in Part II, Scope of Services.
2. Time of Performance. Services of Firm shall commence Thursday, March 25, 2021. In any event, all of services required and performed hereunder shall be completed no later than Tuesday, August 16, 2022.
  - a. Local Program Liaison. For purposes of this Agreement, LRRA Executive Director or equivalent authorized person, will serve as Local Program Liaison and primary point of contact for Firm. All required progress reports and communication regarding Project shall be directed to this liaison and other local personnel as appropriate.
  - b. Access to Records. U.S. Department of Commerce, EDA, and LRRA, or any authorized representative(s), shall have access to any documents, papers, or other records of the Firm pertinent to the EDA award to make audits, examinations, excerpts, transcripts, and closeout the LRRA Contract with EDA.
3. Retention of Records. Firm shall retain all required records three years after the LRRA makes its final payment and all pending matters are closed.
4. Compensation and Method of Payment. Maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 162,200.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
5. Indemnification. Firm shall comply with requirements of all applicable laws, rules, regulations and exonerate, indemnify, and hold harmless the LRRA and agency members from and against any and all claims, costs, suits, and damages, including attorney fees, arising out of Firm performance or nonperformance of activities, services, or subject matter called for in this Agreement, and assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under Social Security, worker's compensation, and income tax laws.

6. Miscellaneous Provisions.

- a. This Agreement shall be construed under and accord with laws of the State of Texas and all obligations of parties created hereunder are performable in Lubbock County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of parties hereto and respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- c. In any case one or more provisions contained in this Agreement shall for any reason be determined invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was never contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret terms of this Agreement, prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief such party may be entitled.
- e. This Agreement may be amended by mutual agreement of parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Extent of Agreement. This Agreement, which includes Parts I-V, including C-101 Project Overview, represent entire and integrated agreement between LRRA and Firm and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both LRRA and Firm.

IN WITNESSETH WHEREOF, parties have executed this Agreement by causing the same to be signed on the day and year first above written.

**BY:** \_\_\_\_\_

**Murvat Musa, Executive Director  
LRRA**

\_\_\_\_\_  
**Date**

**BY:** \_\_\_\_\_

**Mark D. Haberer, P.E., Principal  
Parkhill**

\_\_\_\_\_  
**Date**

## **PART II - SCOPE OF SERVICES**

Firm shall render the following professional services necessary for Project development:

**SCOPE OF SERVICES.** The following summarizes scope of services by Firm. Refer also to detailed fee sheets attached.

1. Attend preliminary conferences with LRRA regarding Project requirements.
2. Make any necessary surveys of existing property lines, topography, utilities, or other field data required for proper design of Project.
3. Furnish detailed Drawings and Plans/Specifications for LRRA and EDA review and approval.
4. Prepare bid packet/Contract Documents/advertisement for bids. When bid packet is complete, Firm shall also furnish LRRA an updated, written Project Estimate of Probable Costs (EOPC).
5. Conduct bid opening and prepare minutes.
6. Tabulate, analyze, and review bids for completeness and accuracy.
7. Conduct preconstruction conference and prepare of report/minutes.
8. Issue Notice to Proceed (NTP) to Construction Contractor.
9. Provide in all proposed construction contracts, deductive alternatives where feasible so should the lowest responsive base bid for construction exceed available funds, deductive alternatives can be taken to reduce bid price.
10. Provide part-time Project inspection and make periodic visits to Project site to ensure work proceeds in accordance with approved Plans and Specifications.
11. Review Contractor-furnished shop and work drawings for compliance with design concept and information provided in Contract Documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
12. Based on Firm on-site observations and review of Contractor applications for payment, determine amount owed to Contractor in such amounts. Such approvals of payment to constitute a representation to LRRA, based on such observations and review, that work has progressed to point indicated and quality of work is in accordance with Plans, Specifications, and Contract Documents.
13. Recommend a 10% retainage is withheld from all payments on construction contracts until final acceptance by LRRA and approval by EDA.
14. Prepare Certificate of Construction Completion.
15. Conduct interim/final inspections.
16. Revise Contract Drawings to show work as actually constructed and furnish LRRA with a set of "record drawings" plans.

### **SUBCONTRACTS**

1. No work under this Agreement shall be subcontracted by Firm without prior approval in writing from LRRA.
2. Before proceeding with work, Firm shall notify LRRA in writing of the name of any subcontractors proposed for work, including extent and character of work to be done by each.

3. If any time during progress of work LRRA determines any subcontractor is incompetent or undesirable, LRRA will notify Firm, who shall take reasonable and immediate steps to satisfactorily cure problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and LRRA.
4. Firm will include in all contracts and subcontracts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). Provisions shall require reporting of violations to TDA and Regional Office of the Environmental Protection Agency (EPA).
5. Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
6. Firm will include in all contracts and subcontracts in excess of \$10,000, provisions addressing termination for cause and for convenience by LRRA including the manner by affected and basis for settlement.
7. Firm will include in all contracts and subcontracts, provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3);
  - c. Contracts greater than \$10,000, inclusion of Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve employment of mechanics or laborers, compliance with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. Firm will include in all negotiated contracts and subcontracts, a provision indicating funds will not be awarded under this Contract to any party debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this Contract and its principals.
9. Firm will include in all negotiated contracts and subcontracts, a provision that LRRA, EDA, or any duly authorized representatives, shall have access to any books, documents, papers, and records of Contractor directly pertinent to that specific contract, for auditing, examination, excerpts, and transcriptions.
10. Firm will include in all contracts and subcontracts, a requirement that Contractor maintain all relevant Project records for three years after LRRA makes final payment to Contractor and all other pending matters are closed.

## STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of Firm and independent professional associates, consultants, and subcontractors will be performed in a professional, reasonable, and prudent manner in accordance with generally accepted professional practice. Firm represents it has required skills and capacity to perform work and services provided under this Agreement.
2. Firm represents services provided under this Agreement shall be performed within limits prescribed by LRRA consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm work and services performed under this Contract shall be subject to provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from LRRA and at Firm's expense if deficiency is due to Firm negligence. LRRA shall notify Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit judicial remedies available to LRRA under applicable state or federal law.

Firm agrees to and shall hold harmless LRRA, officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of negligent acts or omissions of Firm, officers, agents, employees, subcontractors, and others acting for or under Firm direction doing work herein contracted for or by or in consequence of any negligence in performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

### **PART III – PAYMENT SCHEDULE**

LRRA shall reimburse Firm for professional services, not to exceed individual task amount and total fee:

<b>Milestone</b>	<b>Fee</b>
Final Design Submittal	\$ 43,800
Bidding Services	\$ 11,600
Construction Phase Services	\$ 33,900
Resident Project Representative	\$ 55,200
Project Closeout Services	\$ 9,500
Parkhill Survey Services	\$ 8,200
<b>TOTAL</b>	<b>\$ 162,200</b>

## **PART IV - TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If Firm fails to fulfill, in a timely and proper manner, obligations under this Agreement or violates any covenant, condition, agreement, or stipulation of this Agreement, LRRA shall have the right to terminate this Agreement by giving written notice to Firm of such termination and specifying effective date thereof, which shall be at least five days before effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Firm pursuant to this Agreement shall, at LRRA option, be turned over to LRRA and become property of LRRA. In the event of termination for cause, Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the aforementioned, Firm shall not be relieved of liability to LRRA for damages sustained by LRRA by virtue of any breach of Agreement by Firm, and LRRA may set-off damages incurred as a result of Firm's breach of contract from any amounts it might otherwise owe Firm.

2. Termination for Convenience of LRRA. LRRA may, at any time and for any reason, terminate Contractor services and work at LRRA's convenience upon providing written notice to Contractor specifying extent of termination and effective date. Upon receipt of such notice, Contractor shall, unless notice directs otherwise, immediately discontinue work and placing of orders for materials, facilities, and supplies in connection with performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:
  - a) actual cost of work completed in conformity with this Agreement; plus,
  - b) such other costs actually incurred by Contractor as permitted by prime contract and approved by LRRA;
  - c) plus 10% of cost of work referred to in subparagraph a) for overhead and profit. There shall be deducted from such sums as provided in subparagraph, amount of any payments made to Contractor before date of termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against LRRA for any additional compensation or damages in the event of such termination and payment.
3. Changes. LRRA may, from time to time, request changes in services Firm will perform under this Agreement. Such changes, including any increase or decrease in amount of Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state, or TxCDBG program requirements, parties hereto shall use best efforts to settle dispute, claim, question or disagreement. To this effect, parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, parties agree first to try in good faith to settle

matter by mediation administered by American Arbitration Association under Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. Parties may enter a written amendment to this Amendment and choose a mediator not affiliated with American Arbitration Association. Parties shall bear costs of such mediation equally. If matter is not resolved through such mediation within 60 days of initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a) Firm represents it has or will secure at its own expense all personnel required in performing services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with LRRRA.
- b) All services required hereunder will be performed by Firm or under its supervision and all personnel engaged in work shall be fully qualified and authorized or permitted under state and local law to perform such services.
- c) Noe or services covered by this Agreement shall be subcontracted without prior written approval of LRRRA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and subject to each provision of this Agreement.

6. Assignability. Firm shall not assign any interest on this Agreement, nor transfer any interest in the same (whether by assignment or novation), without prior written consent of LRRRA thereto; provided, however, claims for money by Firm from LRRRA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to LRRRA.

7. Reports and Information. Firm, at such times and in such forms as LRRRA may require, shall furnish LRRRA such periodic reports as requested pertaining to work or services undertaken pursuant to this Agreement, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. Firm shall insure LRRRA maintains fiscal records and supporting documentation for all expenditures of funds made under this Contract to conform to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of funds provided under this Agreement. Firm and LRRRA shall retain such records, and any supporting documentation, for the greater of three years from closeout of Agreement or period required by other applicable laws and regulations.

9. Findings Confidential. All reports, information, data, etc., prepared or assembled by Firm under this Contract are confidential and Firm agrees they shall not be made available to any individual or organization without prior written approval of LRRRA.

10. Copyright. No report, maps, or other documents produced in whole or part under this Agreement shall be subject of an application for copyright by or on behalf of Firm.

11. Compliance with Local Laws. Firm shall comply with all applicable laws, ordinances and codes of state and local governments, and Firm shall save LRRRA harmless with respect to any damages arising from any tort done in performing any of work embraced by this Agreement.

12. Conflicts of Interest. No interested party shall participate in selection or in award or administration of Contractor supported by EDA funds if conflict of interest, real or apparent, is or could be involved. A conflict may arise when any interested party has a financial or personal interest in firms selected awards. A conflict also may exist where there is an appearance that an interested party's objectivity in performing duties is impaired.
13. Debarment and Suspension (Executive Orders 12549 and 12689). Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). "Principal," for purposes of this Agreement, is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person with critical influence on or substantive control over Firm operations. Firm understands it must not make any award or permit any award (or contract) at any tier to any party debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### FEDERAL CIVIL RIGHTS COMPLIANCE

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000). During performance of this Contract, Firm agrees:
- a) Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Firm will take affirmative action to ensure applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b) Firm will, in all solicitations or advertisements for employees placed by or on behalf of Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c) Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d) Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e) Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f) Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g) In the event of Firm noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Firm may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h) Firm will include the portion of the sentence immediately preceding paragraph (a) and provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Firm may request the United States to enter into such litigation to protect the interests of the United States.
  - i) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on grounds of race, color, religion, sex, or national origin, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
15. Section 109 of the Housing and Community Development Act of 1974. Firm shall comply with provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 504 of the Rehabilitation Act of 1973, as amended. Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of disability, be denied benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
17. Age Discrimination Act of 1975. Firm shall comply with Age Discrimination Act of 1975 which provides no person in the United States shall, on basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
18. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000). Firm certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. Firm shall disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award.
19. Economic Opportunities for Section 3 Residents and Business Concerns.
  - a) Work to be performed under this Contract is subject to requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b) Parties to this Agreement agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by execution of this Contract, parties to this Agreement certify they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
  - c) Firm agrees to send to each labor organization or representative of workers with which Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Firm commitments under this Section 3 clause, and will post copies of notice in conspicuous places at work site where employees, applicants for training, and employment positions can see the notice. Notice shall describe Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, qualifications for each, and name and location of person(s) taking applications for each position, and anticipated date work shall begin.
  - d) Firm agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding subcontractor is in violation of regulations in 24 CFR Part 135. Firm will not subcontract with any subcontractor where Firm has notice or knowledge subcontractor is found in violation of regulations in 24 CFR Part 135.

- e) Firm will certify that any vacant employment positions, including training positions, filled (1) after Firm is selected but before Contract is executed; and (2) with persons other than those to whom regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Firm obligations under 24 CFR Part 135.
- f) Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to work performed under this Agreement. Section 7(b) requires, to greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract subject to provisions of Section 3 and section 7(b) agree to comply with Section 3 to maximum extent feasible, but not in derogation of compliance with section 7(b).

## **PART V - PROJECT TIME SCHEDULE**

ID	Task Name	Duration	Start	Finish	Qtr 2, 2021 Apr	May	Jun	Qtr 3, 2021 Jul	Aug	Sep	Qtr 4, 2021 Oct	Nov	Dec	Qtr 1, 2022 Jan	Feb	Mar	Qtr 2, 2022 Apr	May	Jun
1	Design Period	120 days	Thu 3/25/21	Thu 7/22/21															
2	EDA & LRRR Review	28 days	Fri 7/23/21	Thu 8/19/21															
3	Solicitation of Bids	30 days	Fri 8/20/21	Sat 9/18/21															
4	Bid Opening	1 day	Sun 9/19/21	Sun 9/19/21															
5	Award of Contracts	90 days	Mon 9/20/21	Sat 12/18/21															
6	Construction Period	120 days	Sun 12/19/21	Sun 4/17/22															
7	Closeout Period	60 days	Mon 4/18/22	Thu 6/16/22															



Project: RTC 2020 EDA Grant-Sc Date: Fri 3/19/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Lubbock, Texas  
Reese Technology Center  
**2021 EDA Grant Application**

Professional Services Fee Summary

3/10/2021

Item	Description	Amount
1	3FDS - Final Design Submittal	\$ 43,800.00
2	4BID - Bidding Services	\$ 11,600.00
3	5CON - Construction Phase Services	\$ 33,900.00
4	6RPR - Resident Project Representative	\$ 55,200.00
5	7CLO - Project Closeout Services	\$ 9,500.00
6	SRVY - PSC Survey Services	\$ 8,200.00
<b>TOTAL SERVICES</b>		<b>\$ 162,200.00</b>



## Parkhill, Smith & Cooper, Inc.

### Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 10, 2021

Prepared By: Michael Krusing  
Principal: Mark Haberer  
Project Manager: Michael Krusing

Project Name: Reese Tech Center 2020 EDA Grant  
Project Number: 01-3733-20  
Task/Discipline: 3FDS  
Projected Start Date: March 8, 2021

Fee (Revenue) Type: Lump Sum  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

#### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$43,490  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \$267  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
**Total Fee: \$43,797**

#### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$43,490  
  
Directs: \$307  
  
Subtotal: \$43,797  
  
Reimbursable: \_\_\_\_\_  
  
**Total Fee: \$43,797**

 **\$43,800**

Labor Costs	Project: Reese Tech Center 2020 EDA Grant		Project Number: 01-3733-20		Task/Discipline: 3FDS	Current Fee: \$43,797			
Category	1	2	3	4	5	6	7	8	
	CivilStructural	CivilStructural	CivilStructural	Support					
	Civil - Sector Director - PL VII	Civil - PM - PL V	Technologist - PL IV	Project Assistant - SS II					
	Hourly/Billing Rate	\$295.00	\$247.00	\$117.00	\$106.00				
	Resource (Employee) Name (Blank if not known)	M. Haberer	M. Krusing	A. Multer	D. German				
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Total
FINAL DESIGN (8 Weeks Duration)									
Project Management									
	Coordinate project team staffing and tasking		4						4
	Monthly invoicing		4						4
	Assist LRRA w/ Project Record Keeping & Quarterly Reports	4	2		2				8
Meetings									
	Predesign Meeting at Reese								
	Meeting Preparation	1	2						2
	Meeting Travel (1 Hours Total)		1	1					2
	Meeting Attendance		2	2					4
	Meeting Minutes (Prepare and Issue)		2		2				4
	Visual inspection of project site		3	3					6
	Final design phase review meeting at RTC, including minutes	1							
	Meeting Preparation		2						2
	Meeting Travel (1 Hour Total)		1	1					2
	Meeting Attendance		2	2					4
	Meeting Minutes (Prepare and Issue)		2		2				4
	Miscellaneous Site Visit	1							
	Meeting Travel (1 Hour Total)		1	1					2
	Site Visit		2	3					5
Design/Plan Preparation									
	Perform NEPA Environmental Assessment (NOT INCLUDED)								
	Review AOA boundary/fence		6	12					
	Finalize Perimeter Fence Plan		4	12					16
	Compile Final Drawings (11+/- Sheets)								
	Cover Sheet (1 sheet)		2	2					
	Summary of Quantities, Location Map and Sheet Index (1 sheet)		2	2					
	Demolition Plan (4 Sheets)		4	12					
	Project Layout Plan (4 Sheets)		4	12					
	Miscellaneous Fencing Details (1 Sheet)		3	4					

Labor Costs		Project: Reese Tech Center 2020 EDA Grant		Project Number: 01-3733-20		Task/Discipline: 3FDS		Current Fee: \$43,797		
	Category	1	2	3	4	5	6	7	8	
		CivilStructural	CivilStructural	CivilStructural	Support					
		Civil - Sector Director - PL VII	Civil - PM - PL V	Technologist - PL IV	Project Assistant - SS II					
		Hourly/Billing Rate	\$295.00	\$247.00	\$117.00	\$106.00				
	Resource (Employee) Name (Blank if not known)	M. Haberer	M. Krusing	A. Multer	D. German					
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
FINAL DESIGN (8 Weeks Duration)										
Specifications and CMP										
Prepare and Finalize Project Manual										
EJCDC Front Ends										
EDA General Conditions & Contract										
RTC Special Provisions										
Technical Specifications										
EOPC and Schedule Update										
Finalize bid item quantity calculations										
Update/review opinion of cost										
Develop final EOPC										
Prepare/update design schedule										
Finalize construction schedule and phasing										
PSC SQ 1 QA/QC (95% Plans)										
Perform independent quantity takeoff										
Administer PM QC checklist										
Administer PE QC checklist										
Independent document review										
Labor Subtotals		Hours	Trip Count	3	12	111	89	20		232
		Salary			\$3,540	\$27,417	\$10,413	\$2,120		\$43,490

Direct Expenses      Project:      Project No:      Task:      Current Fee:      \$43,797

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @		/Day	=		
Car Rental	Days @		/Day	=		
Mileage	30 Miles @	\$0.575 @	3 Trips	=	\$51.75	
Subtotal						\$52
622 Reproductions						
Blackline Prints						
34" x 22"		Shts @	\$2.50 /Sht @	Sets =		
36" x 24"		Shts @	\$2.75 /Sht @	Sets =		
42" x 30		Shts @	\$3.25 /Sht @	Sets =		
Other		sf @	\$0.55 /sf @	Sets =		
Mounting Foam Board		Boards @	\$10.00 /ea @			
Printing:						
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	200	Originals @	\$0.09 /Sht @	6 Sets =	\$108.00	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =		
11" x 17" B&W	11	Originals @	\$0.18 /Sht @	6 Sets =	\$11.88	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =		
Binding Cost		Sets @	\$2.00 /Set	=		
Laminating		Shts @	\$2.00 /Sht	=		
Scan to file						
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=		
Scan Specs		Originals @	\$0.15 /Sht	=		
Scan Drawings		Originals @	\$1.50 /Sht	=		
Subtotal						\$120
623 Models/Renderings/Photos		Shots @	/Shot			
624 Telephone	20 Calls @	\$3.00 /Call				\$60
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	2 Mailings @	\$5.00 /Mailing	(Standard)			\$10
628 Postage	1 Mailings @	\$25.00 /Mailing	(Overnight)			\$25
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$267



## Parkhill, Smith & Cooper, Inc.

### Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 10, 2021

Prepared By: Michael Krusing  
Principal: Mark Haberer  
Project Manager: Michael Krusing

Project Name: Reese Tech Center 2020 EDA Grant  
Project Number: 01-3733-20  
Task/Discipline: 4BID  
Projected Start Date: March 8, 2021

Fee (Revenue) Type: Lump Sum  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%


#### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$11,298  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \$264  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
**Total Fee: \$11,602**

#### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$11,298  
  
Directs: \$304  
  
Subtotal: \$11,602  
  
Reimbursable: \_\_\_\_\_  
  
**Total Fee: \$11,602**  **\$11,600**

Labor Costs		Project: Reese Tech Center 2020 EDA Grant		Project Number: 01-3733-20		Task/Discipline: 4BID		Current Fee: \$11,602		
Category	Staff Title - Level	1	2	3	4	5	6	7	8	
		CivilStructural	CivilStructural	CivilStructural	Support					
		Civil - Sector Director - PL VII	Civil - PM - PL V	Technologist - PL IV	Project Assistant - SS II					
		Hourly/Billing Rate	\$295.00	\$247.00	\$117.00	\$106.00				
		Resource (Employee) Name (Blank if not known)	M. Haberer	M. Krusing	A. Multer	D. German				
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
BIDDING PHASE										
	Miscellaneous project management		2	4						
	Submit bid documents to RTC				2					2
	Assist with advertisement			1	2	2				5
	Assist and contact potential bidders			1	3					4
	Prepare potential bidders list			1	3					
	Conduct Pre-Bid Conference									
	Meeting Preparation	1		3	1					
	Meeting Travel (1 Hour Round Trip)			1						
	Meeting Attendance			1						
	Meeting Minutes (Prepare and Issue)			1	1					
	Issue miscellaneous addenda			2	2					
	Address bidder questions, issue addenda			2	2	2				
	Attend bid opening	1		2	2					
	Evaluate bids, prepare bid tabulation, award				3	3				
	Review contractor and subcontractors				2	2				
	Prepare and issue recommendation letter for			2	1					
	Prepare and issue contract document			4	4					8
	Prepare and issue conformed construction documents				4					4
Labor Subtotals		Hours      Trip Count	2	25	17	24				68
	Salary		\$590	\$6,175	\$1,989	\$2,544				\$11,298

**Direct Expenses**      Project: use Tech Center 2020 EDA GrProject No:-3733-20      Task:      4BID Current Fee:      \$11,602  
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @		/Day	=		
Car Rental	Days @		/Day	=		
Mileage	30 Miles @	\$0.575 @	2 Trips	=	\$34.50	
Subtotal						\$35
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @	Sets =			
36" x 24"	Shts @	\$2.75 /Sht @	Sets =			
42" x 30	Shts @	\$3.25 /Sht @	Sets =			
Other	sf @	\$0.55 /sf @	Sets =			
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =			
8-1/2" x 11" B&W	200 Originals @	\$0.09 /Sht @	4 Sets =		\$72.00	
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =			
11" x 17" B&W	11 Originals @	\$0.18 /Sht @	4 Sets =		\$7.92	
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =			
Binding Cost	Sets @	\$2.00 /Set	=			
Laminating	Shts @	\$2.00 /Sht	=			
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=			
Scan Specs	Originals @	\$0.15 /Sht	=			
Scan Drawings	Originals @	\$1.50 /Sht	=			
Subtotal						\$80
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	20 Calls @	\$3.00 /Call				\$60
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	3 Mailings @	\$5.00 /Mailing (Standard)				\$15
628 Postage	3 Mailings @	\$25.00 /Mailing (Overnight)				\$75
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$264



## Parkhill, Smith & Cooper, Inc.

### Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 10, 2021

Prepared By: Michael Krusing  
Principal: Mark Haberer  
Project Manager: Michael Krusing

Project Name: Reese Tech Center 2020 EDA Grant  
Project Number: 01-3733-20  
Task/Discipline: 5CON  
Projected Start Date: March 8, 2021

Fee (Revenue) Type: Lump Sum  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

#### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$27,247  
  
Direct Consultants: \$5,000  
  
Direct Expenses: \$788  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
**Total Fee: \$33,903**

#### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$27,247  
  
Directs: \$6,656  
  
Subtotal: \$33,903  
  
Reimbursable: \_\_\_\_\_  
  
**Total Fee: \$33,903**

 **\$33,900**

Labor Costs			Project: Reese Tech Center 2020 EDA Grant		Project Number: 01-3733-20	Task/Discipline: SCON	Current Fee: \$33,903												
Category	1		2		3		4		5		6		7		8		Total		
	CivilStructural		CivilStructural		CivilStructural		Support												
	Civil - Sector Director - PL VII		Civil - PM - PL V		Technologist - PL IV		Project Assistant - SS II												
	Hourly/Billing Rate		\$295.00		\$247.00		\$117.00		\$106.00										
	Resource (Employee) Name (Blank if not known)		M. Haberer		M. Krusing		A. Multer		D. German										
Task/Discipline		Subtask/Phase		Trips		Hours		Hours		Hours		Hours		Hours		Hours			
CONSTRUCTION PHASE (120 Calendar Days to Final Completion)																			
Project Management																			
Coordinate Contracts and Subcontracts		2		2		2													
Assist LRRA w/ Project Record Keeping & Quarterly Reports				2		2													
Monthly Billing and Project Administration				2		2													
Review Submittals				3		4		1											
Respond to RFI's						1		1											
Review Change Orders & Conduct Cost Analysis				2		2		1											
Review Contractor Pay Request				2		2		1											
Review Contractor Deliverables								1											
Schedule				2															
Coordination with RPR, Contractor and Owner				4														4	
Assist LRRA w/ SF-271 Form				4														4	
Verify/Prepare Periodic & Final Contractor Pay Request				2		4		3										9	
Assist RPR During Project						2													
Attend Final Walk-Through Inspection		1		3		3													
Preparation of Punchlist						2		2											
Travel (1 hour)				1		1													
Generate Notes/Findings and Punchlist						2													
Warranty Inspection						2													
Meetings																			
Attend EDA Project Management Conference				2		2												4	
Attend Preconstruction Conference		1																	
Meeting Preparation				4				4											
Meeting Travel (1 hour)		1		1		1		1											
Meeting Attendance		2		2		2		2											
Meeting Minutes (Prepare and Issue)						2		2										4	
Attend Progress Meeting (assume 8 @ 1hr/ea)		8																	
Meeting Preparation				8		16												24	
Meeting Attendance				4		4												8	
Project Site Visit				4		4												8	
Meeting Minutes (Prepare and Issue)						4		4										8	
Misc. Site Visit (assume 20 @ 1 hr/ea)		20				20													
Labor Subtotals		Hours		Trip Count		30		5		54		80		29				168	
		Salary				\$1,475		\$13,338		\$9,360		\$3,074						\$27,247	

**Direct Expenses**      Project:      Project No:      Task:      Current Fee:      \$33,903

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						\$5,000
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						\$5,000
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	30 Miles @	\$0.575 @	30 Trips	=	\$517.50	
Subtotal						\$518
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @	Sets =			
36" x 24"	Shts @	\$2.75 /Sht @	Sets =			
42" x 30	Shts @	\$3.25 /Sht @	Sets =			
Other	sf @	\$0.55 /sf @	Sets =			
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =			
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =			
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =			
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =			
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =			
Binding Cost	Sets @	\$2.00 /Set	=			
Laminating	Shts @	\$2.00 /Sht	=			
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=			
Scan Specs	Originals @	\$0.15 /Sht	=			
Scan Drawings	Originals @	\$1.50 /Sht	=			
Subtotal						
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	60 Calls @	\$3.00 /Call				\$180
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	3 Mailings @	\$5.00 /Mailing (Standard)				\$15
628 Postage	3 Mailings @	\$25.00 /Mailing (Overnight)				\$75
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$788



## Parkhill, Smith & Cooper, Inc.

### Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 10, 2021

Prepared By: Michael Krusing  
Principal: Mark Haberer  
Project Manager: Michael Krusing

Project Name: Reese Tech Center 2020 EDA Grant  
Project Number: 01-3733-20  
Task/Discipline: 6RPR  
Projected Start Date: March 8, 2021

Fee (Revenue) Type: Lump Sum  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%


#### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$53,715  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \$1,294  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
**Total Fee: \$55,202**

#### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$53,715  
  
Directs: \$1,488  
  
Subtotal: \$55,202  
  
Reimbursable: \_\_\_\_\_  
  
**Total Fee: \$55,202**  **\$55,200**

Labor Costs			Project: Reese Tech Center 2020 EDA Grant		Project Number: 01-3733-20		Task/Discipline: GRPR	
		Resource (Employee) Name (Blank if not known)	1	2	3	4	5	6
			Civil/Structural					
			Resident Project Representative					
			Hourly/Billing Rate	\$149.00				
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours
CONSTRUCTION PHASE								
Project preparation/review plans & specs			7					
Attend Peconstruction Conference			1					
Meeting Travel (1 Hour Round Trip)			1					
Meeting Attendance			2					
Construction Phase - 18 weeks @ 16 hours/week			72					
Project Oversight			288					
Travel time (1 Hour Round Trip)			54					
RPR data collection, record keeping, reporting (Completed while on site)								
Prepare Final Construction Punchlist			1					
Travel time (1 Hour Round Trip)			1					
Punchlist Compilation (Including Site Visit)			2					
Final inspection			1					
Travel time (insert round trip time - hours)			1					
Site Visit			2					
Document Findings			2.5					
Labor Subtotals			75	360.5				
Salary				\$53,715				

**Direct Expenses**

Project:

Project No:

Task:

Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @			/Day	=	
Car Rental	Days @			/Day	=	
Mileage	30 Miles @	\$0.575	@	75 Trips	=	\$1,293.75
Subtotal						\$1,294
622 Reproductions						
Blackline Prints						
34" x 22"		Shts @	\$2.50 /Sht	@	Sets =	
36" x 24"		Shts @	\$2.75 /Sht	@	Sets =	
42" x 30		Shts @	\$3.25 /Sht	@	Sets =	
Other		sf @	\$0.55 /sf	@	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea	@		
Printing:						
Set Up Fee		Originals @	\$0.15 /Sht	@	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht	@	Sets =	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht	@	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht	@	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht	@	Sets =	
Binding Cost		Sets @	\$2.00 /Set		=	
Laminating		Shts @	\$2.00 /Sht		=	
Scan to file						
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=	
Scan Specs		Originals @	\$0.15 /Sht		=	
Scan Drawings		Originals @	\$1.50 /Sht		=	
Subtotal						
623 Models/Renderings/Photos		Shots @		/Shot		
624 Telephone	Calls @			/Call		
625 Meals	Days @		Men @	/Man-day		
626 Field Supplies						
628 Postage	Mailings @			/Mailing (Standard)		
628 Postage	Mailings @			/Mailing (Overnight)		
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$1,294



## Parkhill, Smith & Cooper, Inc.

### Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 10, 2021

Prepared By: Michael Krusing  
Principal: Mark Haberer  
Project Manager: Michael Krusing

Project Name: Reese Tech Center 2020 EDA Grant  
Project Number: 01-3733-20  
Task/Discipline: 7CLO  
Projected Start Date: March 8, 2021

Fee (Revenue) Type: Lump Sum  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

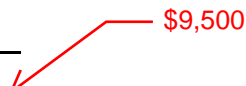
#### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$9,231  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \$233  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
**Total Fee: \$9,499**

#### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$9,231  
  
Directs: \$268  
  
Subtotal: \$9,499  
  
Reimbursable: \_\_\_\_\_  
  
**Total Fee: \$9,499**  **\$9,500**

Labor Costs			Project: Reese Tech Center 2020 EDA Grant		Project Number: 01-3733-20	Task/Discipline: 7CLO	Current Fee: \$9,499				
	Category	1		2	3	4	5	6	7	8	
		CivilStructural		CivilStructural	CivilStructural	Support					
		Civil - Sector Director - PL VII		Civil - PM - PL V	Technologist - PL IV	Project Assistant - SS II					
		Hourly/Billing Rate		\$295.00	\$247.00	\$117.00	\$106.00				
	Resource (Employee) Name (Blank if not known)		M. Haberer	M. Krusing	A. Multer	D. German					
Task/Discipline Subtask/Phase		Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
PROJECT CLOSEOUT PHASE											
Coordinate EDA Closeout Requirements			2	2							
Coordinate as-built survey (by Contractor)					2						
Prepare CCC and Affidavit of Bills Paid				1	1	3					
Review and Prepare Final Quantity True-Up Change Order						1					
Review Red Lines and Prepare Record Drawings				1	4						
Compile QA test data and prepare summary				1	2	6					
Compile RPR field notes					4						
Compile RPR test data					4						
Prepare final photo log					4						
Obtain Consent of Surety				1		2					
Prepare Sponsor Certification of Final Acceptance (by CM)						2					
Compile O&M manuals/information						2					
Prepare and deliver Project Final Report						8					
Perform Warranty inspection		1									
Travel to Project Site				1	1						
Oversee repairs				1	4						
Coordinate/Document warranty work				1	4						
Labor Subtotals		Hours Trip Count	1	2	10	31	24				67
		Salary		\$590	\$2,470	\$3,627	\$2,544				\$9,231

**Direct Expenses**

Project:

Project No:

Task:

Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @		/Day	=		
Car Rental	Days @		/Day	=		
Mileage	30 Miles @	\$0.575 @	1 Trips	=	\$17.25	
Subtotal						\$17
622 Reproductions						
Blackline Prints						
34" x 22"		Shts @	\$2.50 /Sht @	Sets =		
36" x 24"		Shts @	\$2.75 /Sht @	Sets =		
42" x 30		Shts @	\$3.25 /Sht @	Sets =		
Other		sf @	\$0.55 /sf @	Sets =		
Mounting Foam Board		Boards @	\$10.00 /ea @			
Printing:						
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	250	Originals @	\$0.09 /Sht @	3 Sets =	\$67.50	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =		
11" x 17" B&W	15	Originals @	\$0.18 /Sht @	3 Sets =	\$8.10	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =		
Binding Cost		Sets @	\$2.00 /Set	=		
Laminating		Shts @	\$2.00 /Sht	=		
Scan to file						
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=		
Scan Specs		Originals @	\$0.15 /Sht	=		
Scan Drawings		Originals @	\$1.50 /Sht	=		
Subtotal						\$76
623 Models/Renderings/Photos		Shots @	/Shot			
624 Telephone	25 Calls @	\$3.00 /Call				\$75
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	3 Mailings @	\$5.00 /Mailing	(Standard)			\$15
628 Postage	2 Mailings @	\$25.00 /Mailing	(Overnight)			\$50
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$233



## Parkhill, Smith & Cooper, Inc.

### Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 10, 2021

Prepared By: Sam Wyatt  
Principal: Mike Ramirez  
Project Manager: Sam Wyatt

Project Name: Reese Tech Center 2020 EDA Grant  
Project Number: 01-3733-20  
Task/Discipline: SRVY  
Projected Start Date: March 8, 2021

Fee (Revenue) Type: \_\_\_\_\_  
Markup on Direct Expenses: 15.00%  
Markup on Reimbursables: 15.00%

#### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$7,230  
  
Direct Consultants: \_\_\_\_\_  
  
Direct Expenses: \$848  
  
Reimbursable Consultants: \_\_\_\_\_  
  
Reimbursable Expenses: \_\_\_\_\_  
  
**Total Fee: \$8,205**

#### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$7,230  
  
Directs: \$975  
  
Subtotal: \$8,205  
  
Reimburables: \_\_\_\_\_  
  
**Total Fee: \$8,205**

 **\$8,200**

Category			1	2	3	4	5	6	7	8	Total
			CivilStructural	CivilStructural	CivilStructural	CivilStructural	CivilStructural				
			Civil - PM - PL V	Surveyor - PL II	Surveying Technician - SS II	Surveying Technician - SS II	Civil Engineering Student - SS I				
			Hourly/Billing Rate	\$118.00	\$127.00	\$111.00	\$160.00				
			Resource (Employee) Name (Blank if not known)	SWW	CDS	JAH	FE	AD			
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Travel		2		2	2						4
Fieldwork				16	16						32
Survey Report/Project Management			5				12				17
Labor Subtotals			Hours	5	18	18		12			53
			Salary	\$900	\$2,124	\$2,286		\$1,920			\$7,230

**Direct Expenses**

Project:

Project No:

Task:

Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @		/Day	=		
Car Rental	Days @		/Day	=		
Mileage	30 Miles @	\$0.575 @	2 Trips	=	\$34.50	
Subtotal						\$35
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @		Sets =		
36" x 24"	Shts @	\$2.75 /Sht @		Sets =		
42" x 30	Shts @	\$3.25 /Sht @		Sets =		
Other	sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @		Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @		Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @		Sets =		
Binding Cost	Sets @	\$2.00 /Set		=		
Laminating	Shts @	\$2.00 /Sht		=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=		
Scan Specs	Originals @	\$0.15 /Sht		=		
Scan Drawings	Originals @	\$1.50 /Sht		=		
Subtotal						
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	Calls @	/Call				
625 Meals	2 Days @	2 Men @	\$30.00 /Man-day			\$120
626 Field Supplies						
628 Postage	Mailings @	/Mailing (Standard)				
628 Postage	Mailings @	/Mailing (Overnight)				
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						\$693
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$848

**BOARD REPORT ITEM #2021-0324-078**

**BOARD OF DIRECTORS  
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)  
March 24, 2021**

**Item to Be Considered:**

Approve Agreement for Professional Services for EDA Grant with Parkhill

**Previous Board Action:**

- a. On February 26, 2020, the Board awarded engineering services for the EDA grant to Parkhill, Smith, & Cooper

**Statement of Pertinent Facts:**

- b. On February 11, 2021, the U.S. Department of Commerce officially awarded the grant for airfield improvements to the LRRRA
- c. Management of the grant requires professional services to provide design, bid, and construction services for this project
- d. An agreement between LRRRA and Parkhill must be executed for these professional services
- e. Joe Rapier will recuse himself from this vote and a recusal affidavit is attached

**Advice Opinions Recommendations and Motion:**

If the Board of Directors concurs, the following motion is in order:

“Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby authorizes the Executive Director to execute an agreement for EDA grant professional services with Parkhill, pending final negotiations of appropriate terms and conditions, on the 24<sup>th</sup> day of March 2021.”

Approved by:

\_\_\_\_\_  
Joseph R. Rapier – Board President

ATTEST:

\_\_\_\_\_  
LRRRA Board Member

**AGENDA ITEM 9**  
**EXECUTIVE SUMMARY**  
**PEOPLE'S BANK ACCOUNT AGREEMENT**

Staff is requesting Board approval to execute an Account Agreement and Corporate Authorization Resolution for the purpose of managing funds for the newly awarded EDA grant for airfield upgrades.

The authorized signatures on this account will include the Executive Director, the Board President, and the Board Vice President.

**BOARD REPORT ITEM #2021-0324-079**

**BOARD OF DIRECTORS  
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)  
March 24, 2021**

**Item to Be Considered:**

Consider New Checking Account at People's Bank for EDA Grant

**Previous Board Action:**

- a. Previously, when LRRRA has been awarded a grant, the Board has approved the opening of a new checking account for the management of grant funds

**Statement of Pertinent Facts:**

- b. On February 11, 2021, the U.S. Department of Commerce officially awarded the grant for airfield improvements to the LRRRA
- c. In order to manage the grant funds, LRRRA will create a new checking account at People's Bank
- d. An Account Agreement and Corporate Authorization Resolution will be executed
- e. Todd McKee will recuse himself from this vote and a recusal affidavit is attached

**Advice Opinions Recommendations and Motion:**

If the Board of Directors concurs, the following motion is in order:

"Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby approves the opening of a checking account at People's Bank and the execution of an Account Agreement and Corporate Authorization Resolution for EDA grant funds management, on the 24<sup>th</sup> day of March 2021."

Approved by:

\_\_\_\_\_  
Joseph R. Rapier – Board President

ATTEST:

\_\_\_\_\_  
LRRRA Board Member

ITEM 10

LRRA  
Legislation Changes  
- Discussion -

## CASH BALANCES - FEBRUARY 28, 2021

	1/31/2021	2/28/2021	Change
General Fund Bank Accounts	\$ 3,221,576.00	\$ 3,223,536.00	\$ 1,960.00
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
Capital Maintenance - Designated	\$ 855,000.00	\$ 855,000.00	\$ -
Petty Cash	\$ 100.00	\$ 100.00	\$ -
<b>Total Cash</b>	<b>\$ 4,076,676.00</b>	<b>\$ 4,078,636.00</b>	<b>\$ 1,960.00</b>
Accounts Receivable - G/F	\$ 214,796.00	\$ 158,162.00	\$ (56,634.00)
Accounts Receivable - F/O	\$ 13,700.00	\$ 14,457.00	\$ 757.00
<b>Total Accounts Receivable</b>	<b>\$ 228,496.00</b>	<b>\$ 172,619.00</b>	<b>\$ (55,877.00)</b>
<b>Total Cash &amp; Accounts Receivable</b>	<b>\$ 4,305,172.00</b>	<b>\$ 4,251,255.00</b>	<b>\$ (53,917.00)</b>

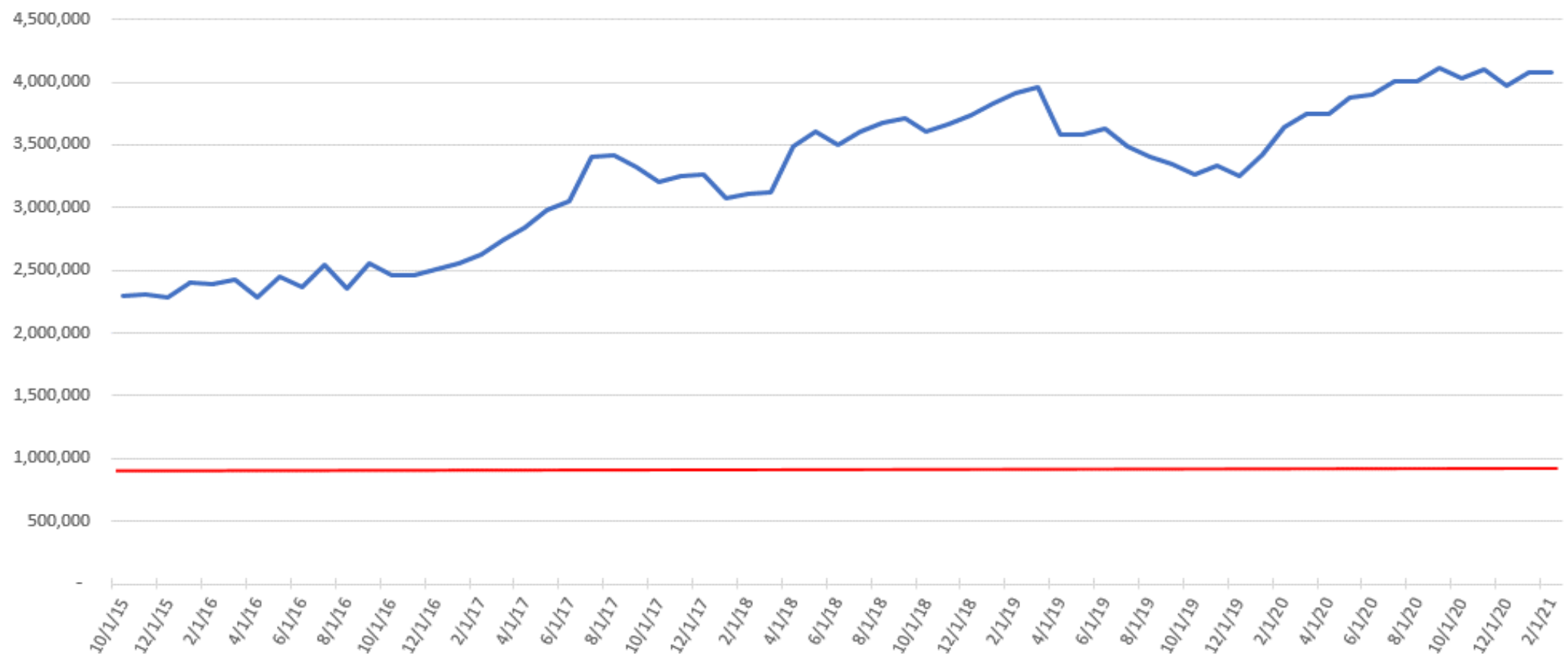
### Aged Accounts Receivable as of 02/28/2021

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
161,864.50	8,377.00	2,432.62	(165.89)	110.60	172,618.83

### Aged Accounts Receivable as of 03/18/2021

28,449.83	661.66	49.55	49.55	110.60	29,321.19
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**LRRA Available Cash**  
**OCTOBER 2015 - FEBRUARY 2021**



## FINANCIAL HIGHLIGHTS - FEBRUARY 2021

DESCRIPTION	Month G/F	Month F/O	Month's Total	YTD G/F	YTD F/O	YTD Total
Operating Revenue	\$ 259,864	\$ 15,622	\$ 275,486	\$ 1,217,057	\$ 75,676	\$ 1,292,733
Other Revenue - Usage Fees	\$ 18,608	\$ 2,100	\$ 20,708	\$ 100,129	\$ 11,155	\$ 111,284
Total Revenue	\$ 278,472	\$ 17,722	\$ 296,194	\$ 1,317,186	\$ 86,831	\$ 1,404,017
Expenses	\$ 160,481	\$ 12,856	\$ 173,337	\$ 827,434	\$ 57,609	\$ 885,043
Net Income BPSID	\$ 117,991	\$ 4,866	\$ 122,857	\$ 489,752	\$ 29,222	\$ 518,974
Interest Income - Plus	\$ 777	\$ -	\$ 777	\$ 4,167	\$ -	\$ 4,167
Depreciation - Less	\$ (45,445)	\$ (2,550)	\$ (47,995)	\$ (227,226)	\$ (12,751)	\$ (239,977)
Net Income	\$ 73,323	\$ 2,316	\$ 75,639	\$ 266,693	\$ 16,471	\$ 283,164

### EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

6-ACRE LAYDOWN - PAVING - 3rd & FINAL DRAW

85,600.00

CAPITALIZED EXPENSE

BLDG # 92 LIGHTS

11,550.00

EXPENSE

**\$ 97,150.00**

## LUBBOCK REESE REDEVELOPMENT AUTHORITY

Balance Sheet  
As of 2/28/2021

(In Whole Numbers)

	General Fund	Fiber Optic Fund	Total
<b>ASSETS</b>			
CASH	3,223,636	0	3,223,636
DESIGNATED-CAPITAL MAINT	610,000	0	610,000
WATER INFRASTRUCTURE RESERVE	245,000	0	245,000
INVESTMENTS	0	0	0
ACCOUNTS RECEIVABLE	158,162	14,457	172,619
ALLOWANCE FOR DOUBTFUL	0	0	0
INTERFUND TRANSFERS	0	0	0
NOTES RECEIVABLE	0	0	0
CONSTRUCTION IN PROGRESS	360,730	0	360,730
PROPERTY AND EQUIPMENT, NET	6,668,554	129,451	6,798,005
OTHER ASSETS	183,591	20,444	204,035
<b>Total ASSETS</b>	<b>11,449,672</b>	<b>164,352</b>	<b>11,614,024</b>
<b>LIABILITIES</b>			
ACCOUNTS PAYABLE	18,856	490	19,346
ACCRUED EXPENSES	60,193	3,958	64,151
DEFERRED REVENUE	240,815	15,010	255,825
NET PENSION LIABILITIES	8,337	0	8,337
NOTES PAYABLE	10,032	0	10,032
INTERFUND TRANSFERS	0	0	0
REFUNDABLE DEPOSITS	33,787	223	34,010
OTHER LIABILITIES	(12,179)	0	(12,179)
<b>Total LIABILITIES</b>	<b>359,841</b>	<b>19,681</b>	<b>379,523</b>
<b>FUND EQUITY</b>			
BEGINNING OF PERIOD	11,771,504	(820,166)	10,951,338
YEAR TO DATE EARNINGS	266,694	16,470	283,164
<b>Total FUND EQUITY</b>	<b>12,038,197</b>	<b>(803,696)</b>	<b>11,234,502</b>
<b>TOTAL LIABILITY AND FUND</b>	<b>12,398,039</b>	<b>(784,015)</b>	<b>11,614,024</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY  
 From 10/1/2020 Through 2/28/2021

*(In Whole Numbers)*

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING REVENUES	1,317,186	86,830	1,404,017
OPERATING EXPENSES	1,054,660	70,360	1,125,020
<b>OPERATING INCOME(LOSS)</b>	<b><u>262,526</u></b>	<b><u>16,470</u></b>	<b><u>278,997</u></b>
NONOPERATING INTEREST INCOME	4,167	0	4,167
NET NONOPERATING REVENUES	4,167	0	4,167
<b>INCREASE (DECREASE) IN FUND EQUITY</b>	<b><u>266,694</u></b>	<b><u>16,470</u></b>	<b><u>283,164</u></b>
<b>FUND EQUITY, BEGINNING</b>	<b>11,771,504</b>	<b>(820,166)</b>	<b>10,951,338</b>
<b>FUND EQUITY, ENDING</b>	<b>12,038,197</b>	<b>(803,696)</b>	<b>11,234,502</b>

## LUBBOCK REESE REDEVELOPMENT AUTHORITY

## SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2020 Through 2/28/2021

*(In Whole Numbers)*

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
LEASES	880,633	0	880,633
USAGE FEES	100,129	11,155	111,284
PBT CAM FEES	300,120	0	300,120
CONTRACT SERVICES	14,653	0	14,653
FIBER OPTIC/WIRELESS INCOME	0	75,676	75,676
<b>TOTAL OPERATING REVENUE</b>	<b><u>1,295,535</u></b>	<b><u>86,830</u></b>	<b><u>1,382,366</u></b>
UTILITY FRANCHISE FEES	21,651	0	21,651
<b>TOTAL REVENUES</b>	<b><u>1,317,186</u></b>	<b><u>86,830</u></b>	<b><u>1,404,017</u></b>

# LUBBOCK REESE REDEVELOPMENT AUTHORITY

Statement of Revenues and Expenditures  
From 10/1/2020 Through 2/28/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING EXPENSES			
SALARIES & TAXES	314,509	0	314,509
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	54,924	0	54,924
INSURANCE - PROPERTY & GENERAL LIABILITY	71,083	3,741	74,824
ADMINISTRATIVE EXPENSES	3,777	0	3,777
GENERAL OFFICE EXPENSES	29,271	1,571	30,842
ACCTG. & AUDITING SERVICES	471	0	471
COMPUTER SOFTWARE & MAINT.	0	15,504	15,504
INTERNET	0	8,474	8,474
LEGAL SERVICES	11,718	0	11,718
NETWORK MAINTENANCE CONTRACT	2,596	0	2,596
TRAINING & TRAVEL	947	0	947
MARKETING EXPENSES	26,670	0	26,670
OPERATIONS - GROUND MAINT. AND ENGINEERING CONTRACTS	208,727	0	208,727
UTILITIES	102,739	22,909	125,648
DEPRECIATION EXPENSE	227,226	12,751	239,977
<b>Total OPERATING EXPENSES</b>	<b><u>1,054,660</u></b>	<b><u>64,950</u></b>	<b><u>1,119,609</u></b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 2/1/2021 Through 2/28/2021

## GENERAL FUND

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Current Month Actual vs Budget Variance	YTD Actual	YTD Budget - Original	YTD Actual vs Budget Variance
<b>REVENUES</b>						
Leases	198,360	142,917	55,443	880,633	714,583	166,050
PBT Cam Fees	60,024	60,000	24	300,120	300,000	120
Usage Fees	18,608	20,833	(2,226)	100,129	104,167	(4,038)
Contract Services	0	1,250	(1,250)	14,653	6,250	8,403
Utility Franchise Fees	1,480	2,417	(937)	21,651	12,083	9,567
<b>Total REVENUES</b>	<b>278,471</b>	<b>227,417</b>	<b>51,055</b>	<b>1,317,186</b>	<b>1,137,083</b>	<b>180,103</b>
<b>EXPENSES</b>						
Salaries & Taxes	51,273	64,167	12,894	314,509	320,833	6,325
Benefits - Health, Retirement & Wkr's	9,878	10,742	863	54,924	53,708	(1,216)
Insurance -Property & General Liabilities	14,203	14,583	380	71,083	72,917	1,834
Administrative Expenses	1,227	892	(336)	3,777	6,458	2,681
General Office Expenses	9,683	5,121	(4,562)	29,271	25,604	(3,667)
Accounting & Auditing Services	80	11,833	11,753	471	23,917	23,445
Legal Services	2,295	4,167	1,872	11,718	20,833	9,115
Network Maintenance Contract	463	667	203	2,596	3,333	737
Training & Travel	0	708	708	947	3,542	2,594
Marketing Expenses	5,540	4,250	(1,290)	26,670	21,250	(5,420)
Operations	46,223	41,250	(4,973)	208,727	206,250	(2,477)
Utilities	19,615	17,417	(2,198)	102,739	91,083	(11,656)
<b>Total EXPENSES</b>	<b>160,481</b>	<b>175,796</b>	<b>15,315</b>	<b>827,434</b>	<b>849,729</b>	<b>22,295</b>
<b>NIBPSID</b>	<b>117,991</b>	<b>51,621</b>	<b>66,370</b>	<b>489,752</b>	<b>287,354</b>	<b>202,398</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	777	542	236	4,167	2,708	1,459
<b>Total NON OPERATING REVENUE</b>	<b>777</b>	<b>542</b>	<b>236</b>	<b>4,167</b>	<b>2,708</b>	<b>1,459</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(45,445)	(47,083)	1,638	(227,226)	(235,417)	8,191
<b>Total DEPRECIATION</b>	<b>(45,445)</b>	<b>(47,083)</b>	<b>1,638</b>	<b>(227,226)</b>	<b>(235,417)</b>	<b>8,191</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>73,323</b>	<b>5,079</b>	<b>68,244</b>	<b>266,694</b>	<b>54,646</b>	<b>212,048</b>

**GENERAL FUND**

**Explanation of Significant Budget Variances**

**2021 FEBRUARY**

	Month Variance	YTD Variance	Explanations	Projected Outcome at Year End
Revenues, Leases	\$ 55,443	\$ 166,050	Budgeted less monies due to potential loss of ZACHRY	Year End is expected to be over budget.
Revenues, Contract Services	\$ (1,250)	\$ 8,403	More events than anticipated for YTD	Year End is expected to on budget.
Revenues, Utility Franchise Fees	\$ (937)	\$ 9,567	SPEC paid a Share Refund - Capital Credit 4,375.67 - NOVEMBER	Year End is expected to be on budget.
Expenses, Salaries & Taxes	\$ 12,894	\$ 6,325	Incentive Pay for Quarter has not been paid	Year End is expected to be on budget.
Expenses, General Office Expenses	\$ (4,562)	\$ (3,667)	Annual Maintenance and Support Plan for Accounting Software	Year End is expected to be on budget.
Expenses, Accounting & Auditing Services	\$ 11,753	\$ 23,445	Audit costs have not been billed this year	Year End is expected to be on budget.
Expenses, Marketing Expenses	\$ (1,290)	\$ (5,420)	Annual website maintenance & EDC Program purchased	Year End is expected to be on budget.
Expenses, Operations	\$ (4,973)	\$ (2,477)	Difficult to predict when something will need repairing	Year End is expected to be over budget.

## ***FIBER OPTIC OPERATING FUND***

*(In Whole Numbers)*

	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Current Month Actual vs Budget Variance</b>	<b>YTD Actual</b>	<b>YTD Budget - Original</b>	<b>YTD Actual vs Budget Variance</b>
<b>REVENUES</b>						
Usage Fees	2,100	2,500	(400)	11,155	12,500	(1,345)
Fiber Optic/Wireless Income	15,622	15,833	(211)	75,676	79,167	(3,491)
<b>Total REVENUES</b>	<b>17,722</b>	<b>18,333</b>	<b>(611)</b>	<b>86,830</b>	<b>91,667</b>	<b>(4,836)</b>
<b>EXPENSES</b>						
Insurance -Property & General Liabilities	748	750	2	3,741	3,750	9
General Office Expenses	314	317	3	1,571	1,583	13
Computer Software & Maintenance	2,941	3,417	476	15,504	17,083	1,579
Internet	1,695	1,833	139	8,474	9,167	693
Building Maintenance & Repairs	1,067	833	(234)	5,410	4,167	(1,244)
Utilities	6,091	5,142	(950)	22,909	25,708	2,800
<b>Total EXPENSES</b>	<b>12,856</b>	<b>12,292</b>	<b>(564)</b>	<b>57,609</b>	<b>61,458</b>	<b>3,849</b>
<b>NIBPSID</b>	<b>4,867</b>	<b>6,042</b>	<b>(1,175)</b>	<b>29,221</b>	<b>30,208</b>	<b>(987)</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(2,550)	(3,500)	950	(12,751)	(17,500)	4,749
<b>Total DEPRECIATION</b>	<b>(2,550)</b>	<b>(3,500)</b>	<b>950</b>	<b>(12,751)</b>	<b>(17,500)</b>	<b>4,749</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>2,316</b>	<b>2,542</b>	<b>(225)</b>	<b>16,470</b>	<b>12,708</b>	<b>3,762</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 2/1/2021 Through 2/28/2021

**COMBINED FUNDS**

(In Whole Numbers)

	Current Month Actual	Current Period Month	Current Month Budget	YTD Actual	YTD Budget	YTD Budget Variance
<b>REVENUES</b>						
Leases	198,360	142,917	55,443	880,633	714,583	166,050
PBT Cam Fees	60,024	60,000	24	300,120	300,000	120
Usage Fees	20,708	23,333	(2,625)	111,284	116,667	(5,383)
Contract Services	0	1,250	(1,250)	14,653	6,250	8,403
Utility Franchise Fees	1,480	2,417	(937)	21,651	12,083	9,567
Fiber Optic/Wireless Income	15,622	15,833	(211)	75,676	79,167	(3,491)
<b>Total REVENUES</b>	<b>296,194</b>	<b>245,750</b>	<b>50,444</b>	<b>1,404,017</b>	<b>1,228,750</b>	<b>175,267</b>
<b>EXPENSES</b>						
Salaries & Taxes	51,273	64,167	12,894	314,509	320,833	6,325
Benefits - Health, Retirement & Wkr's	9,878	10,742	863	54,924	53,708	(1,216)
Insurance -Property & General Liabilities	14,950	15,333	383	74,824	76,667	1,843
Administrative Expenses	1,227	892	(336)	3,777	6,458	2,681
General Office Expenses	9,997	5,438	(4,559)	30,842	27,188	(3,655)
Accounting & Auditing Services	80	11,833	11,753	471	23,917	23,445
Computer Software & Maintenance	2,941	3,417	476	15,504	17,083	1,579
Internet	1,695	1,833	139	8,474	9,167	693
Legal Services	2,295	4,167	1,872	11,718	20,833	9,115
Network Maintenance Contract	463	667	203	2,596	3,333	737
Training & Travel	0	708	708	947	3,542	2,594
Marketing Expenses	5,540	4,250	(1,290)	26,670	21,250	(5,420)
Operations	46,223	41,250	(4,973)	208,727	206,250	(2,477)
Building Maintenance & Repairs	1,067	833	(234)	5,410	4,167	(1,244)
Utilities	25,706	22,558	(3,148)	125,648	116,792	(8,857)
<b>Total EXPENSES</b>	<b>173,337</b>	<b>188,087</b>	<b>14,751</b>	<b>885,043</b>	<b>911,187</b>	<b>26,144</b>
<b>NIBPSID</b>	<b>122,857</b>	<b>57,663</b>	<b>65,195</b>	<b>518,973</b>	<b>317,563</b>	<b>201,411</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	777	542	236	4,167	2,708	1,459
<b>Total NON OPERATING REVENUE</b>	<b>777</b>	<b>542</b>	<b>236</b>	<b>4,167</b>	<b>2,708</b>	<b>1,459</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(47,995)	(50,583)	2,588	(239,977)	(252,917)	12,940
<b>Total DEPRECIATION</b>	<b>(47,995)</b>	<b>(50,583)</b>	<b>2,588</b>	<b>(239,977)</b>	<b>(252,917)</b>	<b>12,940</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>75,639</b>	<b>7,621</b>	<b>68,018</b>	<b>283,164</b>	<b>67,354</b>	<b>215,810</b>

## MONTHLY & YTD COMPARISONS OF CURRENT & PRIOR YEAR'S ACTUALS

(In Whole Numbers)

	Current Month	Prior Year		Prior Year YTD		
	Actual	Actual	Variance	YTD Actual	Actual	Variance
<b>REVENUES</b>						
Leases	198,360	166,470	31,890	880,633	832,750	47,883
PBT Cam Fees	60,024	60,276	(252)	300,120	300,139	(19)
Usage Fees	20,708	19,364	1,344	111,284	119,071	(7,787)
Contract Services	0	0	0	14,653	4,303	10,350
Utility Franchise Fees	1,480	2,773	(1,293)	21,651	17,026	4,625
Insurance Proceeds	0	0	0	0	1,425	(1,425)
Fiber Optic/Wireless Income	15,622	14,606	1,016	75,676	73,727	1,949
<b>Total REVENUES</b>	<b>296,194</b>	<b>263,489</b>	<b>32,705</b>	<b>1,404,017</b>	<b>1,348,441</b>	<b>55,576</b>
<b>EXPENSES</b>						
Salaries & Taxes	51,273	49,409	1,864	314,509	280,705	33,804
Benefits - Health, Retirement & Wkr's	9,878	10,420	(542)	54,924	49,548	5,376
Insurance -Property & General Liabilities	14,950	14,689	261	74,824	73,446	1,378
Administrative Expenses	1,227	492	735	3,777	5,245	(1,468)
General Office Expenses	9,997	4,492	5,505	30,842	21,957	8,885
Accounting & Auditing Services	80	24,576	(24,496)	471	28,941	(28,470)
Computer Software & Maintenance	2,941	2,865	76	15,504	15,673	(169)
Internet	1,695	3,029	(1,334)	8,474	15,143	(6,669)
Legal Services	2,295	3,017	(722)	11,718	16,844	(5,126)
Network Maintenance Contract	463	501	(38)	2,596	3,228	(632)
Training & Travel	0	129	(129)	947	4,442	(3,495)
Marketing Expenses	5,540	5,983	(443)	26,670	28,854	(2,184)
Operations	46,223	39,388	6,835	208,727	195,474	13,253
Building Maintenance & Repairs	1,067	1,540	(473)	5,410	6,413	(1,003)
Utilities	25,706	23,424	2,282	125,648	110,432	15,216
<b>Total EXPENSES</b>	<b>173,337</b>	<b>183,953</b>	<b>(10,616)</b>	<b>885,043</b>	<b>856,345</b>	<b>28,698</b>
<b>NIBPSID</b>	<b>122,857</b>	<b>79,536</b>	43,321	<b>518,973</b>	<b>492,096</b>	26,877
<b>NON OPERATING REVENUE</b>						
Interest Income	777	2,875	(2,098)	4,167	15,287	(11,120)
<b>Total NON OPERATING REVENUE</b>	<b>777</b>	<b>2,875</b>	<b>(2,098)</b>	<b>4,167</b>	<b>15,287</b>	<b>(11,120)</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(47,995)	(43,395)	(4,600)	(239,977)	(216,068)	(23,909)
<b>Total DEPRECIATION</b>	<b>(47,995)</b>	<b>(43,395)</b>	<b>(4,600)</b>	<b>(239,977)</b>	<b>(216,068)</b>	<b>(23,909)</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>75,639</b>	<b>39,016</b>	<b>36,623</b>	<b>283,164</b>	<b>291,315</b>	<b>(8,151)</b>

**Managements Response to FY2020 Auditors' Internal Control Matters**

**AUDITORS' COMMENT**

**MANAGEMENTS' RESPONSE**

AUDITORS' COMMENT	MANAGEMENTS' RESPONSE
<p><b>Significant Deficiency</b></p> <p>An hourly employee was overpaid \$.56/hour, which resulted in an \$865.82 overpayment for the fiscal year.</p>	<p>This instance concerns the Administrative Assistant. When an employee is hired and set up on payroll, the Accounting Manager relies on the offer letter, which stipulates pay, to set them up. In this instance the Executive Director was out of town and the Accounting Manager relied on a verbal pay rate from the Administrative Coordinator. The Administrative Coordinator told the Accounting Manager the rate of pay was the same as the previous Administrative Assistant's rate of pay (what she meant was his rate of pay when he was first hired); what the Accounting Manager heard was his current rate of pay. This was a communication error. Going forward, the Accounting Manager will only set up employee payroll using the offer letter.</p>



## Reese Technology Center

Published by Lacy Elliott · March 1 at 10:30 AM ·

We are excited to announce that our Mgr of Business Development, Donald Provost, has been recognized by @CoStarUS as a 2020 #CoStarPowerBroker for closing some of the highest transaction volume in the Lubbock market!

Learn more about this industry award:

<https://www.costarpowerbrokers.com/winners/>



321  
People Reached

144  
Engagements



## Reese Technology Center

Published by Lacy Elliott · 32m ·

Meet Reese's New Customer: [WillScot](#)

North America's leading site solution provider, WillScot provides businesses and organizations the temporary space they need to learn, live, recover, work and play. Their product line includes the industry's largest inventory of mobile office trailers, portable classrooms, modular complexes, panelized modular units and portable storage containers – all of them clean, modern, quality built and ready to work.

<http://www.reesetechnologycenter.com/.../willscot.../>



0  
People Reached

0  
Engagements

Boost Post



**Reese Technology Center**  
 Published by Lacy Elliott · March 15 at 4:22 PM ·

We are happy to announce that [Rhodes USA](#) is now at Reese Technology Center. Rhodes USA offers full turnkey construction services throughout the US and beyond. Services include: design, manufacturing, supply and construction capabilities as well as in-house civil, structural, and architectural engineering.



431  
People Reached

68  
Engagements

Boost Again



**Reese Technology Center**  
 Published by Lacy Elliott · March 15 at 4:06 PM ·

Reese Welcomes its Newest Customer, [Rhodes USA](#). Its parent company, Rhodes Group, is a global manufacturer of building components headquartered in Australia. For their first expansion into the United States, [Rhodes USA](#) chose Reese Technology Center in Lubbock, TX. Read the full press release:  
<http://www.reesetechnologycenter.com/.../reese-welcomes.../>  
[#relocatetoreese](#)  
[#economicdevelopment](#)



186  
People Reached

59  
Engagements

Boost Post



## Reese Technology Center

Published by Lacy Elliott · 5h ·



The [U.S. Economic Development Administration](#) has awarded a grant to Reese Technology Center for airfield improvements and security enhancements. These upgrades will support manufacturing and tech-based job growth in the region. Reese would like to thank the [South Plains Association of Governments](#) for making it happen!

[#economicdevelopment](#)

[#relocatetoreese](#)

<http://www.reesetechnologycenter.com/2021/03/18/7858/>



60

People Reached

4

Engagements

Boost Post

## MARCH 2021 – EVENTS & ACTIVITIES

	DATE	EVENT
<b>MARCH</b>	March 25, 2021	TML Virtual Region 3 Meeting – Legislative Session
<b>LOOKING AHEAD</b>		
<b>APRIL</b>	April 20, 2021	Salute to Ag Luncheon
	April 28, 2021	LRRA Board of Directors Meeting