

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

Date: Wednesday, March 22, 2023

Time: 8:00 a.m.

Place: Reese Technology Center, LRRRA Board Room, 9801 Reese Blvd, Suite 200, Lubbock, TX 79416

<b>AGENDA ITEMS</b>	<b>TAB</b>	<b>SPEAKER</b>
Call the Meeting to Order		Steve Verett
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	Steve Verett
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"> <li>• Executive Director</li> <li>• Manager of Business Development</li> <li>• Manager of Accounting</li> <li>• Manager of Operations</li> <li>• Operations Lead</li> <li>• Service Technician</li> <li>• Service Technician</li> <li>• Administrative Coordinator</li> <li>• Administrative Assistant</li> <li>• Board of Directors</li> </ul> c. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.071, Consultation with Attorney.	TAB 2	John Tye Muvat Musa  Steve Verett Muvat Musa  Darrell Guthrie
3. Action Item – Consider the Minutes of the February 22, 2023, Board of Directors Meeting	TAB 3	Steve Verett
4. Action Item – Consider Agreement for Building 3180 with NTESS, Sandia National Laboratories	TAB 4	Muvat Musa
5. Action Item – Consider Lease for Building 3175 with Rex Server d/b/a Texas Industrial Components	TAB 5	Muvat Musa
6. Action Item – Consider LRRRA Employee Performance Incentive Bonus Plan for FY2023	TAB 6	Muvat Musa

7. Discussion Item – Financial Reports	TAB 7	Sandy Hamilton
8. Discussion Item – Reese Events & Activities	TAB 8	Murvat Musa
Adjourn the Meeting		Steve Verett

Lubbock Reese Redevelopment Authority (LRRRA) will post this meeting agenda on its front doors and on its website at <http://www.reesetechnologycenter.com/agendas/> by 5:00 p.m., Friday, March 17, 2023.

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 3

# EXECUTIVE SESSION

Information to be provided at  
meeting  
(if applicable)

**Lubbock Reese Redevelopment Authority**  
**Board Meeting Minutes**

February 22, 2023

The Lubbock Reese Redevelopment Authority held a regular meeting at 8:00 a.m. Wednesday, February 22, 2023, at the Reese Technology Center, LRRRA 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.

<b><u>MEMBERS PRESENT:</u></b>	Steve Verett	Todd McKee	Tim Pierce
	John Tye	George McMahan	

<b><u>MEMBERS ABSENT:</u></b>	John Hamilton	Tim Collins
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**OTHERS PRESENT:**

<b>Reese Staff:</b>	Murvat Musa-Executive Director, Chris Evans-Manager of Operations, Sandra Hamilton-Manager of Accounting, Lacy Elliott-Administrative Coordinator,
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<b>Legal Counsel:</b>	Darrell Guthrie by video teleconference
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<b>Others:</b>	Mitchel Burt of KBR
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**Call the meeting to order.**

Steve Verett called the meeting to order at 8:03 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 8:04 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 9:58 a.m. and reconvened Open Session at 9:59 a.m. Todd McKee left after the Executive Session.

- ITEM 3**      **Consider the Minutes of the January 25, 2023, Board of Directors Meeting, and February 13, 2023, Compensation Committee Meeting**  
**Action Item** – John Tye moved to approve the minutes of the January 25, 2023, Board of Directors meeting and the February 13, 2023, Compensation Committee Meeting. George McMahan seconded; the motion passed 4-0.
- ITEM 4**      **Consider LRRRA Investment Policy for FY2023 - Action Item** - John Tye moved to approve LRRRA Investment Policy, Tim Pierce seconded; the motion passed 4-0.
- ITEM 5**      **Consider LRRRA Employee Bonus Plan for FY2023 - Action Item** - The Board opted to defer action for a later date.
- ITEM 6**      **Financial Reports**  
**Discussion Item** – No action required. Sandra Hamilton presented the January financial reports.
- ITEM 7**      **Reese Events and Activities**  
**Discussion Item** – No action required. Murvat Musa presented Reese activities and upcoming events to the Board.

**Adjournment**

Steve Verett adjourned the meeting at 10:12 a.m.

Content of minutes agreed to and approved by:

Approved by \_\_\_\_\_  
Steve Verett, President

ATTEST:

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

**AGENDA ITEM 4**  
**Executive Summary**  
**Sandia National Laboratories, Building 3180**

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

As you know, we have been negotiating an agreement with Sandia for over a year for Building 3180. We are finally at the end of this process, and we are excited to finally have Sandia as an official customer and excited to lease Building 3180 which has been difficult to lease due to lack of plumbing in the building.

The attached agreement is very different from what you are used to seeing but it's what Sandia requires, and it's got all the elements we usually have in a lease. Terms are:

- ❖ Three-years at \$13,377 each year which is \$4.20 per square foot
- ❖ The agreement allows for extensions subject to Sandia funding

See attached deal sheet and agreement for full details.

Staff is requesting that the Board authorize the Chief Executive Officer/Executive Director to execute this lease subject to negotiation of final terms and conditions.





# Reese Technology Center

Technology ★ Research ★ Engineering ★ Education ★ Manufacturing

8/08/2022

## Storage Quote

Sandia National Labs – August 8, 2022  
Covered Storage on West Side of Reese Airfield  
“Subject to Board Approval”

### Prospective Tenant:

Sandia National Labs

### Service:

3,185 square feet of covered storage located in the Southwest corner of the airfield at Reese Technology Center. Sandia will use this space for storing overflow materials from B350 for the SWiFT project.

### Premises:

Building 3180  
911 PR 1140  
Lubbock, TX 79416

### Company Information and Background:

Sandia National Labs is a new customer at Reese, but they have been operating the Scaled Wind Farm Technology Facility (SWiFT) at Reese for almost a decade. In a partnership with TTU National Wind Institute, and as part of the US Department of Energy’s Atmosphere to Electrons research initiative (DOE-A2e), Sandia conducts testing at the SWiFT facility with the goal of improving the efficiency of modern wind farms and advancing wind energy technology.

### Primary Term for storage area (Estimated 3,185 square feet):

This is a three (3) year agreement at an annual rate of \$4.20 per square foot.

### Cost is:

Initial Term Years	Total Annual Rent	Total Monthly Payment	Annual Base Rent Per Square Foot Area (3,185 square feet)
Year 1	\$13,377.00	\$1,114.75	\$4.20
Year 2	\$13,377.00	\$1,114.75	\$4.20
Year 3	\$13,377.00	\$1,114.75	\$4.20
<b>Total</b>	<b>\$40,131.00</b>		



**Renewal Options:**

None.

**Termination Options:**

None

**Security Deposit:**

None required

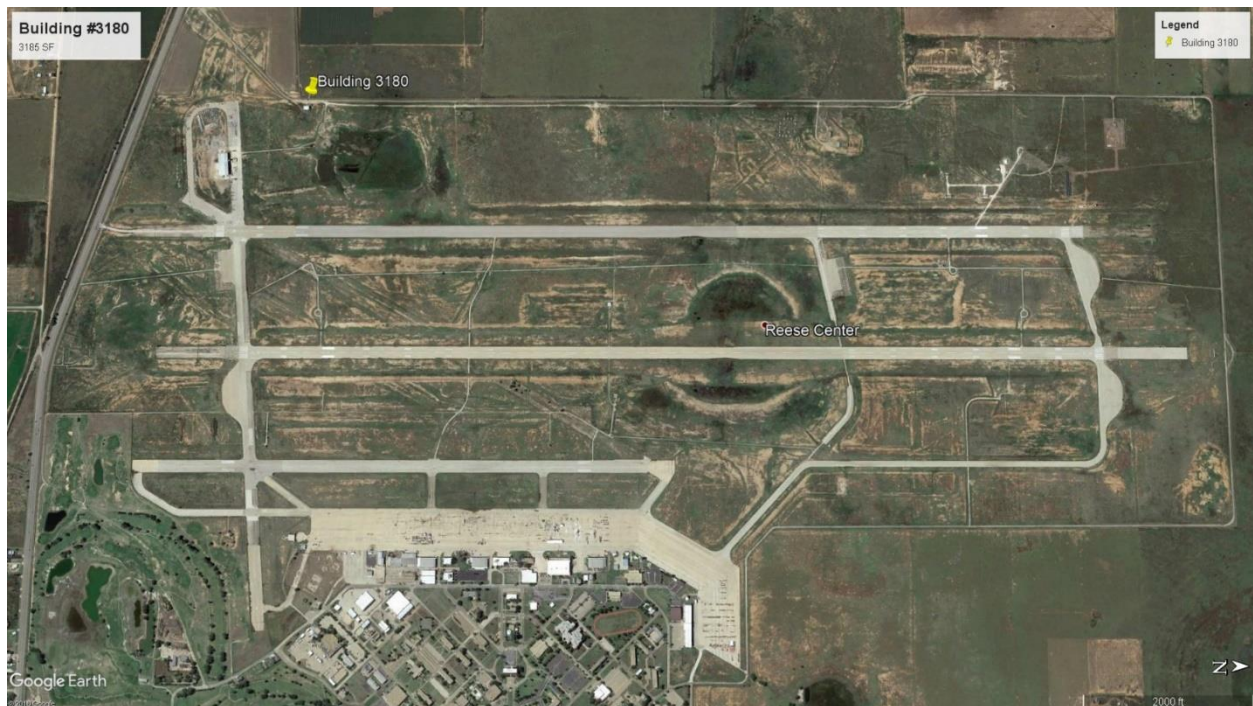
**Utilities:**

Included in rate.

# Reese Technology Center

Technology ★ Research ★ Engineering ★ Education ★ Manufacturing

## Site Location:





**LUBBOCK REESE REDEVELOPMENT AUTHORITY  
9801 REESE BLVD N STE 200  
LUBBOCK, TX 79416-2107  
UNITED STATES**

*Please Respond to:*

**ALBERT SCHNEIDER  
SUBCONTRACTING PROFESSIONAL (SP)  
SANDIA NATIONAL LABORATORIES  
PO BOX 5800 MS  
ALBUQUERQUE, NM 87185-**

Phone: (505)288-5081  
Email: ASCHNEI@SANDIA.GOV  
Fax: ()-

*Submit invoices to:*

**SANDIA NATIONAL LABORATORIES  
ACCOUNTS PAYABLE MS1385  
PO BOX 5800  
ALBUQUERQUE, NM 87185**

This FIRM FIXED PRICE Subcontract between NTESS, LLC and the above named Subcontractor is authorized for binding commitment by the SP named above and is effective on the above date, provided that the Subcontractor accepts the Subcontract terms. These terms include Section I appended hereto and Section II as set forth in SF 6432-RE (05-20) and found at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html>. By signing the copy of this Signature Page and returning it to the SP, or by delivering/performing the specified items/services, you are accepting the subcontract terms.

Electronically Signed by ALBERT SCHNEIDER dated 20-FEB-2023

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Subcontracting Professional

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Subcontractor Representative Signature

Date

Supplier: **LUBBOCK REESE REDEVELOPMENT AUTHORITY**Ship To: **NO SHIPMENT**  
**ATTN: PO# 2435888**  
**UNITED STATES**Ship Via: **NO SHIPMENT**

Payment Terms	Freight Terms	FOB
<b>NET 15</b>	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>
Confirm To/Telephone	Requester/Deliver To	
()	<b>JOSHUA JOHNSON</b>	

**Notes:** All dates referenced in this document are in GMT-7 America/Albuquerque  
All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	First three years base term for SWiFT Storage Lease  Ship To: Use the ship-to address at the top of page  Deliver To: JOSHUA JOHNSON JOSJOHN@SANDIA.GOV				\$40,131.00
Total: <b>\$40,131.00 (USD)</b>					



**Subcontract Terms and Conditions**

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## Terms and Conditions

### A. SECTION I CLAUSES

#### 1. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE CERTIFICATION - 001NAI (10-22)

The Subcontractor represents by acceptance of this subcontract that, at the time of submission of its offer, the representations and certifications currently posted electronically in the General Services Administration's (GSA) System for Award Management (SAM) at sam.gov or as submitted via a National Technology and Engineering Solutions of Sandia, LLC (NTESS) Supplier Data Sheet are current, accurate, complete, and applicable to this award.

The NAICS code for this acquisition and size standard are **531120-1: Lessors of Nonresidential Buildings (except Miniwarehouses), size standard \$30.0M.**

#### 2. MUTUALLY AGREED TERMS ADDITIONS - SPECIAL

- A- LESSOR shall indemnify and hold harmless LESSEE from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which LESSEE may sustain or incur in consequence of:

LESSOR's failure to pay any employee for the Work rendered under this subcontract; or

Any claims made by LESSOR's personnel against LESSEE.

LESSOR is not authorized to represent LESSEE in any way or to bind LESSEE by any promise, agreement, or obligation.

LESSOR shall flow down the requirements of this clause to any applicable lower-tier subcontracts for services.

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

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





procedures.

For purposes of this Section, (Project) means the land, together with the Premises (as defined below) and all other improvements constructed thereon, and all rights, privileges, easements, and appurtenances pertaining thereto, known as Reese Technology Center, a research and business park located in Lubbock County, Texas. A map of Reese Technology Center is attached hereto as Exhibit A. and incorporated by reference in clause 030REF.

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

#### **D. HAZARDOUS MATERIALS**

LESSOR's Obligations. LESSOR represents and warrants that on the Delivery Date the Premises and the Project shall be in compliance with all Environmental Laws (as defined below). During the Term, LESSOR will not use, generate, place, store, release or otherwise dispose of, or permit the use, generation, placing, storage, release or disposal of, Hazardous Materials in the Project, except in accordance with all Environmental Laws. To the extent permitted by Texas law, LESSOR will indemnify, release, defend and hold LESSEE harmless from and against, and reimburse LESSEE for, all Hazardous Materials Liabilities asserted against or incurred by LESSEE as a result of a breach of LESSOR's representations, warranties, and obligations under this paragraph.

(b) LESSEE's Obligations. LESSEE has been notified by the LESSOR that Building No. 3180 was formerly known as the Southwest Landfill Treatment Plant. While the Premises are subject to Deed Record 2006041652, as set forth below, the restriction on access has been released. During the Term, LESSEE will not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Common Areas, except in accordance with all Environmental Laws, and subject to the Reservations recorded in the Deed Without Warranty Between the United States of America and LESSOR recorded in the Real Property Records of Lubbock County, Texas at Deed Record 2006041652. Notwithstanding anything to the contrary contained in this Agreement, LESSOR acknowledges and agrees that LESSEE shall have the right to use and store in the Premises in LESSEE's ordinary course of business Hazardous Materials in accordance with Environmental Laws. LESSEE shall be responsible for and ensure that its agents, contractors, employees, invitees, licensees, or visitors, do not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Common Areas. Notwithstanding anything to the contrary contained in this Agreement, LESSOR acknowledges and agrees that LESSEE shall have the right to use and store in the Premises in LESSEE's ordinary course of business Hazardous Materials in accordance with Environmental Laws including but not limited to forklift propane, motor oil, anti-freeze, trans-fluid, brake fluid, hydraulic-





fluid, air tool oil, WD-40, chain lubricants, bearing grease, oxygen/acetylene, spray paints, mineral spirits, water base paint, gasoline-welder-generator and stencil ink. In the event of a breach of the foregoing, LESSEE will promptly undertake remediation or removal in accordance with all Environmental Laws. Notwithstanding anything to the contrary contained herein, in no event shall LESSEE be liable for Hazardous Materials existing in, on or about the Premises or the Project prior the LESSEEs occupancy of the Premises. LESSEE shall provide LESSOR a copy of LESSEEs plan for responding to hazardous waste, fuel, and chemical spills no later than the Commencement Date.

Definitions. As used herein,

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

"Environmental Laws" means all federal, state, regional or local statutes, laws, regulations, codes, orders, permits, ordinances, decrees, rulings or judicial or administrative interpretations thereof, or similar laws of foreign jurisdictions where the LESSEE conducts business, whether currently in existence or hereinafter enacted or promulgated, any of which govern, or purport to govern, or relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous waste or occupational health and safety, as any of these terms are or may be defined in such statutes, laws, rules, regulations, codes, orders, permits, ordinances, decrees, rulings or judicial or administrative interpretations thereof, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. §9601, et seq. (collectively "CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery

#### **E. Affirmative Statement regarding Hazardous Materials.**

LESSEE represents that it will follow all applicable Federal, State or local environmental requirements as it relates to the transportation, storage, use or disposal of any hazardous materials LESSEE may use at the site.

### **3. STATEMENT OF WORK - 001SOW (05-17)**

THIS LEASE AGREEMENT is made and entered into by and between Lubbock Reese Redevelopment Authority dba Reese Technology Center whose interest in the property hereinafter described is that of LESSOR, and National Technology and Engineering Solutions of Sandia, LLC, hereinafter called the LESSEE, acting under its Prime Contract DE-NA0003525 with the United States Department of Energy acting through the National Nuclear Security Administration hereinafter called



DOE/NNSA.

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, certain real property situated in the City of Lubbock, Texas, located at 911 PR 1140 , Lubbock, TX 79416. The facilities commonly known as Building No. 3180 (Covered Storage on Southwest side of Reese Airfield) and containing a total of approximately 3,185 square feet of storage space, and identified as the (Premises) on the site plan attached hereto as Exhibit A (the Site Map)

The intended use is for temporary and extended term Storage of LESSEE Equipment to include but not limited to the following type items.

- General turbine parts and turbine maintenance accessories, facility maintenance and or repair items. LESSEE will not be storing any flammable or hazmat type articles, sundries, consumables, or materials.
- The leased space shall be compliant with all applicable codes and requirements as established by the Authority having Jurisdiction (AHJ). The LESSOR shall provide a Full-Service Lease that includes all charges associated with taxes, ground maintenance to include weed control & general upkeep ( good maintenance practice and as requested by the SDR because of safety concerns such as debris accumulation or any obstructions that may cause concern for access or appearance ), and any Utility costs currently associated with the facility . LESSOR will be responsible for all upkeep of the exterior premises including the storage facility and perimeter fencing. Lessor shall ensure proper outside lighting is installed and maintained on all 4 sides of facility. LESSEE shall be responsible for the general upkeep of the inside of premises such as sweeping and trash collection/disposal.

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- Security:

LESSEE shall provide its own locking mechanism system and shall provide to LESSOR access to the locking system

- Term and Payment:

LESSEE will be responsible for a firm fixed monthly fee to include full-service lease for all expenses including base rent, all utilities, and upkeep of property. Monthly fees are described and documented in (Total Price) section of this Subcontract with terms net 15. LESSEE and LESSOR agree to length of lease requirement as described and documented in (Period of Performance) section of this subcontract.

#### 4. PERIOD OF PERFORMANCE WITH OPTIONS - 012OPT (05-17)

Period of Performance shall begin \_\_\_\_\_ and shall end \_\_\_\_\_.

NTESS may, at its sole discretion, extend the term of this subcontract for 5 separate 1 Year option periods by providing written notice to the Subcontractor no less than sixty (60) calendar days before the subcontract expiration date. The total duration of this subcontract, including the exercise of any options under this clause, shall not exceed 8 years.

#### 5. TOTAL PRICE - 021TP1 (05-17)

Initial Term Lease in Years	Total Annual Rent	Total Monthly Payment	Annual Base rent per square foot (3,185 square feet)
Year 1	\$13,377.00	\$1,114.75	\$4.20
Year 2	\$13,377.00	\$1,114.75	\$4.20



<b>Year 3</b>	\$13,377.00	\$1,114.75	\$4.20
<b>Year 4</b>	\$13,918.45	\$1,159.87	\$4.37
<b>Year 5</b>	\$14,459.90	\$1,204.99	\$4.54
<b>Year 6</b>	\$15,033.20	\$1,252.77	\$4.72
<b>Year 7</b>	\$15,638.35	\$1,303.20	\$4.91
<b>Year 8</b>	\$16,275.35	\$1,356.28	\$5.11

Years 1 through 3 are firm fixed rates and years 4 through 8 are estimates and will be negotiated on a yearly basis, not to exceed Consumer Price Index (CPI) at time of renewal.

#### **6. PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - 805EFT (09-22)**

- (a) NTESS's preferred payment mechanism is Electronic Funds Transfer (EFT) accompanied by e-mail notification following the execution of an EFT payment. If not already signed up to receive EFT from NTESS, upon subcontract award, Subcontractor shall submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT), located at [https://www.sandia.gov/files/working-with-sandia/current-suppliers/assets/forms/SF\\_9424-EFT.pdf](https://www.sandia.gov/files/working-with-sandia/current-suppliers/assets/forms/SF_9424-EFT.pdf) to iSupplier Account Management Team at [isupplier@sandia.gov](mailto:isupplier@sandia.gov).
- (b) *Subcontractor's EFT information.* NTESS shall make payment to the Subcontractor using the EFT information contained in the Electronic Funds Transfer Agreement in place between NTESS and the Subcontractor.
- (c) *Subcontractor's financial Institution Information.* The Subcontractor is responsible for timely notifying NTESS of subcontractor financial institution changes that could impact NTESS's payment to subcontractor. NTESS is not responsible for any late payments resulting from such changes.
- (d) *Liability for erroneous transfers.* Upon discovery of a duplicate payment, overpayment, fraudulent payment, or any payment made in error, Subcontractor agrees to immediately repay NTESS in the amount thereof.

#### **7. INVOICING - FIRM FIXED PRICE 812INV (11-22)**

Subcontractor shall submit an original invoice within thirty (30) days of delivery of goods or completion of services or in accordance with other invoicing requirements noted in the subcontract Terms and Conditions.

##### **INVOICING INSTRUCTIONS**

Any deviation from the following invoicing instructions, including invoices delivered to a street address, MAY DELAY PAYMENT.

##### **A. Submittal Requirements**

- 1. Subcontractor shall submit invoices and supporting documentation, if applicable, to National Technology and



Engineering Solutions of Sandia, LLC (NTESS) via one of the following methods:

- a) Electronic Invoice (E-Invoice) via NTESS's web-based iSupplier Portal. NTESS strongly encourages Subcontractors to submit invoices electronically as this is NTESS's preferred invoicing method. See URL [http://www.sandia.gov/working\\_with\\_sandia/current\\_suppliers/accounts\\_payable/electronic.html](http://www.sandia.gov/working_with_sandia/current_suppliers/accounts_payable/electronic.html) for information on using NTESS's E-Invoice. An invoice image and supporting documentation, if applicable, shall be attached to the E-Invoice record created in iSupplier; or
- b) U.S. Mail to the address listed below, unless otherwise specified in the subcontract.

Sandia National Laboratories  
Accounts Payable  
PO Box 5800 MS 1385  
Albuquerque, NM 87185

2. Each invoice for this subcontract shall include the following information:
  - a) The NTESS subcontract document number as it appears exactly in the subcontract;
  - b) The Subcontractor's name exactly as it appears in the subcontract;
  - c) A unique invoice number and date;
  - d) The line item number, description/part number and quantities, if any, exactly as they appear in the subcontract;
  - e) The quantity of items remaining to be shipped, if this subcontract allows for partial shipment;
  - f) Any applicable freight charges (including freight forwarder charges paid by Subcontractor); and
  - g) A copy of the freight bill charges of \$100 or more; for payment of freight charges to occur, any freight charges invoiced separately by a freight carrier must include the NTESS subcontract number.
3. Subcontractor shall clearly identify if the invoice is the final invoice for this subcontract.

- B. If Subcontractor has more than one subcontract with NTESS, Subcontractor shall invoice each subcontract separately with all required information in A.2 above.
- C. Payment processing based on the agreed terms in the subcontract begin upon receipt of proper invoice by NTESS Accounts Payable with all required information in A.2. above.
- D. If Subcontractor owes NTESS money, Subcontractor agrees that NTESS, at its discretion, may use the following methods to collect the amount owed by Subcontractor to NTESS:
  1. Offset. NTESS reserves the right to offset from the amount NTESS would otherwise owe Subcontractor under this subcontract, any amount owed by Subcontractor to NTESS under this or any other subcontract between NTESS and Subcontractor.
  2. Invoices to Subcontractors. NTESS may invoice Subcontractor for any amount owed by Subcontractor to NTESS.
- E. Subcontractor shall not submit duplicate invoices to NTESS.
- F. Preferred Payment Methods:
  1. Electronic Funds Transfer (EFT): If not already signed up to receive EFT from NTESS, upon subcontract award, Subcontractor shall submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT), located at [http://www.sandia.gov/working\\_with\\_sandia/current\\_suppliers/accounts\\_payable/electronic.html](http://www.sandia.gov/working_with_sandia/current_suppliers/accounts_payable/electronic.html). Subcontractor shall submit the completed EFT form through the iSupplier Portal for processing. No email submittals will be accepted. Once submitted, send an email (with no attachments) to [isupplier@sandia.gov](mailto:isupplier@sandia.gov), as notification that a new EFT agreement needs processing. For questions, please contact [isupplier@sandia.gov](mailto:isupplier@sandia.gov).
  2. Virtual Pay/Payment Plus: This is a payment mechanism using a Visa Commercial Card. If eligible, the Subcontractor will be invited to participate in the program. To determine eligibility, contact [virtualpay@sandia.gov](mailto:virtualpay@sandia.gov).
- G. Subcontractor payment information is obtained and verified via the iSupplier Portal. Use the iSupplier Portal for online viewing of the status of payments or to request additional username setups. If no username/password is enabled, email the iSupplier Helpdesk at [supreg@sandia.gov](mailto:supreg@sandia.gov) to obtain one. To avoid payment delays, Subcontractor must maintain current information in their iSupplier account at [https://supplierportal.sandia.gov/OA\\_HTML/RF.jsp?function\\_id=1027932&resp\\_id=-1&resp\\_appl\\_id=-1&security\\_group\\_id=0&lang\\_code=US&params=faWZ-ZGsr0zv0yTu6WVEVw&oas=ppj3IeldU5BXi6vQR4gCeg](https://supplierportal.sandia.gov/OA_HTML/RF.jsp?function_id=1027932&resp_id=-1&resp_appl_id=-1&security_group_id=0&lang_code=US&params=faWZ-ZGsr0zv0yTu6WVEVw&oas=ppj3IeldU5BXi6vQR4gCeg).

**8. MULTIYEAR SUBCONTRACTS - 266MC (05-17)**

This multiyear subcontract is subject to available funding. Any cost incurred beyond the amount of funding stated in the clause titled Limitation of Obligation shall be without any additional cost to NTESS or the Government.

**9. SUSPECT/COUNTERFEIT ITEMS (S/CI) - 128SCI (07-20)**

Suspect/counterfeit item(s) (S/CI), fraudulent items (FI), fraudulent services, and fraudulent misrepresentation of goods or services are of serious concern to NTESS because they not only threaten personal safety, equipment, and system reliability, but also, may inhibit compliance with regulatory standards. Failure of a safety or mission critical system due to S/CI & FI could also result in security implications at DOE facilities.

**(a) Definitions**

1. **Genuine Item.** Items that are produced and certified without the intent to deceive.
2. **Counterfeit Items.** Items that are intentionally manufactured, refurbished or altered to imitate original products without authorization in order to be passed off as genuine.
3. **Fraudulent Items.** Items that are intentionally misrepresented with intent to deceive, including items provided with incorrect identification or falsified and/or inaccurate certification. They may also include items sold by entities that have acquired the legal right to manufacture a specified quantity of an item but produce a larger quantity than authorized and sell the excess as legitimate inventory.
4. **Suspect Items.** Items where there is an indication or suspicion that they may not be genuine.

**(b) The following provisions supplement and incorporate the existing subcontract terms by reference:**

1. Subcontractor expressly represents that all items, services, or software provided under this subcontract are suitable for the intended or specified use (i.e. within the subcontractor's parameters or as specified by NTESS), and do not include substandard materials, unintended, or unspecified characteristics (i.e. functionality that is not previously defined in documentation or otherwise to NTESS) or substitutions unless otherwise consulted or approved by NTESS.
2. Subcontractor represents and shall ensure that counterfeit items, including component parts, and/or materials will not be furnished or delivered to NTESS.
3. Subcontractor represents authorized and lawful use of any labels, trademarks, or logos designed for/affixed to items supplied or delivered to NTESS.
4. Subcontractor represents that all items, goods, or services provided to NTESS are verifiably compliant with any applicable quality, and/or safety and manufacturing standards that may be noted in the statement of work, catalog, or is included as part of the description or sale of the item including, but not limited to U.S. Government or industry-accepted specifications and national consensus standards.
5. Subcontractor shall use counterfeit prevention and/or quality assurance procedures, that include a counterfeit and fraudulent item detection program.
6. Subcontractor shall notify NTESS if Subcontractor suspects or becomes aware of used or counterfeit goods furnished to NTESS within 60 (sixty) business days to preclude any potential reputational or mission damage, safety, or quality issues with the item or service. Subcontractor is required to disclose the source of the S/CI and FI to NTESS and shall provide documentation authenticating traceability of affected item(s). Subcontractor must notify NTESS by either:
  - i. contacting the SP (listed on the first page of this subcontract)
  - ii. emailing the SNL Suspect/Counterfeit Items Program Coordinator at [sqasci@sandia.gov](mailto:sqasci@sandia.gov)



7. Unless otherwise specified, Subcontractor shall purchase directly from product manufacturers or authorized manufacturer distributors whenever possible.
8. Suspect/counterfeit items furnished under this subcontract will be impounded by NTESS. Subcontractor may be required to replace such items, at no cost, with items acceptable to NTESS. Subcontractor shall be liable for all costs relating to discovery, removal, impoundment, and replacement of materials and equipment that exhibit suspect or counterfeit item characteristics or conditions.
9. Subcontractor shall indemnify NTESS, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from any and all suspect or counterfeit services, goods, software, materials, components, or parts. Indemnification does not apply to any subcontracts placed with Universities.
10. Unless otherwise specified in this subcontract, Subcontractor shall furnish new and unused goods which includes only those items which have not been previously opened, refurbished, substituted, used for display, or if normally provided unassembled, assembled without prior consent from the Subcontract Manager or other Sandia Delegated Representative listed on the first page of this subcontract.
  - (c) Detection of suspect counterfeit item(s), services, or software; evidence of misrepresentation of goods or services; or any fraudulent misrepresentations may result in reporting and/or investigation by the DOE and the Office of the Inspector General.
  - (d) If this subcontract provides for the use of credit cards, their use in no way relieves the Subcontractor from complying with all requirements of this section.
  - (e) Additional detailed information is available at the DOE webpage and in the [DOE Suspect/Counterfeit Items Resource Handbook](#). For questions or to report suspect or counterfeit items, materials, services, or software email the SNL Suspect/Counterfeit Items Program Coordinator at [sqasci@sandia.gov](mailto:sqasci@sandia.gov). Suspected fraud, waste, or abuse by a DOE employee, Subcontractor, or grant recipient involving DOE programs may also be reported to the Office of Inspector General by phone (800) 541-1625, or by email [ighotline@hq.doe.gov](mailto:ighotline@hq.doe.gov). Additional information is available at: <http://energy.gov/ig/office-inspector-general>.

## **10. COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) - 294IP (09-21)**

If this subcontract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the subcontractor agrees that: (1) all deliverables that involve IT that uses IP will comply with IPv6 standards as defined in <http://www-x.antd.nist.gov/usgv6/index.html> and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available.

## **11. DELEGATION OF AUTHORITY - 404KDB (11-22)**

The following NTESS personnel are hereby authorized to act as Sandia Delegated Representatives (SDRs) for the specific purpose(s) shown below, subject to the Section II limitations as authorized. SDRs shall exercise no supervision over the Subcontractor's employees.

### **SDR(s):**

Name/Org Number/Phone Number/Mail Stop/Email

**RILEY, TIMOTHY** Org 08926 Phone 505-284-4532 Mail Stop 0717 Email [TGRILEY@SANDIA.GOV](mailto:TGRILEY@SANDIA.GOV)

**ABREU, JANELLE** Org 04824 Phone 505-284-8558 Mail Stop 1521 Email [JABREU@SANDIA.GOV](mailto:JABREU@SANDIA.GOV)

**PURLEY, JOYCE** Org 04112 Phone 505-284-8249 Mail Stop 0174 Email [JPURLEY@SANDIA.GOV](mailto:JPURLEY@SANDIA.GOV)

### **DUTIES DELEGATED:**





Act as the technical liaison; inspect and accept deliverables; review, approve, and request support documentation for invoices; ensure safety in accordance with NTESS's Environment, Safety, and Health Laboratory Policy System (LPS) which includes obtaining management approval of the Contract Specific Safety Plans (CSSP), and retain a copy of the approved CSSP; track subcontractor compliance to all required safety and security requirements; track all required training for subcontractor personnel; provide approval of domestic travel, and foreign travel including obtaining DOE approval per LPS ISS100.4.2, Control International Travel, in accordance with the terms of the subcontract; track government-furnished property/materials (GFP/M) to include performing site visits when indicated by ISCM004.1, Manage GFP/GFM; and ensure that security requirements are followed per LPS Safeguards & Security.

The Subcontractor shall not **start plans** for international travel without first successfully completing the required training (EC100, Export Control Awareness Training, and FCPA100, International Business Practices), **and** obtaining the required DOE/NNSA advance approval from the SDR.

For the purpose of adding/modifying the SDR, the revision may occur via an email notification reflecting the change to the clause. A subcontract revision is not required if this notification is issued. A copy of the email notification shall be part of the subcontract file and shall be legally binding on the parties.

**NOTE: The Subcontracting Professional (SP) is the only person who can legally obligate NTESS for the expenditure of funds, change scope and/or level of effort and/or terms and conditions, negotiate, and sign documents legally binding NTESS. COMMITMENTS, OBLIGATIONS OR PROMISES, IMPLIED OR EXPRESSED, BY NTESS PERSONNEL OTHER THAN THE SP DO NOT BIND NTESS IN ANY MANNER.**

## **12. KEY PERSONNEL - 407KKP (05-17)**

The personnel whose name(s) appear(s) below is/are important for the successful performance of this contract. The Subcontractor agrees to assign such personnel to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the SP. Whenever, for any reason, one or more of the aforementioned personnel is/are unavailable for assignment for work under the contract, the Subcontractor shall, with the approval of the SP, replace such personnel with personnel of substantially equal abilities and qualifications.

**Murvat Musa 806-8856592 (Office)- 805-790-6903 (Cell)**

**Sandra Hamilton 806-885-6592 (Office) 805-535-7575 (Cell)**

## **13. INDEPENDENT SUBCONTRACTOR RELATIONSHIP - 432ISR (11-22)**

a) Subcontractor is an independent subcontractor in all its operations and activities related to this subcontract. The employees used by Subcontractor to perform Work under this subcontract shall be Subcontractor's employees, agents or subcontractors, without any relation whatsoever to NTESS.

(b) Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this subcontract.

(c) Subcontractor shall indemnify and hold harmless NTESS from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which NTESS may sustain or incur in consequence of:

1. Subcontractor's failure to pay any employee for the Work rendered under this subcontract



2. Any claims made by Subcontractor's personnel against NTESS

(d) Subcontractor is not authorized to represent NTESS in any way or to bind NTESS by any promise, agreement, or obligation.

(e) Subcontractor shall flow down the requirements of this clause to any applicable lower-tier subcontracts for services.

**14. PERSONAL IDENTITY VERIFICATION FOR EXTENDED PHYSICAL AND CYBER ACCESS – 600ACC (11-20)**

In accordance with [NNSA SD 206.2](#), *Implementation of Personal Identity Verification (PIV) for Uncleared Contractors*, background investigations may be required for uncleared subcontractor and lower-tier subcontractor employee(s) requiring physical or cyber access to NTESS/SNL or DOE/NNSA owned or leased facilities and/or designated Information Technology (IT) systems for more than 179 calendar days. This includes any physical and cyber access combinations that exceed 179 days.

The Subcontractor will be notified by SNL Personnel Security when the uncleared Personal Identity Verification (PIV) background investigation process is required. The Subcontractor shall ensure eligible employee(s) and lower-tier Subcontractor employees comply with the PIV process which includes:

- A. Electronic fingerprinting,
- B. Two forms of identification and having a photo taken, and
- C. Completion of SF85, [Questionnaire for Non-Sensitive Positions](#) and OF306, [Declaration for Federal Employment](#).

Unfavorable PIV determinations will result in immediate revocation of physical and/or cyber access, and may result in the Subcontractor and lower-tier Subcontractor employee(s) removal from performance of work under this agreement. Uncleared Subcontractor and lower-tier Subcontractor employee(s) may appeal unfavorable PIV determinations to DOE/NNSA.

Compliance with PIV procedures is required for Subcontractor and lower-tier Subcontractor employee(s) continued authorization to perform work and access to NTESS/SNL and DOE/NNSA sites and IT systems.

For any additional questions, contact SNL Security Connection at (505) 845-1321 or [security@sandia.gov](mailto:security@sandia.gov).

**RESOURCES**

FSO Toolcart (<https://www.sandia.gov/FSO/index.htm>), NTESS resource for badging, access, and security information.

**15. COVID-19: SAFE AND SECURE WORK PRACTICES FOR SUBCONTRACTORS WORKING ON-SITE - 702REQ (10-22)**

All Subcontractor personnel who will perform work on NTESS-controlled premises shall work in accordance with NTESS's COVID-19 Safe and Secure Work Practices (<https://www.sandia.gov/working-with-sandia/covid-19-work-practices-for-subcontractors/>) and as directed by the Sandia Delegated Representative.

**16. PROHIBITED COMPONENTS, EQUIPMENT, SYSTEMS, PRODUCTS, SOFTWARE, AND SERVICES DISCLOSURE - 715PRO (10-19)**

The Subcontractor shall not provide or use components, equipment, systems, software, and services from listed covered vendors in performance and deliverables. This prohibition applies to all covered vendor items and services, whether purchased directly from the covered vendor or through a third-party. Subcontractor shall flow down this requirement to lower tier suppliers in subcontracts, including subcontracts for commercial items.





### **Covered Vendors**

(i) FAR 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities is, hereby, incorporated by reference in full force and effect. This requirement includes, but is not limited to, hardware, software, and services developed or provided by Kaspersky Lab; any successor entity to Kaspersky Lab; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has a majority ownership. Additional prohibition requirements and "covered article" definitions are stated in the FAR clause.

(ii) FAR 52.204-25-Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment is, hereby, incorporated by reference in full force and effect. This requirement includes, but is not limited to, covered telecommunications or video surveillance equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Additional prohibition requirements, "covered telecommunications equipment or services," "covered foreign country," "critical technology," and "substantial or essential components" definitions are stated in FAR clause.

(iii) All products and services from Acronis (or any subsidiary or affiliate)

If Subcontractor uses or provides prohibited components, equipment, systems, products, software and/or services to NTESS, Subcontractor shall disclose this information by reporting the following to [contractnotification@sandia.gov](mailto:contractnotification@sandia.gov):

(i) Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended; and

(ii) Within ten (10) business days of submitting the information required per this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent the procurement or use of any good, equipment, system, product, and/or service covered by this clause.

### **17. ORGANIZATIONAL CONFLICTS OF INTEREST - 824DR (05-17)**

The requirements of Section II Clause DEAR 952.209-72 Organizational Conflicts of Interest apply to this subcontract; the term specified under paragraph (b)(1) shall be 5 years. It is the responsibility of the Subcontractor to report any potential conflicts to the SP.

### **18. ACQUISITION CONFLICT RESOLUTION PROCESS - 850ACR (02-20)**

NTESS encourages open, honest communication between suppliers, Subcontractors, and the Subcontracting Professional (SP) in resolving a concern. It is always best to resolve issues in an open atmosphere between the suppliers, Subcontractors, and SPs without escalating the problem. The goal is to ensure timely resolution of the problem without undue expense to either parties involved.

It is the intent of NTESS to resolve supplier and Subcontractor concerns through a Conflict Resolution Process, that is timely, includes several options, is easy to use, and provides satisfactory results to the supplier, Subcontractor, and NTESS. This process is described at:

[http://www.sandia.gov/working\\_with\\_sandia/procurement/current\\_suppliers/contractor\\_bidder/index.html](http://www.sandia.gov/working_with_sandia/procurement/current_suppliers/contractor_bidder/index.html) under Policies.



By submitting a response to the solicitation, the Offeror agrees to use the Acquisition Conflict Resolution Process exclusively at the URL listed to resolve issues or concerns related to the evaluation of quotes and the failure to receive a subcontract/agreement under the solicitation.

After award of a subcontract/agreement, the Subcontractor agrees to use the Acquisition Conflict Resolution Process exclusively at the URL listed to resolve any subcontract/agreement disputes that occur during the performance of the subcontract/agreement.

**19. DOCUMENTS INCORPORATED BY REFERENCE - 030REF (05-17)**

Exhibit A as referenced in statement of work and incorporated into this subcontract as A.05 Exhibit A Site Map

**BOARD ACTION ITEM #2023-0322-127  
SANDIA LEASE FOR B3180**

**BOARD OF DIRECTORS  
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)  
MARCH 22, 2023**

Item to be Considered:

Consider Lease for NTESS, Sandia National Laboratories for Building 3180

Previous Board Action:

None

Statement of Pertinent Facts:

- a. Sandia has had a presence on campus as a TTU research partner at the SWiFt site for several years. This agreement marks their first as an official customer of Reese.
- b. Use of Premises: Storage
- c. Proposed Lease for Building 3180
  - 1. Term: 3 years
  - 2. Rate: \$4.20/SF
  - 3. Renewal Options: extensions subject to Sandia funding

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 for NTESS for Building 3180, subject to negotiation of final terms and conditions, on this 22<sup>nd</sup> day of March 2023.”

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Steve Verett, President

ATTEST:

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Board Member

**AGENDA ITEM 5**  
**Executive Summary**  
**Rex Server d/b/a Texas Industrial Components, Building 3175**

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

Rex Server is a sole proprietor who established a manufacturing operation for cotton ginning machinery four years ago after having worked in the field for over 22 years. Rex's growing business needs more space and Building 3175 will fill the need for a location to assemble components.

Terms are:

- ❖ One year, paid in full up front at \$6 per square foot or \$20,310 for the year
- ❖ Two renewal options for one year each with 3% increases each year

See attached deal sheet and lease for full details.

Staff is requesting that the Board authorize the Chief Executive Officer/Executive Director to execute this lease subject to negotiation of final terms and conditions.



## **Deal Sheet**

### **Texas Industrial Components Building 3175 “Subject to Board Approval”**

February 23, 2023

#### **Prospective Tenant:**

Texas Industrial Components  
Rex Server  
8110 N FM 2528 – physical address  
Mailing Address:  
4726 110<sup>th</sup> Street  
Lubbock, TX 79424

#### **Premises:**

Building 3175 (3,385 SF), see floor plan and site plan below.  
9306 4<sup>th</sup> Street  
Lubbock, TX 79416

#### **Company Information:**

Texas Industrial Components, a manufacturer of cotton ginning machinery, is a sole proprietorship owned by Rex Server. Rex started this company four years ago after working for BC Supply for 22 years manufacturing cotton ginning equipment. Rex employs 10 people, and his expanding business is in need of additional space. Rex is interested in Building 3175 to assemble components related to cotton ginning machines.

#### **Financials:**

Since the Tenant is paying this lease in full, Reese has little financial risk exposure.

#### **Permitted Use:**

Tenant may use the premises for assembly of cotton ginning machines and related activities.

#### **Type of Lease:**

Modified Gross Lease

#### **Primary Term:**

Tenant will pay \$6.00 per SF for one year, \$20,310 plus one month's rent, \$1,692.50, as a security deposit, for a total of \$22,002.50 to be paid up front.

**Renewal Options:**

Tenant shall have two (2) options to renew for one (1) year each. Each option year will have a 3% annual increase.

**Security Deposit:**

Tenant will pay a deposit equal to one month's rent in the amount of \$1,692.50 to be paid up front with the one year's rent (see Primary Term, above).

**Utilities:**

Tenant is responsible for all utilities to be paid directly to provider. The electric provider is SPEC, the gas provider is Atmos, and Reese is the provider for water and wastewater.

**LRRA Insurance Requirements:**

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

(a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Tenant's use of the Premises or the conducting of any activity during the use thereof, against claims for bodily injury, death or property damage occurring upon, in or about the Premises, or any area used by the Tenant to conduct its Permitted Use, regardless of whether the conduct giving rise to the liability is considered part of the Permitted use (including contractual indemnity and liability coverage), such insurance to provide coverage of not less than \$500,000.00 per occurrence and \$1,000,000.00 annual aggregate. Landlord shall be included as an additional insured against claims for bodily injury, death, or property damage occurring upon, in or about the Premises; provided, however, that Tenant's insurance shall not cover the negligence or intentional misconduct of Landlord, or any employee, agent, contractor or representative of Landlord.

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

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

(d) Other Requirements of Insurance. All such insurance will be issued and underwritten by companies with an A.M. Best rating of "A" or better and size rating of "VI" or better and Tenant will use good



faith efforts to obtain a policy that will contain endorsements that (1) such insurance may not lapse with respect to Landlord or be canceled with respect to Landlord without the insurance company giving Landlord at least thirty (30) days prior written notice of such cancellation, (2) Tenant will be solely responsible for payment of premiums, and (3) in the event of payment of any loss covered by such policy, this insurance shall apply as primary insurance with respect to any overlapping coverage afforded to the Landlord except for loss arising from Common Areas.

#### **Floor Plan and Site Plan**



Reese Technology Center

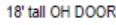
## Technology

Research

## Engineering

## Education

## Manufacturing



12<sup>th</sup> drop ----->

Building 3175

3,385 Square Feet

FORMER ARCADIS BUILDING

REESE TECHNOLOGY CENTER



# Reese Technology Center

Technology ★ Research ★ Engineering ★ Education ★ Manufacturing



**STANDARD INDUSTRIAL LEASE**

**BETWEEN**

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

**AS LANDLORD**

**AND**

**REX SERVER d/b/a TEXAS INDUSTRIAL COMPONENTS, a sole proprietorship**

**AS TENANT**

**FOR PREMISES LOCATED AT**

**Reese Technology Center Building No. 3175**

**9097 FM 2255**

**Lubbock, Texas 79416**

## **STANDARD INDUSTRIAL LEASE**

This Standard Industrial Lease (the "Lease") is made this 1<sup>st</sup> day of April 2023, by and between LUBBOCK REESE REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas (hereinafter referred to as "Landlord") and REX SERVER d/b/a TEXAS INDUSTRIAL COMPONENTS, a sole proprietorship, (hereinafter referred to as "Tenant"). Landlord and Tenant are also referred to herein individually as a "Party" and collectively as the "Parties".

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

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

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

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

(c) Tenant: REX SERVER d/b/a TEXAS INDUSTRIAL COMPONENTS, whose Federal Taxpayer Identification Number is \_\_\_\_\_.

(d) Tenant Mailing Address: REX SERVER d/b/a TEXAS INDUSTRIAL COMPONENTS, Attn: Rex Server, 4726 110<sup>th</sup> Street, Lubbock, Texas 79424.

(e) Guarantor: [NOT APPLICABLE]

(f) Guarantor's Address: [NOT APPLICABLE]

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

(h) Premises means that certain building ("Building") located at 9097 FM 2255, Lubbock, Texas 79416, which is commonly known as Building #3175 located in the Former East Housing Area, and identified as the "Premises" on the site plan attached hereto as **Exhibit A** (the "Site Plan"), and containing approximately 3,385 square feet of floor area as in **Exhibit B** ("Floor Plan"), respectively.

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

(j) Extensions: Two (2) extension periods of one (1) year each, subject to the rights set forth in Section 1(k).

(k) Option to Extend Term: Tenant shall have two (2) renewal options of one (1) year each, such options to be exercised automatically unless Landlord receives written notice from Tenant of its desire not to exercise the option to extend term no less than one hundred twenty (120) days prior to the expiration of the Initial Term or any subsequent renewal term. Without receipt of such notice, this Lease shall be extended automatically for the period specified in Section 1(j)

without the necessity for the execution of any further instrument and upon the same terms and conditions as are contained in this Lease, except the then existing Base Rent will be increased by a fixed three percent (3%) annually during each year of the extension period. The adjustment in the Base Rent will be determined by multiplying the then existing Base Rent specified in the lease ("Base Rent") by 1.03, which will result in a "Revised Base Rent." If Tenant does not respond in writing of its intent to exercise its Option to Extend Term within the above reference time frame. Landlord may market the Premises and the Lease shall terminate on the Termination Date.

- (l) Delivery Date: April 1, 2023.
- (m) Commencement Date: April 1, 2023.
- (n) Termination Date: March 31, 2024.

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

<b>Initial Term Lease Years</b>	<b>Total Annual Base Rent</b>	<b>Total Monthly Base Rent</b>	<b>Annual Base Rent Per Square Foot of Floor Area of the Premises</b>
Year 1 – April 1, 2023 – March 31, 2024	\$20,310.00	\$1,692.50	\$6.00
1st Renewal Period	\$20,919.30	\$1,743.28	\$6.18
2nd Renewal Period	\$21,562.45	\$1,796.87	\$6.37

It is expressly understood and agreed that Tenant shall pay on the Commencement Date the Total Annual Base Rent in advance.

(p) Security Deposit: Tenant shall pay on the Commencement Date a security deposit of \$1,692.50 on the Premises. Landlord agrees to accept this security deposit as security on the Premises. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

- (q) Termination: [NOT APPLICABLE]
- (r) Early Termination Fee: [NOT APPLICABLE]

(s) Permitted Use: Tenant may use the Premises for manufacturing of cotton ginning machinery and office space (collectively, "Permitted Use"). Any chemical storage in or near the building must meet Industry Safety Standards, to include the marking of products with the appropriate chemical hazard warning labels and placards.

(t) Landlord's Address for Payment of Rent: Payment of Rent may be made by check and delivered to Landlord's address, or by electronic funds transfer to Landlord's bank account at:

Plains Capital Bank  
5010 University  
Lubbock, TX 79413  
Routing Number - 111322994  
Account Number - 7260002003  
Deposits need to indicate: LUBBOCK REESE REDEVELOPMENT AUTHORITY

## **2. DEFINITIONS**

(a) "Common Areas" means all facilities and areas of the Project that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all Tenants and Tenants of the Project, including parking lots. Landlord has the exclusive control over and right to manage the Common Areas. Tenant shall have the right to use the Common Areas, but shall maintain all responsibility and liability for its conduct, or the conduct of its agents, employees and persons invited onto the Common Areas or Premises by Tenant. Subject to the terms and conditions of this Lease, Landlord hereby grants Tenant the right to use the Premises for the Permitted Use for the Term of this Agreement, and to use the streets, alleys and other portions of the Project necessary to obtain access to the Premises for the Permitted Use.

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

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

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

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

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

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

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

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

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

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

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

**(a) Tenant Agrees to –**

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

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

(3) Obey (i) all applicable federal, state, and local laws relating to the use, condition, and occupancy of the Premises and related to the Permitted Use; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises; and (iii) any rules and regulations for the Premises and Common Areas adopted by Landlord, to include the Reese Technology Center, Operating Manual, Section 1, Construction Project Review, as amended, and as may be amended from time to time.

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

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

(6) Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, reasonable wear excepted, including any improvements thereon, to the satisfaction of the Landlord or, in lieu of such repair or replacement, Tenant shall pay to Landlord an amount sufficient to compensate Landlord for the loss sustained by Landlord by reason of any damage to or destruction of Landlord's property.

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

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

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

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

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

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

(13) INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES OR PROJECT; OR THAT IS RELATED TO TENANT'S PERMITTED USE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE

TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

(14) On request of Landlord, and at Landlord expense, move to a similar premises, suitable for Tenant's Permitted Use on the Reese Technology Center campus.

**(b) Tenant agrees not to—**

- (1) Use the Premises for any purpose other than the Permitted Use.
- (2) Create a nuisance, to include but not limited to noxious odors.
- (3) Interfere with any other tenant's normal business operations or Landlord's management of the Premises or Project.
- (4) Use the Premises in any way that would increase insurance premiums or void insurance on the Premises or the Project.
- (5) Change Landlord's lock system.
- (6) Allow a lien to be placed on the Premises.
- (7) Assign this lease or sublease any portion of the Premises without Landlord's prior express written consent.
- (8) Use the roof on the Premises, except as may be specifically authorized in writing by the Landlord.
- (9) Place any signs on the Premises without Landlord's written consent.
- (10) Bring suit against Landlord in connection with any claim or suit arising pursuant to Section 5(a)(13).
- (11) Use any portion of the Premises for wind energy development or the installation or use of any facilities related to wind energy development or generation.
- (12) INTENTIONALLY BLANK.
- (13) Take any action that shall significantly interfere with or impair the availability, accessibility, flow, frequency or direction of air and wind over and above any portion of the Premises or the Project.
- (14) INTENTIONALLY BLANK.



## **6. LANDLORD COVENANTS**

### **(a) Landlord agrees to –**

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

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

(3) Subject to the requirements of Section 5(a)(2), repair and maintain the (i) roof, (ii) foundation, (iii) structural soundness of the exterior walls, excluding windows, window glass, plate glass, and doors, and (iv) Common Areas.

(4) Return the Security Deposit to Tenant, less itemized deductions, if any, within sixty (60) days after the last day of the Term.

### **(b) Landlord agrees not to—**

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

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

## **7. COMMON AREAS**

(a) Right to Use Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

(b) Maintenance of Common Areas. At all times during the Term, Landlord will maintain the Common Areas; provided however, that if the Tenant causes any injuries, damage or other calamity to occur in the Common Areas with respect to the Permitted Use or chemicals that Tenant may use on the Leased Premises, the Tenant shall be responsible for the repair and maintenance of the Common Areas so effected by such injury, calamity or damage.

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

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

(b) Trash Removal. Tenant shall install, in compliance with applicable Laws at a location on the outside of the Premises, a trash dumpster. Tenant shall pay for collection of its own trash.

## **9. DAMAGE BY CASUALTY**

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

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

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

(d) Landlord's Repair Obligation. Landlord's obligation will be to restore all portions of the Premises and the Common Areas in the immediate vicinity of and surrounding the Premises (including but not limited all parking areas surrounding the Premises and all sidewalks, roadways, driveways and access ways leading to and from the Premises) affected by a Casualty (exclusive of Tenant's fixtures and equipment) to their condition immediately preceding such Casualty, subject to available insurance proceeds. If Landlord for any reason whatsoever fails (1) to commence the repair and restoration work required hereunder within ninety (90) days from the date of the Casualty, (2) to proceed diligently to complete such repair and restoration work, or (3) fails to complete same within the estimated time set forth in Landlord's Casualty Notice, plus the number of days of delay caused by Uncontrollable Events, then, Tenant will have the right to terminate this Lease by giving Landlord notice and upon the giving of such notice, this Lease will terminate and the Parties will be liable for their respective obligations to the date of termination and will have no liability for obligations arising after that date, except for those obligations which expressly survive termination. Landlord agrees should damage occur in over thirty-five percent (35%) of the floor area no rent will be due or if mutually agreed a reduced rent will be paid, provided Tenant can use the portion of the Premises not damaged.

## **10. HAZARDOUS MATERIALS**

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

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

(c) Definitions. As used herein,

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

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

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

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

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

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

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

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

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

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

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

(e) Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY’S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

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

a. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant’s expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Delivery Date, normal wear excepted. All alterations shall require the prior written consent of Landlord. In addition to the requirements of Section 5(a)(2), Tenant agrees at its sole cost and expense to comply with all Laws when performing any alterations, including obtaining any governmental permits which may be required in connection therewith. Should Tenant desire to renovate the Premises and such renovations would require alterations to the Premises, then Tenant shall submit plans and specifications for such renovations to Landlord for its approval, such approval not to be unreasonably withheld, delayed or conditioned. Landlord shall have fourteen (14) days from receipt of Tenant’s plans and specifications to approve or disapprove same. In the event Landlord fails to disapprove of said plans and specifications within such fourteen (14) day period, then the plans and specifications shall be deemed approved. After completion of any alterations or improvements that require consent of Landlord hereunder, Tenant shall provide Landlord with a copy of Tenant’s plans and specifications for such alterations or improvements.

b. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided herein, Tenant will not be entitled to abate Rent for any reason.

c. Condemnation/Substantial or Partial Taking

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

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

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

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

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

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

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

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

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

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

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

(5) failing to pay timely Rent;

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

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

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

h. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (1) enter and take possession of the Premises; (2) enter the Premises and perform Tenant's obligations; (3) apply the Security Deposit and Early Termination Fee to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default; and (4) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

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

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

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

l. Holdover. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. If Tenant remains in possession of the Premises after the expiration of the Term without execution of a new lease extending the Term, Tenant will be deemed to be occupying the Premises as a tenant at will, subject to all of the terms of this Lease as may be applicable to a month to month tenancy and at One Hundred Fifty Percent (150%) of the monthly installment of the Base Rent set forth in Section 1(m) for the twelve (12) month period prior to expiration of the Term, except that thereafter either Landlord or Tenant may terminate this

Lease upon thirty (30) days' notice to the other; provided that Landlord, by the terms hereof, is not deemed to consent to any such holdover by Tenant and may exercise all rights provided by law to remove Tenant from the Premises upon giving Tenant the notice described herein.

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

**LANDLORD:**

Lubbock Reese Redevelopment Authority  
9801 Reese Boulevard  
Suite 200  
Lubbock, Texas 79416  
Attn: Executive Director  
Telephone: (806) 885-6592  
Email: mmusa@reesecenter.com

**TENANT:**

Texas Industrial Components  
Attn: Rex Server  
8110 N FM 2528 – physical address  
Mailing Address:  
4726 110<sup>th</sup> Street  
Lubbock, TX 79424  
Telephone: \_\_\_\_\_  
Email: rex@texicom.net

Notices will be deemed given on the date received (or refused) when addressed to the parties at the addresses set forth above or in either case to such other addresses as Landlord or Tenant may designate to the other by notice. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Without limiting the foregoing, any notice required or permitted to be given under this Lease may be sent by e-mail at the appropriate e-mail address set forth in this Section 12(m), as the same may be amended, or to such other e-mail address as Landlord or Tenant may from time to time designate in a notice to the other; provided that such e-mailed notice expressly states that it represents a notice under Section 12(m) of this Lease. Any e-mailed notice shall be deemed given on the date of delivery, provided that (i) such delivery is reasonably confirmed as received by the recipient (i.e., no error report is received by the sender); and (ii) if delivery occurs after 5:00 p.m. in the time zone of the recipient or on a non-business day, then such notice shall be deemed received on the first business day after the day of delivery.



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

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

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

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

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

r. Assignment by Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease, provided the assignee expressly assumes all obligations of Landlord hereunder. In the event, the assignee will not expressly assume all obligations of Landlord under the terms of this Lease, the Tenant agrees to enter into a new lease with the assignee that terminates Landlord's obligations under the terms of this Lease.

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

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

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

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

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

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

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

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

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

bb. Counterparts; Signatures. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means (including, without limitation, DocuSign or other third party electronic signature verification service) shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means (including, without limitation, DocuSign or other third party electronic signature verification service) shall be deemed to be their original signatures for all purposes.

### **13. AFFIRMATIVE REPRESENTATIONS CONCERNING FTZ-260 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.

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

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

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

EXCEPT TO THE EXTENT SOVEREIGN IMMUNITY IS WAIVED BY STATUTE OR THE CONSTITUTION OF TEXAS, LANDLORD DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OF OR BY ANY CONDUCT OF THEIR REPRESENTATIVES UNDER THIS LEASE.

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

**{SIGNATURE PAGE FOLLOWS}**

LUBBOCK REESE  
REDEVELOPMENT AUTHORITY  
("Landlord")

REX SERVER d/b/a TEXAS INDUSTRIAL  
COMPONENTS  
("Tenant")

\_\_\_\_\_  
By: Murvat Musa  
Its: Chief Executive Officer

\_\_\_\_\_  
By: Rex Server

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

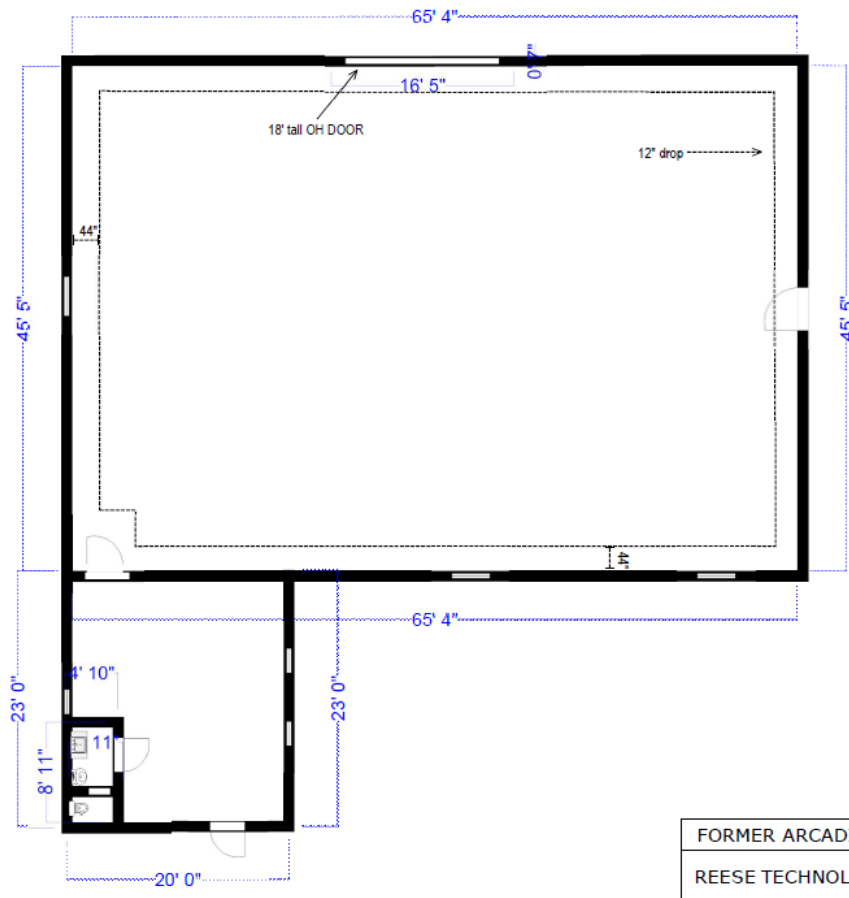
## EXHIBIT A

### Site Plan



**EXHIBIT B**

**FLOOR PLAN**



Building 3175  
3,385 Square Feet

FORMER ARCADIS BUILDING
REESE TECHNOLOGY CENTER

**BOARD ACTION ITEM #2023-0322-128**  
**REX SERVER D/B/A TEXAS INDUSTRIAL COMPONENTS, BUILDING 3175**

**BOARD OF DIRECTORS**  
**LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)**  
**MARCH 22, 2023**

Item to be Considered:

Consider Lease for Rex Server d/b/a Texas Industrial Components, Building 3175

Previous Board Action:

None

Statement of Pertinent Facts:

- a. TIC will be a new customer for Reese
- b. Use of Premises: Assembly of cotton ginning machinery
- c. Proposed Lease for Building 3175
  - 1. Term: One year, paid in full up front
  - 2. Rate: \$6/SF
  - 3. Renewal Options: Two renewal options for one year each with 3% increases each year

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 for Rex Server d/b/a Texas Industrial Components for Building 3175, subject to negotiation of final terms and conditions, on this 22<sup>nd</sup> day of March 2023.”

\_\_\_\_\_  
Steve Verett, President

ATTEST:

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



**AGENDA ITEM 6**  
**EXECUTIVE SUMMARY**  
**LRRA Employee Performance Incentive Bonus Plan**

Attached is a proposed Employee Performance Incentive Bonus Plan for FY2023 as recommended by the Compensation Committee at their meeting on February 13, 2023.

What's different this year is that this plan will encompass all employees, that is, there is no separate plan for an MBD (position currently vacant) or for the Executive Director. All employees will participate in this plan.

Staff is requesting Board approval for the attached Employee Performance Incentive Bonus Plan for FY2023.

## **Proposed FY 2023 Employee Performance Incentive Bonus Plan**

LRRA has two ways to reward and retain employees for their performance. One is through a merit increase and the other is through a performance incentive bonus plan.

The proposed FY 2023 Employee Bonus Plan is outlined below.

An employee may be eligible for a bonus after two tests are met: The Organization Eligibility Test and the Individual Eligibility Test.

- The Organization Eligibility Test – this test is needed to determine whether a bonus will be available to employees. The organization will need to meet these parameters to fund a bonus pool:
  - The organization must exceed the General Operating Budget (EBITDA) by 3%.
  - In determining if a bonus will be issued, the Compensation Committee and the Board will take into consideration any unusual events that may have affected the budget or in the Board's view the staff exceeded performance expectations during a particularly challenging period.
  - The total amount of the bonus pool for all employees shall not exceed the amount approved in the budget.
- The Compensation Committee will determine whether the organization will pay out a bonus and make a recommendation to the Board who will make the final decision.
- The Individual Eligibility Test – an employees' bonus will be calculated based on their individual performance.
  - For an employee to be eligible for a bonus, they must either "exceed" or "meet" standards. The Performance Score Scale is 0 – 3. A score below 1.5 is not eligible for a bonus, a score of 1.5 – 2.49 meets standards, and a score greater than or equal to 2.5 exceeds standards.
  - Notwithstanding an employee meeting the criteria above, and because a score does not always give a complete picture of an employee's performance, the CEO/Executive Director will have discretion in recommending who will and will not receive a bonus.
  - The CEO/Executive Director will recommend the amount of bonus to the Compensation Committee for support of the recommendation, and the Board will have final approval.

Every effort will be made to ensure bonuses will be determined and paid to the employee by December 1, 2023.

The above plan will be reviewed and approved annually by the Board.

**BOARD ACTION ITEM No. 2023-0322-129**  
**EMPLOYEE BONUS PLAN**

**BOARD OF DIRECTORS**  
**LUBBOCK REESE REDEVELOPMENT AUTHORITY**  
**MARCH 22, 2023**

Item to be Considered:

Consider LRRR Employee Bonus Plan for FY2023

Previous Board Action:

The Board regularly approves compensation plans and bonus pay plans.

Statement of Pertinent Facts:

- a. The plan has changed from previous years in that this is a single plan that will cover all employees, including the MBD (currently vacant) and the ED, who have had separate individual plans in previous years.
- b. The Compensation Committee, who met to review this plan on February 13, 2023, supports this plan.
- c. A copy of the plan is attached.

Advice, Opinions, Recommendations, and Motion:

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

“Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby approves the FY 2023 Employee Bonus Plan, attached, as submitted, on this 22<sup>nd</sup> day of March 2023.”

\_\_\_\_\_  
Steve Verett, Board President

ATTEST:

\_\_\_\_\_  
LRRR Board Member

CASH BALANCES - FEBRUARY 28, 2023

	1/31/2023	2/28/2023	Change
General Fund Bank Accounts	\$ 3,153,272	\$ 3,159,400	\$ 6,128
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
EDA Grant Checking	\$ 36,456	\$ 36,456	\$ -
Capital Maintenance - Designated	\$ 855,000	\$ 855,000	\$ -
Petty Cash	\$ -	\$ -	\$ -
Total Cash	\$ 4,044,728	\$ 4,050,856	\$ 6,128
Accounts Receivable - G/F	\$ 137,874	\$ 250,781	\$ 112,907
Accounts Receivable - F/O	\$ 13,751	\$ 14,116	\$ 365
Total Accounts Receivable	\$ 151,625	\$ 264,897	\$ 113,272
Total Cash & Accounts Receivable	\$ 4,196,353	\$ 4,315,753	\$ 119,400

Aged Accounts Receivable as of 02/28/2023

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
252,512.17	12,416.75	-	-	(31.38)	264,897.54

Aged Accounts Receivable as of 03/15/2023

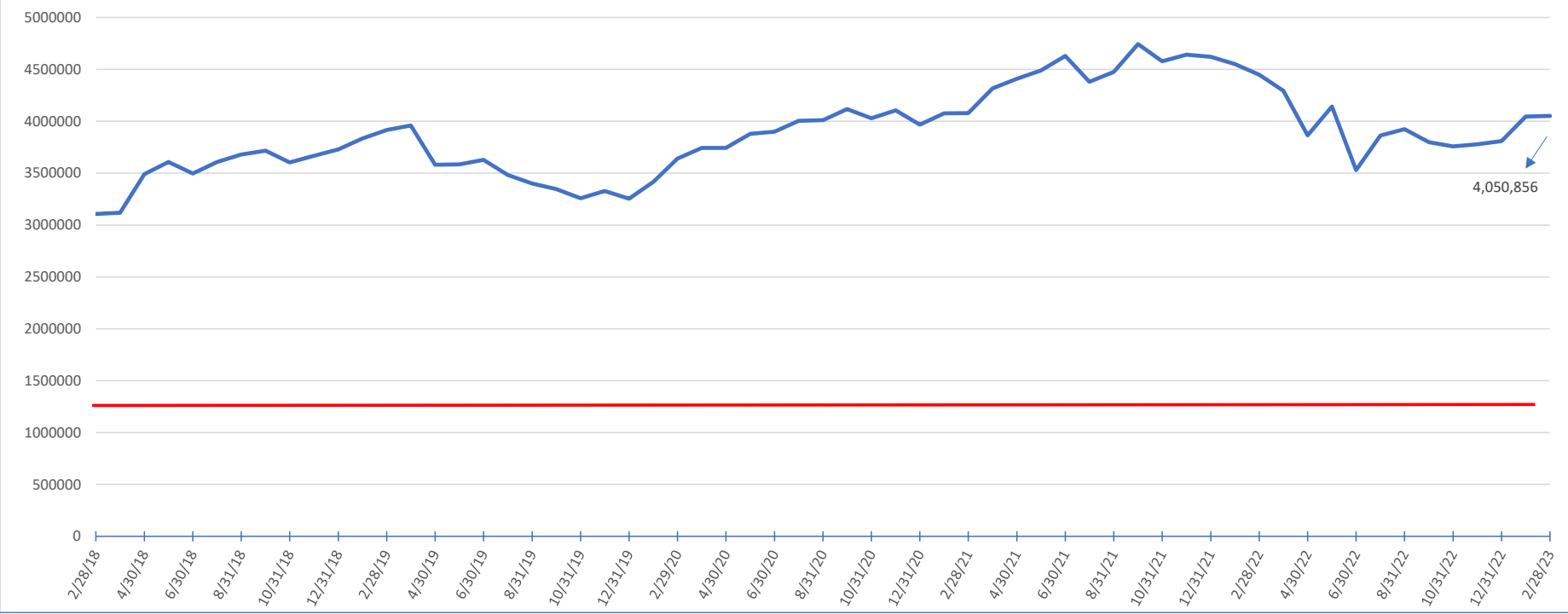
63,603.94	12,416.75	-	-	(31.38)	75,989.31
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EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

HEARLAND GARAGE DOORS 56,743.89 EXPENSED

\$ 56,743.89

**LRRR Available Cash**  
**FEBRUARY 2018 - FEBRUARY 2023**



## FINANCIAL HIGHLIGHTS - FEBRUARY 28, 2023

DESCRIPTION	Month G/F	Month F/O	Month's Total	YTD	G/F YTD	F/O	YTD Total
Operating Revenue	\$ 258,326	\$ 18,694	\$ 277,020	\$ 1,294,434	\$ 93,469	\$ 1,387,903	
Other Revenue - Usage Fees	\$ 20,005	\$ 2,096	\$ 22,101	\$ 95,014	\$ 11,275	\$ 106,289	
Total Revenue	\$ 278,331	\$ 20,790	\$ 299,121	\$ 1,389,448	\$ 104,744	\$ 1,494,192	
Expenses	\$ 216,335	\$ 13,767	\$ 230,102	\$ 916,745	\$ 61,354	\$ 978,099	
Net Income BPSID	\$ 61,996	\$ 7,023	\$ 69,019	\$ 472,703	\$ 43,390	\$ 516,093	
Interest Income - Plus	\$ 11,030	\$ -	\$ 11,030	\$ 45,478	\$ -	\$ 45,478	
Depreciation - Less	\$ (49,924)	\$ (3,283)	\$ (53,207)	\$ (249,622)	\$ (16,417)	\$ (266,039)	
Net Income	\$ 23,102	\$ 3,740	\$ 26,842	\$ 268,559	\$ 26,973	\$ 295,532	

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Balance Sheet  
As of 2/28/2023

(In Whole Numbers)

	General Fund	EDA Grant Fund	Data Center / Fiber Optic Fund	Total
<b>ASSETS</b>				
CASH	3,159,400	36,456	-	3,195,855
DESIGNATED-CAPITAL MAINT	610,000	-	-	610,000
WATER INFRASTRUCTURE RESERVE	245,000	-	-	245,000
INVESTMENTS	-	-	-	-
ACCOUNTS RECEIVABLE	250,781	-	14,116	264,898
ALLOWANCE FOR DOUBTFUL	-	-	-	-
INTERFUND TRANSFERS	-	-	-	-
NOTES RECEIVABLE	3,777	-	-	3,777
CONSTRUCTION IN PROGRESS	-	1,698,669	-	1,698,669
PROPERTY AND EQUIPMENT, NET	6,492,045	-	124,354	6,616,399
OTHER ASSETS	176,266	-	9,628	185,894
<b>Total ASSETS</b>	<b>10,937,269</b>	<b>1,735,124</b>	<b>148,099</b>	<b>12,820,492</b>
<b>LIABILITIES</b>				
ACCOUNTS PAYABLE	100	-	-	100
ACCRUED EXPENSES	93,195	-	-	93,195
DEFERRED REVENUE	311,962	-	18,694	330,656
NET PENSION LIABILITIES	(1,713)	-	-	(1,713)
NOTES PAYABLE	3,647	-	-	3,647
INTERFUND TRANSFERS	-	-	-	-
REFUNDABLE DEPOSITS	78,888	-	223	79,111
OTHER LIABILITIES	1,470	-	-	1,470
<b>Total LIABILITIES</b>	<b>487,550</b>	<b>-</b>	<b>18,917</b>	<b>506,466</b>
<b>FUND EQUITY</b>				
BEGINNING OF PERIOD	9,911,574	1,910,124	138,768	11,960,466
TRANSFERS IN (OUT)	211,558	(175,000)	(36,558)	-
YEAR TO DATE EARNINGS	326,587	-	26,972	353,559
<b>Total FUND EQUITY</b>	<b>10,449,719</b>	<b>1,735,124</b>	<b>129,182</b>	<b>12,314,026</b>
<b>TOTAL LIABILITY AND FUND</b>	<b>10,937,269</b>	<b>1,735,124</b>	<b>148,099</b>	<b>12,820,492</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY  
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	<u>General Fund</u>	<u>EDA Grant Fund</u>	<u>Data Center / Fiber Optic Fund</u>	<u>Total</u>
OPERATING REVENUES	1,389,449	-	104,743	1,494,192
OPERATING EXPENSES	1,166,368	-	77,771	1,244,139
<b>OPERATING INCOME(LOSS)</b>	<b><u>223,081</u></b>	<b><u>-</u></b>	<b><u>26,972</u></b>	<b><u>250,053</u></b>
NONOPERATING INTEREST INCOME	45,478	-	-	45,478
TRANSFERS IN (OUT)	211,558	(175,000)	(36,558)	-
<b>NET NONOPERATING REVENUES</b>	<b><u>257,036</u></b>	<b><u>(175,000)</u></b>	<b><u>(36,558)</u></b>	<b><u>45,478</u></b>
<b>INCREASE (DECREASE) IN FUND</b>	<b><u>480,117</u></b>	<b><u>(175,000)</u></b>	<b><u>(9,586)</u></b>	<b><u>295,531</u></b>
<b>FUND EQUITY, BEGINNING</b>	<b>9,911,574</b>	<b>1,910,124</b>	<b>138,768</b>	<b>11,960,466</b>
<b>FUND EQUITY, ENDING</b>	<b>10,391,691</b>	<b>1,735,124</b>	<b>129,182</b>	<b>12,255,998</b>



## LUBBOCK REESE REDEVELOPMENT AUTHORITY

## SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2022 Through 2/28/2023

*(In Whole Numbers)*

	<b><u>General Fund</u></b>	<b><u>Data Center / Fiber Optic Fund</u></b>	<b><u>Total</u></b>
LEASES	963,267	-	963,267
USAGE FEES	95,014	11,275	106,289
PBT CAM FEES	306,122	-	306,122
CONTRACT SERVICES	4,549	-	4,549
DATA CENTER / FIBER OPTIC	-	93,469	93,469
<b>TOTAL OPERATING REVENUE</b>	<b><u>1,368,952</u></b>	<b><u>104,743</u></b>	<b><u>1,473,696</u></b>
UTILITY FRANCHISE FEES	20,362	-	20,362
OTHER MISCELLANEOUS REVENUE	134	-	134
<b>TOTAL REVENUES</b>	<b><u>1,389,449</u></b>	<b><u>104,743</u></b>	<b><u>1,494,192</u></b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	<b>General Fund</b>	<b>Data Center / Fiber Optic Fund</b>	<b>Total</b>
<b>OPERATING EXPENSES</b>			
SALARIES & TAXES	321,154	-	321,154
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	53,557	-	53,557
INSURANCE - PROPERTY & GENERAL LIABILITY	84,908	4,469	89,377
ADMINISTRATIVE EXPENSES	6,332	-	6,332
GENERAL OFFICE EXPENSES	22,705	1,571	24,276
ACCTG. & AUDITING SERVICES	411	-	411
COMPUTER SOFTWARE & MAINT.	-	15,699	15,699
INTERNET	-	8,611	8,611
LEGAL SERVICES	24,370	-	24,370
NETWORK MAINTENANCE CONTRACT	3,340	-	3,340
TRAINING & TRAVEL	6,768	-	6,768
MARKETING EXPENSES	33,204	-	33,204
OPERATIONS - GROUND MAINT. AND ENGINEERING	229,865	-	229,865
UTILITIES	130,132	28,353	158,485
DEPRECIATION EXPENSE	249,622	16,417	266,039
<b>Total OPERATING EXPENSES</b>	<b>1,166,368</b>	<b>75,120</b>	<b>1,241,488</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 2/1/2023 Through 2/28/2023

**GENERAL 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
<b>REVENUES</b>						
Leases	193,582	179,167	14,415	963,267	895,833	67,434
PBT Cam Fees	61,224	61,200	24	306,122	306,000	122
Usage Fees	20,005	22,917	(2,912)	95,014	114,583	(19,569)
Contract Services	1,241	833	408	4,549	4,167	382
Utility Franchise Fees	2,279	2,417	(137)	20,362	12,083	8,279
Other-Miscellaneous	-	-	-	134	-	134
<b>Total REVENUES</b>	<b>278,332</b>	<b>266,533</b>	<b>11,799</b>	<b>1,389,449</b>	<b>1,332,667</b>	<b>56,782</b>
<b>EXPENSES</b>						
Salaries & Taxes	47,411	71,333	23,923	321,154	356,667	35,512
Benefits - Health, Retirement & Wkr's	11,366	12,621	1,254	53,557	63,104	9,548
Insurance -Property & General Liabilities	16,982	18,333	1,352	84,908	91,667	6,759
Administrative Expenses	105	1,017	912	6,332	7,333	1,001
General Office Expenses	3,153	6,133	2,980	22,705	30,667	7,962
Accounting & Auditing Services	82	15,117	15,035	411	30,083	29,672
Legal Services	6,700	4,167	(2,533)	24,370	20,833	(3,537)
Network Maintenance Contract	641	667	25	3,340	3,333	(7)
Training & Travel	1,228	833	(395)	6,768	4,167	(2,601)
Marketing Expenses	10,940	5,333	(5,607)	33,204	26,667	(6,537)
Operations	85,876	49,167	(36,710)	229,865	245,833	15,968
Utilities	31,851	24,267	(7,585)	130,132	125,333	(4,798)
<b>Total EXPENSES</b>	<b>216,335</b>	<b>208,988</b>	<b>(7,348)</b>	<b>916,745</b>	<b>1,005,688</b>	<b>88,942</b>
<b>NIBPSID</b>	<b>61,997</b>	<b>57,546</b>	<b>4,451</b>	<b>472,703</b>	<b>326,979</b>	<b>145,724</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	11,030	833	10,197	45,478	4,167	41,312
<b>Total NON OPERATING REVENUE</b>	<b>11,030</b>	<b>833</b>	<b>10,197</b>	<b>45,478</b>	<b>4,167</b>	<b>41,312</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(49,924)	(50,000)	76	(249,622)	(250,000)	378
<b>Total DEPRECIATION</b>	<b>(49,924)</b>	<b>(50,000)</b>	<b>76</b>	<b>(249,622)</b>	<b>(250,000)</b>	<b>378</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>23,102</b>	<b>8,379</b>	<b>14,723</b>	<b>268,559</b>	<b>81,146</b>	<b>187,414</b>

GENERAL FUND

Explanation of Significant Budget Variances

2023 FEBRUARY

		Month Variance	YTD Variance	Explanations	Projected Outcome at Year End
Expenses, Salaries & Taxes	5100, 5110	\$ 23,923	\$ 35,512	Payroll is missing the MBD salary	Year End is expected to be under budget
Expenses, Accounting & Auditing Services	5700	\$ 15,035	\$ 29,672	Audit costs have not been billed nor paid	Year End is expected to be on budget.
Expenses, Legal Services	5710	\$ (2,533)	\$ (3,537)	Extra Fees for Macias filing	Year End is expected to be on budget.
Expenses, Marketing Expenses	5430	\$ (5,607)	\$ (6,537)	Higher expense for YWCA event	Year End is expected to be over budget
Expenses, Operations	5900	\$ (36,710)	\$ 15,968	Garage Doors for 5 BLDG \$ 56,744.	Year End is expected to be under budget.
Expenses, Utilities	5380	\$ (7,585)	\$ (4,798)	SPEC has been higher than average	Year End is expected to be on budget.

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 2/1/2023 Through 2/28/2023

***DATA CENTER / FIBER OPTIC 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
<b>REVENUES</b>						
Usage Fees	2,096	2,250	(154)	11,275	11,250	25
Fiber Optic/Wireless Income	18,694	17,500	1,194	93,469	87,500	5,969
<b>Total REVENUES</b>	<b>20,789</b>	<b>19,750</b>	<b>1,039</b>	<b>104,743</b>	<b>98,750</b>	<b>5,993</b>
<b>EXPENSES</b>						
Insurance -Property & General Liabilities	894	917	23	4,469	4,583	115
General Office Expenses	314	317	3	1,571	1,583	13
Computer Software & Maintenance	2,941	3,833	893	15,699	19,167	3,468
Internet	1,722	1,833	111	8,611	9,167	556
Building Maintenance & Repairs	1,584	833	(751)	2,651	4,167	1,515
Utilities	6,312	6,442	130	28,353	32,208	3,855
<b>Total EXPENSES</b>	<b>13,767</b>	<b>14,175</b>	<b>408</b>	<b>61,354</b>	<b>70,875</b>	<b>9,521</b>
<b>NIBPSID</b>	<b>7,022</b>	<b>5,575</b>	<b>1,447</b>	<b>43,389</b>	<b>27,875</b>	<b>15,514</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(3,283)	(2,917)	(367)	(16,417)	(14,583)	(1,834)
<b>Total DEPRECIATION</b>	<b>(3,283)</b>	<b>(2,917)</b>	<b>(367)</b>	<b>(16,417)</b>	<b>(14,583)</b>	<b>(1,834)</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>3,739</b>	<b>2,658</b>	<b>1,080</b>	<b>26,972</b>	<b>13,292</b>	<b>13,680</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 2/1/2023 Through 2/28/2023

## COMBINED FUNDS

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Current Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
<b>REVENUES</b>						
Leases	193,582	179,167	14,415	963,267	895,833	67,434
PBT Cam Fees	61,224	61,200	24	306,122	306,000	122
Usage Fees	22,101	25,167	(3,066)	106,289	125,833	(19,545)
Contract Services	1,241	833	408	4,549	4,167	382
Utility Franchise Fees	2,279	2,417	(137)	20,362	12,083	8,279
Other-Miscellaneous	-	-	-	134	-	134
Fiber Optic/Wireless Income	18,694	17,500	1,194	93,469	87,500	5,969
<b>Total REVENUES</b>	<b>299,121</b>	<b>286,283</b>	<b>12,838</b>	<b>1,494,192</b>	<b>1,431,417</b>	<b>62,776</b>
<b>EXPENSES</b>						
Salaries & Taxes	47,411	71,333	23,923	321,154	356,667	35,512
Benefits - Health, Retirement & Wkr's Comp	11,366	12,621	1,254	53,557	63,104	9,548
Insurance -Property & General Liabilities	17,875	19,250	1,375	89,377	96,250	6,873
Administrative Expenses	105	1,017	912	6,332	7,333	1,001
General Office Expenses	3,468	6,450	2,982	24,276	32,250	7,974
Accounting & Auditing Services	82	15,117	15,035	411	30,083	29,672
Computer Software & Maintenance	2,941	3,833	893	15,699	19,167	3,468
Internet	1,722	1,833	111	8,611	9,167	556
Legal Services	6,700	4,167	(2,533)	24,370	20,833	(3,537)
Network Maintenance Contract	641	667	25	3,340	3,333	(7)
Training & Travel	1,228	833	(395)	6,768	4,167	(2,601)
Marketing Expenses	10,940	5,333	(5,607)	33,204	26,667	(6,537)
Operations	85,876	49,167	(36,710)	229,865	245,833	15,968
Building Maintenance & Repairs	1,584	833	(751)	2,651	4,167	1,515
Utilities	38,163	30,708	(7,455)	158,485	157,542	(943)
<b>Total EXPENSES</b>	<b>230,102</b>	<b>223,163</b>	<b>(6,940)</b>	<b>978,100</b>	<b>1,076,563</b>	<b>98,463</b>
<b>NIBPSID</b>	<b>69,019</b>	<b>63,121</b>	<b>(6,940)</b>	<b>516,093</b>	<b>354,854</b>	<b>161,239</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	11,030	833	10,197	45,478	4,167	41,312
<b>Total NON OPERATING REVENUE</b>	<b>11,030</b>	<b>833</b>	<b>10,197</b>	<b>45,478</b>	<b>4,167</b>	<b>41,312</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(53,208)	(52,917)	(291)	(266,039)	(264,583)	(1,456)
<b>Total DEPRECIATION</b>	<b>(53,208)</b>	<b>(52,917)</b>	<b>(291)</b>	<b>(266,039)</b>	<b>(264,583)</b>	<b>(1,456)</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>26,841</b>	<b>11,037</b>	<b>15,804</b>	<b>295,531</b>	<b>94,437</b>	<b>201,094</b>

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

(In Whole Numbers)

	Current Month	Prior Year's		Prior Year's		
	Actual	Month Actual	Variance	YTD Actual	YTD Actual	Variance
<b>REVENUES</b>						
Leases	193,582	168,833	24,749	963,267	828,194	135,073
PBT Cam Fees	61,224	60,024	1,200	306,122	300,120	6,002
Usage Fees	22,101	17,519	4,582	106,289	104,674	1,615
Contract Services	1,241	-	1,241	4,549	2,990	1,559
Utility Franchise Fees	2,279	1,588	691	20,362	18,114	2,248
Insurance Proceeds	-	2,975	(2,975)	-	3,975	(3,975)
Other-Miscellaneous	-	-	-	134	-	134
Fiber Optic/Wireless Income	18,694	18,579	115	93,469	93,807	(338)
<b>Total REVENUES</b>	<b>299,121</b>	<b>269,518</b>	<b>29,603</b>	<b>1,494,192</b>	<b>1,351,873</b>	<b>142,319</b>
<b>EXPENSES</b>						
Salaries & Taxes	47,411	52,125	(4,714)	321,154	367,284	(46,130)
Benefits - Health, Retirement & Wkr's Comp	11,366	10,436	930	53,557	47,265	6,292
Insurance -Property & General Liabilities	17,875	16,432	1,443	89,377	82,161	7,216
Administrative Expenses	105	605	(500)	6,332	4,466	1,866
General Office Expenses	3,468	8,635	(5,167)	24,276	28,635	(4,359)
Accounting & Auditing Services	82	131	(49)	411	5,480	(5,069)
Computer Software & Maintenance	2,941	2,941	-	15,699	15,554	145
Internet	1,722	1,722	-	8,611	8,611	-
Legal Services	6,700	6,008	692	24,370	18,492	5,878
Network Maintenance Contract	641	460	181	3,340	2,818	522
Training & Travel	1,228	1,619		6,768	6,153	
Marketing Expenses	10,940	3,147	7,793	33,204	22,888	10,316
Operations	85,876	35,576	50,300	229,865	559,544	(329,679)
Building Maintenance & Repairs	1,584	1,067	517	2,651	9,150	(6,499)
Utilities	38,163	(830)	38,993	158,485	142,154	16,331
<b>Total EXPENSES</b>	<b>230,102</b>	<b>140,073</b>	<b>90,029</b>	<b>978,100</b>	<b>1,320,652</b>	<b>(342,552)</b>
<b>NIBPSID</b>	<b>69,019</b>	<b>129,445</b>	<b>(60,426)</b>	<b>516,093</b>	<b>31,221</b>	<b>484,872</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	11,030	830	10,200	45,478	4,632	40,846
<b>Total NON OPERATING REVENUE</b>	<b>11,030</b>	<b>830</b>	<b>10,200</b>	<b>45,478</b>	<b>4,632</b>	<b>40,846</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(53,208)	(47,995)	(5,213)	(266,039)	(239,977)	(26,062)
<b>Total DEPRECIATION</b>	<b>(53,208)</b>	<b>(47,995)</b>	<b>(5,213)</b>	<b>(266,039)</b>	<b>(239,977)</b>	<b>(26,062)</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>26,841</b>	<b>82,280</b>	<b>(55,439)</b>	<b>295,531</b>	<b>(204,123)</b>	<b>499,654</b>



## MARCH 2023 EVENTS & ACTIVITIES

	DATE	EVENT
MARCH	March 9, 2023	YWCA Women of Excellence Celebration and Dinner
	March 21, 2023	Lubbock Chamber Salute to Ag Luncheon
	March 22, 2023	LRRA Board of Directors Meeting
LOOKING AHEAD		
APRIL	April 5, 2023	Visit to Port San Antonio
	April 7, 2023	LRRA closed for Good Friday
	April 26, 2023	LRRA Board of Directors Meeting