

**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, April 28, 2021

Time: 8:00 a.m.

Place: Reese Technology Center, LRRRA Board Room, 9801 Reese Blvd, Suite 200, 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 – USAF AFCEC PFAS Update	TAB 2	Paul Carroll
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"> • 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 c. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.071, Consultation with Attorney.	TAB 3	John Tye Murvart Musa Don Provost Joe Rapier Murvart Musa Darrell Guthrie

4. Action Item – Consider the Minutes of the March 24, 2021 Board of Directors Meeting.	TAB 4	Joe Rapier
5. Action Item – Consider Lease for Stonewall Fabrication and Construction LLC, Building 89	TAB 5	Don Provost
6. Action Item – Consider Completion of Sale of Golf Course Property	TAB 6	Murvat Musa
7. Action Item – Consider Updates to LRRRA Employee Personnel Policy Manual	TAB 7	Murvat Musa
8. Action Item – Consider Manager of Business Development Incentive Pay Plan FY2021	TAB 8	Joe Rapier
9. Action Item – Consider Award of Bid for Tree Removal in Former Housing to Hildebrandt Tree Tech	TAB 9	Murvat Musa
10. Discussion Item – Risk Management Review	TAB 10	Murvat Musa
11. Discussion Item – LRRRA Legislation Changes - Update	TAB 11	Murvat Musa
12. Discussion Item – Financial Reports and Make Ready Cost Reporting	TAB 12	Sandy Hamilton
13. Discussion Item – Marketing Report	TAB 13	Lacy Elliott
14. Discussion Item – Reese Events & Activities	TAB 14	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, April 23, 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

USAF
AFCEC
PFAS UPDATE

by Paul Carroll

ITEM 3

EXECUTIVE SESSION

Information to be provided at
meeting
(if applicable)

Lubbock Reese Redevelopment Authority

Board Meeting Minutes

March 24, 2021

The Lubbock Reese Redevelopment Authority held a regular meeting at 8:00 a.m. Wednesday, March 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.

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

MEMBERS ABSENT: Dewayne Askins

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; Jimmy Pendergrass, CRI CPAs, and Ray Roberts, CRI CPAs, by video conference

Call the meeting to order.

Joe Rapier called the meeting to order at 8:04 a.m.

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

ITEM 2 **Presentation and Discussion Item.** Jimmy Pendergrass, partner at CRI CPAs was present to introduce the auditor, Ray Roberts, who joined by videoconference. Ray presented the LRRR FY2020 Annual Financial Audit and gave the Board the opportunity to ask questions.

ITEM 3 **Hold an Executive Session.** Joe Rapier called the Executive Session to order at 8:20 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

- c. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.071, Consultation with Attorney.

No action was taken in the Executive Session.

Reconvene the Board of Directors Meeting

Joe Rapier adjourned the Executive Session at 9:48 a.m. and reconvened Open Session at 9:58 a.m.

- ITEM 4** **Consider the Minutes of the February 24, 2021 Board of Directors Meeting.**
Action Item – Steve Verett moved to approve the minutes and Todd McKee seconded. The minutes were approved 5-0. Tim Collins was not present for vote.
- ITEM 5** **Consider Approval of Lease for Jesse’s Equipment Sales, LLC, Building 70.** **Action Item** – Todd McKee moved to approve Lease for Jesse’s Equipment Sales, LLC, Building 70; John Tye seconded, and the motion passed 6-0.
- ITEM 6** **Consider Updates to LRRRA Employee Personnel Policy Manual.** **Action Item** – The Board moved to postpone action until the April Board Meeting.
- ITEM 7** **Consider Interlocal Agreement with SPAG for Administrative Service for EDA Grant.**
Action Item – Tim Collins moved to approve the Interlocal Agreement with SPAG for Administrative Service for EDA Grant. Todd McKee seconded, and the motion passed 5-0. Tim Pierce recused himself from the discussion and vote.
- ITEM 8** **Consider Agreement with Parkhill for Engineering/Professional Services for EDA Grant**
Action Item – Tim Pierce moved to approve the agreement with Parkhill for Engineering/Professional Services for EDA Grant. Tim Collins seconded, and the motion passed 5-0. Joe Rapier recused himself from the discussion and vote.

- ITEM 9** **Consider New Checking Account at People’s Bank for EDA Grant** **Action Item** – Steve Verett moved to approve a new checking account at People’s Bank for the EDA Grant. John Tye seconded, and the motion passed 5-0. Todd McKee recused himself from the discussion and vote.
- ITEM 10** **LRRA Legislation Changes – Update** **Discussion Item** - No action required. Murvat Musa updated the Board on the status of the LRRA Legislation Changes.
- ITEM 11** **Financial Reports and Make Ready Cost Reporting.** **Discussion Item** - No action required. Sandra Hamilton presented financial reports for February and relevant make ready costs to the Board.
- ITEM 12** **Marketing Report.** **Discussion Item** – No action required. Lacy Elliott presented various posts as part of our social media campaign to the Board.
- ITEM 13** **Reese Events and Activities.** **Discussion Item** – No action required. Murvat Musa presented Reese activities and upcoming events to the Board.

Adjourn the meeting. Joe Rapier adjourned the meeting at 11:01 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
STONEWALL FABRICATION AND CONSTRUCTION, LLC – B89

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

Stonewall Fabrication and Construction is a new customer to Reese owned by MaCade Gholston, a former Zachry employee. Building 89 provides Stonewall the opportunity to leverage the relationships he has formed here at Reese.

Stonewall Fabrication is a startup business that specializes in fabrication of components related to Power Distribution Centers. MaCade's focus is to capitalize on the business left behind by Zachry in west Texas. To supplement his business, he also plans to fabricate other custom products such as trailers, smokers, and signs. See attached Deal Sheet for other specific details.

Building 89 is currently leased by Zachry at \$2.53 per square foot with lease expiring April 30, 2021. Stonewall's lease is for one year, beginning May 1, 2021 with no option to renew.

The rent is as follows:

Initial Term Lease Years	Total Annual Rent	Total Monthly Payment	Annual Base Rent Per Square Foot Area (6,951 square feet)
Year 1, May 1, 2021 – April 30, 2022	\$27,804.00	\$2,317.00	\$4.00
Total	\$27,804.00		

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

Deal Sheet
Stonewall Fabrication and Construction, LLC. – March 11, 2021
Lease for Building 89
“Subject to Board Approval”

Prospective Tenant:

MaCade Gholson, Owner
Stonewall Fabrication and Construction, LLC
210 Davis Drive, Building 89
Lubbock, TX 79416

Broker:

None

Premises:

Building 89
210 Davis Drive, B89
Lubbock, TX 79416

Company Information:

Stonewall Fabrication and Construction is a new customer to Reese. MaCade Gholson, a former fabrication superintendent for Zachry is starting his own company in hopes of capturing a portion of the business Zachry is leaving behind. MaCade is leveraging over 9 years of experience and good relationships with both large and small business in the region to help procure contracts.

Stonewall Fabrication and Construction Services includes:

- Custom Fabricated PDCs (Power Distributions Centers) – Industrial Buildings (Utility Companies, Power/Chemical Plants and Refineries)
- Custom Fabricated Substation Control Houses – Substation Control Houses quoted and provided Control Houses to all the General Contractors who quote new substation construction projects in the West Texas, Texas Panhandle, Permian Basin, and Eastern New Mexico Regions.
- Structural Steel Fabrication – Capabilities to design and fabricate structural steel including (steel buildings, skids, steel platforms, gratings, etc.)
- Substation Control House on site installs for larger manufactures. (Completed 3 local control house installs for larger manufacturer in the last 6 months)
- Capabilities for onsite construction of structural steel and other projects in industrial environments.
- Fabricating Custom Enclosures, Junction Boxes, Pull Boxes, Supports, Etc.
- CNC Plasma Table capable of cutting steel, aluminum, stainless steel as requested (From heavy corrosive industrial environments to signs and artwork)



Reese Technology Center

Technology ★ Research ★ Engineering ★ Education ★ Manufacturing

- Full fabrication service and experience to build other custom items as requested (Shops, Trailers, Custom Smokers, Fire Pits, Signs, Etc.)

Reese is excited to offer MaCade an opportunity to start a new business and have structured the terms of the lease that both minimizes the risk to Reese and gives him an opportunity to grow his business. MaCade has agreed to pay three months' rent upfront and has secured financing from a bank. This agreement is for one (1) year at \$4.00 per square foot with no option to renew. After the year, we will reassess in hopes of negotiating a longer-term lease. This building is currently leased by Zachry for \$2.53 per square foot.

Financials:

Since Stonewall Fabrication and Construction is a startup company with no financial history, MaCade will pay one month's rent as a security deposit and pay two months rent in advance, at the signing of this agreement, for a total of \$6,951.

Permitted Uses:

Tenant may use the premises for the purpose of fabrication and construction services.

Permitted Use of Laydown Areas:

Tenant may use the laydown area that are specifically marked in Exhibit A.

Type of Lease:

Modified Gross Lease

Primary Term for Building 89 (Estimated 6,951 square feet):

Tenant will pay the agreed upon price of \$4.00 per square foot for one (1) year.

Rent is:

Initial Term Lease Years	Total Annual Rent	Total Monthly Payment	Annual Base Rent Per Square Foot Area (6,951 square feet)
Year 1, May 1, 2021 – April 30, 2022	\$27,804.00	\$2,317.00	\$4.00
Total	\$27,804.00		

Renewal Options:

None

Security Deposit:

Tenant will pay one month's rent, \$2,317, as a security deposit.

Reese Technology Center

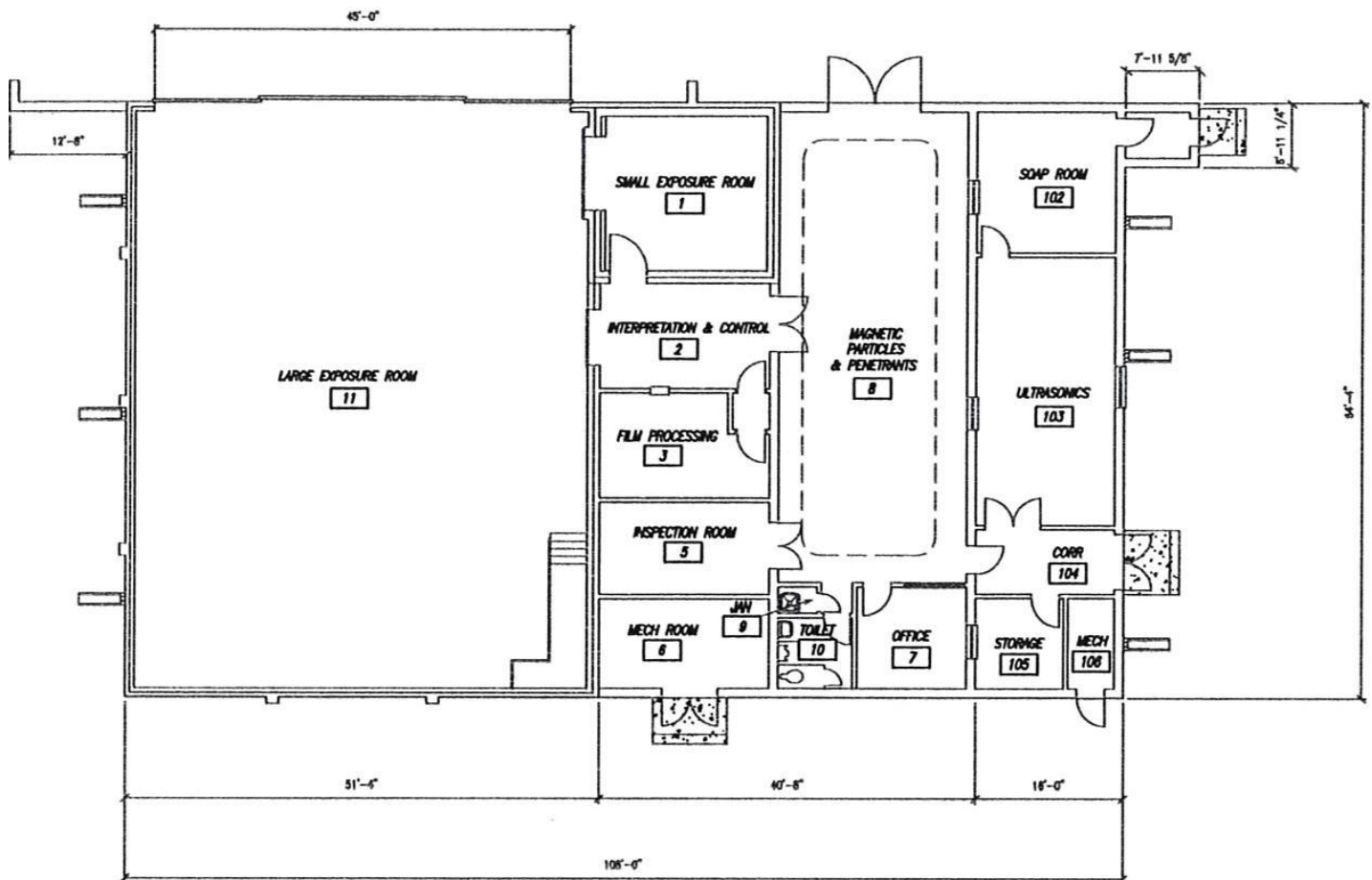
Technology ★ Research ★ Engineering ★ Education ★ Manufacturing

Make-Ready Expenses to Reese:

None

Floor Plan:

HANGAR 89 APPROXIMATELY 6,951 SF

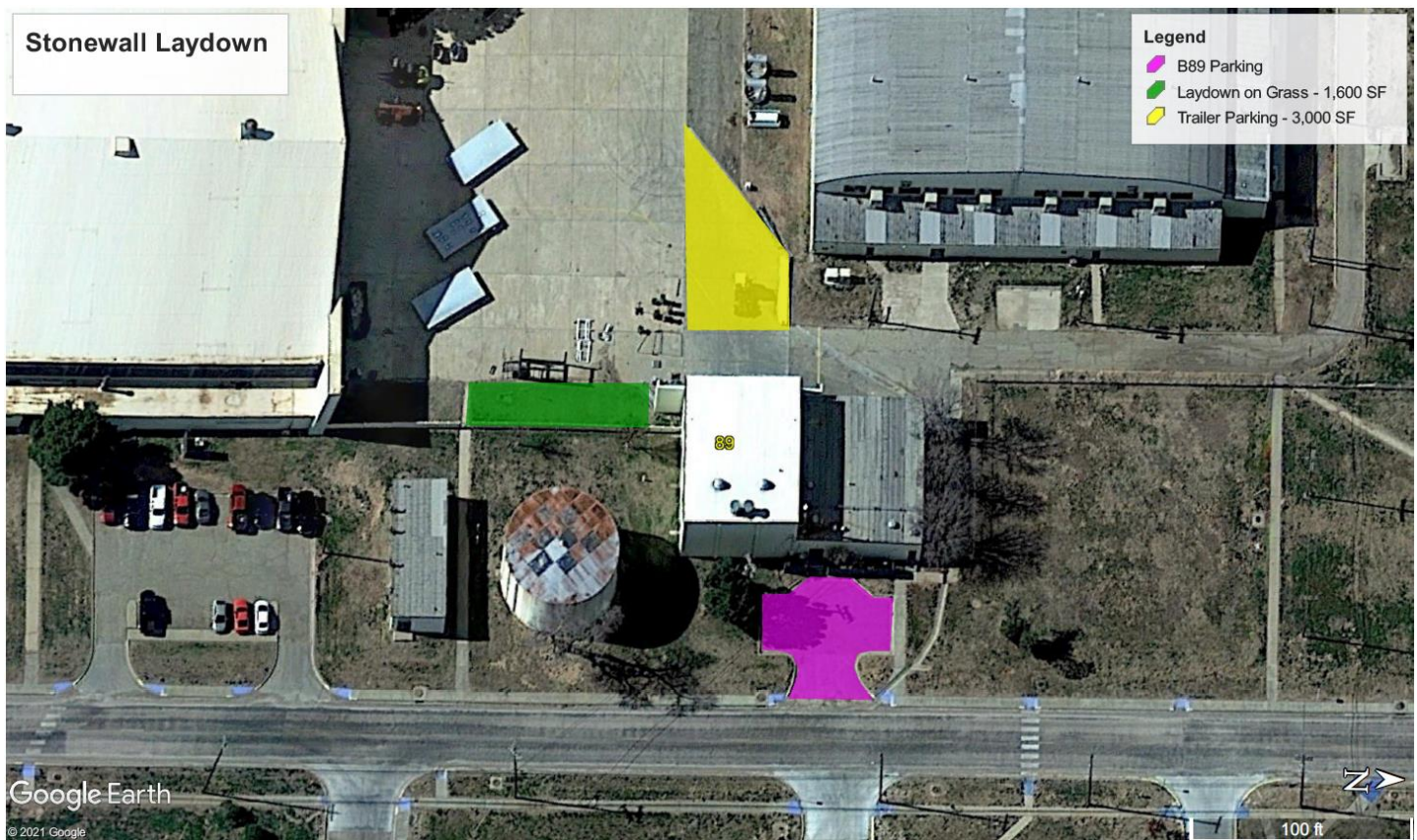


NORTH →

Reese Technology Center

Technology ★ Research ★ Engineering ★ Education ★ Manufacturing

Exhibit A



STANDARD INDUSTRIAL LEASE

BETWEEN

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

AS LANDLORD

AND

**STONEWALL FABRICATION AND CONSTRUCTION, L.L.C., a Texas limited liability
company**

AS TENANT

FOR PREMISES LOCATED AT

Reese Technology Center Hangar No. 89

210 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 STONEWALL FABRICATION AND CONSTRUCTION, L.L.C., a Texas 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: STONEWALL FABRICATION AND CONSTRUCTION, L.L.C., a Texas limited liability company, whose Federal Taxpayer Identification Number _____.

(d) Tenant Address: 210 Davis Drive, Building 89, Lubbock, TX 79416.

(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 210 Davis Drive, Lubbock, Texas 79416, which is commonly known as Building # 89 (a/k/a "Hangar #89"), and identified as the "Premises" on the site plan attached hereto as **Exhibit A** (the "Site Plan"), and containing approximately 6,951 square feet of floor area and associated parking space identified on **Exhibit B** (the "Parking Spaces and Laydown Area"), attached hereto.

(i) Initial Term (Years): One (1) year.

(j) Extensions: N/A.

(k) Option to Extend Term: N/A.

(l) Delivery Date: May 1, 2021.

(m) Commencement Date: May 1, 2021.

(n) Termination Date: April 30, 2022.

(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, Premise's 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:

<u>Initial Term Lease Years</u>	<u>Total Annual Base Rent</u>	<u>Total Monthly Base Rent</u>	<u>Annual Base Rent Per Square Foot of Floor Area of the Premises</u>
May 1, 2021 to April 30, 2022	\$27,804.00	\$2,317.00	\$4.00

(p) **Security Deposit:** \$2,317.00. 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 purpose of fabrication and construction services (collectively, "Permitted Use").

(t) **Right of First Refusal:** N/A.

(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 the first two (2) month’s Base Rent in advance on the Commencement Date. Beginning on July 1, 2021, 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. Rent will be considered past Due and in default if not received by the 10th 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, 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 (10th) 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.

(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 and agrees that the area labeled "Trailer Parking – 3,000 SF" on **Exhibit B** is for the sole purpose of parking trailers. The storage of materials or equipment may be considered a breach of this agreement and subject to the provisions in Section 12.g.

(16) 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 on a vehicle that 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, excluding windows, window glass, plate glass, and doors including garage 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) and 5(a)(15).

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:

Stonewall Fabrication and Construction, LLC
Attn: MaCade Gholson
210 Davis Drive, Building 89
Lubbock, TX 79416
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 effect 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")

STONEWALL FABRICATION AND
CONSTRUCTION, L.L.C.
("Tenant")

By: Joseph R. Rapier, President

By: _____

Date

Date

EXHIBIT A

Site Plan

HANGAR 89 APPROXIMATELY 6,951 SF

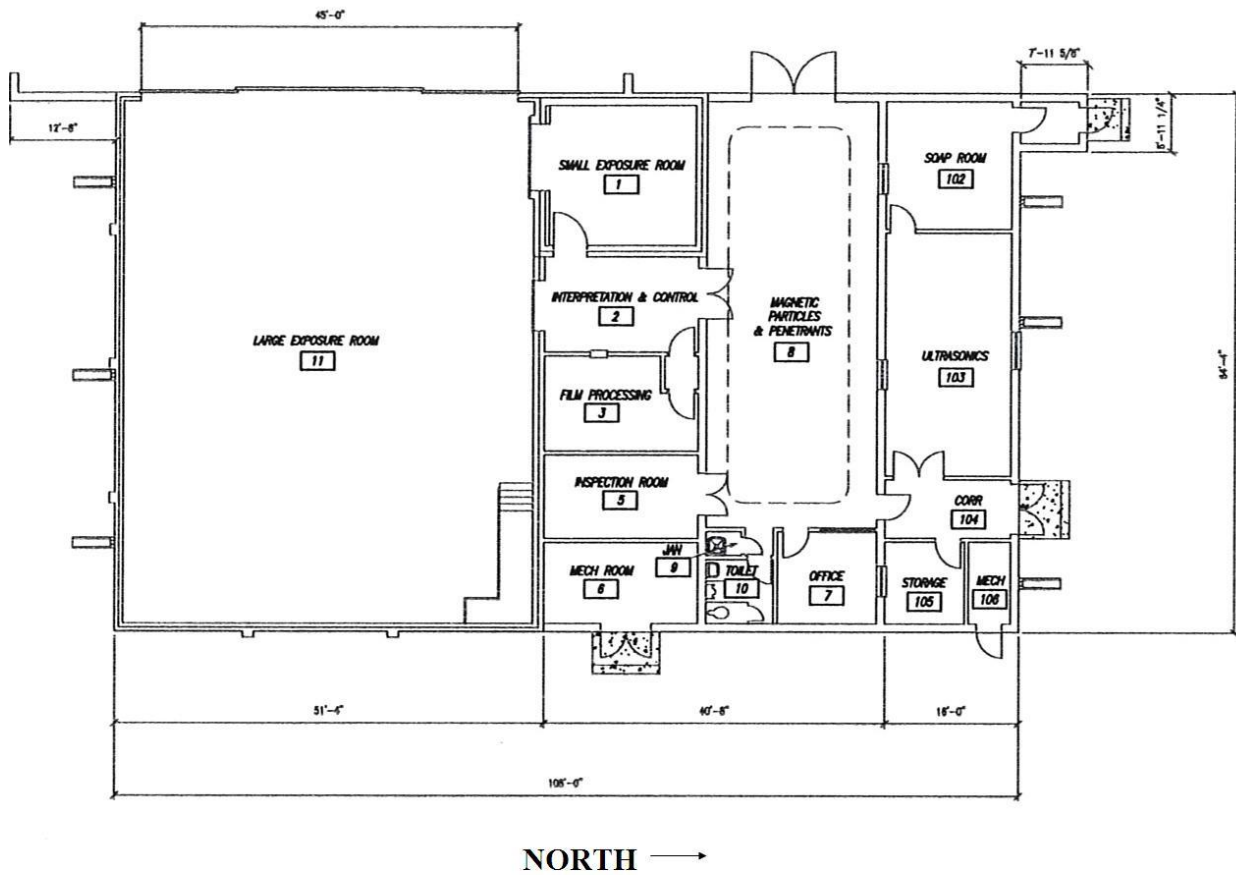


EXHIBIT B

Parking Space and Laydown Area



BOARD ACTION ITEM #2021-0428-080

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRA)
APRIL 28, 2021**

Item to be Considered:

Consider Lease for Stonewall Fabrication and Construction, LLC for B89

Previous Board Action:

None

Statement of Pertinent Facts:

- a. Term: \$4 per square foot for 1 year with no option to renew
- b. The previous tenant was paying \$2.53/SF

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 Stonewall Fabrication and Construction, LLC for Building 89, subject to negotiation of final terms and conditions, on this 28th day of April 2021.”

Joseph R. Rapier, President

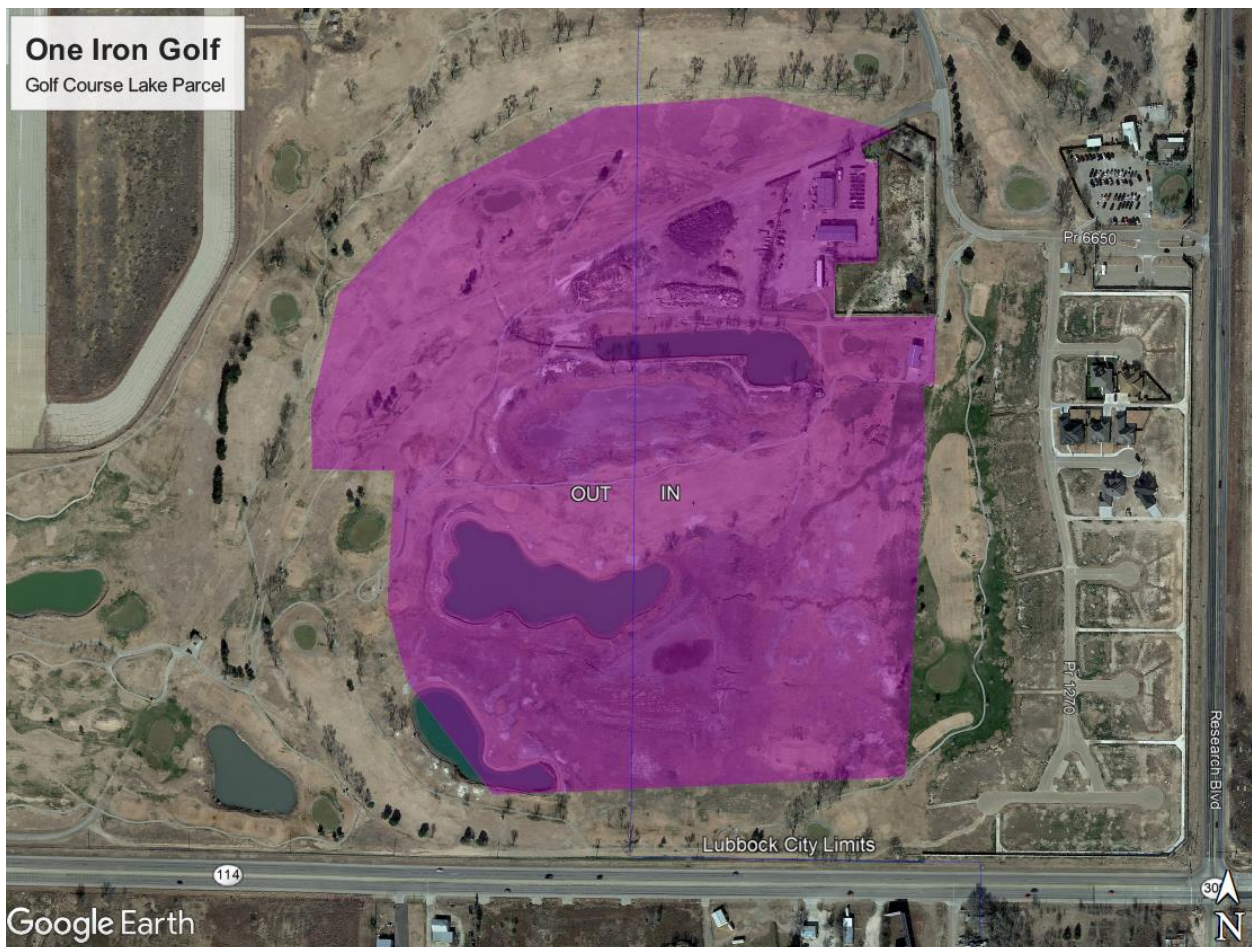
ATTEST:

Board Member

AGENDA ITEM 6

SALE OF GOLF COURSE PROPERTY

It recently came to management's attention that the sale of the golf course property to One Iron Golf/Matlock Development Corporation, which began in 2000, has not yet been completed. Remaining is the transfer of approximately 67.70 acres (26.37 acres known as Landfill 4 and 41.33 acres known as Golf Course Lake). These two parcels were part of a 242.57-acre tract sold to Matlock but were "save and excepted" in the original transaction. There were originally five tracts "save and excepted" (for unresolved environmental issues) in that transaction and while three of them were eventually transferred, these two were not. Below is a map showing the 67.70 acres not yet transferred.



Staff is requesting Board approval to complete the sale of the property by transferring these remaining acres.

BOARD ACTION ITEM #2021-0428-081

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRA)
APRIL 28, 2021**

Item to be Considered:

Consider Completion of Sale of Golf Course Property

Previous Board Action:

The Board approved, in December of 2000, the sale of the golf course property to One Iron Golf/Matlock Development Corporation

Statement of Pertinent Facts:

- a. The tract of land in the original purchase agreement was 242.57 acres
- b. Five tracts were “save and excepted” from the deeds due to environmental issues that were delaying the deed transfer from the USAF to LRRA
- c. Of those five tracts, three were eventually transferred to One Iron Golf
- d. Two tracts were never transferred – totaling 67.70 acres

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 Complete the sale of the Golf Course Property by deeding the two remaining tracts to One Iron Golf, on this 28th day of April 2021.”

Joseph R. Rapier, President

ATTEST:

Board Member

AGENDA ITEM 7
EXECUTIVE SUMMARY
LRRA EMPLOYEE POLICY MANUAL REVISIONS

At the March 24, 2021 Board meeting where we discussed changes to the Employee Policy Manual, concerns arose about requiring Board members to be subject to certain parts of the policy manual, specifically, the section on violence and weapons which does not allow for any employee to carry firearms or any weapon while at work. LRRA counsel has researched this issue and based on that has revised the language to comply with the Texas Government Code, Section 411.209.

Attached is a summary of the revisions made since the March 24 meeting. That is, all the changes presented at the March 24 meeting, except what is presented in the attached, have been incorporated into the manual. A full blackline of the document is also included in this Board Book with changes highlighted in yellow.

To see a full redline and blackline of the manual as presented at last month's board meeting, please refer to your email dated March 19, 2021 with a link to those documents.

Staff is requesting Board approval for these revisions.

Additionally, a question arose concerning Board member liability and insurance coverage. The following is a response to that question by counsel:

Board Member Insurance Coverage (Texas Municipal League Joint Self-Insurance Fund Liability Coverage Document Section VII (Errors and Omissions Coverage))

This coverage is rather standard in that officers and directors are covered for any monetary damages that the board member is "legally obligated to pay for any civil claim or claims because of a wrongful act which occurs during the Fund Year and within the Agreement Territory." Additionally, the policy provides additional coverage for reimbursement of criminal defense expenses up to \$10,000 provided the director is exonerated and arise when the director is acting within the course

and scope of their duties. As is typical, there are exclusions from coverage: personal profit or advantage; remuneration paid in violation of law; dishonesty or fraudulent acts; wrongful act committed intentionally with knowledge of wrongdoing; fiduciary duties relating to public property, funds, bond obligations, and retirement funds; or damages from bodily injury, property damage, advertising injury, personal injury, mental anguish, or mental injury (the latter two are covered if related to alleged violations of a civil right guaranteed by the US Constitution, the Constitution of the State of Texas, or any state or federal statute). While the exclusion related to bodily injury, etc. seems problematic, when combined with the protections afforded by the Texas Tort Claims Act, the policy appears to provide sufficient coverage for board members.

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
EMPLOYEE POLICY MANUAL REVISIONS**

SUMMARY OF REVISIONS - APRIL 28, 2021 (since revisions presented at the 3 24 2021 Board Meeting)

	WAS	IS
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.	Adds the LRRRA Board of Directors will be subject to the following areas of the Policy Manual: Anti-Harassment Policy (Section 3), Code of Conduct (Section 5.6 and Appendix E), Employment of Relatives (Nepotism) (Section 5.8), Personnel Files (Section 6), Smoking Policy (Section 12.4), Drug Free Workplace (Section 12.5), Violence and Weapons (Section 12.6), Pandemic Policy (Section 12.7), Travel and Expense Reimbursement and Use of LRRRA Credit Card (Section 16), Technology, Internet, and Email Use Policy Acknowledgment, and Agreement (Appendix F), only as it pertains to the Board Members use of LRRRA technology, internet, and email.
SECTION 12.6 VIOLENCE AND WEAPONS	LRRRA's policy is to maintain a work environment free of violence and weapons. Accordingly, NO firearms (including concealed weapons for which a person has a valid license to carry) or other weapons are allowed in any LRRRA vehicle, on any of LRRRA premises, in any LRRRA office, unless the possession of such is authorized or required as part of an employee's job duties.	LRRRA's policy is to maintain a work environment free of violence and weapons. Subject to the provisions of Texas Government Code sec. 411.209, no unlawful firearms or other weapons are allowed in any LRRRA vehicle, premises, or office. If an employee is a handgun license holder, they should take specific notice of Texas Penal Code sec. 46.035 provisions relating to institutions of higher education that apply to Texas Tech University and South Plains College premises. Further, Texas Penal Code sec. 46.035(c) makes it unlawful for a handgun license holder to "intentionally, knowingly, or recklessly" carry a handgun in a duly noticed open meeting of the Authority.



**LUBBOCK REESE REDEVELOPMENT AUTHORITY
EMPLOYEE POLICY MANUAL
(as of 03/24/2021)**

DISCLAIMER

This Employee Policy Manual contains important policies, goals and procedures that relate to Lubbock Reese Redevelopment Authority (LRRRA), its Board and its employees. The policies and procedures in this manual and elsewhere are not intended to be, nor are they in any way an employment contract. All employees of LRRRA are employed on an **AT WILL** basis in that both LRRRA and the employee have the right to terminate the employment relationship for any reason or no reason at all, with or without notice.

Nothing in these policies and procedures or any other policies and procedures of LRRRA should be considered to alter in any way the AT WILL employment relationship between LRRRA and employees.

This Employee Policy Manual is intended and does in fact replace other prior employee policy manuals or memos. LRRRA has the right to interpret, change, modify and/or rescind any and all of the policies and procedures at any time with or without notice.

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
EMPLOYEE POLICY MANUAL**

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DOCUMENT REVISION HISTORY

VERSION	DATE	REVISION
v1	3/29/2011	EEO, Harassment, Vacation Leave, Long-term Disability Insurance Benefit
v2	9/25/2013	Amends 5.1 Professional Appearance Adds 5.2 Uniform Policy
v3	2/26/2014	Amends 8.9 Vehicle Use Policy
v4	11/19/2014	Amends 16.3 Personal Vehicle
v5	7/26/2017	Amends 9.1 Medical Insurance Adds Appendix J – Working Spouse Provision
v6	4/25/2018	Amends 10.3 Vacation Leave
v7	4/24/2019	Amends 7.1, 7.4 & 7.6 On-Call Hours & Holiday Pay
v8	3/24/2021	Amends 1 Introduction, Include Board is Subject to Certain Policies Amends 2.4 EEOC Legal Language Amends 3.1 & 3.2 Harassment Policy Amends 4.3 Types of Positions Amends 4.4 ADA Act Amends 5.2 Uniform Policy Amends 5.8 Nepotism Amends 5.12 Criminal Activity Amends 8.5 Cell Phone Use Amends 8.7 Copy, Scan, Fax Amends 9.1 Medical Insurance Amends 9.2 Retirement Amends 10.3 Vacation Amends 15.3 Grievance Procedures Amends 16.4 Travel Expense Form Amends Appendix C Payroll Deduction Authorization Agreement Amends Appendix E Code of Conduct Amends Appendix F Technology, Internet, Email Use Amends Appendix G Vehicle Operation Agreement Adds 5.10 Social Media Policy Adds 12.4 Smoking and Tobacco Use Adds 12.7 Pandemic Policy Adds Appendix K Smoking & Tobacco Use Policy Acknowledgment

SECTION 1 – INTRODUCTION – LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)

The LRRRA was established as an authority and political subdivision of the State of Texas in accordance with Subtitle G, Title 10, Chapter 2311, and Government Code. Resolutions by the City and County of Lubbock authorized the Authority's establishment.

The LRRRA Board of Directors is required to be composed of seven members; five members appointed by the City Council of Lubbock from a list provided by LRRRA; one member appointed by the Lubbock County Commissioners Court from a list provided by LRRRA; and one member will be the Executive Director of the South Plains Association of Governments (SPAG).

As a governmental unit, the LRRRA was created by an affirmative vote by the City Council of Lubbock and the Lubbock County Commissioners Court, to accept title, on approval by and in coordination with the Governor, from the United States to all or any portion of the real, personal, and mixed property situated within Reese Air Force Base.

1.1 The LRRRA Board of Directors will be subject to the following areas of this manual:

- Anti-Harassment Policy (Section 3)
- Code of Conduct (Section 5.6 and Appendix E)
- Employment of Relatives (Nepotism) (Section 5.8)
- Personnel Files (Section 6)
- Smoking Policy (Section 12.4)
- Drug Free Workplace (Section 12.5)
- Violence and Weapons (Section 12.6)
- Pandemic Policy (Section 12.7)
- Travel and Expense Reimbursement and Use of LRRRA Credit Card (Section 16)
- Technology, Internet, and Email Use Policy Acknowledgment and Agreement (Appendix F), only as it pertains to the Board Members use of LRRRA technology, internet, and email.

SECTION 2 - GENERAL INFORMATION

2.1 PURPOSE

These policies set forth the general guidelines governing employment with the LRRRA and are intended to inform employees of the benefits and obligations of employment. They have been prepared and adopted to promote consistent, equitable, and effective practices. They do not and are not intended to create any type of contract of employment between LRRRA and any employee. These policies and procedures may be amended or revised at any time with or without notice to the employees.

2.2 EMPLOYEE RESPONSIBILITY TO READ AND COMPLY WITH POLICIES

Each Employee will be provided a copy of these policies or have the policies otherwise made available to them. Employees are required to adhere to the rules and regulations stated herein. Within one week of employment, every employee is required to sign an acknowledgment of having read and understood the Employee Policy Manual and the policies contained in it and will comply with the same, as well as sign all other related documents.

2.3 APPLICABILITY OF PERSONNEL POLICIES

These policies apply equally to all employees unless a class of employees is specifically exempted by the policies or by written agreement with LRRRA. If Federal or State laws should supersede these policies such laws or regulations will substitute for these personnel policies only insofar as necessary for compliance. Failure to comply or follow these policies may result in disciplinary action up to and/or including termination.

2.4 EQUAL EMPLOYMENT OPPORTUNITY

LRRRA is an equal employment opportunity employer. No person shall be discriminated against because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age, national origin, disability, political affiliation, citizenship, veteran's status or genetic information (including family medical history). In addition, LRRRA does not discriminate, as set out above, regarding job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms or conditions of employment.

SECTION 3 - ANTI-HARASSMENT POLICY

3.1 POLICY

LRRA will not tolerate harassment of any type. Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age, national origin, disability, political affiliation, citizenship, veteran's status, or genetic information (including family medical history). Harassment of employees by other employees is prohibited.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets, or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Harassment is a violation of State and Federal law. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or visual forms of harassment of a sexual nature when submission to such conduct is either explicitly or implicitly made a term or condition of employment or is used as the basis for employment decisions or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, a LRRA board member or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.

- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

An employee cannot be forced to submit to such conduct as a basis for any employment decision and LRRR will make all efforts to keep itself free of any conduct, which creates an intimidating, hostile, or offensive work environment for its employees; however, for LRRR to address such inappropriate behavior it is vital that LRRR must be informed of such behavior.

If an employee believes that they are being subjected to harassment, sexual harassment or intimidation, or if an employee knows of another employee who is being subjected to harassment, sexual harassment or intimidation in the work place they must bring this to the immediate attention of their supervisor or the Executive Director, or if they are not comfortable with either of these, the employee should bring it to the attention of a member of the LRRR Board of Directors, so the matter can be addressed. The very nature of harassment makes it virtually impossible to detect unless the person being harassed reports the offensive conduct to the appropriate authority. Consequently, for LRRR to address any issues, employees must immediately report offensive conduct or situations. Each employee shall execute a separate harassment policy acknowledgement which is included with a copy of this policy manual, and the signed copy will be placed in employee's personnel file.

3.2 PROCEDURE FOR REPORTING HARASSMENT

If an employee feels they are being subjected to harassment, they should firmly and politely ask the harasser to stop the unwelcome behavior, preferably in the presence of a witness. If they do not feel comfortable confronting the harasser face to face or by written communication or they have confronted the harasser and the behavior has continued, they should immediately notify the Executive Director or if they are not comfortable going to the Executive Director, a member of the LRRR Board of Directors.

3.3 PROCEDURE FOR HANDLING HARASSMENT COMPLAINTS

Complaints will be handled timely and to the extent possible, as confidentially as possible. If you feel that your complaint has not been appropriately addressed by the person you have reported it to, contact the Executive Director or a member of the LRRR Board of Directors.

3.4 NO RETALIATION

There will be no retaliation against any person (victim or witness) who in good faith pursues their rights under the law or this policy. Any alleged retaliation should be reported according to the same procedure for reporting harassment. If the harassment continues, the employee must immediately report it so that the matter can be addressed. Any employee who retaliates against an employee who has in good faith reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and/or including termination.

SECTION 4 - EMPLOYEE INFORMATION

4.1 EMPLOYEE AT WILL

All Employees of LRRRA are Employees AT WILL which means that the employment relationship may be terminated AT THE WILL of either LRRRA or the Employee, at any time, for any reason or no reason, with or without notice. In addition to the fact that all employees are Employees AT WILL, each employee's employment is also conditioned upon available funds within the budget for each given position.

4.2 PUBLIC SERVICE EMPLOYEES

The LRRRA is a political subdivision of the State of Texas. LRRRA employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct at all times. Employees are required to fully perform and carry out efficiently the work items assigned to them and to do their part in maintaining good relationships with the public, their supervisors, and other member government employees and officials.

4.3 TYPES OF POSITIONS

- a. Full Time – Positions in which the required workweek usually equals or exceeds the established full-time work week. These positions are eligible for benefits, as defined in Section 9 (Benefits), and leave, as defined in Section 10 (Paid and Unpaid Leave Time).
- b. Part Time – These are either part-time or temporary jobs in which the required workweek is normally less than forty (40) hours per workweek, and usually less than 1,000 hours annually. Employees working more than 30 hours per week are eligible for insurance, as defined in Sections 9.1 (Medical), 9.3 (Workers' Compensation), and 9.4 (Long Term Disability). Employees working 1,000 hours per year are eligible for retirement, as defined in Section 9.2 (Retirement Plan). In both cases the employee is not eligible for other benefits.

4.4 AMERICANS WITH DISABILITIES (ADA) ACT

In compliance with Title I of the Americans with Disabilities Act (ADA) of 1990, the organization will not discriminate against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training and other terms, conditions, and privileges of employment.

- a. A disability is a mental or physical impairment which substantially limits one or more major life activities. An applicant may also establish a disability by showing he or she has a record of impairment or is regarded as being impaired.

- b. A qualified individual with a disability is any individual with a disability who, with or without reasonable accommodations, is qualified to perform the essential functions of the job.
- c. Reasonable accommodations may be provided unless it constitutes an undue hardship upon the City. I
- d. If an applicant or an employee makes a request for a reasonable accommodation and the disability and/or need for the accommodation is not readily apparent or otherwise known, LRRRA may ask the applicant or employee for information necessary to determine if the individual has a disability-related condition eligible for accommodation based on the ADA. LRRRA will make an individualized assessment of whether a qualified individual with a disability, as defined by the ADA, meets the selection criteria for employment decisions. To the extent that the Authority's selection criteria have the effect of disqualifying an individual because of a disability, the criteria will be job related and consistent with business necessity.

SECTION 5 – EMPLOYEE RESPONSIBILITIES AND REQUIREMENTS

5.1 PROFESSIONAL APPEARANCE

LRRRA employees are hired to provide services to Reese Technology Center and to perform specific tasks in a professional manner. As representatives of LRRRA, employees are encouraged to set and meet high standards both in performing quality work and in presenting a professional image to the public. It is expected that employees maintain a professional and appropriate appearance and dress in a manner appropriate for their job description and relevant safety regulations and policies. Employees who are inappropriately dressed shall be asked to leave the workplace until properly attired. Any employee who is asked to leave due to inappropriate dress will not be paid for the time off the job to change into appropriate dress. Continued disregard of the appropriate dress policy may result in disciplinary action.

LRRRA provides uniforms to some employees due to the nature of their work and the risk of damage to the employee's clothing. Employees who are provided with uniforms must follow LRRRA policies regarding their wear and care, as set forth in Sec.5.2 below. Appropriate personal protective equipment and safety gear should always be worn as required.

5.2 UNIFORM POLICY

The components of the LRRRA uniform shall be worn only while conducting LRRRA business or while representing LRRRA. In no circumstances should they be used for personal activity.

Administrative / Non-Operations Employees

Each Administrator / Non-Operations Employee shall be provided two (2) Reese Technology Center logoed shirts upon employment. Replacement of these shirts will be at the sole discretion and cost of the employee.

Operations Employees

Each hourly paid, non-exempt Operations Employee shall be provided the following:

- a. **Reese Technology Center logoed shirts:** Each Operations Employee will receive eleven shirts (11) upon employment.
- b. **Pants:**
 - (1) **Winter:** Long pants – Each Operations Employee will receive six (6) pair of long pants of consistent style compatible with a professional workplace appearance upon employment.

- (2) **Summer:** Shorts – Each Operations Employee will receive three (3) pair of shorts of consistent style compatible with a professional workplace appearance upon employment.
- c. **Safety shoes:** Each Operations Employee will receive a pair of regular work boots upon employment. In addition, any Operations Employee who works in or around a construction site will receive one pair of steel toe safety boots upon employment. SAFETY BOOTS MUST BE WORN AT ALL TIMES ON CONSTRUCTION SITES AT THE REESE TECHNOLOGY CENTER PROPERTY.
- d. **Additional Winter Clothing Items:** Each Operations Employee will receive the following items upon employment:
 - (1) One (1) pair of insulated coveralls.
 - (2) One (1) pair of insulated underwear.
 - (3) One (1) insulated work jacket.
- e. **Gloves:** Each Operations Employee will receive two (2) pair of commercial grade work gloves.

Uniform Procurement

New employees will receive a full complement of uniforms upon hiring. Orders will be placed through the Administrative Coordinator and approved by the Manager of Operations and the Executive Director before any order is placed or purchase made.

If any uniform item must be returned, this must take place within seven (7) days of purchase. Any purchases made and not returned for replacement within seven (7) days will be the personal responsibility of the Employee and any purchase of that component of the uniform will be at the sole expense of the Employee. The Employee will be responsible for compliance with dress and safety components of the Policy.

Uniform Replacement

The uniform components should be treated with reasonable care while on the job. Requests for replacement will be made to the Manager of Operations on an as needed, component by component basis. Orders for replacement items will be placed through the Administrative Coordinator and approved by the Manager of Operations and the Executive Director before any order is placed or purchase made.

Termination

Upon termination of employment, the Employee may be required to return all uniform components to LRRRA.

5.3 TIMELINESS AND ATTENDANCE

Employees are to be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work. An employee who expects to be late for or absent from work should report the expected tardiness or absence to their supervisor at least one hour prior to the time the employee is scheduled to begin work, unless emergency conditions exist (involved in an accident, family crisis, etc.) that prevent the employee from doing so. Unless otherwise approved by the supervisor, employees are expected to call on each day of absence. Where the nature of the absence necessitates an extended period of time off, the supervisor may approve longer reporting intervals. Frequent tardiness or two unexcused absences is not permissible and is grounds for disciplinary action up to and/or including termination.

5.4 OUTSIDE ACTIVITIES

Employees may not engage in any outside employment, activity, or enterprise determined by the Executive Director (1) to be inconsistent or incompatible with employment with the LRRR or (2) to affect the employee's job performance adversely. An employee must have the advance approval of their supervisor and the Executive Director to engage in any outside employment, including self-employment.

5.5 GIFTS AND GRATUITIES

An LRRR employee may not accept any gift (including a free service) that might tend to influence their official actions or impair their independence of judgment in performance of duties for the LRRR (See "Code of Conduct" – Appendix E).

5.6 CODE OF CONDUCT

LRRR has a written Code of Conduct (Appendix E), which outlines specific standards for conduct for all employees. This Code of Conduct indicates employees shall not accept or solicit for personal financial gain any benefit that might influence them to act improperly. Employees shall not use their positions improperly to secure unwarranted privileges or exemptions for themselves or their family members or participate in making or influencing any LRRR decision or action in which they have any financial interest. Employees shall not accept employment or compensation that might reasonably induce them to disclose confidential information acquired in the performance of official duties; accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the LRRR; or make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the LRRR.

5.7 CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT

As a condition of their employment, employees shall not use or disclose, other than in the performance of their duties or as may be required by law, confidential information gained in the course of or by reasons of their position with LRRRA, whether such confidential information is that of LRRRA or any client or customer of LRRRA. As a condition of employment, each employee is required to sign a Non-Disclosure / Confidentiality Acknowledgment and Agreement (Appendix D).

5.08 EMPLOYMENT OF RELATIVES (NEPOTISM)

No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the LRRRA Board of Directors, to the Executive Director, or to an employee who would supervise this person. No person may continue in employment that is related to the Executive Director or a member of the LRRRA Board of Directors in one of the prohibited degrees.

2 nd degree of Consanguinity	<ul style="list-style-type: none">• Grandparents• Siblings (Full or Half-Blood• Grandchildren
1 st degree of Consanguinity	<ul style="list-style-type: none">• Parents (Biological or Adoptive)• Children (Legitimate, Illegitimate, or Adopted)
You	
1 st degree of Affinity	<ul style="list-style-type: none">• Spouse
2 nd degree of Affinity	<ul style="list-style-type: none">• Parent-in-law• Daughter-in-law• Son-in-law

5.9 COMMUNICATIONS WITH MEDIA

Communication with the news media about LRRRA issues is the responsibility of the Executive Director or their designee. Employees are to refer any inquiry from any members of the media to the Executive Director or their designee.

5.10 SOCIAL MEDIA

Purpose

This document defines the social networking and social media policy for LRRRA. To address the fast-changing landscape of the Internet and the way customers/partners/contractors communicate and obtain information online, LRRRA departments may consider using social media tools to reach a broader audience. LRRRA encourages the use of social media to further the goals of the Authority and the missions of its departments, where appropriate. LRRRA has an overriding interest and expectation in deciding what is “spoken” on its behalf on social media sites. This policy establishes guidelines for the use of social media.

Acceptable Use

Personal Use

All LRRRA employees may have personal social networking and social media sites. These sites should remain personal in nature and be used to share personal opinions or nonwork related information. Following this principle helps ensure a distinction between sharing personal and Authority views.

LRRRA employees must never use their Authority e-mail account or password in conjunction with a personal social networking or social media site.

The following guidance is for LRRRA employees who decide to have a personal social media, or social networking site or who decide to comment on posts about official LRRRA business:

- State your name and, if relevant, role, when discussing Authority business.
- Use a disclaimer such as: “The postings on this site are my own and don’t reflect or represent the opinions of the Authority for which I work.”

Professional Use

All official Authority-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with the LRRRA’s policy, practices, and expectations. Employees must not use official Authority social media, or social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.

LRRRA employees should be mindful that inappropriate usage of official Authority social media, and social networking sites can be grounds for disciplinary action. If social media and social networking sites are used for official Authority business, the entire Authority site, regardless of any personal views, is subject to best practices guidelines and standards.

Only individuals authorized by the Authority may publish content to an Authority Website.

5.11 POLITICAL ACTIVITY

LRRRA employees are encouraged to vote and to exercise other rights consistent with state and federal law and these policies. An employee, in their official capacity, may not:

- a. Use their official authority or influence to interfere with or affect the result of an election or nomination for office; or
- b. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, Authority, or person for a political purpose; or
- c. Use LRRRA property or equipment to further the employee's political beliefs or positions; or
- d. Use funds provided by the State of Texas to influence the pass or defeat of any legislative measure in the Texas Legislature on the outcome of any election.

5.12 CRIMINAL HISTORY

As a condition of employment, all employees of LRRRA must consent to a criminal background check. Further, all employees of LRRRA are required to notify the Executive Director in writing of any criminal conviction within 5 days of the date of conviction.

A criminal conviction will be evaluated, and the following factors will be considered when determining what, if any action will be taken regarding employment:

- The nature of the crime and its relationship to the position.
- The time since the conviction.
- The number (if more than one) of convictions.
- Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business, its employees, its customers, and its vendors.

5.13 INCLEMENT WEATHER POLICY

Inclement weather (snowstorms, ice storms, tornadoes, severe weather, heavy rains, etc.) may occasionally make it difficult to report to work and carry out normal operational functions. Employees should use their best judgment. If they have not been contacted by their supervisor or the Executive Director, contact the main LRRRA number.

SECTION 6 - PERSONNEL FILES

6.1 TEXAS PUBLIC INFORMATION ACT

Because LRRRA is a political subdivision, LRRRA is subject to the Texas Public Information Act; therefore, some of the information in an employee's personnel file may be subject to release under said Act and must be disclosed upon request unless specific items are exempted from disclosure by law. Each employee may choose whether the LRRRA discloses the employee's home address and telephone number to the public on request. If an employee does not request confidentiality within the first 14 days of employment, the home address and telephone number on file are considered public information. However, employees may change their election for disclosure or confidentiality at any time.

6.2 EMPLOYEE ACCESS

Generally, under normal circumstances, a current employee may examine the employee's personnel file upon request and appropriate scheduling for such review during normal working hours at the LRRRA offices. LRRRA reserves the right to refuse an employee access to their file. Employees may not remove any documents or other information from their personnel file.

6.3 EMPLOYEE RESPONSIBLE TO UPDATE INFORMATION

Employees are responsible for informing LRRRA and their supervisors of any changes or corrections to information recorded in their individual personnel file such as home address, telephone number, person to be notified in case of emergency, or other pertinent information such as divorce or birth of a child, etc.

SECTION 7 - WORK SCHEDULE AND TIME REPORTING

7.1 WORK WEEK AND WORK HOURS

The official workweek for all LRRRA employees is a seven-day period beginning at 12:00 midnight on Friday and ending at 11:59 p.m. on the following Friday. Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., with one hour for lunch, a total of 40 hours per workweek. However, normal working hours may be altered by special events such as noon and/or evening meetings, conferences, holidays, etc.

The Executive Director may set other hours of work or work periods for individuals or groups of employees if necessary or desirable. Employees are expected to report punctually for duty at the beginning of each assigned workday and to work the full work period established.

Certain employees may be assigned on-call. An employee who is on-call is required to be "available" for work outside their working hours but is not subject to restrictions that would prevent the employee from using their time while on-call effectively for their own purpose. An on-call employee has no pay entitlement of any kind until he/she performs work. The on-call employee must carry a cell phone and be able to be at work within 30 minutes of the call. A nonexempt employee who comes to work while being on-call will be compensated for a minimum of two hours. Calls resolved by telecommunication devices will be paid at actual time worked in 15-minute increments.

7.2 TIME REPORTING

All Nonexempt Employees shall keep a daily time record that reflects all hours worked and all paid time off taken (vacation, sick, compensatory time) and, where appropriate, the number of hours expended by the employee on projects. Forms for this purpose are provided by LRRRA and such time records should be kept by the employee daily. Time records must be signed by the employee and by the immediate supervisor and must be submitted to the Manager of Accounting on the last working day of each pay period.

7.3 OVERTIME WORKED

As LRRRA operates on a set budget, it is the policy of the LRRRA to keep overtime to a minimum. However, employees may be required to provide services in addition to normal hours or on weekends or holidays. Overtime is defined as hours worked in excess of 40 hours per seven-day workweek. Under the Fair Labor Standards Act (FLSA), overtime applies only to employees who are not exempt from the Act's overtime provisions. For employees in positions that are covered by the overtime provisions of the FLSA, overtime begins to accrue with any time worked over 40 hours during the seven-day workweek as it is defined above. Holidays and other paid leave taken during a workweek are not counted as hours worked in computing the number of hours worked for overtime purposes. All overtime services by employees covered

under FLSA must be authorized in advance by the employee's supervisor and approved by the Executive Director. Given that LRRRA is a political subdivision operating on a set budget, overtime hours should not be worked, if possible. In this regard, if a nonexempt employee anticipates they will be working over 40 hours in a workweek, the employee must request overtime and they may be asked to take off early from work or come in late for work during such workweek to prevent the employee from working over 40 hours in that given workweek. If the employee's workload requires it and if the employee's supervisor approves, overtime will be granted.

7.4 OVERTIME COMPENSATION FOR NONEXEMPT EMPLOYEES

Nonexempt employees are compensated for overtime worked in each work week by being given the following at the employee's option:

- a. Compensatory time off at one and one-half times the number of hours worked; or;
- b. Payment at the rate of one and one-half times the employee's rate of pay.

The LRRRA prefers that rather than incur overtime, the employee should try to schedule time off equal to the amount of time over 40 hours worked if they did not take time off. Employees are not required to use paid time off for this time but rather to offset the time that the employee worked earlier in the same workweek.

7.5 COMPENSATORY TIME

Compensatory Time applies only to nonexempt employees. Compensatory Time up to 30 hours (20 overtime hours at time and one half) may be accrued by nonexempt employees. Compensatory Time earned and used will be indicated on the employee's time record and entered into the payroll system. Any Compensatory Time earned must be used by the employee within 26 pay periods from the time it is earned. The use of Compensatory Time must be approved by the employee's supervisor and the Executive Director. As set forth herein below, if Compensatory Time is not used within the time limits set forth above or the employee is terminated from employment or promoted to an exempt position, arrangements will be made for the employee to either use their Compensatory Time or the employee will be paid for such time at the employee's rate of pay at that time.

7.6 HOLIDAYS WORKED

The LRRRA policy is that each regular employee receives a specified number of paid holidays per year, as set forth in these policies. In most instances, if a regular employee is required to work on a scheduled holiday, they will be given an alternate day off. (See "Work During Holidays" section for a more detailed discussion of this policy).

Non-exempt employees who work on a scheduled paid holiday will be compensated at two times their rate of pay for a minimum of two hours.

7.7 EMPLOYEES MUST REPORT ERRORS OR COMPLAINTS IMMEDIATELY

LRRA makes every effort to ensure that all pay calculations are correct. However, all employees should review payroll information when received to make sure it is correct. Any questions an employee has as to the amount, nature, or appropriateness of payment of wages, deduction from wages due to absences or whether an employee believes they were not given appropriate credit for overtime they believe to have worked or that they were not paid for overtime wages owed to them, they should immediately bring it to the attention of their supervisor or the Manager of Accounting. If an error is made in processing of the pay of an employee, LRRA will promptly make corrections to improper deductions or incorrect payment amounts as soon as possible.

7.8 NO RETALIATION

Employees who make a good faith inquiry as to believed errors in their pay, calculation of overtime pay or compensatory time or deductions from their pay will not be retaliated against for making such an inquiry.

7.9 EXEMPTIONS FROM FLSA (OVERTIME COMPENSATION)

LRRA employees who are exempt from the overtime provisions of the FLSA are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this assumption in mind. It is the policy and practice of LRRA to pay exempt employees accurately and in accordance with all applicable state and federal laws. If an improper deduction or incorrect amount error is made in processing of the payroll of an exempt employee, LRRA will promptly make corrections as soon as possible. Employees are encouraged to review payroll information when received to make sure it is correct. Any questions as to the amount or nature of any deductions or if an employee believes an improper deduction was made or they have not been paid for overtime they have worked; they should immediately bring it to the attention of their supervisor or the Manager of Accounting.

7.10 SALARY DEDUCTIONS FOR EXEMPT EMPLOYEES

Exempt salaried employees are paid a salary each pay period regardless of hours worked and the pay is intended to be full compensation for the work completed during the covered workweek(s). A salary may be changed from time to time due to a salary review, promotion, incentive program, or other change in job duties. Apart from a few exceptions, the paychecks of exempt employees typically are not subject to deductions for variations in the quantity or quality of the work performed. There are certain specific deductions from an exempt employee

that are allowed under federal and state law and the following is a list of permissible salary deductions for exempt employees allowed under Texas and Federal law.

a. Salary deductions allowed for exempt employees:

1. Full day absences for personal reasons.
2. Full day absences for sickness or disability.
3. Full day disciplinary suspensions for serious infractions of written policies.
4. Absences covered by the Family and Medical Leave Act (FMLA).
5. To offset amounts received as payment for jury and witness fees or military pay.
6. The first or last week of employment in the event you work less than a full week.
7. Employee contributions to benefit plans such as 401(k) or pension plan, medical, dental, life or disability insurance premiums or other authorized deductions.
8. Federal state or local taxes.
9. Garnishments directed via court order.

b. In a workweek in which an exempt employee performs any work, deductions should not be made for any of the following reasons:

1. Partial day absences for personal reasons, sickness, or disability.
2. Closure of the work facility or lack of work of less than a full week.
3. Absences for jury duty, attendance as a witness, or military leave in any week in which employee performed any work.
4. Any other deductions prohibited by state or federal law.

LRRA is entitled to charge absences if an exempt employee is gone for personal reasons, against any of the employee's paid time off for which they are eligible.

SECTION 8 - USE OF COMPANY PROPERTY AND VEHICLES

8.1 LRRR EQUIPMENT AND SUPPLIES GENERALLY

LRRR equipment, including office supplies, office furniture, office equipment, tools, vehicles, etc. are provided for the business of LRRR. Employees should not use LRRR company equipment for the employee's own personal uses or benefit. LRRR attempts to provide each employee with equipment adequate to perform the job assigned and expects each employee to observe safe work practices and courteous operation of vehicles and equipment in compliance with all applicable laws and regulations.

8.2 USE OF TOOLS, EQUIPMENT, PROPERTY, AND VEHICLES

Employees who are assigned tools, equipment, vehicles, or any other LRRR property by their supervisor are responsible for them and for their proper use and maintenance. LRRR property, materials, supplies, tools, or equipment are to be used for LRRR business purpose. Vehicles owned or leased by LRRR are for LRRR business use. Violations of this policy may result in termination and possible prosecution. Further, all employees that use LRRR property for any non-LRRR use, including without limitations, long distance telephone calls, fax machines, copy machines, postage, or vehicles, will be required to personally reimburse LRRR for all costs and associated expenses and may be subject to disciplinary action.

All LRRR provided equipment, materials, or supplies, including lockers, toolboxes, desks, file cabinets, computer tables, computer equipment, worktables, and the like are and shall at all times remain the property of the LRRR. LRRR reserves the right to use any such equipment or property at any time as it sees fit and may search any such property of LRRR at any time for any or no reason. Each employee hereby acknowledges that such property remains the sole property of LRRR and that they have no expectation of privacy with regard to such property and further consents to any search of such LRRR property that LRRR may make. Further, no employee shall place any locking device on any LRRR property, without prior consent of their immediate supervisor. If such permission is granted, the employee shall provide to the LRRR, a duplicate key or the combination or other instructions to allow LRRR to open the locking device at any time. The permission to install a locking device does not in any way create an expectation of privacy for the employee and does not in any way alter LRRR's ownership of the property and the right to search and use.

LRRR cannot and will not be responsible for the loss of or damage to any personal property brought onto LRRR premises and employees are discouraged from bringing personal property to the LRRR premises.

8.3 USE OF BUILDINGS AND PREMISES

Use of LRRR buildings and premises by employees shall be in compliance with Local, State, and Federal Law and with LRRR policies regarding authorized uses. LRRR operated facilities shall abide by Federal rules for smoke free environments, i.e., smoking, alcohol, or tobacco use, is not permitted in any facility. Employees are not permitted to use LRRR buildings or premises for their personal use unless they have rented the facility for such use or obtained authorization from the Executive Director.

8.4 TELEPHONE USE

Telephones are to be used for LRRR business purposes. It is understood that occasionally personal calls are necessary. However, use of telephones for local personal calls is permitted only if the number and length of calls are kept to a minimum. Under no circumstances shall LRRR telephones be used for any outside employment of an employee.

8.5 CELLULAR PHONE USE POLICY

If work conditions and job responsibilities justify a cellular phone for the benefit of the LRRR, LRRR may provide a cellular phone allowance in the amount of \$50 per month to compensate for the use of a personal phone for LRRR business. All LRRR business conducted on your personal cell phone is subject to the open records act.

8.6 COMPUTERS

Computers, including but not limited to hardware, software, and electronic information systems are provided to employees of LRRR for the sole purpose of conducting official LRRR business and at all times remain the property of LRRR. Any use of LRRR computers, hardware, software, electronic information systems, email, internet, etc. is subject to the LRRR Technology Policy (Appendix F). An employee's failure to comply with the LRRR Technology Policy may result in disciplinary action up to and/or including termination.

8.7 COPY AND SCANNING AND FAX MACHINE

LRRR copy machine, scanning machine, fax machine, or other imaging machine is for LRRR business use. Any use for personal purposes should be avoided and may require reimbursement to LRRR by the employee at the rate of \$.10 per page for black & white and \$.40 per page for color copies.

8.8 POSTAGE AND OTHER EXPENSES

At the end of each month, Employees shall reimburse LRRR for any personal use of postage or any other expenses related to personal use by the Employee. These type expenses must be avoided if possible.

8.9 VEHICLE USE POLICY

General: LRRRA under certain circumstances provides vehicles for use by LRRRA employees which may be dedicated to an employee or undedicated for general staff usage. These vehicles are intended for on-duty LRRRA business use and are not allowed to be used for any personal purposes or to run personal errands. Any employee who operates an LRRRA vehicle must be on the approved driver list for LRRRA. Further, no employee who is operating a vehicle (whether a personal or LRRRA vehicle) while on LRRRA business may operate the vehicle while talking or texting on a cell phone, unless they are safely off the roadway and the vehicle is stationary.

Maintenance Responsibility: Employees having and using dedicated LRRRA vehicles must properly park and maintain vehicles according to current maintenance procedures as herein stated including general vehicle inspections and, in conjunction with the Administrative Coordinator, record mileage used and record vehicle maintenance including but not limited to regular oil / filter maintenance at 5,000-mile intervals or every 120 days whichever first occurs. Other standard timelines for tire and industry standard fleet maintenance will be observed. The Manager of Operations shall be responsible for the maintenance and review of the appropriate logs and relevant maintenance procedures unless otherwise directed by the Executive Director.

Undedicated LRRRA Owned Vehicles: The use of any staff dedicated vehicle or undedicated LRRRA Authority owned utility vehicle shall be governed by the terms within this Vehicle Use Policy 8.9, the overall Employee Policy, and the APPENDIX G of the Policy. There will be no personal use of the vehicles. Any undedicated vehicle available for general operational use shall be used solely for LRRRA related business purposes under the usage provisions within this policy.

Usage:

- The Executive Director of the LRRRA, or his designee, shall assign vehicles for use.
- Any undedicated vehicle shall be parked or positioned overnight on LRRRA premises at a designated parking spot unless otherwise designated by the Executive Director.
- Use of any LRRRA vehicle after designated business hours or usage other than by LRRRA staff shall be approved by the Executive Director or his designee.
- Vehicle Control – The Administrative Coordinator will maintain the storage and return of the keys for the undedicated vehicles.
- Vehicle Maintenance – The Manager of Operations will be responsible for the periodic maintenance of the undedicated vehicle and will, in conjunction with the Administrative Coordinator, record mileage used and record vehicle maintenance including but not limited to regular oil / filter maintenance at 5,000- mile intervals or 120 days whichever first occurs. The maintenance procedures as described for dedicated vehicles shall be applicable for undedicated vehicles.
- Assignment and usage of LRRRA owned vehicles shall be subject to periodic reviews.

Passengers: Passengers who are not LRRRA employees are not permitted to drive or ride in LRRRA vehicles, other than those being transported for LRRRA business purposes. Any LRRRA Employee and any passengers in an LRRRA vehicle must wear a seatbelt while the LRRRA vehicle is in operation.

Drivers' License and Driving Record: All operators of LRRRA vehicles or their own personal vehicle on LRRRA business are required to have a valid driver's license necessary for legal operation of that vehicle by the State of Texas and to keep their supervisors informed of any change in status of their license. For this reason, the LRRRA may check a prospective employee's driving record prior to offering the applicant employment and will periodically check the driving records of all employees who operate LRRRA vehicles or are required to drive personal vehicles on LRRRA business. Failure to maintain a safe driving record may result in disciplinary action up to and/or including termination. Suspension or revocation of the driver's license of an employee who operates a LRRRA vehicle or is required to drive a personal vehicle regularly on LRRRA business may result in a disciplinary action up to and/or including termination.

Vehicle Insurance: LRRRA maintains up-to-date insurance coverage on all vehicles owned or leased by LRRRA. Employees who drive a personal vehicle on LRRRA business are required to have automobile liability insurance as required by the State of Texas and to maintain up-to-date insurance coverage. LRRRA may periodically request to be provided with proof of such insurance by employees to ensure compliance.

Accident Reporting: Any employee operating a LRRRA vehicle or their own personal vehicle while on LRRRA business must report all vehicular accident and property damage or liability claims, no matter how minor (unless medical treatment prohibits), to their supervisor and to the appropriate law enforcement authorities immediately, so that an official accident report can be filed. The employee's supervisor must notify the Executive Director of the accident on the day of the accident if it occurred on a business day or on the first business day following the accident. Failure to notify the Executive Director within the required time-period may result in disciplinary action.

Vehicle Operation Agreement and Acknowledgment: Every employee who is required to drive a vehicle on LRRRA business must sign the Vehicle Operation Agreement and Acknowledgment Form that is attached to this policy as Appendix G.

SECTION 9 - BENEFITS

9.1 MEDICAL INSURANCE

LRRRA provides medical insurance coverage for employees who qualify for coverage according to terms of the benefit plan in place. Unless conflicting requirements in the insurance plan exist, regular LRRRA employees who work 31 or more hours per week are allowed to participate in the LRRRA medical insurance plan. An eligible employee may add dependent coverage to any such plan at their expense and is subject to provisions of the plan or policy. LRRRA may subsidize additional family coverage to be determined annually by the Board. A spouse of an employee is ineligible for LRRRA health plan coverage if his/her employer offers coverage. A signed affidavit stating that the spouse of an eligible employee does not have coverage available at his/her place of employment is required for all employees who elect spouse coverage. (See Appendix J – Working Spouse Provision Affidavit)

9.2 RETIREMENT PLAN

The LRRRA makes contributions to a retirement plan for all employees who are eligible under terms of the Texas County & District Retirement System Plan. The employee pays 5% of their gross pay into the plan and LRRRA matches it 1:1.

9.3 WORKERS' COMPENSATION

LRRRA employees are covered by workers' compensation insurance. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries.

9.4 LONG TERM DISABILITY

LRRRA provides Long Term Disability coverage for all full-time employees who qualify for coverage according to terms of the benefit plan in place.

SECTION 10 - PAID AND UNPAID LEAVE TIME

10.1 DEFINITIONS

Leave Time: Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid.

Holidays: Holidays are days designated by the LRRRA Board of Directors annually during which LRRRA offices are closed on what would otherwise be regular business days.

Unauthorized Absence: An unauthorized absence is one in which the employee is absent from regular duty without permission of their supervisor or the Executive Director. Nonexempt Employees are not paid for unauthorized full day absences. Such unauthorized absences are cause for disciplinary action for both nonexempt as well as exempt employees.

10.2 APPROVAL OF LEAVE

Any requests for leave time are subject to the approval of the employee's supervisor and/or the Executive Director. All use of sick leave or vacation time must be recorded on the employee's time sheet.

10.3 VACATION LEAVE

No vacation leave benefits are accrued by LRRRA employees during the first 6-months of employment. Beginning the first day of the next month after completion of the first 6-months of employment, regular full-time employees are credited with 5 days of vacation leave. During the remainder of their first fiscal year of employment, full-time employees accrue vacation leave at the rate of 5/6 of a day per month until September 30. The total days accrued will be credited with the 5 days above.

After the first fiscal year of employment, regular full-time LRRRA employees accrue vacation leave up to a maximum of 20 days (4 weeks) according to the following schedule:

2nd – 5th year	10 days	11th year	16 days
6th year	11 days	12th year	17 days
7th year	12 days	13th year	18 days
8th year	13 days	14th year	19 days
9th year	14 days	15th year	20 days
10th year	15 days		

Employees will be credited with their full year's leave on October 1 of each year which means an employee is permitted to "borrow" against the vacation they expect to accrue over the course of the fiscal year. If, however, an employee is terminated for any reason prior to the time that they have accumulated the number of vacation days taken during that year, the

employee will be responsible for reimbursing LRRRA for the amount of used but un-accrued vacation.

An employee may roll over up to 5 days of earned but unused vacation leave from one year to the next. All remaining vacation days must be taken within the year earned. This means that an employee may not have more than their accrued leave per the schedule above, plus 5 days, in one fiscal year. On a case-by-case basis, the Executive Director may allow additional days of carry-over due to extenuating circumstances.

Upon termination from LRRRA, employees who have completed the first 6-months of employment with LRRRA and who have voluntarily terminated their employment will be paid for accrued and unused vacation leave up to the limit of their maximum allowable accumulation. This policy does not apply to employees dismissed or terminated from employment with LRRRA and is subject to the notice requirements set forth in the Termination from Employment Section of this policy.

Scheduling Vacation Leave: Whenever possible, leave requests should be made by employees well in advance. Vacation schedules must accommodate the LRRRA's work schedule. If the desired leave schedules conflict with LRRRA requirements, LRRRA's requirements are given first consideration.

10.4 SICK LEAVE

Accrual of Sick Leave: Regular full-time employees accrue sick leave at the rate of 8 hours per month beginning at the date of employment.

Use of Sick Leave: An employee with accrued sick leave may use it for absence from work due to personal illness or incapacity, to attend medical appointments, or to care for an immediate member of the employees' family who is ill. If an employee is absent with permission because of illness and does not have sufficient accrued sick leave available, the missed work time will be deducted from the employee's regular pay (subject to exempt pay policy if the employee is an exempt employee) or charged to accrued vacation leave.

Notification Requirements: Approval of sick leave for non-emergency situations should be obtained at least one day in advance. In all other instances of use of sick leave, the employee must notify their supervisor or the Executive Director no less than one hour before the beginning of the employees scheduled work time. The employee also must call the supervisor each subsequent day they will be out on sick leave unless other arrangements are made. Failure to provide the required notice may result in disciplinary action against the employee. Employees are expected to return to work as soon as they no longer need to take sick leave.

Verification and Authorization to Return to Work: The Executive Director or an employee's supervisor may request an employee to furnish written verification supporting the request for

sick leave benefits. Also, an employee who has been out for three or more days due to the employee's own illness should provide a doctor's note authorizing them to return to work.

Accumulation of Sick Leave: Sick leave not used during the year in which it accumulates is available for use in succeeding years. There is a maximum allowable accumulation of sick leave of up to an equivalent of 13 work weeks.

Exhaustion of Sick Leave: An employee who has exhausted accrued sick leave benefits may request to use accumulated vacation or other paid leave or may request leave of absence without pay. No advance of unearned sick leave benefits will be made for any reason.

No Payment for Sick Leave: Unused sick leave is not paid upon termination from employment, regardless of whether the termination was voluntary or involuntary.

10.5 COMPENSATORY LEAVE

See the section of this manual under the main heading Work Schedule and Time Reporting, specifically the section on "Overtime Compensation," for information about earning compensatory time and using compensatory leave credit. Upon termination from employment with LRRRA, employees will be paid for any unused compensatory leave time based upon their current rate of pay.

10.6 BEREAVEMENT/EMERGENCY LEAVE

Up to three days per year of emergency leave will be granted to regular employees by the Executive Director in the event of (1) a death in an employee's family or (2) serious illness of a member of the employee's immediate family who requires the employee's personal care and attention if sick leave is not available or (3) an unforeseen circumstance that would warrant emergency leave. The length of time granted (number of hours or days) for a specific emergency leave must be approved by the Executive Director in advance and will depend on the circumstances. For purposes of emergency leave, "family" includes spouse, child, parent, brother, sister, grandparents of an employee, employee's spouse, or any relative living in the employee's household.

10.7 CIVIL LEAVE

Employees are entitled to civil leave with pay for jury duty, or for serving as a subpoenaed witness in an official proceeding. When an employee has fulfilled the reason for the civil leave, the employee must report for duty for the remainder of the workday.

10.8 MILITARY LEAVE

Regular employees who are members of the State Military Forces or members of any of the Reserve Components of the Armed Forces of the United States are entitled to paid leave of absence, without loss of time, seniority, or benefits on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed 10 days in any one federal fiscal year. Military leave in excess of 10 days will be charged to vacation leave or leave without pay. Requests for approval of military leave must have copies of the relevant military orders attached. Regular employees who are ordered to extended active duty with the state or federal military forces are entitled to all the reemployment rights and benefits provided by law upon their release from active duty.

10.9 FAMILY MEDICAL LEAVE OF ABSENCE

Family Medical Leave of Absence (FMLA) is an approved absence and is available to employees who have worked for a covered employer for 12 months or longer compiling at least 1,250 hours of service during the 12 months before seeking leave.

- a. Up to 12 weeks of unpaid leave may be taken for the following reasons:
 1. For the birth of a child and the decision to provide care for that infant;
 2. For the placement of a child with the employee for adoption or foster care;
 3. To care for the spouse, child, or parent of an employee who has a serious health condition;
 4. Where the employee experiences a “qualifying exigency” arising out of their spouse, parent, or child is on or has been called to active duty in the military; or
 5. A serious health condition of an employee that makes the employee unable to perform the essential functions of their job.
- b. Up to 26 weeks of unpaid leave may be taken for one 12-month period for “Injured Service Member Leave” in order to care for a spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Employee Obligations: In any case where the need for leave is foreseeable, including the birth or adoption of a child, or planned medical treatment, the employee must provide at least 30

calendar days' notice, unless there is a change in circumstances. An employee must request such leave in writing. This form must be completed in detail, signed by the employee, and submitted to the employee's supervisor and the Executive Director for approval.

In cases of illness, such as when the need for leave arises unexpectedly, the employee will give notice as soon as practical (generally this means no more than two days after learning of the need for such leave). In case of illness, the employee must provide appropriate medical certification and re-certifications, as requested. In case of illness, the employee will also be required to report periodically on their leave status and intent and ability to return to work.

In case of the employee experiencing a "qualifying exigency" because a spouse, parent, or child has been called to or is on active duty in the armed services, the employee will be required to provide certification that the employee's family member has been called to active military duty.

In the case of an "injured armed services member" (spouse, son, daughter, or next of kin), certification of the service member's health condition or other recognized documentation will be required.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operations.

Conditions of Leave: LRRRA will require a Health Care Provider Certification for a serious illness of the employee's child, spouse, parent, next of kin, or member of the Armed Forces or leave for an employee's own serious health condition. This form (see Department of Labor Form WH-380 Certification of Physician or Practitioner form) must be completed and signed showing that the employee requires FMLA leave. This certification must be returned to LRRRA within 15 days after the employee has given notice of their intent to take an FMLA leave and it must contain the following information:

- Date on which the serious health condition arose;
 - Probable duration of the condition;
 - Appropriate medical facts within the knowledge of the healthcare provider regarding the condition, including specifying the treatment prescribed.
- a. In addition, for purposes of leave to care for a child, spouse, parent, next of kin, or member of the Armed Forces the certificate should give an estimate of the amount of time that the employee will be needed to provide this care.
 - b. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of their position.

- c. In case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which this treatment is expected to be given and the duration of this treatment must be stated.
- d. In its discretion, LRRRA may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, LRRRA, at its own expense, may require the binding opinion of a third healthcare provider, approved jointly by the LRRRA and the employee.
- e. If medically necessary for a serious health condition of the employee or their spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, LRRRA may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent pay and benefits.
- f. To the extent an employee's own serious medical condition is also covered by a short-term disability plan, the employee will receive disability pay and LRRRA will count the leave as running concurrently for purposes of both disability leave and FMLA leave. If an employee elects not to comply with the more stringent medical documentation (i.e. doctor's statement required within five (5) days after the leave began) and other requirements of the short-term disability leave plan, they will not be eligible for disability pay and the leave will be an unpaid FMLA leave.
- g. An employee's FMLA leave will run concurrently with a worker's compensation absence when the injury is one that meets the criteria for a serious health condition.
- h. If LRRRA knows the reason for the leave but has not been able to confirm that the leave qualifies under FMLA, or where LRRRA has requested medical certification which has not yet been received, or the parties are in the process of obtaining a second or third medical opinion, LRRRA will make a preliminary designation and so notify the employee, at the time leave begins, or as soon as the reason for the leave becomes known. Upon receipt of the requisite information from the employee or of the medical certification which confirms the leave is for an FMLA reason, the preliminary designation becomes final. If the medical certification fails to confirm that the reason for the absence was an FMLA reason, LRRRA will withdraw the designation (with written notice to the employee).

Status of Employee Benefits During Leave:

- a. Any employee who is granted an approved leave will have their group health plan coverage maintained during an eligible employee's period of FMLA leave to

the extent and under the same circumstances as is ordinarily furnished to that employee. Premium payments for any additional coverage will be the responsibility of the employee as set forth in section c. below. In the event that an employee elects not to return to work at the expiration of the approved unpaid leave, LRRRA may recoup from the employee the cost of any payments made to maintain the employee's health coverage, unless the failure to return to work was for reasons beyond the employee's control.

- b. Employees will be required to exhaust any available paid leave (sick and vacation time) as part of the twelve (12) weeks leave period granted for family or medical leave. Any leave time after available paid leave time is exhausted will be unpaid.
- c. Employee will be responsible for paying any premiums due under the Company's insurance plan for dependent coverage or any additional coverage that the employee has elected, during any unpaid leave time. The employee will be responsible for providing funds to the employer for any premiums due for the employee's dependent coverages. Premium payments should be made to LRRRA by the first of each month. Failure to pay such premiums during leave may result in the loss of coverage.

Return to Work: Upon returning to work from an FMLA leave, employees are to be assigned to the same position or to one equivalent to the one held prior to the leave with equivalent pay, benefits, and other terms and conditions of employment.

An employee, who does not return to work at the expiration of the leave and does not request and receive an extension, will be terminated the first day after the approved leave expires. Such occurrence will be considered a voluntary termination.

An employee who has been absent from work for medical reasons must obtain a return-to-work release from their physician prior to returning to work. If there is return to work restrictions, such restrictions must specify the type, nature, and duration of such restrictions. An employee with such restrictions may be returned to work in line with their medical restrictions, if there is an open, available job which the restricted employee is qualified to perform; however, if no job is available for which the employee is qualified to perform, a job is not required to be created to allow the employee to return on a restricted basis.

Under specified and limited circumstances when restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- a. Notify the employee of their status as a "key" employee in response to the employee's notice of intent to take FMLA leave;

- b. Notice the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- c. Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- d. Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee requests restoration.

A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of employees within 75 miles of the work site.

10.10 MEDICAL LEAVE OF ABSENCE

For full-time employees, who are not eligible for FMLA, in case of illness, Medical Leave of Absence without pay for up to six (6) weeks.

If the employee is expected to be absent for more than three consecutive workdays as a result of an illness, injury or disability, the employee must submit a written request for Medical Leave to the Executive Director as far in advance of their anticipated leave date as possible. If employee’s absence is due to an emergency, the employee or a member of their immediate family must inform their supervisor or the Executive Director as soon as practicable; this should be followed up with a written leave request, normally submitted within three (3) days of the beginning of the leave. All medical leave requests must be accompanied by appropriate medical certification from the employee’s physician, indicating the condition necessitating leave request and employee’s projected date of return to work.

If an employee’s leave request is granted, the employee is required to provide the Executive Director with additional physician’s statements at least once every thirty (30) days, or more frequently if requested, attesting to the employee’s continued disability and/or inability to work. The employee may also be required to provide LRRRA access to their medical records or to submit to an examination at any time by a physician designated by LRRRA at its discretion.

Before being permitted to return from Medical Leave, employees are required to present to the Executive Director a statement from their physician indicating that they are released to return to work.

All LRRRA benefits that operate on an accrual basis continue during the leave of absence. All other benefits paid by LRRRA listed in the Employee Policy Manual continue during the leave period at the expense of the LRRRA; however, no holiday pay will be given. The Employee will be responsible for timely payment of any cost for additional coverage that the employee has in place and would like to remain in place for their family. If the employee has not returned to work at the end of the leave of absence, all benefits provided by LRRRA will cease. At that time,

the employee may assume the medical insurance premiums based on COBRA (See “COBRA” section for a more detailed discussion of this policy) and take over the premium payments for additional benefits.

Reinstatement cannot be guaranteed to any employee returning from a Medical Leave of Absence. LRRRA endeavors, however, to place employees returning from leave in their former position or a position for which they qualify comparable in status and pay, subject to budgetary restrictions, LRRRA's need to fill vacancies, and the ability of LRRRA to find qualified temporary replacements. If no vacancy exists and a reasonable effort to place the employee in another position has been unsuccessful, the employee will be terminated.

10.11 EXTENDED MEDICAL LEAVE OF ABSENCE

In extraordinary circumstances, an employee may qualify for an unpaid Extended Medical Leave of Absence following a completion of a Medical Leave of Absence or FMLA leave. Granting of this unpaid leave will be at the sole discretion of the Executive Director on a case-by-case basis. An Extended Medical Leave may be given for up to 90 workdays; however, when reasonable and supported by appropriate certification, an additional extended leave request may be made. If an employee on extended medical leave becomes qualified for long-term disability benefits their leave will terminate and their employment with LRRRA will end.

All Extended Medical Leave requests must be accompanied by appropriate medical certification from the employee's physician, indicating the condition necessitating the leave request and the projected date of return to work. If a leave request is granted the employee will be required to provide the Executive Director with additional physician's statements at least once every thirty (30) days, or more frequently, if requested, attesting to your continued inability to work. You may also be required to provide LRRRA with access to your medical records or to submit to an examination by a physician designated by LRRRA, at its discretion.

During this leave, if granted, LRRRA will continue to provide its portion of the health insurance benefits. All other company benefits, including those that operate on an accrual basis such as vacation and sick leave will not continue to accrue during the leave of absence. Any benefits that are currently paid by the employee through payroll deduction will continue to be the responsibility of the employee. The employee must remit the required amounts to LRRRA if they wish to continue the benefits; if the employee wishes to suspend those benefits a written notice should be given. If the employee has not returned to work at the end of this leave, all benefits will cease and the employee's employment with LRRRA will terminate. Before being permitted to return from Extended Medical Leave, employees are required to present to the Executive Director a note from their physician indicating that they are released to return to work.

Just as with Medical Leave of Absence, reinstatement cannot be guaranteed to any employee returning from Extended Medical Leave.

10.12 REVOCATION OF LEAVE.

Subject to State and Federal requirements, a Medical Leave of Absence and an Extended Medical Leave of Absence may be revoked by LRRRA upon receipt of evidence that the cause for granting the leave was misrepresented or has ceased to exist. If leave of absence is revoked and an employee fails to return to work, they will be considered to have voluntarily abandoned their position with LRRRA and all benefits will cease.

10.13 ADMINISTRATIVE LEAVE

The Executive Director may authorize administrative leave, with or without pay, when warranted by unforeseen circumstances not otherwise provided for in the policies.

10.14 ABANDONMENT OF POSITION

Unauthorized absence from work for a period of three consecutive working days will be considered by the Executive Director as a voluntarily resignation.

SECTION 11 - HOLIDAYS

11.1 GENERAL POLICY

- a. Holidays are approved every year by the LRRB Board of Directors.
- b. Temporary employees and part-time employees are not paid for holidays not worked.
- c. An employee who is absent without approved leave on the workday immediately preceding or following a holiday will not be paid for the holiday.
- d. Whenever an approved holiday falls on a Saturday or Sunday, it will be observed on the Friday preceding or the Monday following, as determined by the holiday schedule approved annually by the LRRB Board of Directors.
- e. Shift employees whose work schedule falls on an approved LRRB holiday will be credited with eight hours vacation leave that will be added to the employee's individual vacation accrual.

11.2 HOLIDAY DURING VACATION

If an official holiday falls within a regular employee's approved vacation schedule, the employee will be granted the holiday and not charged for a day of vacation.

11.3 WORK DURING HOLIDAYS

If the Executive Director finds it necessary to do so, they may direct some or all employees of a department to report for work on any holiday. Regular full-time employees that are required to work on a holiday normally will be given an alternate day off during the same work week, if possible. If a non-exempt employee is caused to work overtime due to working a holiday, the overtime will be addressed pursuant to the Overtime provisions of this policy.

SECTION 12 - HEALTH AND SAFETY

12.1 SAFETY POLICY

It is the policy of the LRRRA to make every effort to provide healthy and safe working conditions for all its employees.

12.2 EMPLOYEE RESPONSIBILITIES AND DUTY TO REPORT

Employees are responsible for conducting their work activities in a manner that is protective of their own health and safety, as well as other employees and the public at large. An employee must report every on-the-job accident, no matter how minor, to their supervisor within 24 hours. The supervisor is responsible for immediately providing written notification of the same to the Executive Director. Failure to report an on-the-job injury, no matter how minor, is grounds for disciplinary action. **An employee shall report immediately to their supervisor and the Executive Director any condition that in the employee's judgement threatens the health and safety of employees or visitors.**

12.3 ON-THE-JOB INJURIES – WORKERS' COMPENSATION

LRRRA carries Workers' Compensation Insurance for its employees. This insurance provides medical expenses and a weekly payment if an employee is absent from work because of a bona fide, on-the-job, work-related injury for more than seven days. All workers' compensation insurance claim forms must be submitted to the Director of Finance immediately for appropriate action. An employee who has been out on work injury related leave must submit a physician's statement of medical condition and release to return to work before the employee may return to work.

While on leave, the injured employee must contact their supervisor periodically, or on a specific schedule if requested to report on their condition, and if requested provide a progress report to the Executive Director, setting forth the employee's progress and expected recovery timeline.

12.4 SMOKING AND TOBACCO USE POLICY

Purpose:

Studies have shown that smoking and other tobacco use causes serious health problems in humans. Further, improperly disposing of smoking materials has been determined to be a fire hazard. The purpose of this Policy, therefore, is to safeguard the health and safety of employees and members of the public and to reduce the effects or other hazards caused by tobacco use.

Policy:

Smoking and tobacco use by employees and the Public is restricted by the guidelines set forth below. The policy is designed to protect all persons from unwanted exposure and the harmful effects of tobacco products.

Procedures:

- 1) Smoking and other tobacco use by employees is prohibited in all LRRRA owned and operated vehicles, buildings, and facilities.
- 2) In addition to the above prohibitions, smoking and other tobacco use is also prohibited in the following areas:
 - a. Within 25 feet of any doorway, entryway, or window of any LRRRA owned property or property used by LRRRA employees.
 - b. Within 100 feet of any fuel island and/or fuel storage facility.
 - c. In any LRRRA owned vehicle.
 - d. In personal vehicles used on LRRRA business when the vehicle is occupied by more than one person.
- 3) Signs and lettering will be posted on all LRRRA buildings stating, "No Smoking."
- 4) The Executive Director may make an exception to this policy in writing at his or her sole discretion upon written request by a department head.

Definitions:

Smoking and tobacco use- smoking and tobacco use is defined as the smoking, vaping, or use of any tobacco products, including but not limited to, cigarettes, cigars, spit, and smokeless tobacco, chew, snuff, snus, electronic cigarettes, and other non-FDA approved nicotine delivery devices.

Responsibility:

It is the responsibility of those who choose to use tobacco materials to do so following the guidelines above. It is the responsibility of supervisors to monitor adherence to this policy. New employees should be made aware of this policy. All employees of, and contractors of LRRRA are expected to comply with this policy. Non-compliance with this policy will result in corrective action.

Smoking Cessation:

Employees who are interested in quitting the use of tobacco products should review their Medical Benefits Covered Expenses document regarding Nicotine Replacement Therapy.

12.5 DRUG-FREE WORKPLACE

LRRRA is committed to maintaining a safe workplace and to fostering the well-being and health of its employees. As part of this, LRRRA is committed to a workplace that is free from the influence of alcohol and/or drugs. It is a violation of LRRRA policy for an employee to possess, sell, trade, or to offer for sale illegal drugs, or otherwise engage in the illegal use of drugs or

alcohol on the job. It is also a violation of LRRRA policy for any employee to operate a LRRRA vehicle or report to work under the influence of illegal drugs or alcohol; that is, with illegal drugs or alcohol in their body. It is a violation of LRRRA policy for an employee to use prescription drugs illegally. Legal use of a prescription drug or over the counter medication that may impair the employee's job performance or abilities should be reported by the employee to their supervisor immediately. Employees who violate this policy are subject to disciplinary action up to and/or including immediate termination.

As a condition of employment, all employees of LRRRA must sign a Notice and Consent form agreeing to submit to drug and alcohol testing at the expense of LRRRA. LRRRA employees are required to be drug and alcohol-free during work hours and as a condition of employment may be subjected to submit to drug testing under the following circumstances:

- a. When there is a reasonable suspicion¹ the employee is using illegal drugs or controlled substances, using prescription drugs beyond the directions of a physician, or under the influence of alcohol during working hours;
- b. When an employee is involved in any on the job accident;
- c. When random, non-discriminatory testing is performed by LRRRA; or
- d. Upon any other reasonable basis.

12.6 VIOLENCE AND WEAPONS

LRRRA's policy is to maintain a work environment free of violence and weapons. Subject to the provisions of Texas Government Code sec. 411.209, no unlawful firearms or other weapons are allowed in any LRRRA vehicle, premises, or office. If an employee is a handgun license holder, they should take specific notice of Texas Penal Code sec. 46.035 provisions relating to institutions of higher education that apply to Texas Tech University and South Plains College premises. Further, Texas Penal Code sec. 46.035(c) makes it unlawful for a handgun license holder to "intentionally, knowingly, or recklessly" carry a handgun in a duly noticed open meeting of the Authority.

Further, no type of violence or abusive, threatening, or harassing conduct, whether physical or verbal, will be tolerated by any employee or guest and is strictly prohibited. This includes any and all threats of violence, direct or indirect, serious or said jokingly or in jest. All acts of violence, threats, or abusive or harassing conduct are to be reported immediately to a supervisor or the Executive Director. All reports of violence or other improper conduct will be taken seriously and investigated and will be subject to sanctions appropriate for the improper

¹ Reasonable suspicion may also include the following: abnormal or erratic behavior, direct observation of alcohol or drug use, physical symptoms of drug or alcohol use (glassy or bloodshot eyes, odor, slurred speech, poor coordination, etc.), or any other reasonable ground.

conduct involved, up to and/or including immediate termination. Employees must realize that what they might consider to be joking behavior that involves threats of violence or other threatening behavior may be considered to be a threat of violence by another employee and will be taken seriously by LRRRA, even if an employee insists they were only joking.

12.7 PANDEMIC POLICY

Purpose

1. To provide policy guidance that ensures continuity of government operations during an extended pandemic.
2. To support community wide measures to combat the pandemic while providing essential services.
3. To support LRRRA employees as they face personal and family needs as well as public service responsibilities.

Policy

Community Goals for Pandemic Management:

1. Limit exposure and resulting illness and loss during a pandemic
2. Maintain continuity of essential services
3. Minimize social disruption
4. Reduce economic losses

Definitions

Pandemic:

Worldwide outbreak of influenza from a new virus for which humans have no immunity. The virus would spread easily from person-to-person and cause serious illness because people do not have immunity to the new virus, for which vaccines are not yet available. A pandemic may come and go in waves, each of which can last for months at a time. Everyday life could be disrupted due to people in the same community or of the same employer becoming ill at the same time. These disruptions could interrupt or compromise the provision of health care services, government services, including public safety, as well as private business operations.

Physical Distancing:

Actions taken by the authorities or individuals to limit person-to-person contact during the pandemic. These measures may include encouraging or requiring employees to "telecommute", providing alternative means of conducting business such as teleconferencing/video conferencing, and closing schools or public gathering places such as theaters, restaurants, libraries, parks, and museums.

Essential LRRRA Public Services:

Governance, potable water and wastewater systems, utilities, roadways, data center critical infrastructure, and fuel supplies in addition to the work necessary to support the continuation of these services during the pandemic emergency.

Procedures

1. Continuity of Governmental Operations

LRRA Departments will develop plans for the continuity of essential services of the government, and public health (water, wastewater, gas, and electric), the preservation of vital records, and the basic administrative services needed to maintain these services. As is practical, other public services will be provided when appropriate. LRRA Departments shall follow these procedures in preparing for a pandemic event.

2. Executive Director Activates Pandemic Emergency Response

State law authorizes the Lubbock County Health Department to declare a pandemic emergency. Based on this declaration and/or directives from federal and state authorities, the Executive Director shall activate the LRRAs response under this policy.

3. Special Duty to Assist Public

During a community emergency, the employees of the LRRA have a duty to serve, maintain vital services, and to take protective measures for themselves. It is critical that they become an emergency work force that may be redeployed to deal with the emergency.

4. Orders of Succession and Delegation of Authority

To ensure continuity of government during a pandemic emergency, the LRRA shall have clearly written, published, and readily accessible orders of succession and delegated authority for:

- 1) LRRA Executive Director
- 2) Board of Directors
- 3) Department Managers

The order of succession and delegation of authority for LRRA officials shall be the following:

- 1) Executive Director
- 2) Board President
- 3) Board Vice President
- 4) Board Secretary/Treasurer

Under the authority of the LRRA Executive Director, Department Managers shall prepare orders of succession and delegation of authority for their various departments.

5. Departments Plan for Redeployment to Vital Functions

The impact of a pandemic is recognized to have potential effects on LRRA operations in a variety of ways. To ensure continuity of services, plans are being made for redeployed personnel to carry out critical functions and priority support functions as needed to ensure continuity of government. Department Managers will develop a list of personnel from other departments to maximize assignment flexibility when faced with multiple simultaneous absences. These need not be an employee whose current position requires carrying out the function, but an employee who, because of experience and training, could reasonably be expected to handle the function at a reasonable and safe level.

6. Physical Distancing

It is recognized that social distancing is necessary and inevitable in a pandemic emergency to:

1. Limit the spread of disease,
2. Protect essential service personnel when performing their duty,
3. Ensure continuity of operations.

Departments shall identify in advance and prepare for implementation of telecommuting for vital LRRR business. This includes necessary arrangements for home-work stations with computer/phone access.

The LRRR Executive Director will make necessary arrangements for video and teleconferencing public meetings.

7. Minimum Staffing

The Administrative Coordinator shall manage a central clearinghouse for redeployment of employees not otherwise assigned to an essential function through their regular job assignment.

To prepare for maximizing staff resource availability for the emergency situation, the Administrative Coordinator and the Departments shall develop and maintain a list of employees capable of performing critical jobs necessary to maintain and/or support essential LRRR operations and continuity of government.

During an emergency, the availability of capable staff shall be monitored. When necessary to ensure adequate service, discretionary leave shall be cancelled.

8. Deployment of Personnel

Flexible scheduling shall be maintained to reduce or to lengthen hours of operation as needed to provide a variety of alternative work shifts and work schedules.

9. Protection of Personnel and Customers

In taking measures to ensure continuity of operations, the LRRR will also help protect the health, safety, and welfare of the community. However, a special obligation exists to help prevent disease spread when performing functions. Therefore, personal protective equipment and additional disinfection procedures will be provided to safely conduct LRRR business and limit the spread of disease. The use of such will be required if recommended by health authorities. Other efforts will be made such as the posting of public health reminders in LRRR facilities and restrooms for hand washing; the closing of public gathering places as ordered by the Governor; providing and encouraging alternative processes to conduct vital business and maintain continuity of LRRR services. At the discretion of the LRRR Executive Director or his/her designee, the LRRR may also require employees to take paid or unpaid leave to protect personnel and customers.

10. Family Support Plan

LRRRA employees can be expected to experience significant family support needs because of school closures and/or the need to care for family members. Because of the extraordinary situation such an emergency may present to the LRRRA's ability to maintain a public service workforce, discretion by the LRRRA Executive Director or his designee is granted to include pay, leave, and other benefits such as expanded availability of leave; accommodation of dependents in the workplace; assistance with coping with loss and grief; assistance with fatigue from prolonged work assignments and family care responsibilities. The LRRRA Executive Director may also exercise discretion in administering compensation and benefits to recognize extraordinary service during a pandemic emergency.

11. Communications

Timely and accurate communications with employees and customers shall be a priority. Established procedures for timely, coordinated, and approved dissemination of information regarding LRRRA operations and the status of the emergency shall be utilized. Communication procedures for contacting and communicating with individual employees shall be developed. Employees shall provide the LRRRA with home and family contact information and will keep such information up to date. The LRRRA will provide periodic reminders to employees of this responsibility.

12. Return to Normal Operations

It is recognized that recovery from a pandemic event will need careful assessment, organization, and planning. Because of the likely significant impact of the pandemic on the community and LRRRA operations, a structured and coordinated recovery plan will include:

1. Determining the of timing and a manner of formal notice of the end of the pandemic emergency;
2. Evaluating short and long term economic and social impacts on the community;
3. Assessing losses to the LRRRA, both financial and staff losses;
4. Adjusting services because of staff and revenue losses;
5. Planning for handling back logs of normal business;
6. Evaluating the handling of the emergency and planning for the future.

13. Additional Applications

In the event of a natural disaster or serious weather event, the guidelines in this policy can be employed to insure the wellbeing of the community.

SECTION 13 - DISCIPLINE

13.1 GENERAL

All employees of LRRRA are AT WILL employees who serve at will and, within provisions of State and Federal law regarding public employment, can be dismissed at any time, with or without notice, for any reason or no reason. While it would be impossible to list all grounds for which immediate termination or disciplinary action might result, some of the actions that may result in discipline or termination might include, but are in no means limited to, the following:

- a. Insubordination;
- b. Absence without leave including absence without permission, failure to notify a supervisor of sick leave, and repeated tardiness or early departure;
- c. Endangering the safety of the employee and/or other persons through negligent or willful conduct;
- d. Use of alcohol or drugs while on duty or in a LRRRA vehicle;
- e. Involvement with alcohol or drugs in the workplace in violation of LRRRA's substance abuse policy;
- f. Unauthorized use of public funds or property;
- g. Conviction of a felony and/or failure to report conviction of a crime as required under the policy;
- h. Conviction of official misconduct, oppression, or perjury;
- i. Falsification of documents or records;
- j. Unauthorized use of official information or unauthorized disclosure of confidential information;
- k. Unauthorized or abusive use of official authority;
- l. Violation of the sexual harassment policy;
- m. Incompetence or neglect of duty;
- n. Disruptive behavior which impairs the performance or safety of others; or

- o. Other violation of any of the requirements of these Personnel Policies or other safety rules, or other laws or regulations.

13.2 PROGRESSIVE DISCIPLINE

- a. The Executive Director, or their designee, may take disciplinary action, including termination, against an employee at any time. The severity of the discipline depends upon the nature of the infraction. The LRRRA may, but not necessarily will, use a progressive discipline system.
- b. The progressive discipline system, steps of which may be skipped whenever circumstances warrant, are generally as follows:
 - 1. Oral and/or written warning;
 - 2. Conference between Executive Director, employee, and supervisor;
 - 3. Written reprimands which the employee's supervisor will provide to the Executive Director and place in the employee's personnel file.
 - 4. Suspension from duty, with or without pay;
 - 5. Termination.
- c. As warranted, any above-described disciplinary measure may be invoked without regard to any other measure or in conjunction with any other measure.
- d. Disciplinary action other than oral or written warnings requires the advance approval of the Executive Director unless an emergency exists.
- e. If the Executive Director or the LRRRA Board of Directors through its Executive Committee, determines that suspension is in the best interest of the LRRRA, an employee may be suspended with or without pay when the employee is believed to be involved with or is being investigated for misconduct, has been indicted for a felony, or accused by information of official misconduct or oppression, until the investigation is concluded, the indictment or information is dismissed or tried and, if tried, until the trial and appeal (if any) are completed.

An employee suspended under this provision may be reinstated to the position held before suspension, without loss of benefits and the suspension of an employee that is later reinstated under this subsection will not be considered a disciplinary suspension, unless otherwise specified in the reinstatement.

13.3 PERFORMANCE REVIEWS

Performance reviews may be conducted at any time to review an employee's performance and document occasions of either unsatisfactory or good performance.

SECTION 14 - TERMINATION FROM EMPLOYMENT

14.1 VOLUNTARY TERMINATION

Employees who voluntarily terminate their employment with LRRRA, either by resignation or retirement, are requested to provide a least 10 working days' notice. This notice should be given in writing and provided directly to the Executive Director. Employees who have been employed for more than six months who resign or retire and give the appropriate 10 days' notice will be paid for any unused accrued vacation time they have available. Employees who do not give the appropriate notice will have any of their unused vacation time reduced by two weeks and will be paid only for any remaining accrued and unused vacation time. Employees who are retiring should keep in mind that greater notice than the above 10 working days will be required in order for retirement payments to be timely available.

14.2 REDUCTION IN FORCE

An employee may be terminated when their position is abolished, when there is either a lack of funds or a lack of work, or for any other reason deemed necessary. When reductions in force are necessary, decisions on individual termination will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, (3) transferability of the employee's skills to remaining positions with the LRRRA; and (4) the best business interests of LRRRA at that time as well as any other factors that might be relevant to the given circumstances.

14.3 INVOLUNTARY TERMINATION

All employees are employed at will and, within the limits of State and Federal Law applying to public employment, may at any time during their employment be terminated with or without notice, for any reason or no reason. An employee whose employment is terminated will be expected to leave the premises of LRRRA immediately. Employees who are terminated will be paid any wages due to them within six days after their termination or by the next payday, whichever is sooner. Employees who are terminated from employment with LRRRA will not be eligible to receive payment for any unused accrued vacation or sick time.

14.4 PAYMENT FOR UNUSED COMPENSATORY TIME

All nonexempt employees who have not used all their earned compensatory leave time will be paid for such time upon termination from employment and such payment will be included in the employee's final paycheck. Compensatory leave time (for nonexempt employees) will be calculated as the total number of hours for which compensation is due times the employee's hourly rate. Any amount paid for unused vacation or compensatory time will be based on the hourly rate in effect for the employee at the time of termination. Since the compensatory time was recorded at one and one-half times the hours worked, the payment for these hours is equivalent to time and one-half pay for the hours worked.

14.5 COBRA

The Federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) provides individuals with the option of continuing group health and dental insurance coverage, under specified conditions and at the individual's full expense, beyond the date which the insurance would otherwise terminate. Upon termination from employment, employees will be provided with notice concerning insurance continuation under COBRA.

SECTION 15 - GRIEVANCE POLICY AND PROCEDURE

15.1 GENERAL POLICY

It is LRRRA policy, insofar as possible, to prevent the occurrence of employment disputes and to attempt to deal promptly with any that might arise. If an employee has any complaint or concern regarding their work or work environment or any other matter relating to their employment with LRRRA, they must follow this grievance procedure to address the same.

For these purposes, a “grievance” is a written complaint on an LRRRA Grievance Form (Appendix I) regarding any disagreement over a specific action taken against the employee, a concern or dispute regarding compensation, hours of work, working conditions, performance evaluation or any other general complaints that a formal written grievance is turned in on.

15.2 FINAL AUTHORITY

Grievances will typically first be heard by the employee’s supervisor and from that decision can be appealed up to the Executive Director. Grievances against the Executive Director will be heard as outlined below. The Executive Director’s decision shall be the final authority on all grievance issues other than those grievances directly relating to the Executive Director.

15.3 GRIEVANCE PROCEDURE

The following procedures are applicable to employee grievances:

- a. Informal Conference Encouraged. Prior to filing a grievance, employees are encouraged to attempt to resolve the issue by an informal conference with their immediate supervisor. If this informal conference does not result in a resolution of the issue, the employee may proceed with filing a written grievance.
- b. Grievance. A Grievance must be in writing (on an LRRRA Grievance Form Appendix I), signed by the employee, and presented to the employee’s supervisor and the Executive Director **within 10 working days after the alleged action upon which the grievance is based occurred.** A statement of the specific remedial action requested by the employee must be included in the written grievance.

If an employee wishes, they may present their grievance on their own or through a representative (who does not claim the “right to strike”) of their own choosing and they or their representative may also call witnesses to present their grievance. The filing of a grievance shall not affect LRRRA’s ability to pursue disciplinary or termination actions.

c. Grievance Process and Deadlines. A grievance cannot be brought on an incident or situation that is more than ten (10) business days old. After being presented with a timely written and signed grievance complaint, LRRRA will proceed as follows:

1. Notice will be provided to the Executive Director, or if grievance is directly related to the Executive Director, to the LRRRA Board of Directors President;
2. A grievance hearing date will be scheduled within five days of the date the grievance was filed and the employee notified of the hearing date in writing;
3. On the scheduled hearing date, the party presiding over the grievance hearing will meet with the employee, and if applicable the employee representative, and such other persons as may be necessary to gather the facts and hear the presentation of witnesses (appropriate time limits may be imposed if the presentation of evidence and witnesses becomes unreasonably lengthy);
4. The party hearing the grievance may attempt to resolve the grievance with the employee and/or the employee's representative; and
5. The party hearing the grievance will communicate their decision to LRRRA and the employee in writing within five working days after the grievance hearing is completed, sending a copy of the decision to the Executive Director or if the grievance relates directly to the Executive Director, to the LRRRA Board of Directors President.
6. An employee's failure to appear at their scheduled grievance hearing will constitute withdrawal of the employee's grievance.

If an employee has not received a written decision to their grievance within five working days after the grievance hearing was conducted, or the employee is not satisfied with the decision, the employee must file a written appeal with the Executive Director within 10 working days from the date the grievance decision was received, or if no written decision is received, within 10 working days after the date the a grievance decision should have been received under the time frame set forth above. The decision of the Executive Director is final except in those cases where the grievance directly relates to the Executive Director, in which case the appeal of the grievance decision of the Executive Director must be filed with the LRRRA Board of Directors President within 10 working days of the employee's receipt of the Executive Director's decision. The presiding

officer of the governing body will appoint a panel of governing body members to hear the appeal and rule on it not later than 30 days following receipt of the written appeal.

- d. Grievances Relating to Harassment or Discrimination. If the employee's grievance is related to alleged harassment or discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age, national origin, disability, political affiliation, citizenship, veteran's status or genetic information (including family medical history) then the initial written grievance may, at the employee's option, be submitted directly to the Executive Director, or if the grievance relates to the Executive Director, to the LRRRA Board of Directors President. In the case of grievances relating to harassment or discrimination, the LRRRA Harassment Policy must also be followed, and the appropriate harassment compliant form completed by the employee. If a harassment complaint and grievance are filed together, to allow adequate time for investigation of the allegations, the Executive Director or presiding officer will issue a written decision on the grievance proceeding not later than the close of the 30th working day following the day on which the formal grievance was received. The decision of the Executive Director, or of a panel of governing body members appointed by the presiding officer to hear a grievance regarding the Executive Director, is final.
- e. Requirement for Appeal if Dissatisfied. If the employee is dissatisfied with a decision during the grievance process, they must appeal to the next level, in writing, within the established time period set forth above. Failure to appeal within the time frames set forth above will result in a determination that the employee is satisfied with the last decision and does not wish to appeal.

SECTION 16 - TRAVEL AND EXPENSE REIMBURSEMENT **AND USE OF LRRR CREDIT CARD**

16.1 GENERAL POLICY

The policy of the LRRR is that employees are to be fully reimbursed for necessary and reasonable job-related expenses incurred in the authorized conduct of LRRR business, including business-related travel. Employees must complete a Travel Application form before any travel which involves an overnight stay. The request should include an estimate of costs to be incurred. All travel expenses are subject to requirements of documentation and reasonableness and will be honored in conformity with adopted policies and procedures, provided that the travel was properly authorized and that the funds are available in the LRRR's budget. In order to seek reimbursement for travel expenses, an employee must turn in all receipts within three workdays after the employee's return from the trip. Expenses that are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.

16.2 TRANSPORTATION AND SUBSISTENCE

Employees in travel status shall be entitled to transportation, accommodations, and meals which are reasonable and meet adequate quality standards for convenience, safety, and comfort. This policy means that travelers shall, whenever possible, use the most economical accommodations which meet reasonable requirements. Employees engaged in necessary and authorized travel in conduct of LRRR business will be reimbursed for actual costs and documented reasonable expenses necessary to conduct the business for LRRR. Reimbursable subsistence expenses will generally be for food, registration, lodging, parking, tolls, taxi, and reasonable gratuities.

16.3 PERSONAL VEHICLE

Where use of a personal vehicle is judged to be the most reasonable means of transportation in the conducting of occasional official LRRR business, reimbursement will be at the current per mile rate prescribed by LRRR policy for its employees. Employees are expected to report the shortest distance between points of departure and destinations for all travel. Travel between an employee's residence and the LRRR office is not eligible for reimbursement. Mileage reimbursements will be made monthly based on the appropriate monthly report being completed and submitted by the employee. In the case of LRRR employees who drive their personal vehicle for official LRRR business on a regular basis, the LRRR Board may elect to pay such employees a set monthly car allowance rather than the per mile reimbursement rate.

16.4 TRAVEL EXPENSE FORM FOR REIMBURSEMENT

As soon as an employee returns from a trip, or at least within three working days of the travel, they must turn in all receipts to the Administrative Coordinator so a Travel Expense Form may be completed. LRRRA will issue a reimbursement check to the employee for allowable out-of-pocket expenses.

16.5 PROHIBITED EXPENDITURES

Costs of personal entertainment, spouse's expenses, amusements, social activities, traffic citations, or illegal activities are not allowable for reimbursement.

16.6 LRRRA CREDIT CARD USE

LRRRA provides credit cards for use by designated LRRRA employees, and they are intended for LRRRA business use only. Each month the employee who is responsible for a credit card will be issued a copy of the bill for that credit card and it is the responsibility of the employee to review this bill and determine its accuracy. The employee is responsible for the receipts of items charged throughout the month. Each amount on the monthly billing must have a receipt or some type of documentation to support it, which should be attached to the bill. If any charges are determined to be inaccurate or inappropriate, they should be reported to the Manager of Accounting. Employees will be required to reimburse LRRRA for any inappropriate charges made to the LRRRA credit card. Credit cards should never be used for personal expenses.

APPENDIX A

LUBBOCK REESE REDEVELOPMENT AUTHORITY EMPLOYEE POLICY MANUAL ACKNOWLEDGEMENT AND AGREEMENT

I _____, hereby acknowledge that I have received a copy of The Lubbock Reese Redevelopment Authority ("LRRRA") Employee Policy Manual ("Manual") as well as all documents and appendix items related thereto. I understand and agree that I am responsible to read and comply with the policies and procedures outlined in the Manual as well as any rules and regulations that might be provided to me separately or established in the future whether contained in an amendment or revision of this Manual or otherwise provided or established.

I also understand and agree that the policies and procedures in this Manual as well as any other policies or procedures that I might be provided throughout my employment with LRRRA may be changed at any time by LRRRA and that LRRRA reserves the right to change my hours, wages and/or working conditions or any other policies and procedures relating to my employment at any time, with or without notice, and any such changes are effective at the time they are made regardless of notice. I further understand and agree that no one at LRRRA, other than the Board of Directors by a written agreement signed by the Board President, has the authority to enter into any agreement with me, expressed or implied, concerning the term of my employment, conditions of my employment or the circumstances under which my employment may be terminated.

I expressly understand, acknowledge, and agree that nothing in this Manual or any LRRRA policies and procedures that may be published or provided by LRRRA to me creates or is intended to create any promise or representation of any continued employment and that my employment with LRRRA is expressly understood at all times to be **AT WILL**. I understand and agree that my **AT WILL EMPLOYMENT** may be terminated **AT THE WILL** of either LRRRA or myself at any time, for any reason or no reason, with or without notice. I further understand acknowledge and agree that this Manual and any related policies or procedures that might be provided to me throughout my employment are not intended to, nor do they bestow any additional rights or benefits upon me. My signature below indicates my understanding and agreement that my **AT WILL EMPLOYMENT** status is the only and entire agreement between myself and LRRRA concerning the duration of my employment and the circumstances under which my employment may be terminated. Further, I understand and agree that this agreement supersedes all prior agreements, understandings and/or representations concerning my employment with LRRRA.

Employee's Signature

Date

APPENDIX B

LUBBOCK REESE REDEVELOPMENT AUTHORITY WORKPLACE HARASSMENT POLICY ACKNOWLEDGMENT AND AGREEMENT

I _____, hereby acknowledge receipt of the LRRRA Workplace Harassment Policy contained in the LRRRA Employee Policy Manual as well as a copy of the Harassment Complaint Form. I understand I am responsible for reading, understanding, and complying with such policy and any amendments or modifications thereto.

I hereby agree to comply with and follow the policies and procedures set forth in the LRRRA Harassment Policy. I agree to follow the procedures established by said policy and any amendments or modifications thereto throughout my employment with LRRRA and my signature below as well as my continued employment represent my agreement to comply with any amendments or modifications to said policy.

Employee Signature

Date

APPENDIX C

LUBBOCK REESE REDEVELOPMENT AUTHORITY PAYROLL DEDUCTION AUTHORIZATION AGREEMENT

I _____, hereby agree, consent, and authorize LRRRA to deduct from any payroll checks or deposits or other payments due me, for the following:

1. Any costs associated with Employee's use of LRRRA telephone, facsimile, copy machines, office supplies, postage or other LRRRA property or equipment other than use in connection with LRRRA business;
2. Any amounts due and owed to LRRRA by reason of fraud, embezzlement, theft, or any unauthorized use of any LRRRA property, goods, services or other assets by Employee;
3. Any amounts owed for the value of any LRRRA property that has not been returned to LRRRA by Employee upon termination, including but not limited to uniforms, equipment, supplies, etc.;
4. Any sums due and owing to LRRRA from Employee for Employee's portion of any benefit plan established by or participated in, including but not limited to, medical insurance, disability insurance, 401K or retirement plans, or any other employee benefits; and
5. All amounts that are required by law through attachment, garnishment, levy, withholding or other legal or judicial process to be paid by LRRRA to others on behalf of or for the benefit of Employee, including but not limited to wages or salary that are garnished or attached by state or federal agencies for payment of child support or other obligations.
6. Any amount of overpayment.

I agree that all applicable deductions including but not limited to those listed above, may be withheld from any paycheck or other payment due me throughout my employment with LRRRA or upon termination of employment with LRRRA, whether the termination is voluntary or involuntary.

I further specifically agree and acknowledge that in the event LRRRA does not withhold any amount due and owing from any payroll check or payment, LRRRA has not and does not in any way waive or otherwise modify or limit its ability to make deductions from subsequent payroll or other checks or payments or to pursue any other remedy or proceeding to collect sums alleged to be due from me. I agree and acknowledge that LRRRA may make or not make deductions from any payroll or payment check in its sole discretion and is not in any way limited for not doing so.

Further, in the event the amounts due to LRRRA exceed the available amount of payroll or paycheck in any pay period, the Employee shall, upon request from LRRRA make such additional payment to LRRRA to extinguish in the full amount due and owing to LRRRA for any excess due.

Employee Signature

Date

APPENDIX D

LUBBOCK REESE REDEVELOPMENT AUTHORITY NON-DISCLOSURE/CONFIDENTIALITY ACKNOWLEDGEMENT AND AGREEMENT

I _____, understand that as an employee of LRRRA I may become aware of, process, or otherwise learn confidential or proprietary information concerning LRRRA, its customers or employees. I understand that as an employee of LRRRA I have an obligation to LRRRA to keep confidential and not to disclose any and all confidential information that I learn or may become aware of as a result of my position with LRRRA, unless otherwise required by law to disclose.

I further agree that I will not disclose or remove from LRRRA property (either physically, by copying or by transferring electronically) any confidential or proprietary information of either LRRRA, its customers or employees, including but not limited to any materials, documents, data, software, correspondence or communications, emails (electronic or written), notes or otherwise which relate to, concern or belong to LRRRA, its customers or employees, without the express written permission of the Executive Director.

I agree that the confidentiality of information and my agreement not to disclose that information and to maintain such confidentiality shall continue even after I am no longer employed by LRRRA.

I understand that violations of the Non-Disclosure / Confidentiality Agreement will not be tolerated and will subject me to disciplinary action, up to and including termination by LRRRA and may also subject me to individual liability and legal liability.

I confirm that I have read the above statements and agree with them and will in all respects adhere to all of terms of this Non-Disclosure / Confidentiality Agreement throughout and after my employment with LRRRA.

Employee Signature

Date

APPENDIX E

LUBBOCK REESE REDEVELOPMENT AUTHORITY CODE OF CONDUCT ACKNOWLEDGEMENT AND AGREEMENT

Lubbock Reese Redevelopment Authority (LRRRA) is a political subdivision of the State of Texas and as such it is very important that all LRRRA employees and representatives carry out their duties in an ethical, fair, and legal manner avoiding actual and perceived conflicts of interest. As such LRRRA employees and LRRRA board members must comply with the following Code of Conduct.

A. Definitions

1. **Benefit** means any economic gain or economic advantage to an officer or employee or to a relative of an officer or employee, but does not include:
 - a. Political contributions made and reported in accordance with law;
 - b. Awards publicly presented in recognition of public service;
 - c. Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities;
 - d. Commercially reasonable loans made in the ordinary course of the lender's business;
 - e. Complimentary copies of trade publications;
 - f. Reasonable hosting, including travel and expenses, entertainment, meals, or refreshments furnished in connection with public events, appearances or ceremonies related to official LRRRA business, if furnished by the sponsor of such public event or in connection with speaking engagements, teaching or rendering other public assistance to an organization or another governmental entity; and
 - g. Any economic gain or economic advantage conferred by any one person or organization if the economic value totals less than \$50.00 per calendar year.
2. **Confidential Information** means any written information that could be excepted from disclosure pursuant to the Texas Open Records Act, if such disclosure has not been authorized pursuant to law; or any non-written information which, if it were written, could be excepted from disclosing under that Act, unless

disclosure has been authorized pursuant to law. Such information may be the information of LRRRA or its clients or customers which is learned by the LRRRA employee from LRRRA's relationship with such clients or customers. LRRRA employees shall not disclose information to anyone either during or after their employment with LRRRA.

3. **Employee** means a person employed by LRRRA, including those individuals on a part-time basis; but does not include an independent contractor or any LRRRA Board of Directors member. For purposes of this Code and for no other purpose, the term employee includes volunteers.
4. **Relative** means a person who is related to an official or employee as spouse or any of the following, whether by marriage, blood, or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law.
5. **Volunteer** means an individual who provides services to LRRRA without any expectation of compensation or financial gain and without receiving any compensation or financial gain.

B. Standards of Conduct

1. Employee shall not:
 - a. Ask or expect or make any statement or carry out any behavior that indicates that the employee asks or expects contractors or others with whom LRRRA does business to in any way favor LRRRA or any individual staff members with special treatment;
 - b. Accept or solicit, for personal financial gain, any benefit that might reasonably tend to influence them to act improperly in the discharge of their official duties;
 - c. Use their official positions improperly to secure unwarranted privileges or exemptions for themselves, relatives, or others. This provision does not preclude officers or employees from acting in any manner consistent with their official duties or from zealously providing public services to anyone who is entitled to them;
 - d. Participate in making or influencing any LRRRA decision or action in which they know that they have any financial interest distinguishable from that of the public generally or from that of other employees generally;

- e. By their conduct give reasonable basis for the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their official duties, or that they are unduly affected by the kinship, rank, position or influence of any person;
- f. Use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reasons of their position with LRRR. This provision applies to former officers and employees as well as to current ones;
- g. Transact any business (other than ministerial acts) on behalf of LRRR with any business entity of which they or their relatives are officers, agents, or members or on which they or their relatives have a financial interest. In the event such a circumstance arises, then they shall make known their interest, and in the case of an employee, disclose the matter to an appropriate administrative authority within LRRR so that reassignment or other suitable action may be taken to remove the employee from any further involvement in the matter;
- h. Accept other employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities within LRRR, or which might impair their independent judgment in the performance of their public duty;
- i. Receive any fee or compensation for their services as employees of LRRR from any source other than LRRR, except as may be otherwise provided by law. This shall not prohibit their performing the same or other services for a public or private organization that they perform for LRRR if there is no conflict with their LRRR duties and responsibilities and the Executive Director has approved such other outside employment;
- j. Knowingly performs or refuses to perform any act in order to deliberately thwart the execution of any LRRR rules or regulations or the achievement of official LRRR programs;
- k. Personally represents or appears on behalf of the private interest of another before LRRR;
- l. Participate in any decision relating to review or approval of any contract that affects the employee's personal pecuniary interest;

- m. Use his or her official authority or influence to seek to interfere or interfere with or affect the result of any election or nomination for office; or
- n. Use funds provided by the State of Texas to influence or seek to influence the passage or defeat of any legislative measure in the Texas Legislature or the outcome of any election.

2. Employee shall:

- a. In all activities on behalf of LRRRA carry out their activities in a fair and legal manner avoiding actual or perceived conflicts of interest and not allowing personal preferences and/or dislikes to affect decisions related to their duties for LRRRA.
- b. In all activities on behalf of LRRRA conduct their activities in full compliance with the law and the policy of LRRRA to treat all individuals, members, potential members, contractors, and others fairly and equitably and in an honest, fair, and courteous manner.
- c. Immediately disclose to the Executive Director or if the employee is the Executive Director to the LRRRA Board of Directors any relationship of the staff member or their relative with any entity doing business with LRRRA or seeking to do business with LRRRA.

I _____, an employee of LRRRA have read the foregoing Code of Conduct and agree to follow and fully comply with such Code of Conduct throughout my employment with LRRRA.

Employee Signature

Date

APPENDIX F

LUBBOCK REESE REDEVELOPMENT AUTHORITY TECHNOLOGY, INTERNET, AND EMAIL USE POLICY ACKNOWLEDGEMENT AND AGREEMENT

INTRODUCTION

LRRRA's technical resources—including desktop and laptops, tablets, telephones, Internet and/or World Wide Web (Web) access, voicemail, e-mail, electronic bulletin boards, and cell phones—enable employees to quickly and efficiently access and exchange information throughout LRRRA and in fact around the world. When used properly, these resources can greatly enhance employee productivity and knowledge and benefit LRRRA and its clients.

Because many of these technologies are constantly evolving and changing it is important to understand how they fit within LRRRA and within the responsibilities of LRRRA employees. This policy applies to all technical resources that are owned by LRRRA or that are used on or accessed from LRRRA premises or with LRRRA equipment or that are otherwise used for LRRRA business purposes.

NO EXPECTATION OF PRIVACY

Although LRRRA respects the individual privacy of its employees, employees should understand that they have no reasonable expectation of privacy in connection with their use of LRRRA's physical property. This includes but is not limited to vehicles, desks, lockers, etc. or LRRRA's technical resources, including but not limited to desktop computers, laptops, tablets, telephones, Internet and/or World Wide Web (Web) access, voicemail, e-mail, electronic bulletin boards, and cell phones and any other equipment used for LRRRA business. This equipment is property of LRRRA and may be accessed by LRRRA at any time, with or without notice. Further, employees may not withhold information maintained within company supplied containers, including but not limited to, vehicles, desks, computer files, briefcases, office cabinets, lockers and/or computer databases.

All information—including internet usage, e-mail messages and files—created, sent, or retrieved using LRRRA's technical resources are the property of LRRRA, and should not be considered private or confidential. Employees have no right to privacy regarding any information or file transmitted or stored using LRRRA's technical resources. As an employee of LRRRA you need to understand that any electronically stored information that you create, send, or receive may be retrieved and reviewed by LRRRA. Employees should also be aware that even when a file or message is erased or an Internet session has ended, it is sometimes possible to recreate the message or locate the Web site that was accessed. LRRRA reserves the right to monitor your use of its technical resources at any time. All information, including text and images, may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

COMPANY HAS RIGHT TO ACCESS – USE OF PASSWORDS

Although voicemail, e-mail, and computer network systems, are required to be password protected, these resources belong to LRRRA and these systems are accessible at all times by LRRRA and may be subject to periodic, unannounced inspections by LRRRA for any reason, with or without notice. This policy is applicable to all LRRRA's technical resources including but not limited to electronic, telephone and computer network systems which are accessed on or from Company premises, accessed using Company computer equipment, or via Company paid access methods, and/or used in a manner which identifies the individual with LRRRA.

All system passwords must be available to LRRRA at all times; employees may not use secret passwords. LRRRA may override any applicable passwords or codes to inspect, investigate, or search and employee's files and messages. Employees should not provide a password to other employees or to anyone outside LRRRA and should never access any technical resources using another employee's password.

To facilitate LRRRA's access to information on its technical resources, employees may not encrypt or encode any voicemail or e-mail communication or any other files or data stored or exchanged on Company systems.

PLEASE CONSIDER

As you use LRRRA's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail and voicemail messages are sometimes not as carefully thought out as a letter or memo might be. However, even after you delete these messages or close a computer session, the information may still be recoverable and may even remain on the system or it may be forwarded or accessed by those it was sent to or it may be subject to open records laws. Keep this in mind when creating e-mail messages, voicemail messages, and other documents or communications. You must assume that someone other than the intended or designated recipient may access any and all messages, communications and sites; therefore, all communications and use of technical resources must be carried out in a professional and appropriate manner.

ACCEPTABLE USES

LRRRA's technical resources are provided for the benefit of LRRRA and its customers. These resources are provided for use in the pursuit of LRRRA business and are to be used only in that pursuit, except as otherwise provided in this policy.

Employees should seek to avoid using LRRRA's technical resources for non-work purposes. Any use of LRRRA's technical resources for non LRRRA purposes does occur it should be very minor, very infrequent, such use must comply with the requirements described in this policy and any additional expense related to such use should be reimbursed to LRRRA by the employee.

Please keep in mind that regardless of the reason for use, employees have no right of privacy regarding any information or file transmitted or stored using LRRRA's technical resources.

Employees must be aware that their email communications, social media posts and internet activity will reflect on LRRRA. Everyone is responsible for the content of all text, audio, or images that he/she places or sends over email or the internet and should use only appropriate content and exercise discretion when selecting recipients when communicating confidential or proprietary information. All communication must be for professional reasons and must be used in an effective, ethical, and lawful manner. All messages communicated on the internet must have the sender's name attached. No messages may be transmitted under an assumed name. No user may attempt to obscure the origin of the message or its sender.

UNACCEPTABLE USES

LRRRA's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet or via email should do so only on their own personal time and by their own personal internet and/or email account and not through the use of any LRRRA resources or equipment.

Solicitation for any non-LRRRA business or activities using LRRRA resources is strictly prohibited. Employee's use of LRRRA's technical resources must not interfere with their productivity, the productivity of any other employee, or the operation of LRRRA. Employees may never play games on LRRRA's computers and other technical resources.

Employees may not send e-mail or other communications that either mask their identity or indicate that someone else sent them. Employees may never access any technical resources using another employee's password.

Employees are prohibited from using LRRRA's electronic, telephonic or computer network systems in any way that may be distracting, disruptive or offensive to others. Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted using LRRRA resources must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, any pornographic, sexual, racial, or gender-specific comments, jokes, or images that would offend someone on the basis of his or her race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age, national origin, disability, political affiliation, citizenship, veteran's status or genetic information (including family medical history) as well as any other protected category. Any use of Company resources to harass or discriminate is unlawful and strictly prohibited. Violators will be subject to discipline, up to and including immediate termination.

CONFIDENTIAL INFORMATION

All employees should safeguard the confidential information of LRRRA, as well as that of customers and others, from disclosure. Therefore, appropriate actions should be taken to protect messages or documents containing confidential information of LRRRA as well as its clients.

COPYRIGHTED MATERIALS

Do not copy or distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through e-mail, by internet or by any other means unless you have confirmed in advance from appropriate sources that LRRRA has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by LRRRA as well as legal action against the individual employee by the copyright owner. Any questions concerning these rights should be directed to the Executive Director or the Supervisor of Operations.

SOFTWARE POLICY

Computer software is protected from unauthorized copying and use by federal and state law. Unauthorized copying or use of computer software is not allowed. Therefore, employees may not load personal software onto LRRRA's computer system and may not copy software from LRRRA for personal use.

To prevent computer viruses from being transmitted through the system no one may download unauthorized software onto an LRRRA computer. Software/program downloads from public entities, e.g., State or Federal sources, are authorized if the programs are required to process needed files/documents. Download files/programs only after careful review and approval from the Executive Director or Director of Finance. Any questions about the safety of a download file should be directed to the Executive Director or the Supervisor of Operations.

EMPLOYEE RESPONSIBILITY AND VIOLATION OF POLICY

Each employee is responsible for the content of all text, audio, or images that he/she places or sends over LRRRA's technical resources. LRRRA will review violations of any provision of this policy on a case-by-case basis. Failure to comply may result in disciplinary action up to and including termination. If necessary, LRRRA will advise appropriate officials of any legal violations which could result in criminal prosecution. Infractions will be reported to Executive Director.

I _____, have read, understand, and received a copy of the above policy on Technology, Internet, and No Expectation of Privacy Policy.

I further understand that I have no expectation of privacy in any use of LRRRA's technical resources regardless of the reason for the use.

I acknowledge that LRRRA may review any use of LRRRA's property or technical resources for any reason, with or without notice.

I agree to comply with the above outlined policy.

Employee Signature

Date

APPENDIX G

LUBBOCK REESE REDEVELOPMENT AUTHORITY VEHICLE OPERATION AGREEMENT AND ACKNOWLEDGEMENT

To protect the safety of employees and the public, the following vehicle safety rules have been implemented and must be agreed to by any employee who operates an LRRRA vehicle or the employee's own personal vehicle for LRRRA business purposes:

1. Any employee driving an LRRRA vehicle must have a valid license with a good driving record and have signed this document. If there are any questions, contact the Executive Director.
2. Any employee and any passengers in a LRRRA vehicle being operated for LRRRA business must wear a seatbelt at all times and shall not text or talk on their cell phone while driving.
3. All traffic laws must be observed, and drivers must drive conservatively when operating either a LRRRA vehicles or a personal vehicle on LRRRA business.
4. Any change in an employee's driving record must be reported to the Executive Director immediately.
5. Any employee who elects to drive their own personal vehicle for LRRRA business agrees and understands that when driving their own personal vehicle on company business, their own personal insurance coverage will be primary coverage in the event of an incident or claim.
6. Further, any employee who elects to operate their own personal vehicle when on LRRRA business agrees to have insurance coverage for the vehicle and to periodically and/or upon request, provide a copy of such insurance to LRRRA.

I _____, have read, understand, and agreed to abide by the guidelines set forth in this document while operating an LRRRA vehicle or operating a personal vehicle for a LRRRA business purpose.

Employee Signature

Date

APPENDIX H

LUBBOCK REESE REDEVELOPMENT AUTHORITY AGREEMENT TO ACCEPT COMPENSATORY TIME OFF IN LIEU OF OVERTIME PAY

I understand that; in accordance with the provisions of the Fair Labor Standards Act, the Texas Government Code and Lubbock Reese Redevelopment Authority ("LRRRA") Employee Policy Manual, nonexempt employees are allowed, with the approval of the Executive Director, to accrue compensatory time off work, instead of receiving payment for overtime hours worked.

I voluntarily agree, ahead of time, to accept compensatory time off in lieu of overtime pay for any overtime hours which I will work from the date of this signed document until the date my employment is voluntarily or non-voluntarily terminated with LRRRA or I revoke this agreement in writing and provide the same to the Executive Director. I understand that I will accrue compensatory time at the rate of one and one-half hours for each overtime hour that I work during this period. I understand that this compensatory time will not be counted as time worked for purposes of computing overtime or additional compensatory time.

I further understand that compensatory time may be accrued up to 30 hours (20 overtime hours at time and one half) and any compensatory time earned must be used by the employee within 26 pay periods from the time it is earned or paid in accordance with federal law. I also understand that the use of compensatory time must be approved by my supervisor and the Executive Director. I understand that compensatory time earned and used will be indicated on my time record and it will be entered into and accounted for through the payroll system. I understand that I should review my time records regularly and immediately report any errors or miscalculations that I believe LRRRA might have made concerning my compensatory time or overtime calculations. I also understand that if I voluntarily or non-voluntarily terminate my employment with LRRRA or I am promoted into an exempt position with LRRRA, LRRRA is responsible for arranging for me to use or to be paid the balance of my accrued compensatory time at my final hourly rate of pay prior to the termination or change in position.

I _____, understand that this agreement is only in effect for the specific date or dates cited above.

Employee Signature

Date

APPENDIX I

LUBBOCK REESE REDEVELOPMENT AUTHORITY EMPLOYEE GRIEVANCE FORM

A grievance must be filed within 10 working days after the alleged action upon which the grievance is based occurred.

Once you have reviewed the LRRRA Grievance policy, if you wish to make a Grievance, legibly complete this form. Make two additional copies. Give the original to your supervisor, keep one copy for yourself and provide one copy to the Executive Director (unless your issue requires otherwise as set forth in the Grievance procedure policy).

Issue of Grievance: Provide a clear and concise statement of the specific grievance. (Describe in detail the issue, when, where, and how your employment has been affected and list the names of others involved. Attach any supporting documentation.)

Please state what applicable policy do you feel has been violated?

_____ Date of alleged violation

Relief Requested: Specify what you want to happen as a result of your grievance and/or what actions would resolve your grievance. (Attach sheet if needed.)

My signature below indicates that the information contained on this form and the attachments to this form are true and correct.

Employee Printed Name

Date

Executive Director Signature

Date

For Official Use Only

_____ Date Filed

APPENDIX J

LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA) WORKING SPOUSE PROVISION SPOUSAL COVERAGE AFFIDAVIT

Employee Name _____

Spouse Name _____ Spouse Employer _____

On the effective date of my coverage, My Spouse will be:

_____ Employed full-time and Employer does NOT offer health insurance coverage

_____ Employed full-time and Employer DOES offer health insurance coverage

_____ Disabled

_____ Employed part-time

_____ Self Employed

_____ Unemployed

_____ Retired

Pursuant to the Lubbock Reese Redevelopment Authority Employee Policy Manual – v.5, Section 9.1 – Medical Insurance Benefits (approved 7/26/2017), any spouse who is offered coverage for health insurance benefits under any other employer-sponsored health plan is NOT eligible to be covered under the LRRRA-sponsored health plan.

By signing below, I hereby certify that the information provided above is true, correct, and current as of the date signed. I understand that any misrepresentation in the information I have provided above will make me subject to disciplinary action and will permit LRRRA / Reese Technology Center to terminate the spouse's coverage and seek appropriate legal recourse.

I further understand that I must report any changes in my spouse's employment status to LRRRA / Reese Technology Center Human Resources Department within 30 days of the occurrence. My signature authorizes LRRRA / Reese Technology Center to verify all documents provided and contact any institution or organization to verify the facts as stated herein.

Employee Signature

Date

APPENDIX K
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
SMOKING / TOBACCO USE POLICY ACKNOWLEDGEMENT

Smoking and Tobacco Use Policy (Section 12.4, Health and Safety Policy)

Purpose:

Studies have shown that smoking and other tobacco use causes serious health problems in humans. Further, improperly disposing of smoking materials has been determined to be a fire hazard. The purpose of this Policy, therefore, is to safeguard the health and safety of employees and members of the public and to reduce the effects or other hazards caused by tobacco use.

Policy:

Smoking and tobacco use by employees and the Public is restricted by the guidelines set forth below. The policy is designed to protect all persons from unwanted exposure and the harmful effects of tobacco products.

Procedures:

- 1) Smoking and other tobacco use by employees is prohibited in all LRRRA owned and operated vehicles, boats, buildings, and facilities.
- 2) In addition to the above prohibitions, smoking and other tobacco use is also prohibited in the following areas:
 - a. Within 25 feet of any doorway, entryway, or window of any LRRRA owned property or property used by LRRRA employees.
 - b. Within 100 feet of any fuel island and/or fuel storage facility.
 - c. In any LRRRA owned vehicle.
 - d. In personal vehicles used on LRRRA business when the vehicle is occupied by more than one person.
- 3) Signs and Lettering will be posted on all LRRRA buildings stating, "No Smoking."
- 4) The Executive Director may make an exception to this policy in writing at his or her sole discretion upon written request by a department head.

Definitions:

- Smoking and Tobacco use- smoking and tobacco use is defined as the smoking, vaping, or use of any tobacco products, including but not limited to, cigarettes, cigars, spit and smokeless tobacco, chew, snuff, snus, electronic cigarettes, and other non-FDA approved nicotine delivery devices.

All employees of, and contractors of LRRRA are expected to comply with this policy. Non-compliance with this policy will result in corrective action.

Responsibility:

It is the responsibility of those who choose to use tobacco materials to do so following the guidelines above. It is the responsibility of supervisors to monitor adherence to this policy. New employees should be made aware of this policy.

Smoking Cessation:

Employees who are interested in quitting the use of tobacco products should review their Medical Benefits Covered Expenses document regarding Nicotine Replacement Therapy.

Acknowledgement:

I _____, have read the attached revised Section 12.4 from the personnel policy and I have had my questions answered. I understand the section and acknowledge my rights and responsibilities related to it.

Employee Signature

Date

BOARD ACTION ITEM #2021-0428-082

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRA)
APRIL 28, 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 LRRA Employee Policy Manual Revisions, on this 28th day of April 2021.”

Joseph R. Rapier, President

ATTEST:

Board Member

AGENDA ITEM 8
FY2021 MBD INCENTIVE PAY PLAN

At the November 20, 2020 Board Meeting, the Board approved the attached FY2021 Incentive Pay Plan for the Manager of Business Development. That plan imposes a cap of \$60,000 on the amount of incentive pay the MBD is eligible to collect. At this board meeting we will discuss possibly modifying the MBD incentive pay plan. More information will be provided and discussed in closed session.

Incentive Plan FY2021

Manager of Business Development – Approved

Annual FY Maximum Incentive Pay \$60,000

The MBD will earn Incentive Pay based on Qualifying Incentive Revenue (QIR) as calculated and described below. The maximum amount of Incentive Pay that will be paid out in a single fiscal year is \$60,000.

Qualifying Incentive Revenue is defined as:

1. Revenue from renewals of existing customers after all renewal options in the current lease have been exhausted – 3% will be paid out as incentive for this type of revenue.
2. Revenue from a lease for existing customers that adds new square footage – 5% will be paid out as incentive for this type of revenue.
3. Revenue from a new customer – 8% will be paid out as incentive for this type of revenue.

Non- Qualifying Incentive Revenue is defined as:

1. Lease revenue for co-location space does not qualify.
2. Revenue from Right of Usage/Right of Entry Agreements does not qualify.

Other:

- Customer renewals that are part of the original existing lease are not eligible as QIR.
- Leases that are assigned or transferred to another customer, do not qualify as QIR.
- That portion of a lease payment that contains a capital expenditure reimbursement to Reese or a pass through payment to another entity, does not qualify as QIR.
- Claw Back Provision: if after incentive pay has been made to the MBD a tenant defaults on their lease, a prorated portion of the incentive pay will be reimbursed to Reese via a credit that must be met prior to any other incentive pay paid to the MBD. If the MBD resigns from Reese and owes any defaulted incentive pay to Reese, that amount must be repaid and may be withheld from the last paycheck.
- The incentive pay will be made to the MBD at the last pay period of each quarter (December, March, June, and September), if earned, following the lease approval and signature by both the tenant and Reese.
- This Incentive Plan will be administered on a fiscal year basis (October 1 – September 30), will be reviewed annually, and is subject to change.

BOARD ACTION ITEM No. 2021-0428-083
BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY
APRIL 28, 2021

Item to be Considered:

Consider the FY2021 Manager of Business Development (MBD) Incentive Pay Plan

Previous Board Action:

The Board regularly approves compensation plans and incentive and/or bonus pay plans. At the November 20, 2020 Board Meeting, the Board approved an incentive pay plan for the MBD.

Statement of Pertinent Facts:

- a. Incentive pay on the Board-approved plan in place for FY2021 is capped at \$60,000
- b. See attached plan which is a revision of the FY2021 plan in place

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 revised FY2021 MBD Incentive Pay Plan, attached, as submitted, on this 28th day of April 2021.”

Joseph R. Rapier, President

ATTEST:

LRRR Board Member

AGENDA ITEM 9
EXECUTIVE SUMMARY
TREE REMOVAL IN FORMER HOUSING
AWARD BID TO HILDEBRANDT TREE TECH

At the March Board meeting we discussed the cost of cleaning up former housing to prepare it for sale or development. The project was broken up into two sections: one for tree removal and another for removal of the concrete. To get a cost estimate for the tree removal, staff contacted four tree removal companies and received two bids: one from Tomcat's Lubbock Tree Trimming for \$270,000 and another from Hildebrandt Tree Tech for \$200,000. Since receiving the initial bid, Hildebrandt contacted staff with a revised bid of \$131,650. This project includes removing all the trees, leaving stumps at ground height, and hauling off all the trees and cuttings. Given the abnormally competitive price, staff feels this is an opportunity that is not likely to present itself again, therefore, staff is requesting Board approval to move forward with tree removal in Former Housing by awarding the bid of \$131,650 to Hildebrandt Tree Tech.

To award this bid, the Board needs to exercise their right to suspend the purchasing policy under Section 3.10 of the LRRRA Purchase, Procurement, and Payment of Goods and Services Policy and Procedure Manual, which staff feels is appropriate in this situation and which the Board has done in the past.

BOARD ACTION ITEM No. 2021-0428-084

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
APRIL 28, 2021**

Item to be Considered:

- a. Approve a resolution awarding a bid for tree removal at Former Housing to Hildebrandt Tree Tech.

Previous Board Action:

None

Statement of Pertinent Facts:

- a. Texas Local Government Code Section 271.006 requires cities and counties to competitively bid all purchases in excess of \$50,000.00. While other types of special districts are not specifically required to competitively bid purchases in excess of \$50,000.00, the Board elected to adopt the LRRRA Purchase, Procurement, and Payment of Goods and Services Policy and Procedure Manual (approved June 24, 2020) (hereinafter, the "Policy") that requires competitive bidding of purchases in excess of \$7,000.00 (see Section 3.8.b).
- b. Section 3.8.b. additionally requires that all purchases over \$75,000.00 require the preparation of a request for proposal/price (RFP) and that the RFP be "advertised in a newspaper of general circulation once each week for at least two weeks before the deadline for receiving bids."
- c. LRRRA Staff has contacted four companies to request bids for tree removal in former housing. Two bids were received: one from Tomcat's Lubbock Tree Trimming for \$270,000 and the other from Hildebrandt Tree Tech for \$131,650. Given the very large different in price, staff does not see any benefit or change in result in procuring this service using the RFP process.
- d. In the past, the Board has suspended application of the Policy pursuant to Section 3.10, which provides the Board "reserves the right to interpret, change, modify, amend, or rescind this policy in whole or in part at any time;" and Section 3.8.b., which requires competitive bids be obtained "on all purchases in excess of \$7,000.00 unless the requirement can be properly justified for another method."

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 exercises its rights under Section 3.10 of the Purchase, Procurement, and Payment of Goods and Services Policy and Procedure Manual and suspends the requirements of Section 3.8.b. requiring the preparation of a request for proposal/price (RFP) and advertisement in a newspaper of general circulation, in order to procure the services of tree removal and award the service to Hildebrandt Tree Tech, and as approved by the Board of Directors, and subject to rules and regulations adopted by the Board relating to same, unless specifically suspended, as submitted on this 28th day of April, 2021.

Approved by: _____
Joseph R. Rapier, President

ATTEST: _____
LRRRA Board Member

Agenda Item 10

Risk Management

Executive Summary

Management has an on-going process to assess and address current and anticipated risks, both direct and indirect. We recognize that these risks are a threat to Reese, therefore, this process allows us to identify potential problems before they occur so that risk-handling activities can be planned and invoked as needed.

Risk management is set up as a continuous, disciplined process of problem identification and resolution so that the system supplements other systems. This includes: organization, planning and budgeting, and cost control. Surprises will be diminished because emphasis will now be on proactive (we quantify the risk, predict the impact, and manage it) rather than reactive management. The goal is to mitigate adverse impacts on Reese.

Risk is managed in two broad ways: by retention and sharing. Retention allows Reese to accept and budget for the risk, while sharing allows us to transfer the risk by outsourcing it or by insuring against it.

An example of this is the following:

- We identify the threat: the company's server hardware malfunctions.
- We have a present process in place to manage the threat: all data is backed up to the Reese Data Center and to a cloud service.
- We share that responsibility: we contract with an outsource provider to ensure the data is being backed up to both locations.
- We plan for future treatment of the threat: we ensure updates to the system and manage the relationship with the outsource provider. In this scenario the management of the threat is both retained and shared by Reese.

Management recognizes that not all risk can be mitigated or managed. A few examples are:

- Regulatory risk – as a political subdivision of the state, we are subject to state and federal regulations. The threat of regulation is immense and unpredictable.
- Political risk – we have no control over the political environment in which we operate which is complicated by being in an era of globalization.
- Economic risk – we must consider our local economy as well as the national and global economy. Closer to home, we are impacted by the oil and gas as well as the agriculture industries. This can cause great shifts in demand for what we have to offer.

Reese management presents a semi-annual update of the Risk Management Report and the report which follows reflects updated risk assessments.

SEMI-ANNUAL RISK MANAGEMENT REPORT 4 28 2021

YELLOW SECTIONS INDICATE AN ADDITION OR CHANGE TO THAT SPECIFIC TYPE OF THREAT

ORANGE SECTIONS INDICATE THESE ITEMS WERE ON THE LAST REPORT AND HAVE SINCE BEEN COMPLETED

TECHNOLOGY

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Data Breach	*Virus and Malware Software on Each Work Station Runs Daily	*Retention/Sharing	*Upgrade Firewall / Virus Software / Malware Software	*Sharing
	*Change All Passwords and Codes as Needed	*Retention	*Continue to monitor system and determine need to changes Passwords/Codes	*Sharing
	*Inability to Access Employee Programs - Don't have passwords. Using LastPass - password repository	*Retention	*Ensure all employees are properly using LastPass	*Retention
	*Third Party System Check	*Sharing	*Third Party System Check	*Sharing
Hardware/Software Malfunction or Data Loss	*All Data Saved on Server Once a Day	*Retention	*Redundant Equipment / Hardware	*Retention/Sharing
	*Document Storage/Filing/Retrieval - Laserfiche	*Retention	*Implementation completed. File conversion in process. Next Step - Maximize Usage	*Retention
	*Server Back up of Specific Data to Reese Data Center and Cloud	*Sharing	*Maintain Updates	*Retention/Sharing
Server Down	*System Resides Behind two firewalls, on in B800 and one in B36.	*Sharing	*Maintain all servers: 1 in B36, 1 in B800, and a virtual server. Email server was decommissioned Jan 2021 and is now cloud based. All servers back up to each other.	*Sharing
Electrical	*SPEC Grid Upgrades	*Sharing	*Upgrades On-going	*Sharing
	*UPS Inspections for DC	*Retention	*On Site Inspections by Eaton	*Sharing
	*Dedicated refueling truck for the generator at DC	*Retention	*Maintain	*Sharing
	*Backup Generator at B36	*Retention/Sharing	*Scheduled Maintenance	*Retention/Sharing
Loss of Power - SPEC	*Operations Notified of Outage	*Retention/Sharing	*Redundant Equipment at B36	*Sharing
	*Call SPEC - direct access to field technicians	*Retention/Sharing	*Continue Relationship with SPEC	*Sharing
	*Monitor until Event Resolved	*Retention/Sharing	*Continue Relationship with SPEC	*Sharing
	*Customer Follow-up Report	*Retention/Sharing	*Continue to monitor	*Retention/Sharing
	*Engage LP&L for Possible Power as Backup to DC	*Sharing	*Begin Dialogue with City of Lubbock	*Sharing
B36 Support Equipment	*Emergency Repair Response for UPS'	*Retention/Sharing	*Maintenance of UPS Units with Eaton	*Retention/Sharing
B36 - Chiller-HVAC	*Replace Air Handlers	*Retain/Retention	*Completed	*Retain/Retention
B36 - Fire System	*Assess Halon Fire System and Repair/Replacement Options	*Retain/Retention	*Assess for FY22 Budget	*Retain/Retention
	*Emergency Repair Response	*Retain/Retention	*Maintenance of Chiller with TDI	*Retention/Sharing
Unknown	*Crisis Management - Alert System & Training Opportunities	*Retention/Sharing	*Consultants: SWITCH, SPEC, Parkhill	*Retention
Cyber Risk to Individual Equipment	*Inventory & Evaluate Company Owned Equipment.	*Retention	*Company Equipment Inventory Completed.	*Retention
	*There are now 2 servers. 1 used for the accounting system and general back-ups and the other server is in B36, used for data center operations. Email is now in the cloud.	*Retention/Sharing	*Continued monitoring of company exposure of Cyber Risk	*Retention/Sharing
	*State Mandated Cyber Security Training for all Employees	*Retention/Sharing	*Annual State Mandated Training to be done by June each year	*Retention/Sharing
Employee Workstation Down	*Establish extra work station in MOO office and DC. This was done with existing inventory.	*Retention	*Ensure workstations work properly	*Retention

WATER SYSTEM

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Technology	*SCADA Upgrade Water Control System	*Retention	*Monitor Integration with City of Lubbock	*Retention/Sharing
Contamination / Accident	*Flushing via Fire hydrants	*Retention	* On-going	*Retention
	*Water Operations Quality Monitoring	*Retention	*Ongoing	*Retention/Sharing
	*Enhanced Chlorination System - Installed in 2013	*Retention/Sharing	*Maintaining & Monitoring Campus Water System	*Retention/Sharing
	*PFAS/USAF Testing	*Retention/Sharing	*Monitor test results in collaboration w/ USAF	*Retention/Sharing
Age	*TCEQ	*Retention/Sharing	*On-going Inspections	*Retention/Sharing
	*Independent Tower Inspections	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*TCEQ Lead & Copper Regular Monitoring	*Retention	*Monitoring and Compliance - regular monitoring.	*Retention
Design	*Locating & Exercising all valves	*Retention	*Repair Faulty Valves	*Retention/Sharing
	*Develop Map of all Valves - This will be on-going as not all valves are identified on maps, i.e. we find them by accident.	*Retention	*Expansion of Water Utility if needed. We feel 95% of valves have been identified.	*Retention/Sharing
	*Dialogue with Water Utilities at City of Lubbock	*Retention/Sharing	*Evaluate & Redesign Overall Water Flow. Agreement with USAF for \$80M buildout will benefit LRRR by adding a looping system.	*Retention/Sharing
	*Flow Meters & Gauges Installed	*Retention	*Ongoing	*Retention
	*Add Isolation Valves on South Side of Property Between SPC 8 and B555	*Retention/Sharing	*Part of Continuing Project to Better Manage Water System	*Retention/Sharing
	*Evaluate for Upgrade - Pump Valve Tree for Elevated Tower	*Retention/Sharing	*Valves and Piping May Need Replacing and new Check Valve. Possible FY222 Project.	*Retention/Sharing
	*Former Housing Area Closed	*Retention	*To be Determined	*Retention
Water Cost	*Negotiations with City of Lubbock - new 5 year contract secured.	*Sharing	*New 5 Year Contract Negotiated and In Place	*Retention
	*Training on All Aspects of Water System	*Retention/Sharing	*Ongoing. MOO to get water license	*Retention/Sharing
	*Flushing of line between point of delivery and water tanks. COL completed installation of flushing valves.	*Retention	*Ongoing monitoring of water quality	*Retention
	*Flushing	*Retention	*Ongoing	*Retention/Sharing
	*Bill Reconciliation	*Retention	*Ongoing	*Retention/Sharing
Facility Failure	*Crisis Management - New Pandemic Policy also covers other disasters in case of failure.	*Retention/Sharing	*Observation / Inspection *Sharing: Utility Contractors of America, PSC, Electric Contractor, Brandon Clark & Lbk Electric	*Retention/Sharing

MAINTENANCE/CAPITAL PROJECTS

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Capital	*Capital Budget	*Retention	* Staff Assessment of Capital Needs	*Retention
	*Management & Prioritization	*Retention	*Return on Investment	*Retention/Sharing
	*Building Demo - Round 1 Completed	*Retention	*Project completed	*Retention/Sharing
	*Building Demo - Round 2 Discussion	*Retention	*Develop future demo plan	*Retention
	*On-going seal coat program. Ensure cap ex item in annual budget.	*Retention/Sharing	*On-going	*Retention/Sharing
	*Match Funding - EDA Grant	*Retention - continue to seek out partners for sharing	*Secured EDA grant for airfield upgardes and security	*Retention

IMAGE / ONGOING OPERATIONS				
TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Accidents	*More Signage	*Retention	*Staff Enforcement	*Retention
	*Flashing Light Research & 4th Street - Installed	*Retention/Sharing	*Maintain	*Retention
Safety Issues	*OSHA & Other Training	*Retention/Sharing	*Increased Analysis	*Retention/Sharing
	*HazMat Plan	*Retention	*COL Fire Department	*Retention/Sharing
	*TML Insurance & Training	*Sharing	*Continue to work with TML on Safety Training	*Retention/Sharing
	*Risk Management Plan	*Retention/Sharing	*Ongoing	*Retention
	*Emergency 1st Responder Relationships	*Retention/Sharing	*Continued Communication. COL Interlocal	*Retention/Sharing
	*Staff CPR/AED Classes	*Retention/Sharing	*Westex CPR/AED Classes	*Retention/Sharing
	*Emergency Shelter	*Retention/Sharing	*Develop Emergency Shelter Plan and Communicate to Customers. Possible B930.	*Retention/Sharing
	*TML Safety Videos	*Retention	*Ongoing	*Retention
	*Unauthorized Alterations to Leased Buildings	*Retention/Sharing	*Observation / Accountability	*Retention/Sharing
	*Unauthorized Digging	*Retention/Sharing	*Greater Awareness	*Retention/Sharing
	*After-Hours Unauthorized Entry	*Retention/Sharing	*Increase video monitoring. New DVR 2021	*Retention/Sharing
Ingress / Egress	*NE Gates, Gate 114, and Front Entrance	*Retention/Sharing	*Monitor	*Retention/Sharing
	*Gate Access Protocol	*Retention	*Ongoing	*Retention
	*Hwy 114 S and NE Entrances and Gate 74	*Retention	*Ongoing Maintenance and Operations	*Retention/Sharing
	*Monitor Perimeter Fencing (Chain Link & Barb Wire)	*Retention	*Upgrade Perimeter Fencing. EDA Grant awarded	*Retention
Airfield	*Establish Airfield Joint Use Operating Procedures	*Retention/Sharing	*Lights and Navigational Aids	*Retention/Sharing
	*Ground Traffic Controller	*Retention/Sharing	*Consistent management of increased airfield traffic	*Retention/Sharing
	*Purchased back 26.11 acres with access to airfield	*Retention	*Completed	*Retention
	*Hwy 114 NE Entrance: Increased Traffic & Activity	*Retention	*Signage / Staff Ground Traffic Controller Mgmt.	*Retention
Site Security Airfield	*Non-Commissioned Security Officer	*Retention/Sharing	*Surveillance	*Risk Reduction
Site Security Campus	*Non-Commissioned Security Officer	*Retention/Sharing	*Surveillance Technology	*Risk Reduction
Fire Hazard	*Risk Reduction	*Retention/Sharing	*On-site Fire Suppression System	*Risk Reduction
	*Controlled Burn/Dead Tree Removal in Former Housing Area. Weather and resources a factor. On-going	*Retention/Sharing	*Continued talks with COL Fire Dept & TX Forest Service working on new plan	*Risk Reduction
Regulatory	*Consistent dialogue with FAA	*Retention/Sharing	*Increased dialogue with FAA	*Risk Reduction
Track Area -Common Area Exercising Accident	*Communication	*Retention/Sharing	*Signage	*Retention/Sharing
	*Maintenance	*Retention/Sharing	*On-going	*Retention/Sharing
	*Liability Insurance	*Retention/Sharing	*Continue to be insured	*Retention/Sharing
Campus Entrance Striping/Signage	*Inspection	*Retention	*Signage	*Retention
	*New Arrows	*Retention/Sharing	*Continued Communication with Customers/New Signage	*Retention/Sharing
	*4 Way Intersection	*Retention	*Completed	*Retention
Staff Succession Planning	*Cross Training	*Retention	*Additional Training *Continued Information Sharing *Organizational Management Training *Annual Evaluations	*Retention
Certification /Licensure	*Internal Requirements - State & Federal	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*External Requirements	*Retention/Sharing	*Ongoing	*Retention/Sharing
Backup Generator at B36	*Scheduled Maintenance	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*Load Test - performed monthly	*Retention	*Ongoing	*Retention
Storm Damage	*Respond to severe storms	*Retention/Sharing	*Business Continuity Plan	*Retention/Sharing
Environmental-Customer Management - PFAS	*Observation	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*Investigation	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*Remediation	*Retention/Sharing	*Ongoing	*Retention/Sharing
Wildlife / Predator	*Monitor Reports of Sightings or Encounters w/ Wildlife	*Retention/Sharing	*Ongoing / Predator Control Procedure *TX Parks & Wildlife *Lynda Watson	*Retention/Sharing
New Construction	*Possible New Construction	*Retention/Sharing	*On-going Talks with Customers about New Construction	*Retention/Sharing
Active Shooter	*Staff Training/Concealed Carry on Campus	*Retention	*On-going Training and Monitoring	*Retention
Drones	*In Coordination with Customers	*Retention	*Reese Operating Manual/FAA Regulations	*Retention/Sharing
Customer Care	*Customer Survey	*Retention	*Annual customer surveys and follow up	*Retention
Operations Internal Needs	*Shop Space - Shop Addition	*Retention	*On-going evaluation of needs.	*Retention
	*Assess Aging Vehicles & Plan for Replacement	*Retention	*Vehicle Replacement Plan - all vehicles replaced	*Retention

VACANT INCOME PRODUCING PROPERTY

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Missed Opportunities	*Identification of "Make Ready" Needs and Costs	*Retention/Sharing	*On-going Review of Properties	*Retention
	*Chapter 380 Agreements	*Retention	*Developing Policy in Reese Operating Manual	*Retention
	*Stabilization of Buildings - Roofs and HVAC	*Retention	*Ongoing Property Wide Building Rehab Plan	*Retention
	*Non-investment of former housing	*Retention	*Look for PPP opportunities or develop ourselves	*Retention/Sharing
	*Non-investment of existing buildings	*Retention	*Deteriorating Asset Base - continue to evaluate and invest	*Retention
Customer Research Collaboration	*Unrealized Research Collaboration with TTU	*Retention	*Continued Communication	*Retention/Sharing
"Make Ready" Costs Exceed Benefit Excess Cost Due To: Environmental Structural Damage Electrical Issues Plumbing Issues HVAC Issues Roof Damage Utility Connection Building Code Compliance Other	*Inspection and Evaluation	*Retention/Sharing	*On-going Review & Analysis	*Retention/Sharing
Monitor Local/Regional/National Economies Ag/Manufacturing Oil & Gas/Renewables Education/Other Research				

ITEM 11

LRRA
Legislation Changes
- Discussion -

CASH BALANCES - MARCH 31, 2021

	2/28/2021	3/31/2021	Change
General Fund Bank Accounts	\$ 3,223,536.00	\$ 3,462,865.00	\$ 239,329.00
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
Capital Maintenance - Designated	\$ 855,000.00	\$ 855,000.00	\$ -
Petty Cash	\$ 100.00	\$ 100.00	\$ -
Total Cash	\$ 4,078,636.00	\$ 4,317,965.00	\$ 239,329.00
Accounts Receivable - G/F	\$ 158,162.00	\$ 161,429.00	\$ 3,267.00
Accounts Receivable - F/O	\$ 14,457.00	\$ 14,156.00	\$ (301.00)
Total Accounts Receivable	\$ 172,619.00	\$ 175,585.00	\$ 2,966.00
Total Cash & Accounts Receivable	\$ 4,251,255.00	\$ 4,493,550.00	\$ 242,295.00

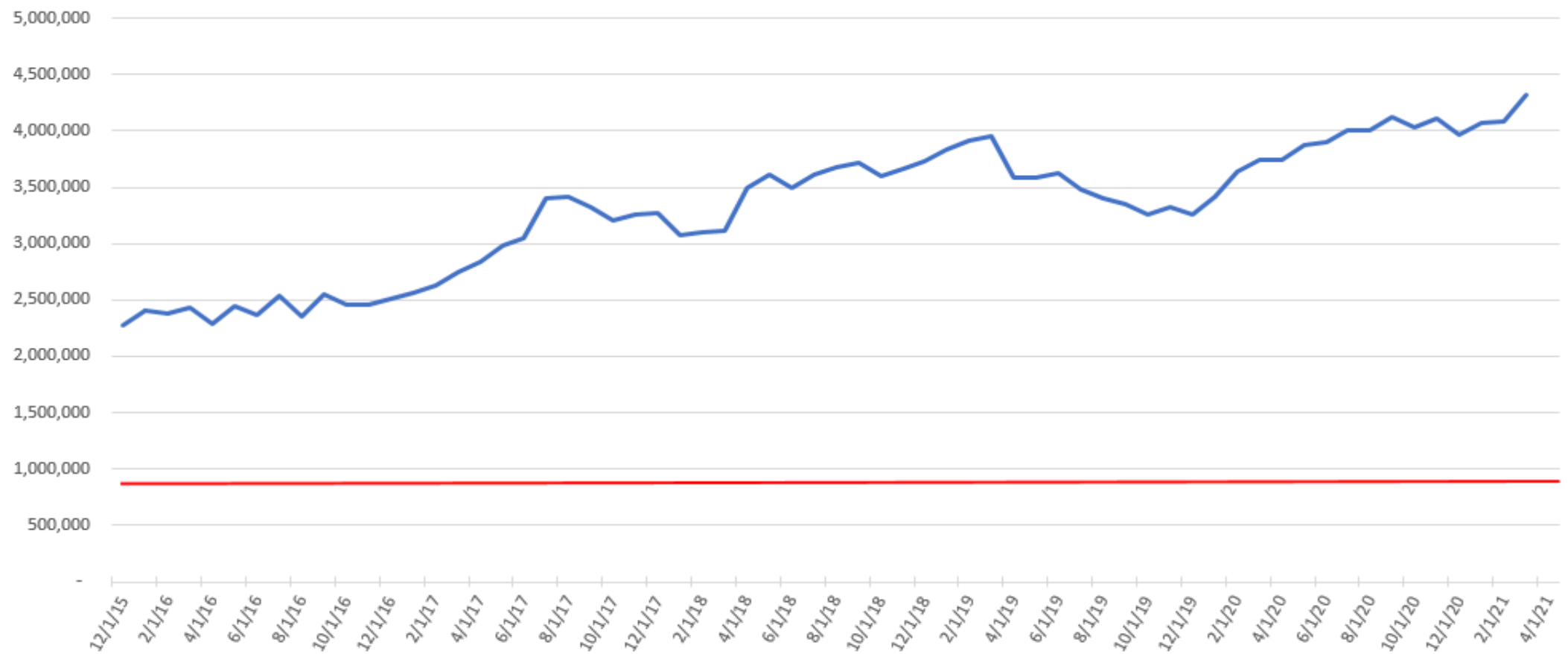
Aged Accounts Receivable as of 03/31/2021

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
146,876.12	28,449.83	49.55	49.55	160.15	175,585.20

Aged Accounts Receivable as of 04/20/2021

31,080.51	61.05	-	-	-	31,141.56
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**LRRA Available Cash
DECEMBER 2015 - MARCH 2021**



FINANCIAL HIGHLIGHTS - MARCH 2021

DESCRIPTION	Month G/F	Month F/O	Month's Total	YTD G/F	YTD F/O	YTD Total
Operating Revenue	\$ 403,237	\$ 15,622	\$ 418,859	\$ 1,620,294	\$ 91,298	\$ 1,711,592
Other Revenue - Usage Fees	\$ 17,108	\$ 1,799	\$ 18,907	\$ 117,237	\$ 12,954	\$ 130,191
Total Revenue	\$ 420,345	\$ 17,421	\$ 437,766	\$ 1,737,531	\$ 104,252	\$ 1,841,783
Expenses	\$ 227,808	\$ 12,254	\$ 240,062	\$ 1,055,242	\$ 69,864	\$ 1,125,106
Net Income BPSID	\$ 192,537	\$ 5,167	\$ 197,704	\$ 682,289	\$ 34,388	\$ 716,677
Interest Income - Plus	\$ 898	\$ -	\$ 898	\$ 5,065	\$ -	\$ 5,065
Depreciation - Less	\$ (45,445)	\$ (2,550)	\$ (47,995)	\$ (272,671)	\$ (15,301)	\$ (287,972)
Net Income	\$ 147,990	\$ 2,617	\$ 150,607	\$ 414,683	\$ 19,087	\$ 433,770

EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

CRI CPAS - AUDIT FEE 30,900.00

EMPLOYEE HANDBOOK PROFESSIONAL FEE 5,000.00

\$ 35,900.00

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Balance Sheet
As of 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
ASSETS			
CASH	3,462,965	0	3,462,965
DESIGNATED-CAPITAL MAINT	610,000	0	610,000
WATER INFRASTRUCTURE RESERVE	245,000	0	245,000
INVESTMENTS	0	0	0
ACCOUNTS RECEIVABLE	161,429	14,156	175,585
ALLOWANCE FOR DOUBTFUL ACCOUNTS	0	0	0
INTERFUND TRANSFERS	0	0	0
NOTES RECEIVABLE	0	0	0
CONSTRUCTION IN PROGRESS	361,869	0	361,869
PROPERTY AND EQUIPMENT, NET	6,623,109	126,901	6,750,010
OTHER ASSETS	168,924	19,206	188,130
Total ASSETS	<u>11,633,295</u>	<u>160,263</u>	<u>11,793,558</u>
LIABILITIES			
ACCOUNTS PAYABLE	43,996	0	43,996
ACCRUED EXPENSES	63,037	3,958	66,995
DEFERRED REVENUE	236,380	15,010	251,390
NET PENSION LIABILITIES	8,337	0	8,337
NOTES PAYABLE	9,781	0	9,781
INTERFUND TRANSFERS	0	0	0
REFUNDABLE DEPOSITS	39,907	223	40,130
OTHER LIABILITIES	(12,179)	0	(12,179)
Total LIABILITIES	<u>389,258</u>	<u>19,191</u>	<u>408,450</u>
FUND EQUITY			
BEGINNING OF PERIOD	11,771,504.00	(820,166.00)	10,951,338.00
YEAR TO DATE EARNINGS	414,684.00	19,087.00	433,771.00
Total FUND EQUITY	<u>12,186,187</u>	<u>(801,079)</u>	<u>11,385,108</u>
TOTAL LIABILITY AND FUND BALANCE	<u>12,575,446.00</u>	<u>(781,888.00)</u>	<u>11,793,558.00</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY
From 10/1/2020 Through 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING REVENUES	1,737,531	104,252	1,841,783
OPERATING EXPENSES	1,327,913	85,165	1,413,078
OPERATING INCOME(LOSS)	<u>409,619</u>	<u>19,087</u>	<u>428,706</u>
NONOPERATING INTEREST INCOME	5,065	0	5,065
NET NONOPERATING REVENUES	5,065	0	5,065
INCREASE (DECREASE) IN FUND EQUITY	<u>414,684</u>	<u>19,087</u>	<u>433,771</u>
FUND EQUITY, BEGINNING	11,771,504	(820,166)	10,951,338
FUND EQUITY, ENDING	12,186,187	(801,079)	11,385,108

LUBBOCK REESE REDEVELOPMENT AUTHORITY

SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2020 Through 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
LEASES	1,071,846	0	1,071,846
USAGE FEES	117,237	12,954	130,192
PBT CAM FEES	360,144	0	360,144
CONTRACT SERVICES	14,653	0	14,653
FIBER OPTIC/WIRELESS INCOME	0	91,298	91,298
TOTAL OPERATING REVENUE	<u>1,563,880</u>	<u>104,252</u>	<u>1,668,132</u>
UTILITY FRANCHISE FEES	23,081	0	23,081
INSURANCE PROCEEDS	150,570	0	150,570
TOTAL REVENUES	<u>1,737,531</u>	<u>104,252</u>	<u>1,841,783</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 10/1/2020 Through 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING EXPENSES			
SALARIES & TAXES	407,083	0	407,083
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	66,969	0	66,969
INSURANCE - PROPERTY & GENERAL LIABILITY	85,286	4,489	89,775
ADMINISTRATIVE EXPENSES	4,310	0	4,310
GENERAL OFFICE EXPENSES	37,927	1,885	39,812
ACCTG. & AUDITING SERVICES	31,452	0	31,452
COMPUTER SOFTWARE & MAINT.	0	18,445	18,445
INTERNET	0	10,169	10,169
LEGAL SERVICES	15,822	0	15,822
NETWORK MAINTENANCE CONTRACT	3,737	0	3,737
TRAINING & TRAVEL	947	0	947
MARKETING EXPENSES	28,627	0	28,627
OPERATIONS - GROUND MAINT. AND ENGINEERING CONTRACTS	257,235	0	257,235
UTILITIES	115,846	29,208	145,054
DEPRECIATION EXPENSE	272,671	15,301	287,972
Total OPERATING EXPENSES	<u>1,327,913</u>	<u>79,496</u>	<u>1,407,409</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 3/1/2021 Through 3/31/2021

GENERAL FUND

(In Whole Numbers)

	Current Month-			YTD Actual vs		
	Current Month	Current Month	Actual vs			
	Actual	Budget	Budget	YTD Actual	YTD Budget	Budget Variance
			Variance			
REVENUES						
Leases	191,213	142,917	48,296	1,071,846	857,500	214,346
PBT Cam Fees	60,024	60,000	24	360,144	360,000	144
Usage Fees	17,108	20,833	(3,725)	117,237	125,000	(7,763)
Contract Services	0	1,250	(1,250)	14,653	7,500	7,153
Utility Franchise Fees	1,430	2,417	(986)	23,081	14,500	8,581
Insurance Proceeds	150,570	0	150,570	150,570	0	150,570
Total REVENUES	420,345	227,417	192,928	1,737,531	1,364,500	373,031
EXPENSES						
Salaries & Taxes	92,575	64,167	(28,408)	407,083	385,000	(22,083)
Benefits - Health, Retirement & Wkr's Comp	12,045	10,742	(1,303)	66,969	64,450	(2,519)
Insurance -Property & General Liabilities	14,203	14,583	380	85,286	87,500	2,214
Administrative Expenses	533	892	358	4,310	7,350	3,040
General Office Expenses	8,655	5,121	(3,534)	37,927	30,725	(7,202)
Accounting & Auditing Services	30,980	83	(30,897)	31,452	24,000	(7,452)
Legal Services	4,104	4,167	63	15,822	25,000	9,178
Network Maintenance Contract	1,141	667	(474)	3,737	4,000	263
Training & Travel	0	708	708	947	4,250	3,303
Marketing Expenses	1,957	4,250	2,293	28,627	25,500	(3,127)
Operations	48,508	41,250	(7,258)	257,235	247,500	(9,735)
Utilities	13,107	30,417	17,310	115,846	121,500	5,654
Total EXPENSES	227,808	177,046	(50,762)	1,055,242	1,026,775	(28,467)
NIBPSID	192,537	50,371	142,166	682,289	337,725	344,564
NON OPERATING REVENUE						
Interest Income	898	542	356	5,065	3,250	1,815
Total NON OPERATING REVENUE	898	542	356	5,065	3,250	1,815
DEPRECIATION						
Depreciation Expense	(45,445)	(47,083)	1,638	(272,671)	(282,500)	9,829
Total DEPRECIATION	(45,445)	(47,083)	1,638	(272,671)	(282,500)	9,829
Increase (Decrease) In Fund Equity	147,990	3,829	144,161	414,684	58,475	356,208

GENERAL FUND

Explanation of Significant Budget Variances

2021 MARCH

	Month Variance	YTD Variance	Explanations	Projected Outcome at Year End
Revenues, Leases	\$ 48,296	\$ 214,346	Budgeted less monies due to potential loss of ZACHRY	Year End is expected to be over budget.
Revenues, Contract Services	\$ (1,250)	\$ 7,153	More events than anticipated for YTD	Year End is expected to be on budget.
Revenues, Utility Franchise Fees	\$ (986)	\$ 8,581	SPEC paid a Share Refund - Capital Credit 4,375.67 - NOVEMBER	Year End is expected to be on budget.
Revenues, Insurance Proceeds	\$ 150,570	\$ 150,570	Insurance Proceeds for Roof BLDG 70	Year End is expected to be over budget.
Expenses, Salaries & Taxes	\$ (28,408)	\$ (22,083)	Incentive Pay for Quarter 2 was paid	Year End is expected to be on budget.
Expenses, General Office Expenses	\$ (3,534)	\$ (7,202)	Annual Maintenance and Support Plan for Accounting Software	Year End is expected to be on budget.
Expenses, Accounting & Auditing Services	\$ (30,897)	\$ (7,452)	Audit costs have been paid	Year End is expected to be on budget.
Expenses, Operations	\$ (7,258)	\$ (9,735)	Difficult to predict when something will need repairing	Year End is expected to be over budget.
Expenses, Utilities	\$ 17,310	\$ 5,654	LP&L bill has not been properly billed for February & March	Year End is expected to be on budget.

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 3/1/2021 Through 3/31/2021

FIBER OPTIC OPERATING FUND

(In Whole Numbers)

	Current Month-			YTD Actual vs		
	Current Month	Current Month	Actual vs	YTD Actual	YTD Budget	Budget Variance
	Actual	Budget	Budget Variance			
REVENUES						
Usage Fees	1,799	2,500	(701)	12,954	15,000	(2,046)
Fiber Optic/Wireless Income	15,622	15,833	(211)	91,298	95,000	(3,702)
Total REVENUES	17,422	18,333	(912)	104,252	110,000	(5,748)
EXPENSES						
Insurance -Property & General Liabilities	748	750	2	4,489	4,500	11
General Office Expenses	314	317	3	1,885	1,900	15
Computer Software & Maintenance	2,941	3,417	476	18,445	20,500	2,055
Internet	1,695	1,833	139	10,169	11,000	831
Building Maintenance & Repairs	258	833	575	5,668	5,000	(669)
Utilities	6,299	5,142	(1,157)	29,208	30,850	1,642
Total EXPENSES	12,254	12,292	37	69,864	73,750	3,886
NIBPSID	5,167	6,042	(875)	34,388	36,250	(1,862)
DEPRECIATION						
Depreciation Expense	(2,550)	(3,500)	950	(15,301)	(21,000)	5,699
Total DEPRECIATION	(2,550)	(3,500)	950	(15,301)	(21,000)	5,699
Increase (Decrease) In Fund Equity	2,617	2,542	75	19,087	15,250	3,837

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 3/1/2021 Through 3/31/2021

COMBINED FUNDS

(In Whole Numbers)

	Current Month			YTD Actual vs		
	Current Month	Current Month	Actual vs Budget		YTD Budget	Budget Variance
	Actual	Budget	Variance	YTD Actual		
REVENUES						
Leases	191,213	142,917	48,296	1,071,846	857,500	214,346
PBT Cam Fees	60,024	60,000	24	360,144	360,000	144
Usage Fees	18,908	23,333	(4,426)	130,192	140,000	(9,808)
Contract Services	0	1,250	(1,250)	14,653	7,500	7,153
Utility Franchise Fees	1,430	2,417	(986)	23,081	14,500	8,581
Insurance Proceeds	150,570	0	150,570	150,570	0	150,570
Fiber Optic/Wireless Income	15,622	15,833	(211)	91,298	95,000	(3,702)
Total REVENUES	437,767	245,750	192,017	1,841,783	1,474,500	367,283
EXPENSES						
Salaries & Taxes	92,575	64,167	(28,408)	407,083	385,000	(22,083)
Benefits - Health, Retirement & Wkr's	12,045	10,742	(1,303)	66,969	64,450	(2,519)
Insurance -Property & General Liabilities	14,950	15,333	383	89,775	92,000	2,225
Administrative Expenses	533	892	358	4,310	7,350	3,040
General Office Expenses	8,969	5,438	(3,532)	39,812	32,625	(7,187)
Accounting & Auditing Services	30,980	83	(30,897)	31,452	24,000	(7,452)
Computer Software & Maintenance	2,941	3,417	476	18,445	20,500	2,055
Internet	1,695	1,833	139	10,169	11,000	831
Legal Services	4,104	4,167	63	15,822	25,000	9,178
Network Maintenance Contract	1,141	667	(474)	3,737	4,000	263
Training & Travel	0	708	708	947	4,250	3,303
Marketing Expenses	1,957	4,250	2,293	28,627	25,500	(3,127)
Operations	48,508	41,250	(7,258)	257,235	247,500	(9,735)
Building Maintenance & Repairs	258	833	575	5,668	5,000	(669)
Utilities	19,406	35,558	16,152	145,054	152,350	7,296
Total EXPENSES	240,062	189,337	(50,725)	1,125,105	1,100,525	(24,580)
NIBPSID	197,704	56,413	141,292	716,678	373,975	342,703
NON OPERATING REVENUE						
Interest Income	898	542	356	5,065	3,250	1,815
Total NON OPERATING REVENUE	898	542	356	5,065	3,250	1,815
DEPRECIATION						
Depreciation Expense	(47,995)	(50,583)	2,588	(287,972)	(303,500)	15,528
Total DEPRECIATION	(47,995)	(50,583)	2,588	(287,972)	(303,500)	15,528
Increase (Decrease) In Fund Equity	150,607	6,371	144,236	433,771	73,725	360,045


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
REVENUES						
Leases	191,213	162,327	28,886	1,071,846	995,077	76,769
PBT Cam Fees	60,024	60,276	(252)	360,144	360,415	(271)
Usage Fees	18,908	20,099	(1,191)	130,192	139,169	(8,977)
Contract Services	0	920	(920)	14,653	5,223	9,430
Utility Franchise Fees	1,430	1,544	(114)	23,081	18,571	4,510
Insurance Proceeds	150,570	0	150,570	150,570	1,425	149,145
Fiber Optic/Wireless Income	15,622	14,606	1,016	91,298	88,333	2,965
Total REVENUES	437,767	259,772	177,995	1,841,783	1,608,213	233,570
EXPENSES						
Salaries & Taxes	92,575	51,240	41,335	407,083	331,945	75,138
Benefits - Health, Retirement & Wkr's Comp	12,045	12,011	34	66,969	61,559	5,410
Insurance -Property & General Liabilities	14,950	14,689	261	89,775	88,136	1,639
Administrative Expenses	533	631	(98)	4,310	5,875	(1,565)
General Office Expenses	8,969	3,126	5,843	39,812	25,083	14,729
Accounting & Auditing Services	30,980	1,076	29,904	31,452	30,018	1,434
Computer Software & Maintenance	2,941	2,865	76	18,445	18,538	(93)
Internet	1,695	3,029	(1,334)	10,169	18,172	(8,003)
Legal Services	4,104	238	3,866	15,822	17,082	(1,260)
Network Maintenance Contract	1,141	581	560	3,737	3,809	(72)
Training & Travel	0	0	0	947	4,442	(3,495)
Marketing Expenses	1,957	2,552	(595)	28,627	31,407	(2,780)
Operations	48,508	41,466	7,042	257,235	236,940	20,295
Building Maintenance & Repairs	258	1,212	(954)	5,668	7,625	(1,957)
Utilities	19,406	25,273	(5,867)	145,054	135,705	9,349
Total EXPENSES	240,062	159,988	80,074	1,125,105	1,016,334	108,771
NIBPSID	197,704	99,783	97,921	716,678	591,879	124,799
NON OPERATING REVENUE						
Interest Income	898	1,720	(822)	5,065	17,007	(11,942)
Total NON OPERATING REVENUE	898	1,720	(822)	5,065	17,007	(11,942)
DEPRECIATION						
Depreciation Expense	(47,995)	(43,395)	(4,600)	(287,972)	(259,463)	(28,509)
Total DEPRECIATION	(47,995)	(43,395)	(4,600)	(287,972)	(259,463)	(28,509)
Increase (Decrease) In Fund Equity	150,607	58,107	92,500	433,771	349,423	84,348

Make Ready Project Reconciliation								2021 MARCH
Lease Date	Estimated Move In Date	Actual Move In Date	Building/Customer	Estimated Cost	Actual Cost to Date	Actual Final Cost	Difference	Comments
3/1/2021	3/15/2021	4/1/2021	HANGAR # 92	\$ 17,000.00	\$ 15,975.92		\$ 1,024.08	This project is complete. One bill for cleaning services is outstanding.



 **Reese Technology Center**
April 21 at 3:40 PM · 🌐


At Reese, our customers truly are partners. See what **Premier Reese Fitness** had to say about their experience at Reese:

"In an effort to look for a place to expand our business, we were blessed with the privilege of working with all involved at the Reese Technology Center. From the leasing process all the way to the facility accommodations and maintenance team. It was obvious from the beginning, the Reese team was 100% on our side to help get the business up and running and...
[See More](#)

[Edit](#)

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 Write a comment... 😊 📷 🗨️ 📧


Reese Technology Center
Welcomes

Jesse's
EQUIPMENT SALES, LLC.
HOBBS, NM



Reese Technology Center
5m · 🌐

...

Announcing our newest customer to Reese:
Jesse's Equipment Sales, LLC.

Jesse offers custom flatbed truck services and
equipment sales.
Jesse will be moving his entire operation out of
Hobbs, NM to Lubbock, TX. Please help us
provide a warm, Texas welcome to Jesse and his
crew!

#relocatetoreese
#economicdevelopment
#GoBigInTexas
Texas Economic Development Corporation
Texasedconnection See Less

Edit

👤 Lacy Bedwell Elliott

1 Share

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Write a comment...





Congratulations
**to Steve Verett for
being honored as a
Champion for Ag**



Reese Technology Center

April 21 at 10:28 AM · 🌐

...

The Lubbock Chamber of Commerce yesterday named the VP of our Board and the CEO of Plains Cotton Growers, Inc. as a "Champion for Ag" at the Salute to Ag Luncheon. Thank you, Steve Verett, for dedicating your career to being an advocate for agriculture in our community.

Edit

👤 You and 4 others

3 Shares

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Write a comment...



APRIL 2021 – EVENTS & ACTIVITIES

	DATE	EVENT
APRIL	April 9, 2021	Texas City Management Association Region 2 Meeting
	April 22, 2021	2021 Lubbock Chamber of Commerce Salute to Ag Luncheon
LOOKING AHEAD		
MAY	May 6-7, 2021	Texas ED Connection Partner Meeting
	May 26, 2021	LRRA Board of Directors Meeting