

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

*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, January 26, 2022

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		Todd McKee
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	Todd McKee
2. 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 2	John Tye Murvart Musa Don Provost Todd McKee Murvart Musa Darrell Guthrie
3. Action Item – Consider the Minutes of the December 8, 2021, Board of Directors Meeting.	TAB 3	Todd McKee
4. Action Item – Consider Fourth Lease Amendment for United Supermarkets, B800	TAB 4	Todd McKee
5. Discussion Item – City of Lubbock Wholesale Wastewater Interlocal Contract	TAB 5	Murvart Musa

6. Discussion Item – Financial Reports	TAB 6	Sandy Hamilton
7. Discussion Item – Reese Events & Activities	TAB 7	Murvat Musa
Adjourn the Meeting		Todd McKee

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, January 21, 2022.

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

EXECUTIVE SESSION

Information to be provided at
meeting
(if applicable)

Lubbock Reese Redevelopment Authority

Board Meeting Minutes

December 8, 2021

The Lubbock Reese Redevelopment Authority held a regular meeting at 8:00 a.m. Wednesday, December 8, 2021, at the Reese Technology Center, LRRR Board Room, 9801 Reese Boulevard, Suite 200, Lubbock, TX 79416.

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

MEMBERS PRESENT:

Steve Verett
John Tye
Tim Collins

Todd McKee
George McMahan

Tim Pierce
John Hamilton

MEMBERS ABSENT:

Todd McKee left the meeting at the close of Executive Session.

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, Cecilia Davila-Administrative Assistant.

Legal Counsel:

Darrell Guthrie

Others:

None

Call the meeting to order.

Steve Verett called the meeting to order at 8:01 a.m.

ITEM 1 Citizen Comments – Steve Verett called for any citizen comments. There were none.

ITEM 2 Hold an Executive Session. Steve Verett called the Executive Session to order at 8:02 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

Steve Verett adjourned the Executive Session at 10:02 and reconvened Open Session at 10:07 a.m. with Todd McKee no longer present.

- ITEM 3** **Consider the Minutes of the October 27, 2021, Board of Directors Meeting and November 4, 2021, Executive Committee Meeting. Action Item** – John Tye moved to approve the minutes of both meetings, with a change to the October 27, 2021, minutes to include the names of the members elected to the Executive Committee, John Hamilton seconded; the motion passed 6-0.
- ITEM 4** **Consider Compensation Committee Recommendations for Employee Raises and Bonuses. Action Item** – Tim Collins moved to approve the recommendations of the Compensation Committee, George McMahan seconded; the motion passed 6-0.
- ITEM 5** **Consider Lease for Bayer Research and Development Services, LLC for Buildings 1170, 1180, and Laydown –** Tim Pierce moved to approve the lease for Bayer Research and Development Services, LLC., John Tye seconded; the motion passed 6-0.
- ITEM 6** **Consider Lease Amendment for OXY USA Inc. for Buildings 52, 60, and Laydown. Action Item** – John Hamilton moved to approve the lease for OXY USA Inc. for Buildings 52, 60, and laydown, Tim Collins seconded; the motion passed 6-0.
- ITEM 7** **Consider awarding bid for cleanup of former housing/Reese Business Park to 4G Service LLC. Action Item** – George McMahan moved to approve awarding bid to cleanup former housing to 4G Service, LLC., Tim Collins seconded; the motion passed 6-0.

- ITEM 8** **Consider Third Amendment to LRRR Bylaws.** **Action Item** – Tim Collins moved to approve Third Amendment to LRRR Bylaws with 2 changes to the language, Tim Pierce seconded; the motion passed 6-0. The changes made to the proposed amended by-laws included: a) in *Section 4.06 – Duties of the Secretary/Treasurer*, change the word “may” to “shall”, and b) in *Section 8.03 – Potential Conflicts of Interest*, language has been updated to be consistent with the language in *Local Government Code 171.002 - Substantial Interest in Business Entity*. See action item, which has been attached and made part of these minutes, for the amended by-laws.
- ITEM 9** **Financial Reports and Make Ready Cost Reporting.** **Discussion Item** - Sandy Hamilton presented financial reports.
- ITEM 10** **LRRR Lease Process.** **Discussion Item** – Murvat Musa described in detail the in-house lease process to include vetting the potential customer through bringing the lease to the Board for approval. Darrell Guthrie gave an overview of the terminology, clauses, terms, and conditions that are unique to LRRR leases, and various other legal issues.
- ITEM 11** **Reese Events and Activities.** **Discussion Item** – No action required. Murvat Musa presented Reese activities and upcoming events to the Board.

Adjourn the meeting. Steve Verett adjourned the meeting at 11:01 a.m.

Content of minutes agreed to and approved by:

Approved by _____
Steve Verett, President

ATTEST:

LRRR Board Member

AGENDA ITEM 4
EXECUTIVE SUMMARY
UNITED SUPERMARKETS, B800
FOURTH AMENDMENT TO STANDARD OFFICE LEASE

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

This is the fourth amendment to United Supermarkets office lease in Building 800. The current lease will fully expire with no more options to renew on March 31, 2022. In lieu of a new lease, United has requested an amendment to extend terms to avoid a full legal review by its parent company, Albertsons.

This amendment will:

1. Extend the initial term by 3 years with three options to renew for one year each
2. Increase the rate, which is currently \$9 per square foot, to \$10.25 for the first three years – with 2% increases for each option year exercised.

All other provisions of the lease will remain unchanged.

Staff is requesting approval of this lease amendment.

**FOURTH AMENDMENT TO
STANDARD OFFICE LEASE
EFFECTIVE DATE: APRIL 1, 2022**

THIS FOURTH AMENDMENT ("Amendment") between the LANDLORD, LUBBOCK REESE REDEVELOPMENT AUTHORITY ("LRRA") and TENANT, UNITED SUPERMARKETS, L.L.C. ("United") is hereby incorporated into a certain STANDARD OFFICE LEASE and a certain FIRST AMENDMENT, SECOND AMENDMENT, AND THIRD AMENDMENT, previously executed by both parties and dated March 30, 2016, January 1, 2017, December 1, 2017, and June 4, 2020, respectively (collectively, the "Lease").

This Amendment is hereby executed to amend and replace the following portions of the Lease. **The terms and conditions, specifications, and requirements remain as per the Lease, except as amended below.**

The Lease is supplemented as stated below:

1. Section 1, Subsection (i)

(i) New Initial Term: Thirty-six (36) months.

2. Section 1, Subsection (j)

(j) Extensions: Three (3) extension periods of twelve (12) months each, subject to the rights set forth in Section 1(k). The New Initial Term and any Extensions shall be referred to herein as the "Term."

3. Section 1, Subsection (l)

(l) Delivery Date: April 1, 2022.

4. Section 1, Subsection (m)

(m) Commencement Date: April 1, 2022.

5. Section 1, Subsection (n)

(n) Termination Date: March 31, 2025.

6. Section 1, Subsection (o)

(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 the maintenance fees for the Campus Common Area (as defined below), Building Common Area (as defined below) or Building operating expenses, grounds keeping-mowing expenses, parking provided in designated areas, and Landlord's insurance, janitorial

services provided by Landlord, or any other charges incurred by Landlord with respect to the Project, except as to those expenses that Tenant is specifically responsible for as provided in this Lease. Said Base Rent does not include, and Tenant is solely responsible for any and all charges associated with telephone service, internet service, Tenant renovations, or Premises maintenance, except as otherwise provided in this Lease. Subject to this paragraph, Base Rent shall be the amounts set forth below:

<u>Term Lease Years</u>	<u>Leased Square Footage</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>
Year 1 April 1, 2022 – March 31, 2023	8,082	\$ 82,840.50	\$6,903.38	\$10.25
Year 2 April 1, 2023 – March 31, 2024	8,082	\$ 82,840.50	\$6,903.38	\$10.25
Year 3 April 1, 2024 – March 31, 2025	8,082	\$ 82,840.50	\$6,903.38	\$10.25
1 st Renewal Year April 1, 2025 – March 31, 2026	8,082	\$ 84,497.31	\$7,041.44	\$10.46
2 nd Renewal Year April 1, 2026 – March 31, 2027	8,082	\$ 86,187.26	\$7,182.27	\$10.66
3 rd Renewal Year April 1, 2027 – March 31, 2028	8,082	\$ 87,911.00	\$7,325.92	\$10.88

7. Section 13.

13. AFFIRMATIVE REPRESENTATIONS CONCERNING FREE TRADE ZONE AND OPERATION OF AIRFIELD

a. Free Trade Zone (FTZ). The Lubbock Economic Development Authority (“LEDA”) has applied and previously received approval for eligible tenants of the Project to be able to take advantage of the benefits of its FTZ. Tenants that are eligible to participate must apply through LEDA and pay the application fees and any monthly fees associated with the volume of goods that are transported into and out of the FTZ. Interested tenants should contact the LEDA 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, 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. 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.

The signatories warrant that they are empowered to enter into this Amendment and that it is hereby accepted. This Amendment shall be effective and binding between the parties hereby upon execution by both parties.

The execution of this Amendment 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 Amendment on the date(s) set forth below.

{SIGNATURE PAGE FOLLOWS}

LUBBOCK REESE
REDEVELOPMENT AUTHORITY
("Landlord")

By: _____

Printed Name: _____

Title: _____

Date _____

United Supermarkets, L.L.C.
("Tenant")

DocuSigned by:
Brad Beckstrom
By: _____
8938887DD0844ES

Brad Beckstrom
Printed Name: _____

Authorized Signatory
Title: _____

December 17, 2021
Date _____

BCT

BOARD ACTION ITEM #2022-0126-102

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRA)
JANUARY 26, 2022**

Item to be Considered:

Consider Fourth Amendment to United Supermarkets Lease for B800

Previous Board Action:

The Board previously approved a lease and three amendments for United Supermarkets for office space in Building 800. The original lease was approved March 2016.

Statement of Pertinent Facts:

- a. Current lease expires March 31, 2022
- b. Proposed Amendment:
 - 1. Term: Extended by 3 years with three 1-year options to renew
 - 2. Rate: \$10.25/SF
 - 3. Increases: 2% annual increases in each option year exercised
 - 4. All other provisions of the lease remain unchanged

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 its CEO/Executive Director to Execute the Lease Amendment for United Supermarkets for Building 800, subject to negotiation of final terms and conditions, on this 26th day of January 2022.”

Murvat Musa, CEO/Executive Director

ATTEST:

Board Member

AGENDA ITEM 5
EXECUTIVE SUMMARY
CITY OF LUBBOCK WHOLESALE WASTEWATER INTERLOCAL CONTRACT

The LRRRA interlocal agreement with the city of Lubbock for wastewater services will expire April 25, 2022. I have had some discussion with the city, specifically, Aubrey Spear, on a new agreement which their attorney is currently drafting.

There are a few things to note:

1. Since we are outside the city, we must keep in mind that an exception to their “outside city rates” is needed. We have been able to get these over the years for both water and wastewater and Aubrey has indicated that he will request one for this agreement as well. The outside rate for wastewater is 1.27 times the inside rate so this is a significant cost savings. Once Aubrey and I/Darrell agree on the new agreement, it will be presented to the city’s Water Advisory Board prior to going to the city council for approval. Of course, it will also be presented to this board for approval.
2. It came to Aubrey’s attention several months ago that while the current agreement requires us to install a meter and pay the flow rate, that has not happened. As we both investigated how this slipped through the cracks (this agreement was signed in 2012) at Reese and at the city and how to remedy the situation, we determined that a wastewater meter cannot be installed in our manhole due to the size of the manhole being too small for the type of meter that is required. This means that a new manhole would have to be built, which is likely why we have never installed the meter. The cost of a new manhole is upwards of \$75,000. In the interim, Aubrey and I agreed on paying for wastewater flow using previous water consumption numbers. We negotiated a flat amount of \$1,855 per month for wastewater and began paying that May 2021. Aubrey is going to have some in-house discussions about how best to proceed; whether we keep a negotiated flat rate or if the city can help pay for installation of a new manhole and meter.

The current agreement is attached for your review.



May 1, 2012

Mr. Bill Miller, Executive Director
Lubbock Reese Redevelopment Authority
9801 Reese Blvd., Suite 200
Lubbock, Texas 79416

Via First Class Mail

Subject: Interlocal Contract for Wholesale Wastewater; City of Lubbock and Lubbock
Reese Redevelopment Authority

Dear Bill:

Enclosed please find a copy of Resolution No. 2012-R0172 and an executed original Agreement regarding the above referenced Agreement for your records.

Should you have any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads "Marsha Reed". The signature is fluid and cursive.

Marsha Reed, P.E.
Chief Operations Officer
City of Lubbock
1625 13th Street
Lubbock, Texas 79401
(806) 775-2335

Enclosure

cc: Mary Gonzales

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

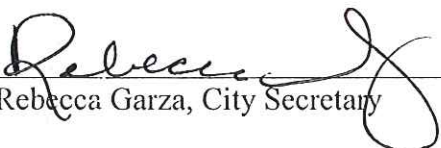
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Contract for wholesale wastewater, by and between the City of Lubbock and Lubbock Reese Redevelopment Authority, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 26, 2012.



TOM MARTIN, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

WHOLESALE WASTEWATER INTERLOCAL CONTRACT

STATE OF TEXAS

§

§

CITY OF LUBBOCK

§

This contract made and entered into this, the 26th day of April, 2012, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, hereinafter referred to as "Lubbock," and Lubbock Reese Redevelopment Authority, a political subdivision of the State of Texas, hereinafter referred to as "Customer."

WHEREAS, the public health, welfare and safety of the residents of Lubbock and tenants and residents of Customer require and the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the water resources of the State of Texas; and

WHEREAS, Lubbock is required to comply with standards and treatment methods for wastewater as set forth in federal, state and local laws and regulations and permits; and

WHEREAS, Lubbock and Customer have an interest in maintaining and restoring integrity of waters and the chemical, physical and biological integrity of waters and water resources and insuring the reduction of pollution in said waters and water resources, and planning the use, development, restoration, preservation, and enhancement of said waters and water resources; and

WHEREAS, Customer desires to enter into a contract for wastewater treatment service and Lubbock desires to provide wastewater treatment service to Customer; and

WHEREAS, Chapter 791 of the Government Code, authorizes Lubbock and Customer to enter into this Contract;

NOW, THEREFORE, Lubbock and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

1. Definitions

When used in this Contract, these terms shall be defined as follows:

1.1 Act – The Clean Water Act, as amended. (33 U.S.C. 1251, et seq.)

1.2 Biochemical Oxygen Demand (BOD) – The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, as specified in “Standard Methods” in five (5) days at twenty (20) degrees Centigrade expressed as milligrams per liter (mg/l).

1.3 Calibration – Verification of primary measuring device and secondary instrumentation accuracy utilizing standard primary device procedures and calibration signals and/or a separate flow measurement instrument.

1.4 Customer System – The facilities of Customer used for pretreatment, collection and transportation of wastewater to the point of entry.

1.5 Delivery Facilities – All facilities necessary for the transmission of wastewater to the Lubbock System that are on the Customer’s side of the point of entry that are constructed specifically to allow Lubbock to serve Customer.

1.6 Director – The Chief Operation Officer of the City of Lubbock.

1.7 Lubbock System – Lubbock’s wastewater collection and treatment system, also defined as “publicly owned treatment works” as provided in Title 40 of the Code of Federal Regulations.

1.8 Industrial User – Any industry that discharges industrial processing wastewater, including sanitary wastewater into the City of Lubbock’s sanitary sewer system.

1.9 Industrial Wastes – All water-borne solids, liquids or gaseous substances resulting from any commercial, industrial, manufacturing or food processing operations, or from the development of any natural resource, or any mixture of these with water or domestic sewage.

1.10 Infiltration – Water that has migrated from the ground into the wastewater system.

1.11 Inflow – Water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers, and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration water.

1.12 Liquid Waste – The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease trap, septic tank, chemical toilet waste, and sand trap waste.

1.13 Metering and Sampling Facility – The meter, meter vault, and all metering and telemetry equipment required to measure and/or sample wastewater flows of the Customer at the point of entry or other such locations, as may be mutually agreed upon in writing.

1.14 Non-metered Area – Areas within the Customer's statutory boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.

1.15 Point of Entry – Collectively, the metering facilities or, where no metering facilities are utilized, the points of connection to the Lubbock System, as set forth in Section 2.2, below, unless otherwise mutually agreed upon in writing.

1.16 Pretreatment or Treatment – The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works (“POTW”). The reduction of alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d). Pretreatment or treatment shall also include, without limitation, such devices as grease, oil, or sand interceptors, and hydrocarbon removal units.

1.17 Pretreatment Requirements – Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

1.18 Significant Industrial User -

- (A) Any user which discharges industrial wastes directly or indirectly into the Customer System or Lubbock System that:
 - (1) Is subject to National Pretreatment Standards or categorical pretreatment standards of the U.S. Environmental Protection Agency or Texas Commission on Environmental Quality, or the successors thereof; or
 - (2) Discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);

- (3) Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the Lubbock System treatment plant; or
 - (4) Has a reasonable potential, in the opinion of the Director, for adversely affecting the Lubbock System due to discharge or wastewater or for violating any pre-treatment standard or requirement.
- (B) Upon finding that an industrial user meeting the criteria in Section 1.18(A)(4) has no reasonable potential for adversely affecting the **POTW's** operation or for violating any pre-treatment standard or requirement, the Director may at any time on its own initiative or in response to a petition received from a user, and in accordance with procedure in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

1.19 Standard Methods – The examination and analytical procedures set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater,” as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

1.20 System Access Fee – A capital contribution (impact fee, capital recovery fee, system development charge) which represents a proportional capital cost of the capacity of Lubbock facilities that provide utility services and benefits common to all customers, less depreciation, outstanding debt, and appropriate contributions paid to Lubbock, required to provide service for new connections, whether located within the jurisdictional limits of Lubbock or Customer.

1.21 Total Suspended Solids (TSS) or Suspended Solids – The solids that either float on the surface of, or in suspension in, water, sewage or other liquids, and which are largely removable by laboratory filtrating. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in “Standard Methods.”

1.22 Wastewater – Liquid or water-carried waste products and sewage from whatever source, including without limitation, residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are discharged into or permitted to enter the Lubbock System. The terms wastewater and sewage are interchangeable.

2. Connection to the Lubbock POTW

2.1 Subject to the terms hereof, Lubbock hereby grants to Customer, upon compliance with the terms and conditions contained herein, permission to connect its System to the Lubbock System.

2.2 Lubbock agrees to accept all wastewater from Customer at the point of entry as designated on Exhibit “A”, attached hereto and incorporated herein.

2.3 The cost of all delivery facilities necessary to convey wastewater to the designated point of entry, whether shown on Exhibit “A” or mutually agreed upon at a later date, together with the cost of connection of the Customer System to the Lubbock System, including metering and sampling facilities, shall be done by Customer. All such metering and delivery facilities shall be approved by Lubbock. In the event Lubbock requires Customer to increase the size of any such delivery facility, the difference in the cost of the delivery facility of Customer previously approved by Lubbock and the cost of the delivery facility as requested

by Lubbock shall be at Lubbock's expense and may be allocated as a system cost if so determined in future cost-of-service studies.

2.4 Customer shall be responsible for the design, construction of delivery facilities. All designs, materials and specifications shall conform to Lubbock's requirements. Plans and specifications for any delivery facility which actually connects to the Lubbock System shall be submitted to the Director for written approval. Such approval shall not be unreasonably withheld. No construction shall begin until such approval has been given. Customer agrees that Lubbock has the right to make periodic inspections during the construction phase of the delivery facilities and final acceptance of same is subject to written approval of the Director. Final acceptance of such facility from the point of connection up to and including the metering and sampling facility is subject to the inspection and written approval of the Director.

2.5 After the date of this Contract, Customer agrees not to provide service to or contract or subcontract with any new customer whose need for wastewater service would exceed twenty-five thousand (25,000) gallons per day without written notice to the Director.

2.6 Area of Service – Customer may provide retail sewer service to parties only in the following areas:

- (A) The areas of land described in Section 3501.002 of the Texas Special District and Local Law Code, and more specifically described as Tract 1 through Tract 50 in former Section 396.009 of the Texas Local Government Code;
- (B) The existing single restaurant facility as depicted in Exhibit "A", attached hereto. For the purposes hereof, the "single restaurant facility" shall include the kitchen, service areas, and dining spaces located in the area depicted in Exhibit "A", known as "Cagle Steakhouse". No other locations or customers on the

lands presently owned and operated by John Cagle or the John Cagle family, may be served.

- (C) No other geographic area or premises, of any kind or nature, shall be served by retail sewer service hereunder.

3. Maintenance of Customer System

3.1 Customer agrees to maintain its system in good condition and to make repairs in a timely manner. Lubbock shall not have any responsibility or liability now or ever for the operation of the Customer's System.

4. Maintenance of Lubbock System

4.1 Lubbock agrees to maintain its system in good condition and to make repairs in a timely manner. Customer shall not have any responsibility or liability now or ever for the operation of the Lubbock System, except as otherwise provided herein.

5. Metering and Sampling Facilities

5.1 Customer shall be responsible for providing metering, if required by Lubbock, and sampling facilities at the point of entry in accordance with the Lubbock Code of Ordinances, Sec 22.04.212, as may be amended from time to time.

6. Metering and Sampling

6.1 All flow discharged into the Lubbock System by Customer shall be metered, unless specifically agreed to by both parties in writing. Should both parties agree in writing that metering is not possible, the agreed upon method for determining the volume shall include an adjustment for infiltration and inflow. The City Council of Lubbock hereby delegates the authority to approve such alternative flow measurement to the City Manager of

Lubbock, or his or her designee. The Customer and Lubbock may agree to differing methods for volume determination for each point of entry.

6.2 All readings of the meter will be maintained by Customer. Lubbock shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer readings for the point of entry metering and sampling facility.

6.3 Customer shall calibrate and routinely service the meter not less than once during each one (1) year period. Copies of the results of such calibration and all related information shall be provided to Lubbock. Customer shall notify Lubbock at least seventy-two (72) hours in advance of the date and time for any calibration and Lubbock may observe, if so desired.

6.4 Upon any calibration, if it is determined that the accuracy envelope of such meter is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such defective meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

6.5 If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions.

6.6 Lubbock may periodically determine the quality of the wastewater at the metering and sampling facilities or other agreed upon sampling points for the purpose of billing for the strength of the wastewater and relating to compliance with pre-treatment requirements. To determine the quality of the wastewater, in the event Lubbock desires to conduct sampling activities, Lubbock shall collect twenty-four (24) hour composite samples or other sampling methods as deemed necessary or advisable by Lubbock. If, at the request of Customer or at the request of the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the party making the request and shall be done in compliance with Section 7.

6.7 Lubbock shall analyze the samples collected in accordance with standard methods. Customer may be present during the initial setup of sampling equipment and at the time of pickup for the sample. Lubbock agrees, if requested, to split said wastewater samples with Customer.

6.8 If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior notice to Customer.

6.9 Wastewater sampling costs incurred by Lubbock under this section will be the expense of Lubbock.

7. Rates and Charges

7.1 Wastewater rates to be paid shall be set forth in Section 22.04.041 of the Lubbock Code of Ordinances, as may be amended from time to time, unless an alternate rate or billing method is specifically agreed to by both parties in writing. The City Council of Lubbock hereby delegates the authority to approve alternate rates or billing methods to the

City Manager of Lubbock, or his or her designee. The Customer may agree to differing rates or billing methods for each point of entry.

7.2 Bills for wastewater treatment and disposal service shall be rendered to Customer monthly by Lubbock. All such bills shall be due and payable by the Customer not more than thirty (30) days from the billing date. The bill will show current charges, as well as past-due charges, if any. Current charges shall be the amount due for wastewater collection, treatment and disposal service provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Lubbock shall first be applied to the past-due charges, if any, and thereafter to the current charges.

7.3 In the event a payment is not paid as specified in this Agreement, a late charge of ten percent (10%) per annum will be calculated from the date which the payment was required to be made.

7.4 The parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of Customer's waterworks and wastewater facilities and that all payments made by each Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's waterworks and wastewater systems.

8. Industrial Connection and Monitoring

8.1 Customer agrees that it will not permit any significant industrial user within its jurisdiction to connect directly or indirectly either to its system or to the Lubbock System without at least thirty (30) days' prior written notification to the Director of such intent to connect. Customer shall provide the Director with such information pertaining to volume and composition of flow as may be requested by the Director.

8.2 Customer agrees to conduct any and all monitoring, sampling and inspection of Customer System and industrial users as necessary to insure that industrial waste introduced into the Customer System meets the quality standards set out in Section 9.2 hereof. Upon request to Customer, a representative of Lubbock will be permitted to observe Customer's collection of samples from industrial users, and Customer agrees to furnish Lubbock separate duplicate samples for independent testing, and, upon request, to provide the Director sample analysis results and pretreatment records.

8.3 Customer agrees that Lubbock shall have the right to sample wastewater at the point of entry and such other locations as may be needed for the purpose of determining the volume and quality of wastewater entering the Lubbock System. Customer agrees to disconnect from its system any industrial user found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Customer System; provided, however, that said disconnected industrial user shall be afforded the same rights, privileges of appeal and deficiency cure periods as are industrial users operating within Lubbock's jurisdiction.

8.4 Customer grants to Lubbock the right to enter Customer's jurisdiction if Lubbock determines that questionable discharges or prohibited discharges are entering the Lubbock System emanating from the Customer System. Customer agrees to assist Lubbock in locating and eliminating such prohibited discharges.

9. Wastewater Quality

9.1 Customer agrees that on or before thirty (30) days from date of execution of this Contract it shall enact and cause to be enforced rules, regulations or ordinances at least as stringent as (i) Division 4 and Division 5 of Article 22.04 of Chapter 22 of the Lubbock Code of Ordinances, as may be amended from time to time; and (ii) applicable state and federal regulations relating to (a) discharged substances; (b) prohibited discharges; (c) pretreatment requirements; (d) industrial discharge permitting systems; and (e) industrial self-monitoring reports.

9.2 Customer agrees that the quality of the wastewater discharge into the Customer System shall be equal to or better than the quality standards established by Division 3 of Article 22.04 of Chapter 22 of the Lubbock Code of Ordinances, as may be amended from time to time.

9.3 Customer shall require all significant industrial users within its jurisdiction that ultimately discharge into the Lubbock System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require industrial users to abate prohibited substances from their discharge as a condition to discharging wastewater into the Customer System. The permit application, as shown in Exhibit B, shall be identical to that used by Lubbock for significant industrial users within its jurisdiction. Customer shall provide Lubbock a copy of such application and permit, if issued, within fourteen (14) days after issuance.

10. Infiltration and Inflow

10.1 Customer agrees that it has an obligation to prevent infiltration and inflow into its System and then into the Lubbock System. Customer further agrees that all sewer connections within its jurisdiction which ultimately enter into the Lubbock System will be constructed in accordance with applicable specifications and standards at least equal to those of the Lubbock System. Further, Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter ultimately into the Lubbock System. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off of any kind, including without limitation, from rainwater spouts, rainwater areas, streets, gutter drain or other source, into its sanitary sewer system.

11. Waste haulers

11.1 Customer agrees to prohibit the introduction of liquid waste or wastewater from waste haulers into the Customer System, directly or indirectly.

12. Assistance

12.1 In the event Customer requests assistance with its System, Lubbock may, at its option, assist Customer. Customer agrees to pay Lubbock its actual costs incurred, including, but not limited to, labor and material expended. Nothing herein shall be construed to require Lubbock to assist Customer. Such costs will be invoiced to Customer and payment made within ten (10) days after receipt of invoice.

13. Reports and Records

13.1 If requested by the Director, the Customer shall provide quarterly the following data:

- A. Actual number of customer accounts discharging directly or indirectly into the Lubbock System and/or Customer System within Customer's service area;
- B. Classification of industrial and nonindustrial accounts within its service area by number and percentage of accounts discharging directly or indirectly into the Lubbock System and/or Customer System within Customer's service area.
- C. Additional data which may assist Lubbock in developing methodology for cost of service studies, planning studies for analyzing federal grants, and system access fees.

14. Notices

14.1 Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

City of Lubbock: Wastewater Superintendent
 City of Lubbock
 P.O. Box 2000
 Lubbock, Texas 79457

Customer: Executive Director
 Lubbock Reese Redevelopment Authority
 P.O. Box 586
 Reese AFB, Texas 79489

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

15. Inspection and Audit

15.1 Complete records and accounts required to be maintained by each party hereto shall be kept for a period required by law or five (5) years, whichever is greater. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. Further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

16. Consent

16.1 Whenever, under the terms of this Agreement, Lubbock is permitted to give its written consent or approval, Lubbock, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable.

17. Waiver, Remedy, Severability

17.1 No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

17.2 In addition to any other remedy as may be provided by law, this Agreement shall be specifically enforceable by the parties hereto. Laws of the State of Texas shall govern the terms, performance, and enforcement of this Agreement. Exclusive venue for any action shall be in Lubbock County, Texas.

17.3 It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein. In such event, this Agreement shall continue as if such invalid term or provision had not been contained herein.

18. Ownership and Liability

18.1 No provision of this Agreement shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and customer payments (whether past, present, of future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Lubbock System.

18.2 Subject to the terms of this provision, liability for damages arising out of the transportation, delivery, reception, treatment, and/or disposal of all wastewater discharged into the Lubbock System shall remain in the Customer, together with, except as provided herein, title thereto, until such wastewater passes through the point of entry to the Lubbock System, at which time liability for such damage shall pass to Lubbock. Title to any prohibited discharge or contribution to the Lubbock System in contravention or violation of the terms of this Agreement and any liability therefore shall not pass to Lubbock unless such prohibited discharge originated in the Lubbock System. Customer shall, to the extent permitted by law, save and hold Lubbock harmless from any and all claims, demands, causes of action, damages, losses, costs, fines, penalties, and expenses, of any kind or manner including attorney's fees, that may be asserted by anyone at any time on account of or related to the transportation, delivery, reception, treatment and/or disposal of wastewater from Customer or the Customer's System or other activity contemplated by this Agreement.

18.3 Contracts made and entered into by Customer for the construction, reconstruction or repair of any delivery facility shall include the requirements that the independent contractor(s) must provide adequate insurance protecting both the Customer and Lubbock as insured. Such contract must also provide that the independent contractor(s)

covenant to indemnify, hold harmless and defend both the Customer and Lubbock against any and all suits or claims for damages of any nature arising out of the performance of such contract.

19. Compliance with Permit Conditions

19.1 Customer acknowledges that Lubbock is the holder of discharge permits issued by the United States and/or the State of Texas and is subject to regulations and requirements related to the collection and treatment of wastewater (collectively the "Permit"). Customer agrees that it will comply with all Permit conditions in any way relating to the collection system and the discharge into the collection system. Customer shall save and hold Lubbock harmless against any penalty or fine assessed against Lubbock for any violation of any Permit, if such violation is attributable or related to an act of omission or commission by Customer.

20. Term of Contract

20.1 The term of this Contract shall be ten (10) years from date of execution. This Contract may be extended for an additional five (5) year period, on identical terms and provisions hereof, by Lubbock providing notice to the Customer no less than ninety (90) days prior to the expiration of the term thereof, of its desire to exercise its option to extend as set forth herein. The City Council of the City of Lubbock hereby delegates the authority to exercise the option granted and reserved herein to the City Manager, or his/her designee.

21. Force Majeure

21.1 No party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either party to pay costs and expenses) if such failure of performance shall be due to an uncontrollable force beyond the control of the parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm,

fire, lightening, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

21.2 In the event the proper operation of the Lubbock System, as a result of the above, requires Lubbock to temporarily interrupt all or part of the services to Customer, no claims for damage shall be made by Customer against Lubbock.

22. Events of Default and Remedies

22.1 Notwithstanding anything contained herein to the contrary, any material breach, as defined below, by Customer to perform any of the duties or the obligations assumed by Customer hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Agreement by Lubbock in the manner set forth in this Section.

22.2 In addition to the remedy of termination, in the event of material breach of this Agreement by Customer, Lubbock may also seek any other remedy available to it by law, equity, contract or otherwise. The remedies provided to Lubbock, in the event of a material breach of this Agreement by Customer, shall be cumulative in nature and may be exercised concurrently by Lubbock.

22.3 Lubbock shall deliver to Customer within sixty (60) days written notice of the breach or default of Customer and its intention to terminate this Agreement if Customer fails to cure or adjust such material breach, including in such notice a reasonable description of the breach. If within said sixty (60) days Customer shall fail or refuse to cure such default to the satisfaction of Lubbock, then and in such event, Lubbock shall have the right, without any liability whatsoever on the part of Lubbock, to immediately declare this Agreement terminated and to exercise any and all other rights and remedies it may have, as set forth above. In the event of termination of this Agreement, all rights, powers, and privileges of Customer hereunder shall cease and terminate and Customer shall make no claim of any kind whatsoever against Lubbock, its agents or representatives, by reason of such termination or any act incident thereto. Lubbock shall advise Customer in writing upon acceptance of the cure of any default.

22.4 The following breach, default or failure to perform a duty or obligation by Customer shall be considered to be a material breach:

- a. Failure to adopt and enforce any rule required to be adopted and enforced herein;
- b. Failure to make any payment of any bill, charge or fee as provided for in this Agreement;
- c. Making any connection to the Lubbock System at any point except as provided in Section 2.2 hereof;
- d. Failure to provide Lubbock ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;
- e. Failure to permit or conduct any sampling of wastewater as provided for herein;

- f. Failure to disconnect industrial users of Customer pursuant to Section 8.3;
- g. Failure to maintain the quality of discharge as required in Sections 9.1, 9.2 and 9.3;
- h. Failure of Customer to comply with Section 19 hereof.

22.5 In the event of any other nonmaterial breach, default or failure to perform duties under this Agreement, Lubbock shall deliver to Customer sixty (60) days advance written notice of such default. If Customer fails to cure such breach, default or failure, then Lubbock shall give Customer written notice of such failure to cure and may surcharge Customer five thousand dollars (\$5,000) per month until such time as Customer cures such nonmaterial default.

22.6 Any failure by Lubbock to so terminate this Agreement or the acceptance by Lubbock of any benefits under this Agreement for any period of time after such material breach, default or failure by Customer shall not be determined to be a waiver by Lubbock of any rights to terminate this Agreement for any subsequent material breach, default or failure.

22.7 In the event Lubbock shall fail to perform under this Agreement, Customer may, as its sole and exclusive remedy, terminate this Agreement, upon providing notice to Lubbock in the same manner Customer is to be provided notice pursuant to the notice provisions provided above regarding notice of material breach of Customer.

23. Effective Date

23.1 This Contract, together with all terms and conditions and covenants, shall be effective as of the date of the execution hereof by Lubbock.

24. Condition Precedent

24.1 The obligation of Lubbock to perform under this Agreement is subject to the condition precedent that, prior to accepting any liquid waste, wastewater or other waster pursuant to the terms hereof, Lubbock and Customer shall have received written approval and authorization to perform hereunder by the Environmental Protection Agency of the United States of America, the Texas Commission on Environmental Quality and any other governmental or regulatory body or authority having jurisdiction over such matters.

25. Miscellaneous

25.1 This Agreement is subject to all applicable federal and state laws and any applicable permits, rules or amendments adopted pursuant to Section 9.1 rules, orders and regulations of any state or federal governmental authority having or asserting jurisdiction.

25.2 The Customer agrees to abide by and comply with any changes in this Agreement made necessary by an amendment or revision to state or federal regulations.

25.3 Upon prior notice by Lubbock, any duly authorized employee of Lubbock bearing proper credentials and identification shall notify Customer of need for access to any premises located within Customer's jurisdiction as may be necessary for the purpose of inspections and observation, measurement, sampling and testing and/or auditing, in accordance with the provisions of this Contract. Upon such notice, Customer shall immediately allow access to the Lubbock representative. Customer may elect to accompany the Lubbock representative.

25.4 In each instance herein where reference is made to a federal or state statute regulation or rule, it is the intention of the parties that, at any given time, the current federal or state statute, regulation or rule shall apply.

25.5 If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Lubbock, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

25.6 Lubbock must comply with all federal, state and local government requirements to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Lubbock in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

25.7 Section headings in this Agreement are for convenience only and do not purport to accurately or completely describe the contents of any section. Such headings are not to be construed as a part of this Agreement or any way defining, limiting or amplifying the provisions hereof.

26. Current Revenues

26.1 Each party paying for performance under this Agreement shall make all payments from current revenues available to the paying party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.


LUBBOCK REESE
REDEVELOPMENT AUTHORITY

By: _____

Name: John Tye

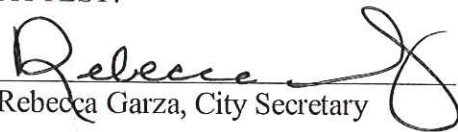
Title: President, Board of Directors

CITY OF LUBBOCK



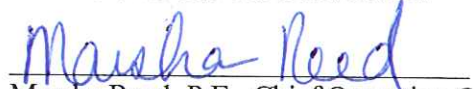
Tom Martin, Mayor

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operation Officer

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney





-  Sewer Lines
-  Lubbock City Limits

Exhibit A

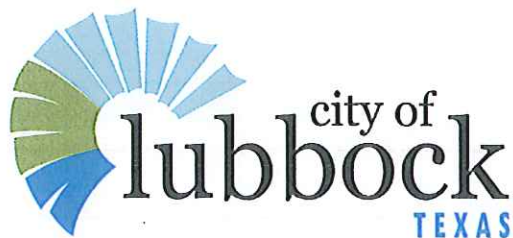


Exhibit B

WASTEWATER SURVEY FOR NONRESIDENTIAL ESTABLISHMENTS & APPLICATION FOR WASTEWATER CONTRIBUTION PERMIT

Note to Signing Official: Please fill in all blanks pertaining to your company or operation. Signing officials should be familiar with the information submitted in this document and provide such information on behalf of the company, corporation, partnership, or proprietorship. Should a Wastewater Contribution Permit be required for your facility, the information in this questionnaire will be used to issue such permit. Please return within thirty (30) days from receipt.

I. GENERAL INFORMATION

1. Company Name: _____

2. Check one as appropriate:

Proprietorship ☐ Partnership ☐ Corporation ☐

3. Standard Industrial Code (SIC) Number: _____

4. Mailing address: _____

5. Premise address: _____

6. Billing Address: _____

(If different from
mailing address)

7. Person to contact concerning information provided in this questionnaire:

Name _____ Title _____

Address _____

Telephone number (____) _____

II. WATER SOURCE

1. Water Bill Account number(s): _____

2. Number, size and address of City water meter(s): _____

3. Number and location of private wells, if any, which serve this facility and the approximate total usage of those wells: _____

4. List all other sources of water that are eventually discharged from your facility: _____

III. PRODUCT OR SERVICE INFORMATION

1. Detailed narrative description of manufacturing or service activity at premise address:(may include additional sheets if necessary): _____

2. Principle raw materials (including chemicals) used: _____

3. Catalysts and/or intermediates used: _____

IV. PLANT OPERATIONAL CHARACTERISTICS

NOTE: "Discharge" in this section refers to process wastes rather than water from fountains, sinks, bathrooms, etc.

1. Approximate number of hours of operation per day: _____

2. Approximate number of employees during peak operation periods:

Full time _____ Part time _____ Other _____

3. Are major products batch, continuous, or both? _____

4. Are your processes subject to seasonal variation? _____

If yes, explain, indicating month(s) of peak operation and products: _____

5. What will be your process discharge: _____

6. What will be your total facility discharge: _____

7. List all holidays that the plant does not have a discharge: _____

8. Circle full months of the year that your plant does not discharge:

J F M A M J J A S O N D

9. Circle full days of the week that your plant does not discharge:

M T W T F S S

10. Check all processes in the Industrial Categories listed below which generate wastewater or waste sludge at this plant's location:

**TITLE 40 - PROTECTION OF THE ENVIRONMENT
CHAPTER I - ENVIRONMENTAL PROTECTION AGENCY
SUBCHAPTER N - EFFLUENT GUIDELINES AND STANDARDS**

The following categories do Not contain reportable pretreatment standards

- ☐ PART 405 - Dairy products processing point source category
- ☐ PART 407 - Canned and preserved fruits and vegetables processing point source category
- ☐ PART 408 - Canned and preserved seafood processing point source category
- ☐ PART 409 - Sugar processing point source category
- ☐ PART 410 - Textile mills point source category
- ☐ PART 411 - Cement manufacturing point source category
- ☐ PART 422 - Phosphate manufacturing point source category

- ☐ PART 424 - Ferroalloy manufacturing point source category
- ☐ PART 427 - Asbestos manufacturing point source category
- ☐ PART 432 - Meat products point source category
- ☐ PART 434 - Coal mining point source category BPT, BAT, BCT limitations and new source performance standards
- ☐ PART 436 - Mineral mining and processing point source category
- ☐ PART 440 - Ore mining and dressing point source category
- ☐ PART 445 - Landfills point source category
- ☐ PART 454 - Gum and wood chemicals manufacturing point source category
- ☐ PART 457 - Explosives manufacturing point source category
- ☐ PART 459 - Photographic point source category
- ☐ PART 460 - Hospital point source category
- ☐ PART 463 - Plastics molding and forming point source category

The following categories contain at least one reportable pretreatment standards

- ☐ PART 406 - Grain mills point source category
- ☐ PART 412 - Feedlots point source category
- ☐ PART 413 - Electroplating point source category
- ☐ PART 414 - Organic chemicals, plastics, and synthetic fibers
- ☐ PART 415 - Inorganic chemicals manufacturing point source category
- ☐ PART 417 - Soap and detergent manufacturing point source category
- ☐ PART 418 - Fertilizer manufacturing point source category
- ☐ PART 419 - Petroleum refining point source category
- ☐ PART 420 - Iron and steel manufacturing point source category
- ☐ PART 421 - Nonferrous metals manufacturing point source category
- ☐ PART 423 - Steam electric power generating point source category
- ☐ PART 425 - Leather tanning and finishing point source category
- ☐ PART 426 - Glass manufacturing point source category
- ☐ PART 428 - Rubber manufacturing point source category
- ☐ PART 429 - Timber products processing point source category
- ☐ PART 430 - Pulp, paper, and paperboard point source category
- ☐ PART 433 - Metal finishing point source category
- ☐ PART 435 - Oil and gas extraction point source category
- ☐ PART 437 - Centralized waste treatment point source category
- ☐ PART 439 - Pharmaceutical manufacturing point source category
- ☐ PART 442 - Transportation equipment cleaning point source category
- ☐ PART 443 - Effluent limitations guidelines for existing sources and standards of performance and pretreatment standards for new sources for the paving and roofing materials (tars and asphalt) point source category
- ☐ PART 444 - Commercial hazardous waste combustors
- ☐ PART 446 - Paint formulating point source category
- ☐ PART 447 - Ink formulating point source category
- ☐ PART 455 - Pesticide chemicals
- ☐ PART 458 - Carbon black manufacturing point source category
- ☐ PART 461 - Battery manufacturing point source category
- ☐ PART 464 - Metal molding and casting point source category
- ☐ PART 465 - Coil coating point source category
- ☐ PART 466 - Porcelain enameling point source category
- ☐ PART 467 - Aluminum forming point source category
- ☐ PART 468 - Copper forming point source category
- ☐ PART 469 - Electrical and electronic components point source category
- ☐ PART 471 - Nonferrous metals forming and metal powders point source category
- ☐ NONE OF THE ABOVE

V. WASTEWATER TREATMENT AND DISCHARGE

1. Check all pretreatment devices or processes used for treating wastewater and/or sludge.

- ☐ Air flotation
- ☐ Centrifuge
- ☐ Chemical precipitation
- ☐ Chlorination
- ☐ Cyclone
- ☐ Filtration
- ☐ Flow equalization
- ☐ Grease trap
- ☐ Grit removal
- ☐ Ion exchange
- ☐ Neutralization, pH correction
- ☐ Ozonation
- ☐ Reverse osmosis
- ☐ Screen
- ☐ Sedimentation
- ☐ Septic tank
- ☐ Solvent separation
- ☐ Spill protection
- ☐ Sump
- ☐ Biological treatment, type: _____
- ☐ Grease or oil separation type: _____
- ☐ Rainwater diversion or storage: _____
- ☐ Other physical treatment: _____
- ☐ Other chemical treatment: _____

☐ NO PRETREATMENT

2. How often are the above facilities checked for proper operation and/or cleaned?

3. Number and size of connections to the City sanitary sewer. Attach copies of plumbing floor plans which show all sewer connections and appurtenances.

4. Is a monitoring/sampling manhole available, according to Article 22.04, Division 6, Sec. 22.04.212, of the Code of Ordinances of the City Of Lubbock? _____ If so please list the location(s):

5. Does the plant discharge water into the City storm sewer or an open drainageway? If not, skip to question 6. If so, give locations and approximate amounts of discharges:

What is the nature of this water (cooling, process, wash, etc...) _____

6. What is your estimate of the percentage of water which never reaches the sanitary sewer (in plant water loss) due to production, evaporation, etc...)? _____

On what do you base your estimate: (please be specific): _____

7. List all other sewage or sludge disposal systems or contract waste haulers, which are utilized:

If waste haulers are utilized, please explain what is hauled, and where it is hauled to:

8. List all environmental control permits now held or issued to this facility: _____

9. If any wastewater analyses have been performed on the process discharge(s) from your facilities, attach a copy of the most recent data to this questionnaire. Be sure to include the date of the analysis, name of laboratory performing the analysis, and location(s) from which the sample(s) were taken (attach sketches, plans, etc., as necessary).

VI TOXIC POLLUTANTS

1. Place a check mark next to each toxic pollutant listed below which are being used on the premises or which may result as a by-product and/or eventually enter the public sanitary sewer system, (NRDC Consent decree and referenced in 307a of the Clean Water Act of 1977):

- | | |
|---|---|
| <input type="checkbox"/> Acenaphthene | <input type="checkbox"/> Endrin and metabolites |
| <input type="checkbox"/> Acolein | <input type="checkbox"/> Ethylbenzene |
| <input type="checkbox"/> Acrylonitrile | <input type="checkbox"/> Fluoranthene |
| <input type="checkbox"/> Aldrin/Dieldrin | <input type="checkbox"/> Haloethers |
| <input type="checkbox"/> Antimony and compounds | <input type="checkbox"/> Halomethanes |
| <input type="checkbox"/> Arsenic and compounds | <input type="checkbox"/> Heptachlor & metabolites |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Hexachlorobutadiene |
| <input type="checkbox"/> Benzene | <input type="checkbox"/> Hexachlorocyclopentadiene |
| <input type="checkbox"/> Benzidine | <input type="checkbox"/> Hexachlorocyclohexane |
| <input type="checkbox"/> Chlorinated phenols | <input type="checkbox"/> Pentachlorophenol |
| <input type="checkbox"/> Chloroform | <input type="checkbox"/> Phenol |
| <input type="checkbox"/> 2-chlorophenol | <input type="checkbox"/> Phthalate esters |
| <input type="checkbox"/> Chromium and compounds | <input type="checkbox"/> Polychlorinated biphenyls (PCBs) |
| <input type="checkbox"/> Copper and compounds | <input type="checkbox"/> Polynuclear aromatic hydrocarbons |
| <input type="checkbox"/> Cyanides | <input type="checkbox"/> Selenium and compounds |
| <input type="checkbox"/> DDT and metabolites | <input type="checkbox"/> Silver and compounds |
| <input type="checkbox"/> Dichlorobenzenes | <input type="checkbox"/> 2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD) |
| <input type="checkbox"/> Dichlorobenzidine | <input type="checkbox"/> Tetrachloroethylene |
| <input type="checkbox"/> 2,4-dichloroph | <input type="checkbox"/> Thallium & metabolites |
| <input type="checkbox"/> Dichloropropane | <input type="checkbox"/> Toluene |
| <input type="checkbox"/> Dichloropropene | <input type="checkbox"/> Toxaphene |
| <input type="checkbox"/> 2,4-dimethylphenol | <input type="checkbox"/> Trichloroethylene |
| <input type="checkbox"/> Dinitrotoluene | <input type="checkbox"/> Isophorone |
| <input type="checkbox"/> Beryllium and compounds | <input type="checkbox"/> Lead and compounds |
| <input type="checkbox"/> Cadmium and compounds | <input type="checkbox"/> Mercury and compounds |
| <input type="checkbox"/> Carbon tetrachloride | <input type="checkbox"/> Napthalene |
| <input type="checkbox"/> Chlordane | <input type="checkbox"/> Nickel and compounds |
| <input type="checkbox"/> Chlorinated benzenes | <input type="checkbox"/> Nitrobenzene |
| <input type="checkbox"/> Chlorinated ethanes | <input type="checkbox"/> Nitrophenols |
| <input type="checkbox"/> Chlorinated ethers | <input type="checkbox"/> Nitrosamines |
| <input type="checkbox"/> Chlorinated napthalene | <input type="checkbox"/> Vinyl chloride |
| <input type="checkbox"/> Diphenylhydrazine | <input type="checkbox"/> Zinc and compounds |
| <input type="checkbox"/> Endosulfan & metabolites | |

November Financials

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Balance Sheet
As of 11/30/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>EDA Grant</u>	<u>Fiber Optic</u>	<u>Total</u>
ASSETS				
CASH	3,632,718	154,177	0	3,786,895
DESIGNATED-CAPITAL MAINT	610,000	0	0	610,000
WATER INFRASTRUCTURE RESERVE	245,000	0	0	245,000
INVESTMENTS	0	0	0	0
ACCOUNTS RECEIVABLE	224,894	0	14,416	239,310
ALLOWANCE FOR DOUBTFUL	0	0	0	0
INTERFUND TRANSFERS	0	0	0	0
NOTES RECEIVABLE	0	0	0	0
CONSTRUCTION IN PROGRESS	470,154	47,637	0	517,791
PROPERTY AND EQUIPMENT, NET	6,364,117	0	106,499	6,470,617
OTHER ASSETS	215,079	0	19,010	234,089
Total ASSETS	<u>11,761,963</u>	<u>201,814</u>	<u>139,925</u>	<u>12,103,702</u>
LIABILITIES				
ACCOUNTS PAYABLE	123,099	1,139	490	124,728
ACCRUED EXPENSES	71,749	0	4,568	76,317
DEFERRED REVENUE	246,360	0	18,883	265,243
NET PENSION LIABILITIES	0	0	0	0
NOTES PAYABLE	7,722	0	0	7,722
INTERFUND TRANSFERS	0	0	0	0
REFUNDABLE DEPOSITS	61,967	0	223	62,190
OTHER LIABILITIES	2,939	0	0	2,939
Total LIABILITIES	<u>513,836</u>	<u>1,139</u>	<u>24,163</u>	<u>539,139</u>
FUND EQUITY				
BEGINNING OF PERIOD	12,260,347	0	(773,152)	11,487,195
YEAR TO DATE EARNINGS	68,833	0	11,716	80,549
Total FUND EQUITY	<u>12,329,180</u>	<u>0</u>	<u>(761,436)</u>	<u>11,567,744</u>
TOTAL LIABILITY AND FUND	<u>12,843,016</u>	<u>1,139</u>	<u>(737,273)</u>	<u>12,106,883</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY
 From 10/1/2021 Through 11/30/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fund</u>	<u>Total</u>
OPERATING REVENUES	515,141	41,087	556,227
OPERATING EXPENSES	448,198	29,371	477,569
OPERATING INCOME(LOSS)	<u>66,943</u>	<u>11,716</u>	<u>78,659</u>
NONOPERATING INTEREST INCOME	1,890	-	1,890
NET NONOPERATING REVENUES	1,890	-	1,890
INCREASE (DECREASE) IN FUND	<u>68,833</u>	<u>11,716</u>	<u>80,549</u>
FUND EQUITY, BEGINNING	12,260,347	(773,152)	11,487,195
FUND EQUITY, ENDING	12,329,180	(761,436)	11,567,744

LUBBOCK REESE REDEVELOPMENT AUTHORITY

SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2021 Through 11/30/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
LEASES	335,134	-	335,134
USAGE FEES	43,523	3,320	46,843
PBT CAM FEES	120,048	-	120,048
CONTRACT SERVICES	2,070	-	2,070
FIBER OPTIC/WIRELESS	-	37,766	37,766
 TOTAL OPERATING REVENUE	 500,775	 41,087	 541,862
 UTILITY FRANCHISE FEES	 13,366	 -	 13,366
 INSURANCE PROCEEDS	 1,000	 -	 1,000
 TOTAL REVENUES	 515,141	 41,087	 556,227

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 11/30/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING EXPENSES			
SALARIES & TAXES	102,656	-	102,656
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	20,666	-	20,666
INSURANCE - PROPERTY & GENERAL	31,221	1,643	32,864
ADMINISTRATIVE EXPENSES	1,224	-	1,224
GENERAL OFFICE EXPENSES	7,220	628	7,848
ACCTG. & AUDITING SERVICES	5,165	-	5,165
COMPUTER SOFTWARE & MAINT.	-	6,732	6,732
INTERNET	-	3,444	3,444
LEGAL SERVICES	5,302	-	5,302
NETWORK MAINTENANCE CONTRACT	1,224	-	1,224
TRAINING & TRAVEL	4,477	-	4,477
MARKETING EXPENSES	12,887	-	12,887
OPERATIONS - GROUND MAINT. AND ENGINEERING CONTRACTS	91,627	-	91,627
UTILITIES	73,641	10,756	84,396
DEPRECIATION EXPENSE	90,890	5,100	95,991
Total OPERATING EXPENSES	<u>448,198</u>	<u>28,304</u>	<u>476,502</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 11/1/2021 Through 11/30/2021

GENERAL FUND

(In Whole Numbers)

	Current Month	Current Month	Current Month			
	Actual	Budget	Actual vs Budget	YTD Actual	YTD Budget	YTD Actual vs
			Variance			Budget Variance
REVENUES						
Leases	164,580	175,000	(10,420)	335,134	350,000	(14,866)
PBT Cam Fees	60,024	60,000	24	120,048	120,000	48
Usage Fees	20,099	20,833	(734)	43,523	41,667	1,856
Contract Services	2,070	1,250	820	2,070	2,500	(430)
Utility Franchise Fees	3,173	1,667	1,506	13,366	12,333	1,032
Insurance Proceeds	-	-	-	1,000	-	1,000
Total REVENUES	249,946	258,750	(8,804)	515,141	526,500	(11,359)
EXPENSES						
Salaries & Taxes	51,210	69,917	18,707	102,656	139,833	37,177
Benefits - Health, Retirement & Wkr's	10,600	11,346	746	20,666	22,692	2,026
Insurance -Property & General Liabilities	15,611	15,942	331	31,221	31,883	662
Administrative Expenses	605	933	329	1,224	1,867	643
General Office Expenses	3,259	5,355	2,096	7,220	10,710	3,490
Accounting & Auditing Services	5,080	6,071	991	5,165	6,155	990
Legal Services	1,853	4,167	2,314	5,302	8,333	3,031
Network Maintenance Contract	866	667	(199)	1,224	1,333	110
Training & Travel	1,648	708	(940)	4,477	1,417	(3,060)
Marketing Expenses	3,401	4,708	1,307	12,887	9,417	(3,470)
Operations	44,549	96,083	51,534	91,627	192,167	100,540
Utilities	46,918	18,908	(28,010)	73,641	40,317	(33,324)
Total EXPENSES	185,600	234,806	49,205	357,308	466,123	108,815
NIBPSID	64,346	23,944	40,401	157,833	60,377	97,456
NON OPERATING REVENUE						
Interest Income	916	625	291	1,890	1,250	640
Total NON OPERATING REVENUE	916	625	291	1,890	1,250	640
DEPRECIATION						
Depreciation Expense	(45,445)	(47,500)	2,055	(90,890)	(95,000)	4,110
Total DEPRECIATION	(45,445)	(47,500)	2,055	(90,890)	(95,000)	4,110
Increase (Decrease) In Fund Equity	19,817	(22,931)	42,747	68,833	(33,373)	102,206

FIBER OPTIC OPERATING FUND

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Current Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
REVENUES						
Usage Fees	1,548	1,000	548	3,320	2,000	1,320
Fiber Optic/Wireless Income	18,883	16,250	2,633	37,766	32,500	5,266
Total REVENUES	20,431	17,250	3,181	41,087	34,500	6,587
EXPENSES						
Insurance -Property & General Liabilities	822	833	12	1,643	1,667	23
General Office Expenses	314	317	3	628	633	5
Computer Software & Maintenance	2,941	2,917	(24)	6,732	5,833	(898)
Internet	1,722	1,833	111	3,444	3,667	222
Building Maintenance & Repairs	1,067	833	(234)	1,067	1,667	600
Utilities	5,423	5,142	(282)	10,756	10,283	(472)
Total EXPENSES	12,289	11,875	(414)	24,270	23,750	(520)
NIBPSID	8,142	5,375	2,767	16,816	10,750	6,066
DEPRECIATION						
Depreciation Expense	(2,550)	(2,917)	366	(5,100)	(5,833)	733
Total DEPRECIATION	(2,550)	(2,917)	366	(5,100)	(5,833)	733
Increase (Decrease) In Fund Equity	5,592	2,458	3,133	11,716	4,917	6,799

COMBINED FUNDS

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Current Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Budget Actual vs Budget Variance
REVENUES						
Leases	164,580	175,000	(10,420)	335,134	350,000	(14,866)
PBT Cam Fees	60,024	60,000	24	120,048	120,000	48
Usage Fees	21,647	21,833	(186)	46,843	43,667	3,177
Contract Services	2,070	1,250	820	2,070	2,500	(430)
Utility Franchise Fees	3,173	1,667	1,506	13,366	12,333	1,032
Insurance Proceeds	-	-	-	1,000	-	1,000
Fiber Optic/Wireless Income	18,883	16,250	2,633	37,766	32,500	5,266
Total REVENUES	270,377	276,000	(5,623)	556,227	561,000	(4,773)
EXPENSES						
Salaries & Taxes	51,210	69,917	18,707	102,656	139,833	37,177
Benefits - Health, Retirement & Wkr's Comp	10,600	11,346	746	20,666	22,692	2,026
Insurance -Property & General Liabilities	16,432	16,775	343	32,864	33,550	686
Administrative Expenses	605	933	329	1,224	1,867	643
General Office Expenses	3,574	5,672	2,098	7,848	11,343	3,495
Accounting & Auditing Services	5,080	6,071	991	5,165	6,155	990
Computer Software & Maintenance	2,941	2,917	(24)	6,732	5,833	(898)
Internet	1,722	1,833	111	3,444	3,667	222
Legal Services	1,853	4,167	2,314	5,302	8,333	3,031
Network Maintenance Contract	866	667	(199)	1,224	1,333	110
Training & Travel	1,648	708	(940)	4,477	1,417	(3,060)
Marketing Expenses	3,401	4,708	1,307	12,887	9,417	(3,470)
Operations	44,549	96,083	51,534	91,627	192,167	100,540
Building Maintenance & Repairs	1,067	833	(234)	1,067	1,667	600
Utilities	52,342	24,050	(28,292)	84,396	50,600	(33,796)
Total EXPENSES	197,889	246,681	48,791	381,578	489,873	108,295
NIBPSID	72,488	29,319	43,168	174,649	71,127	103,523
NON OPERATING REVENUE						
Interest Income	916	625	291	1,890	1,250	640
Total NON OPERATING REVENUE	916	625	291	1,890	1,250	640
DEPRECIATION						
Depreciation Expense	(47,995)	(50,417)	2,421	(95,991)	(100,833)	4,843
Total DEPRECIATION	(47,995)	(50,417)	2,421	(95,991)	(100,833)	4,843
Increase (Decrease) In Fund Equity	25,408	(20,472)	45,881	80,549	(28,456)	109,005

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

(In Whole Numbers)

	Current Month	Prior Year's		Prior Year	
	Actual	Month Actual	Variance	YTD Actual	YTD Actual
					Variance
REVENUES					
Leases	164,580	170,264	(5,684)	335,134	340,152
PBT Cam Fees	60,024	60,024	-	120,048	120,048
Usage Fees	21,647	22,925	(1,278)	46,843	51,129
Contract Services	2,070	14,653	(12,583)	2,070	14,653
Utility Franchise Fees	3,173	6,052	(2,879)	13,366	17,072
Insurance Proceeds	-	-	-	1,000	-
Fiber Optic/Wireless Income	18,883	15,010	3,873	37,766	30,021
Total REVENUES	270,377	288,929	(18,552)	556,227	573,075
EXPENSES					
Salaries & Taxes	51,210	65,835	(14,625)	102,656	115,045
Benefits - Health, Retirement & Wkr's Comp	10,600	9,634	966	20,666	19,231
Insurance -Property & General Liabilities	16,432	14,986	1,446	32,864	29,973
Administrative Expenses	605	250	355	1,224	336
General Office Expenses	3,574	3,839	(265)	7,848	7,784
Accounting & Auditing Services	5,080	80	5,000	5,165	191
Computer Software & Maintenance	2,941	2,941	-	6,732	6,682
Internet	1,722	1,695	27	3,444	3,390
Legal Services	1,853	2,430	(577)	5,302	3,834
Network Maintenance Contract	866	421	445	1,224	882
Training & Travel	1,648	623	1,025	4,477	947
Marketing Expenses	3,401	9,338	(5,937)	12,887	12,792
Operations	44,549	53,289	(8,740)	91,627	92,008
Building Maintenance & Repairs	1,067	3,458	(2,391)	1,067	3,458
Utilities	52,342	26,894	25,448	84,396	45,790
Total EXPENSES	197,889	195,714	2,175	381,578	342,343
NIBPSID	72,488	93,214	(20,726)	174,649	230,732
NON OPERATING REVENUE					
Interest Income	916	835	81	1,890	1,685
Total NON OPERATING REVENUE	916	835	81	1,890	1,685
DEPRECIATION					
Depreciation Expense	(47,995)	(47,995)	-	(95,991)	(95,991)
Total DEPRECIATION	(47,995)	(47,995)	-	(95,991)	(95,991)
Increase (Decrease) In Fund Equity	25,408	46,054	(20,646)	80,549	136,426

December Financials

CASH BALANCES - DECEMBER 31, 2021

	11/30/2021	12/31/2021	Change
General Fund Bank Accounts	\$ 3,632,618	\$ 3,612,970	\$ (19,648)
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
EDA Grant Checking	\$ 154,177	\$ 153,038	\$ (1,139)
Capital Maintenance - Designated	\$ 855,000	\$ 855,000	\$ -
Petty Cash	\$ 100	\$ 100	\$ -
Total Cash	\$ 4,641,895	\$ 4,621,108	\$ (20,787)
Accounts Receivable - G/F	\$ 224,894	\$ 161,686	\$ (63,208)
Accounts Receivable - F/O	\$ 14,416	\$ 7,314	\$ (7,102)
Total Accounts Receivable	\$ 239,310	\$ 169,000	\$ (70,310)
Total Cash & Accounts Receivable	\$ 4,881,205	\$ 4,790,108	\$ (91,097)

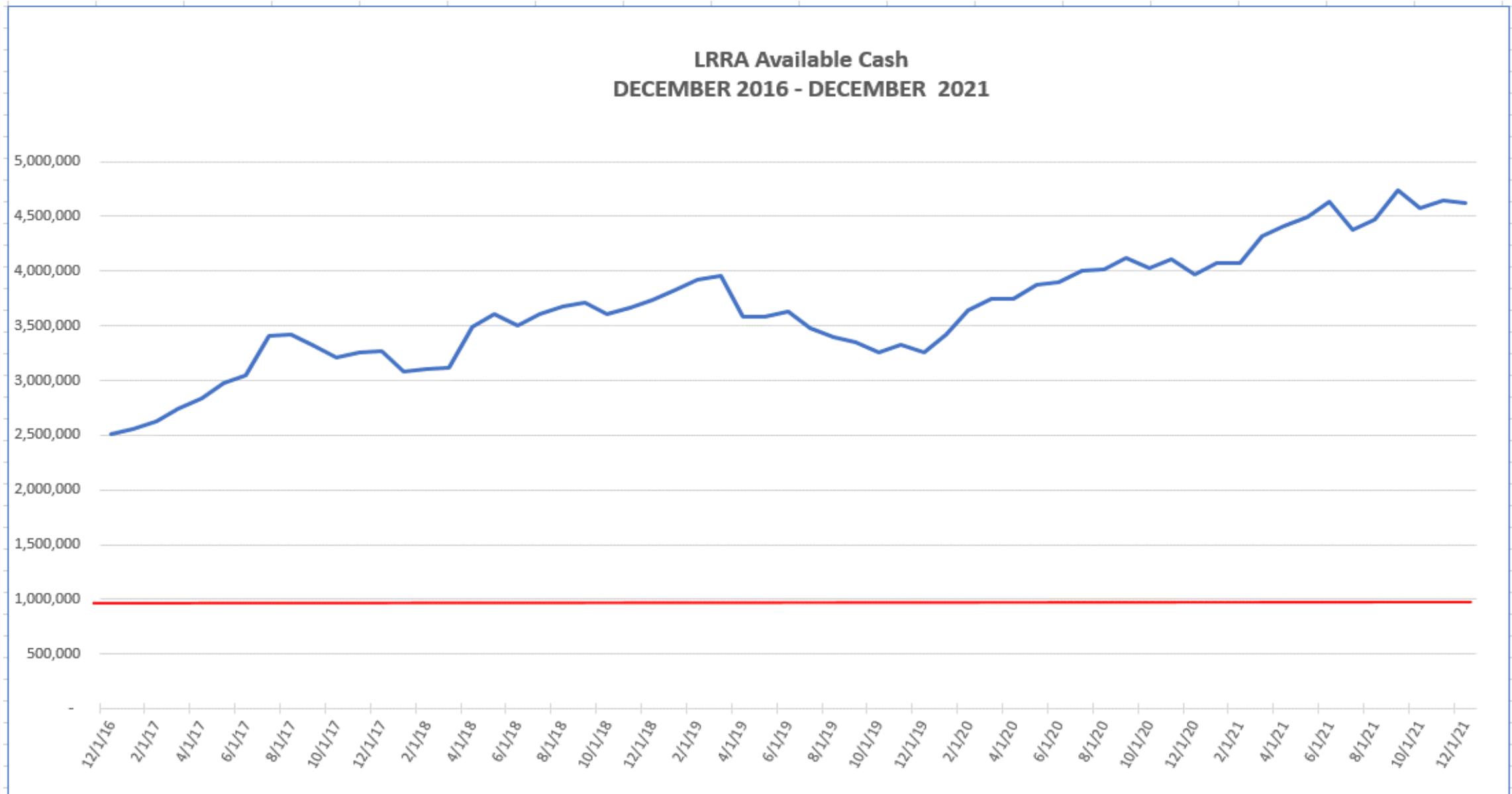
Aged Accounts Receivable as of 12/31/2021

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
152,370.38	11,390.82	3,841.49	1,274.49	36.46	168,913.64

Aged Accounts Receivable as of 01/20/2022

41,989.99	11,467.44	3,841.49	1,274.49	36.46	58,609.87
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LRRRA Available Cash
DECEMBER 2016 - DECEMBER 2021



FINANCIAL HIGHLIGHTS - DECEMBER 2021

DESCRIPTION	Month G/F	Month F/O	Month's Total	YTD	G/F YTD	F/O	YTD Total
Operating Revenue	\$ 223,648	\$ 18,883	\$ 242,531	\$ 695,266	\$ 56,649	\$ 751,915	
Other Revenue - Usage Fees	\$ 19,632	\$ 1,306	\$ 20,938	\$ 63,155	\$ 4,627	\$ 67,782	
Total Revenue	\$ 243,280	\$ 20,189	\$ 263,469	\$ 758,421	\$ 61,276	\$ 819,697	
Expenses	\$ 250,749	\$ 11,303	\$ 262,052	\$ 608,057	\$ 35,573	\$ 643,630	
Net Income BPSID	\$ (7,469)	\$ 8,886	\$ 1,417	\$ 150,364	\$ 25,703	\$ 176,067	
Interest Income - Plus	\$ 957		\$ 957	\$ 2,847		\$ 2,847	
Depreciation - Less	\$ (45,445)	\$ (2,550)	\$ (47,995)	\$ (136,335)	\$ (7,651)	\$ (143,986)	
Net Income	\$ (51,957)	\$ 6,336	\$ (45,621)	\$ 16,876	\$ 18,052	\$ 34,928	

EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

VALVE TRAILER

69,718.75

FIXED ASSET

\$ 69,718.75

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Balance Sheet
As of 12/31/2021

(In Whole Numbers)

	General Fund	EDA Grant Fund	Fiber Optic Fund	Total
ASSETS				
CASH	3,613,070	153,038	-	3,766,108
DESIGNATED-CAPITAL MAINT	610,000	-	-	610,000
WATER INFRASTRUCTURE RESERVE	245,000	-	-	245,000
INVESTMENTS	-	-	-	-
ACCOUNTS RECEIVABLE	161,686	-	7,314	169,000
ALLOWANCE FOR DOUBTFUL	-	-	-	-
INTERFUND TRANSFERS	-	-	-	-
NOTES RECEIVABLE	-	-	-	-
CONSTRUCTION IN PROGRESS	470,154	49,413	-	519,567
PROPERTY AND EQUIPMENT, NET	6,318,672	-	103,949	6,422,621
OTHER ASSETS	198,907	-	17,698	216,604
Total ASSETS	11,617,489	202,451	128,960	11,948,900
LIABILITIES				
ACCOUNTS PAYABLE	22,129	1,776	640	24,545
ACCRUED EXPENSES	81,452	-	4,568	86,019
DEFERRED REVENUE	227,922	-	18,883	246,805
NET PENSION LIABILITIES	-	-	-	-
NOTES PAYABLE	7,460	-	-	7,460
INTERFUND TRANSFERS	-	-	-	-
REFUNDABLE DEPOSITS	61,967	-	223	62,190
OTHER LIABILITIES	2,939	-	-	2,939
Total LIABILITIES	403,869	1,776	24,313	429,958
FUND EQUITY				
BEGINNING OF PERIOD	12,260,347	-	(773,152)	11,487,195
YEAR TO DATE EARNINGS	16,876	-	18,052	34,928
Total FUND EQUITY	12,277,223	(755,100)	(755,100)	11,522,123
TOTAL LIABILITY AND FUND	12,681,092	1,776	(730,786)	11,952,081

LUBBOCK REESE REDEVELOPMENT AUTHORITY
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY
 From 10/1/2021 Through 12/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING REVENUES	758,421	61,276	819,697
OPERATING EXPENSES	744,392	43,224	787,616
OPERATING INCOME(LOSS)	<u>14,028</u>	<u>18,052</u>	<u>32,081</u>
NONOPERATING INTEREST INCOME	2,847	-	2,847
NET NONOPERATING REVENUES	2,847	-	2,847
INCREASE (DECREASE) IN FUND EQUITY	<u>16,876</u>	<u>18,052</u>	<u>34,928</u>
FUND EQUITY, BEGINNING	12,260,347	(773,152)	11,487,195
FUND EQUITY, ENDING	12,277,223	(755,100)	11,522,123

LUBBOCK REESE REDEVELOPMENT AUTHORITY

SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2021 Through 12/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
LEASES	496,201	-	496,201
USAGE FEES	63,155	4,627	67,782
PBT CAM FEES	180,072	-	180,072
CONTRACT SERVICES	2,990	-	2,990
FIBER OPTIC/WIRELESS INCOME	<u>-</u>	<u>56,649</u>	<u>56,649</u>
 TOTAL OPERATING REVENUE	 742,418	 61,276	 803,694
 UTILITY FRANCHISE FEES	 15,003	 -	 15,003
INSURANCE PROCEEDS	1,000	-	1,000
 TOTAL REVENUES	 <u>758,421</u>	 <u>61,276</u>	 <u>819,697</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 12/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Oper Fund</u>	<u>Total</u>
OPERATING EXPENSES			
SALARIES & TAXES	263,881	-	263,881
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	26,522	-	26,522
INSURANCE - PROPERTY & GENERAL	46,832	2,465	49,296
ADMINISTRATIVE EXPENSES	3,283	-	3,283
GENERAL OFFICE EXPENSES	10,815	943	11,757
ACCTG. & AUDITING SERVICES	5,266	-	5,266
COMPUTER SOFTWARE & MAINT.	-	9,672	9,672
INTERNET	-	5,166	5,166
LEGAL SERVICES	8,779	-	8,779
NETWORK MAINTENANCE	1,984	-	1,984
TRAINING & TRAVEL	4,477	-	4,477
MARKETING EXPENSES	14,536	-	14,536
OPERATIONS - GROUND MAINT. AND ENGINEERING CONTRACTS	125,554	-	125,554
UTILITIES	96,130	16,110	112,239
DEPRECIATION EXPENSE	136,335	7,651	143,986
Total OPERATING EXPENSES	<u>744,392</u>	<u>42,007</u>	<u>786,399</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 12/1/2021 Through 12/31/2021

GENERAL FUND

(In Whole Numbers)

	Current	Current	Actual vs Budget			YTD Actual vs
	Month Actual	Month Budget	Variance	YTD Actual	YTD Budget	Budget Variance
REVENUES						
Leases	161,067	175,000	(13,933)	496,201	525,000	(28,799)
PBT Cam Fees	60,024	60,000	24	180,072	180,000	72
Usage Fees	19,632	20,833	(1,201)	63,155	62,500	655
Contract Services	920	1,250	(330)	2,990	3,750	(760)
Utility Franchise Fees	1,637	1,667	(29)	15,003	14,000	1,003
Insurance Proceeds	-	-	-	1,000	-	1,000
Total REVENUES	243,280	258,750	(15,470)	758,421	785,250	(26,829)
EXPENSES						
Salaries & Taxes	161,224	69,917	(91,307)	263,881	209,750	(54,131)
Benefits - Health, Retirement & Wkr's	5,856	11,346	5,490	26,522	34,037	7,515
Insurance -Property & General Liabilities	15,611	15,942	331	46,832	47,825	993
Administrative Expenses	2,059	2,933	874	3,283	4,800	1,517
General Office Expenses	3,595	5,355	1,760	10,815	16,065	5,250
Accounting & Auditing Services	101	83	(18)	5,266	6,238	972
Legal Services	3,477	4,167	690	8,779	12,500	3,721
Network Maintenance Contract	761	667	(94)	1,984	2,000	16
Training & Travel	-	708	708	4,477	2,125	(2,352)
Marketing Expenses	1,649	4,708	3,059	14,536	14,125	(411)
Operations	33,927	96,083	62,156	125,554	288,250	162,696
Utilities	22,489	18,908	(3,581)	96,130	59,225	(36,905)
Total EXPENSES	250,749	230,818	(19,932)	608,057	696,941	88,884
NIBPSID	(7,469)	27,932	(35,402)	150,364	88,309	62,054
NON OPERATING REVENUE						
Interest Income	957	625	332	2,847	1,875	972
Total NON OPERATING REVENUE	957	625	332	2,847	1,875	972
DEPRECIATION						
Depreciation Expense	(45,445)	(47,500)	2,055	(136,335)	(142,500)	6,165
Total DEPRECIATION	(45,445)	(47,500)	2,055	(136,335)	(142,500)	6,165
Increase (Decrease) In Fund Equity	(51,957)	(18,943)	(33,015)	16,876	(52,316)	69,191

GENERAL FUND

Explanation of Significant Budget Variances

2021 DECEMBER

		Month Variance	YTD Variance	Explanations	Projected Outcome at Year End
Expenses, Salaries & Taxes	5100, 5110	\$ (91,307)	\$ (54,131)	Three payrolls, raises, & bonuses in December	Year End is expected to be on budget
Expenses, Operations	5900	\$ 62,156	\$ 162,696	Budget includes money for clean-up of Reese Business Park - 1st pmt Jan 2022	Year End is expected to be on budget
Expenses, Utilities	5380	\$ (3,581)	\$ (36,905)	LP&L bill has been caught up for the last 6 months and back to monthly billings	Year End is expected to be on budget.

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 12/1/2021 Through 12/31/2021

FIBER OPTIC OPERATING FUND

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
REVENUES						
Usage Fees	1,306	1,000	306	4,627	3,000	1,627
Fiber Optic/Wireless Income	18,883	16,250	2,633	56,649	48,750	7,899
Total REVENUES	20,189	17,250	2,939	61,276	51,750	9,526
EXPENSES						
Insurance -Property & General Liabilities	822	833	12	2,465	2,500	35
General Office Expenses	314	317	3	943	950	8
Computer Software & Maintenance	2,941	2,917	(24)	9,672	8,750	(922)
Internet	1,722	1,833	111	5,166	5,500	334
Building Maintenance & Repairs	150	833	683	1,217	2,500	1,283
Utilities	5,354	5,142	(212)	16,110	15,425	(685)
Total EXPENSES	11,303	11,875	572	35,573	35,625	52
NIBPSID	8,886	5,375	3,511	25,703	16,125	9,578
DEPRECIATION						
Depreciation Expense	(2,550)	(2,917)	366	(7,651)	(8,750)	1,099
Total DEPRECIATION	(2,550)	(2,917)	366	(7,651)	(8,750)	1,099
Increase (Decrease) In Fund Equity	6,336	2,458	3,878	18,052	7,375	10,677

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 12/1/2021 Through 12/31/2021

COMBINED FUNDS

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Budget Actual vs Budget Variance
REVENUES						
Leases	161,067	175,000	(13,933)	496,201	525,000	(28,799)
PBT Cam Fees	60,024	60,000	24	180,072	180,000	72
Usage Fees	20,938	21,833	(895)	67,782	65,500	2,282
Contract Services	920	1,250	(330)	2,990	3,750	(760)
Utility Franchise Fees	1,637	1,667	(29)	15,003	14,000	1,003
Insurance Proceeds	-	-	-	1,000	-	1,000
Fiber Optic/Wireless Income	18,883	16,250	2,633	56,649	48,750	7,899
Total REVENUES	263,469	276,000	(12,531)	819,697	837,000	(17,303)
EXPENSES						
Salaries & Taxes	161,224	69,917	(91,307)	263,881	209,750	(54,131)
Benefits - Health, Retirement & Wkr's Comp	5,856	11,346	5,490	26,522	34,037	7,515
Insurance -Property & General Liabilities	16,432	16,775	343	49,296	50,325	1,029
Administrative Expenses	2,059	2,933	874	3,283	4,800	1,517
General Office Expenses	3,909	5,672	1,763	11,757	17,015	5,258
Accounting & Auditing Services	101	83	(18)	5,266	6,238	972
Computer Software & Maintenance	2,941	2,917	(24)	9,672	8,750	(922)
Internet	1,722	1,833	111	5,166	5,500	334
Legal Services	3,477	4,167	690	8,779	12,500	3,721
Network Maintenance Contract	761	667	(94)	1,984	2,000	16
Training & Travel	-	708	708	4,477	2,125	(2,352)
Marketing Expenses	1,649	4,708	3,059	14,536	14,125	(411)
Operations	33,927	96,083	62,156	125,554	288,250	162,696
Building Maintenance & Repairs	150	833	683	1,217	2,500	1,283
Utilities	27,843	24,050	(3,793)	112,239	74,650	(37,589)
Total EXPENSES	262,052	242,693	(19,360)	643,630	732,566	88,936
NIBPSID	1,417	33,307	(31,890)	176,067	104,434	71,632
NON OPERATING REVENUE						
Interest Income	957	625	332	2,847	1,875	972
Total NON OPERATING REVENUE	957	625	332	2,847	1,875	972
DEPRECIATION						
Depreciation Expense	(47,995)	(50,417)	2,421	(143,986)	(151,250)	7,264
Total DEPRECIATION	(47,995)	(50,417)	2,421	(143,986)	(151,250)	7,264
Increase (Decrease) In Fund Equity	(45,621)	(16,484)	(29,137)	34,928	(44,941)	79,868

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 12/1/2021 Through 12/31/2021

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

(In Whole Numbers)

	Current Month	Prior Year's			Prior Year	
	Actual	Month Actual	Variance	YTD Actual	YTD Actual	Variance
REVENUES						
Leases	161,067	175,381	(14,314)	496,201	515,533	(19,332)
PBT Cam Fees	60,024	60,024	-	180,072	180,072	-
Usage Fees	20,938	19,685	1,253	67,782	70,813	(3,031)
Contract Services	920	-	920	2,990	14,653	(11,663)
Utility Franchise Fees	1,637	1,634	3	15,003	18,706	(3,703)
Insurance Proceeds	-	-	-	1,000	-	1,000
Fiber Optic/Wireless Income	18,883	15,010	3,873	56,649	45,031	11,618
Total REVENUES	263,469	271,734	(8,265)	819,697	844,809	(25,112)
EXPENSES						
Salaries & Taxes	161,224	71,942	89,282	263,881	186,987	76,894
Benefits - Health, Retirement & Wkr's	5,856	13,719	(7,863)	26,522	32,951	(6,429)
Insurance -Property & General Liabilities	16,432	14,950	1,482	49,296	44,923	4,373
Administrative Expenses	2,059	964	1,095	3,283	1,300	1,983
General Office Expenses	3,909	9,554	(5,645)	11,757	17,339	(5,582)
Accounting & Auditing Services	101	118	(17)	5,266	308	4,958
Computer Software & Maintenance	2,941	2,941	-	9,672	9,623	49
Internet	1,722	1,695	27	5,166	5,084	82
Legal Services	3,477	2,484	993	8,779	6,318	2,461
Network Maintenance Contract	761	555	206	1,984	1,437	547
Training & Travel	-	-	-	4,477	947	3,530
Marketing Expenses	1,649	1,199	450	14,536	13,990	546
Operations	33,927	42,438	(8,511)	125,554	134,446	(8,892)
Building Maintenance & Repairs	150	150	-	1,217	3,608	(2,391)
Utilities	27,843	26,055	1,788	112,239	71,846	40,393
Total EXPENSES	262,052	188,765	73,287	643,630	531,107	112,523
NIBPSID	1,417	82,969	(81,552)	176,067	313,702	(137,635)
NON OPERATING REVENUE						
Interest Income	957	856	101	2,847	2,541	306
Total NON OPERATING REVENUE	957	856	101	2,847	2,541	306
DEPRECIATION						
Depreciation Expense	(47,995)	(47,995)	-	(143,986)	(143,986)	-
Total DEPRECIATION	(47,995)	(47,995)	-	(143,986)	(143,986)	-
Increase (Decrease) In Fund Equity	(45,621)	35,830	(81,451)	34,928	172,257	(137,329)

JANUARY 2022 – EVENTS & ACTIVITIES

	DATE	EVENT
JANUARY	January 13, 2022	Presentation for Levelland Lions Club
	January 18, 2022	Presentation for Community Workforce Partnership
	January 26, 2022	LRRA Board of Directors Meeting
	January 27, 2022	United Way Annual Meeting and Awards Luncheon
	January 29, 2022	Presentation to Investors of Royal Bengal Logistics, Inc.
LOOKING AHEAD		
FEBRUARY	February 1, 2022	Presentation for Military Officers Assoc. of America (MOAA)
	February 3, 2022	Lubbock Economic Council Luncheon
	February 22, 2022	Lubbock Chamber Legislative Appreciation Luncheon
	February 23, 2022	LRRA Board of Directors Meeting
MARCH	March 3, 2022	YWCA Women of Excellence Banquet