

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

Date: Wednesday, May 24, 2023

Time: 8:00 a.m.

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

AGENDA ITEMS	TAB	SPEAKER
Call the Meeting to Order		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.	TAB 2	John Tye Muvat Musa
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>• Operations, Marketing, Customer Care Coordinator</li> <li>• Administrative Assistant</li> <li>• Board of Directors</li> </ul>		Steve Verett Muvat Musa
c. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.071, Consultation with Attorney.		Darrell Guthrie
3. Action Item – Consider the Minutes of the April 21, 2023, Executive Committee Meeting and the April 26, 2023, Board of Directors Meeting	TAB 3	Steve Verett
4. Action Item – Consider Awarding Engineering Services to Parkhill for EDA Grant	TAB 4	Muvat Musa
5. Action Item – Consider Resolution Approving an Application for Funding Through the Economic Development Administration	TAB 5	Muvat Musa

6. Action Item - Consider Interlocal Cooperation Agreement with the city of Abernathy on behalf of KBR	TAB 6	Murvat 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, May 19, 2023.

by: \_\_\_\_\_  
Murvat Musa, ED/CEO

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

ITEM 1

# Citizen Comments

ITEM 2

# EXECUTIVE SESSION

Information to be provided at  
meeting  
(if applicable)

**LUBBOCK REESE REDEVELOPMENT AUTHORITY  
EXECUTIVE COMMITTEE MEETING MINUTES  
April 21, 2023**

The Lubbock Reese Redevelopment Authority held a meeting of the Executive Committee of the Board of Directors at 10:30 p.m. on Tuesday, April 21, 2023, at Peoples Bank, 5820 82<sup>nd</sup> Street, Lubbock, TX 79424.

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

**Members Present:**                    Todd McKee                    Steve Verett                    Tim Pierce

**Members Absent:**                    None

**Others Present**

**Reese Staff:**                            Murvat Musa

**Legal Counsel:**                        None

**Others:**                                    None

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**Call the meeting to order**

Steve Verett called the meeting to order at 10:01 a.m.

Steve Verett called the Executive Session to order at 10:01 a.m.

**ITEM 1            Hold an Executive Session**

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.

No action was taken in the Executive Session.

**Reconvene the Executive Committee Meeting**

Steve Verett adjourned the Executive Session at 10:30 a.m. and reconvened Open Session at 10:30 a.m.

**ITEM 2      Consider Contingent Lease for GL Texas, LLC (Greenlight) for Building 1130**

**Action Item** – Todd McKee moved to approve the Contingent Lease for GL Texas, LLC (Greenlight) for Building 1130 subject to Tenant to pay one months’ rent at signing and if the license to operate is granted that payment will be credited to the first months’ rent, but if a license is not granted LRRRA shall retain that payment. Tim Pierce seconded; the motion passed 3-0.

Steve Verett adjourned the meeting at 10:30 a.m.

Content of minutes agreed to and approved by:

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

ATTEST:

\_\_\_\_\_  
LRRRA Executive Committee Member

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

April 26, 2023

The Lubbock Reese Redevelopment Authority held a regular meeting at 8:00 a.m. Wednesday, April 26, 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.

**MEMBERS PRESENT:**            Steve Verett                    Todd McKee                    Tim Pierce  
   Tim Collins                    John Hamilton                George McMahan  
   John Tye

**MEMBERS ABSENT:**            None

**OTHERS PRESENT:**

**Reese Staff:**                    Muvat Musa-Executive Director, Chris Evans-Manager of Operations, Sandra Hamilton-Manager of Accounting, Andrea Hamilton-Operations, Customer Service, Marketing Coordinator, Cecilia Davila-Administrative Assistant

**Legal Counsel:**                Darrell Guthrie – via teleconference

**Others:**                            Mitchel Burt of KBR

**Call the meeting to order.**

Steve Verett called the meeting to order at 8:04 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 8:05 a.m.

- a. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.072, regarding certain matters concerning real property. Discussions regarding interest in the lease, sale, or value of buildings and property.
- b. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.074(a), Deliberations Regarding Personnel Matters.

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

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

No action was taken in the Executive Session.

**Reconvene the Board of Directors Meeting**

Steve Verett adjourned the Executive Session at 10:17 a.m. and reconvened Open Session at 10:18 a.m.

- ITEM 3      Consider the Minutes of the March 22, 2023, Board of Directors Meeting**  
**Action Item** – Todd McKee moved to approve the minutes of the March 22, 2023, Board of Directors meeting. John Tye seconded; the motion passed 7-0.
  
- ITEM 4      Consider Board Appointments/Reappointment–**  
**Action Item** – Tim Pierce moved to approve the board appointments of Jeff Mustin, Dr. Jane Dever, and the reappointment of Tim Collins. Todd McKee seconded; the motion passed 7-0.
  
- ITEM 5      Consider First Lease Amendment to extend term for an additional 10 years by adding two more options to renew for five years each for Royal Bengal Logistics, Inc., Building 82**  
**Action Item** – Todd McKee moved to approve the First Lease Amendment to extend term for an additional 10 years by adding two more options to renew for five years each for Royal Bengal Logistics, Inc., Building 82. George McMahan seconded; the motion passed 7-0.



- ITEM 6**      **Consider Resolution Designating Ground Leased to Royal Bengal Logistics, Inc. (“RBL Project”) as a Redevelopment Project**  
    **Action Item** – John Tye moved to approve the Resolution Designating Ground Leased to Royal Bengal Logistics, Inc. (“RBL Project”) as a Redevelopment Project, Tim Collins seconded, the motion passed 7-0.
- ITEM 7**      **Consider Ground Lease for Royal Bengal Logistics, Inc. for Construction of a Hanger/Warehouse**  
    **Action Item** – Tim Pierce moved to approve the Ground Lease for Royal Bengal Logistics, Inc. for Construction of a Hanger/Warehouse subject to: 1) the terms change from initial term of 20 years with a 20 year option to renew to terms of initial term of 20 years with two, 10 year options to renew, 2) counsel will clarify language in Permitted Use to make narrow and specific and in Assignment and Subletting by Tenant to allow LRRRA more control. Todd McKee seconded; the motion passed 7-0.
- ITEM 8**      **Consider Ratifying Contingent Lease for GL Texas, LLC (Greenlight) for Building 1130**  
    **Action Item** – Tim Collins moved to approve ratifying the Contingent Lease for GL Texas, LLC (Greenlight) for Building 1130. John Tye seconded; the motion passed 7-0.
- ITEM 9**      **Consider Interlocal Agreement for Application Development and Administrative Services with SPAG for EDA Grant for Infrastructure Development at the Reese Business Park**  
    **Action Item** – Tim Collins moved to approve the Interlocal Agreement for Application Development and Administrative Services with SPAG for EDA Grant for Infrastructure Development at the Reese Business Park. Todd McKee seconded; the motion passed 6-0.  
        - Tim Pierce recused himself from discussion and voting.
- ITEM 10**     **Financial Reports**  
    **Discussion Item** – No action required. Sandra Hamilton presented the March financial reports.
- ITEM 11**     **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 10:41 a.m.

Content of minutes agreed to and approved by:

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

ATTEST:

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

**AGENDA ITEM 4  
EXECUTIVE SUMMARY  
ENGINEERING SERVICES FOR  
2023 EDA PUBLIC WORKS AND  
ECONOMIC ADJUSTMENT ASSISTANCE PROGRAMS  
REESE BUSINESS PARK INFRASTRUCTURE IMPROVEMENTS**

The Board previously (April 26, 2023) approved an Interlocal Agreement for Administrative Services with the South Plains Associations of Government (SPAG) to secure funding for enhancements to LRRRA property (specifically but not limited to Reese Business Park infrastructure development). Management is working with SPAG to submit an application to the Economic Development Administration (EDA) to secure this grant funding.

Management of the grant requires professional engineering services to provide design, bid, and construction services along with other services relevant to this project. A Request for Qualifications was advertised, and four responses were received: Enprotec/Hibbs & Todd, Parkhill, Kimley Horn, and Jacob Martin.

After a thorough review of each of the proposals, management is requesting the Board award the engineering services to Parkhill who have provided engineering services to LRRRA for previous EDA grants as well as specific engineering services for feasibility of a business park development.

**BOARD ACTION ITEM No.2023-0524-137**  
**AWARD ENGINEERING SERVICE TO PARKHILL FOR EDA GRANT**

**BOARD OF DIRECTORS**  
**LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)**  
**May 24, 2023**

**Item to Be Considered:**

Awarding Engineering Services to Parkhill for EDA Grant for Reese Business Park Infrastructure Improvements

**Previous Board Action:**

- a. N/A

**Statement of Pertinent Facts:**

- b. The Board of Directors has had numerous conversations and been briefed by Staff on the development of a business park in the former housing area.
- c. South Plains Association of Governments (SPAG) has identified a grant opportunity that Reese is eligible for. SPAG and LRRRA management are collaborating on the grant application for infrastructure improvements that include roads, water, and wastewater.
- d. Grant management requires professional engineering services. A Request for Qualifications (RFQ) was issued, and four responses were received.
- e. Management has reviewed the proposals and is recommending that the Board award the engineering services to Parkhill.

**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 awards the engineering services for EDA grant to Parkhill pending final negotiations of appropriate terms and conditions, on the 24<sup>th</sup> day of May 2023.”

Approved by:

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

ATTEST:

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

**AGENDA ITEM 5**  
**EXECUTIVE SUMMARY**  
**ECONOMIC DEVELOPMENT ADMINISTRATION**  
**GRANT APPLICATION FOR REESE BUSINESS PARK**  
**INFRASTRUCTURE IMPROVEMENTS**

The attached resolution is required to apply to EDA for infrastructure improvements for the Reese Business Park. This application, Phase 1, will include improvements for roads, water, and wastewater infrastructure.

The total project (described further in the attached engineer's opinion of probable cost, OPC) is as follows:

Construction	\$2,663,520
Professional Services, Engineering	\$ 328,800
Professional Services, Grant Administration	<u>\$ 50,000</u>
Total Project Cost	\$3,042,320

The EDA portion of funding will be for \$2,000,000 with a match share for the project of 20%. As the cost of the project is greater than the required match, LRRRA's commitment will be \$1,042,320.

Staff is recommending the Board approve the resolution approving an application for funding through EDA.

**RESOLUTION NO. 2023-0524-138**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING THROUGH THE  
ECONOMIC DEVELOPMENT ADMINISTRATION**

BE IT RESOLVED by the Board of Directors of the Lubbock Reese Redevelopment Authority as follows:

**SECTION 1.**

The Board of Directors has reviewed and hereby approves an application for:

Reese Technology Center Business Park

Total Application Amount: \$3,042,320

**SECTION 2.**

The Board of Directors has reviewed and hereby agrees to comply with all assurances executed in connection with the application and, if funded, the award.

**SECTION 3.**

All funds will be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

**SECTION 4.**

The Board of Directors directs and designates the Executive Direct as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the participation in the Economic Development Administration Investments.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Lubbock Reese Redevelopment Authority held on May 24, 2023, by the following vote: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
NAME  
Position

**AGENDA ITEM 6**  
**EXECUTIVE SUMMARY**  
**INTERLOCAL COOPERATION AGREEMENT**  
**CITY OF ABERNATHY**

In August 2016 and May 2022, the Board approved interlocal cooperation agreements with the city of Abernathy on behalf of KBR for use of the Abernathy airport for events pertaining to KBR's Navy contract, similar to events KBR conducts at Reese.

KBR has once again asked LRRRA to help secure Abernathy airport for an event that will happen July/August 2023. In the attached interlocal agreement, the city of Abernathy will bill Reese \$1,200 per day for the use of the airfield and we will then bill KBR that fee.

Staff is requesting Board approval for the interlocal cooperation agreement.

**INTERLOCAL COOPERATION AGREEMENT**

STATE OF TEXAS           §  
  §   GOVERNMENTAL SERVICES  
COUNTY OF LUBBOCK §

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into to be effective as of June \_\_\_, 2023, between the LUBBOCK REESE REDEVELOPMENT AUTHORITY, hereinafter referred to as “LRRRA” and the CITY OF ABERNATHY, TEXAS, hereinafter referred to as “CITY” and pursuant to the authority granted by and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**WITNESSETH:**

WHEREAS, LRRRA is a political subdivision of the State of Texas, operating under Subchapter A, Chapter 3501, Texas Special District Local Laws Code (formerly Subchapter A, Chapter 396 of the Texas Local Government Code) and the laws of the State of Texas; and

WHEREAS, CITY is a Type A General Law municipality and political subdivision of the State of Texas, operating under the general laws of the State of Texas; and

WHEREAS, LRRRA and CITY wish to enter into the Agreement whereby LRRRA and/or its customer KBR Wyle Services LLC d/b/a KBR, a Delaware Corporation (hereinafter referred to as "KBR"), pursuant to its agreement with LRRRA, may use the CITY’s airfield; and

WHEREAS, LRRRA and CITY have the authority necessary to enter into this Agreement, and as allowed by the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791), as more fully provided and limited herein;

NOW THEREFORE, this Agreement is entered into by the CITY and LRRRA as follows:

**ARTICLE 1  
LEGAL AUTHORITY**

1.1 Legal Authority. CITY and LRRRA mutually warrant that they possess adequate legal authority to enter into this Agreement. The Parties’ governing bodies have authorized the signatory officials to enter into this Agreement binding the parties to its terms.

**ARTICLE 2  
PURPOSE AND PROVISION OF SERVICES**

2.1 Purpose. The purpose of this Agreement is to provide LRRRA and/or its customer KBR, pursuant to its agreement with LRRRA, non-exclusive use of the CITY’s airfield (the “Project”). LRRRA and/or its customer KBR agree and acknowledge that the CITY and other Tenants are also operating at the airfield location.

2.2 Provision of Services and Duties of CITY in Connection with the Project. LRRRA hereby engages CITY, and CITY hereby accepts and confirms such engagement, to provide LRRRA and/or



KBR, pursuant to its agreement with LRRRA, use of the CITY's airfield (the "Services") upon no less than twenty-four (24) hours' notice provided by LRRRA to CITY. LRRRA and/or its customer KBR, pursuant to its agreement with LRRRA, acknowledge that it has inspected the airfield and has found in reasonable condition and repair, and suitable for its activities, and accepts use of the CITY's airfield in a "As Is, Where, Is" condition. In addition, LRRRA and/or KBR acknowledge that the airfield condition is closed to any and all aircraft.

### **ARTICLE 3 TERM AND TERMINATION**

3.1 Initial Term. This Agreement becomes effective as of June \_\_\_, 2023, upon the signing by the authorized and designated agents of the governing body of each party regardless of the actual date of signing. It will remain in effect for a period of one (1) year following the effective date ("Initial Term") unless terminated earlier by either party upon written notice as provided for in Section 3.3.

3.2 Renewal Term. Either party has the option of renewing the Agreement for additional terms of one year each ("Renewal Term") by providing the other party written notice not later than thirty (30) days prior to the expiration of the Agreement's Initial Term or any Renewal Term.

3.3 Termination. Each party has the right to terminate this Agreement upon ninety (90) days written notice to the other party setting forth the date of termination.

### **ARTICLE 4 COMPENSATION**

4.1 Fees and Expenses for Services. LRRRA shall pay CITY the sum of \$1,200.00 per day of use (the "Fee") of the CITY's airfield by LRRRA and/or its customer KBR, pursuant to its agreement with LRRRA. It is expressly understood and agreed that CITY shall be solely responsible for the cost of repair and maintenance of the Project and that the Fee is the sole means of compensation associated with the Services.

4.2 Payment of Fee. LRRRA shall pay CITY the total of all Fees for any given month on the 15<sup>th</sup> day of the following month.

### **ARTICLE 5 RELATIONSHIP OF PARTIES**

5.1 Relationship of Parties. Nothing in this Agreement is intended nor should be construed to create an employer-employee relationship between the parties. CITY shall be an independent contractor and not an employee or otherwise subject to the direction and control of LRRRA, and LRRRA is not undertaking by virtue of this Agreement any responsibility for supervising, controlling, or directing the conduct or performance of CITY's obligations, and CITY shall exercise CITY's own professional judgment and shall control the manner by which the Services are performed, subject only to the terms and standards of this Agreement.

5.2 No Exclusive Arrangement. CITY acknowledges that LRRRA may hire, procure, or otherwise engage in business with other vendors, agencies and companies that may directly or indirectly compete with CITY in provision of services similar or identical to those being offered by CITY under this Agreement, and nothing herein shall obligate LRRRA to any form of exclusive relationship with CITY.

5.3 The CITY, its officers, agents, and employees shall stand by LRRRA and/or its customer KBR. LRRRA and/or its customer KBR shall be responsible to all parties for its respective acts and omissions, and the CITY shall in no way be responsible therefore. In the exercise of the obligations and in the enjoyment of the privileges granted herein, and to the extent permitted by state or federal law, LRRRA and/or its customer KBR shall indemnify and save harmless the CITY, its officers, agents, and employees from any and all losses, claims, demands, suits and judgments whatsoever resulting from the use of the airfield by LRRRA and/or its customer KBR, its agents, employees or invitees.

## **ARTICLE 6 RECORDS, ACCOUNTS AND AUDITS**

6.1 Maintenance of Records and Accounts. The Parties will maintain such records and accounts as it deems appropriate under this Agreement for a period of three (3) years after the end of the Term or any extension thereof.

6.2 Audits. Such records will be made available to either Party upon request of the other Party for audit purposes.

## **ARTICLE 7 MISCELLANEOUS**

7.1 Whole Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior oral and written agreements between the Parties relating to the matters contained in this Agreement. Except as otherwise provided in this Agreement, the Agreement cannot be modified without the written consent of the parties.

7.2 Changes and Amendments. This Agreement contains all commitments and agreements of the Parties and no other oral or written commitments will have any force or effect if not contained in this Agreement. Any proposed changes or amendments will not be effective until approved in writing by the Parties to this Agreement. Any alterations, additions or deletions to the terms of this Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into this Agreement without written amendment to the Agreement and become effective on the date designated by such law or regulation.

7.3 Assignment. No party under this Agreement has the right to assign or transfer its rights to any other party without the express written consent of the original parties to this Agreement, except as expressly stated in this Agreement.

7.4 Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent that it is not inconsistent with the holding.

7.5 Waiver of Breach. If a Party waives enforcement or fails to act promptly to enforce any provisions of this Agreement upon any event of breach by the other party, such waiver will not extend to any continuation of the breach or to any other or future events of breach, and such failure to act promptly will not waive a breach nor extend to any continuation of the breach or to any other or future events of breach.

7.6 Disclosure of Information. CITY agrees that any records produced by the CITY, its officers, agents, and employees in connection with the Services provided for under this Agreement are for the confidential information of the LRRRA and/or its customer KBR, pursuant to its agreement with LRRRA. CITY agrees that such records or information shall not be disclosed by CITY, its officer, agents, or employees, without the prior written consent of LRRRA unless otherwise required to do so by law. Notwithstanding anything herein to the contrary, including any contrary provisions in this section, LRRRA and/or its customer KBR, acknowledge and understand that this Agreement must be approved by the governing body of the CITY at a duly posted meeting in compliance with the Chapter 551 of the Texas Government Code (Texas Open Meetings Act) and that this Agreement and any documents in the possession of the CITY is subject to public information laws, including but not limited to Chapter 552 of the Texas Government Code commonly referred to as the Texas Public Information Act (the "Act"). To the extent that there is a conflict between any provision of the Act and this Agreement, the Act shall control and the CITY, by complying with the provisions of the Act, shall be deemed to be in compliance with this paragraph.

7.7 Notices. All notices and communications required or allowed by this Agreement must be in writing and given by depositing the notice in the United States mail, postage paid and registered or certified, with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the above described manner will be conclusively deemed to be effective after the expiration of three (3) days business days after the notice is deposited in the mail. Notice given in any other manner will be effective only if and when received by an officer or the designated representative of the party to be notified.

(a) For purposes of notice, the addresses of the designated representatives for receipt of notice for each of the parties are as follows:

LRRRA:

Lubbock Reese Redevelopment Authority  
Attn: Murvat Musa, Executive Director  
9801 Reese Blvd., Ste 200  
Lubbock, Texas 7941689  
Phone: (806) 885-6592  
Facsimile: (806) 885-6003  
Email: [mmusa@reesecenter.com](mailto:mmusa@reesecenter.com)

CITY:  
City of Abernathy  
Attn: City Manager  
P.O. Box 310  
Abernathy, Texas 79311  
Phone: 806-298-2546  
Facsimile: \_\_\_\_\_  
Email: citymgr@cityofabernathy.org

(b) Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

7.8 Construction of Agreement. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Texas.

7.9 Venue. Venue shall exclusively lie in the State or Federal courts of Lubbock County, Texas.

7.10 Counterparts. This Agreement will be executed in two (2) counterparts, each of which will be deemed an original.

7.11 LRRA and/or its customer KBR shall not permit the storage or use of Hazardous or Industrial materials or waste upon the CITY airfield or premises. Hazardous or Industrial materials or waste is defined as any material or waste identified or listed as a hazardous or industrial material or waste by the by the offices or administrators of the State of Texas or its agencies, or the offices or administrators of the United States or its agencies, including the Environmental Protection Agency.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the effective date written below, each respective party acting by and through its governing body or its designee in the manner required by each party's charter or otherwise required by law on the date specified below.

Neither the execution of this Agreement by CITY or LRRA any other conduct of any representative of CITY or LRRA relating to this Agreement shall be considered a waiver of CITY's or LRRA's sovereign immunity to suit.

/Signature Page Follows/

EXECUTED on this the \_\_\_\_ day of June 2023.

**LRRRA:**

LUBBOCK REESE REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Muvat Musa, Chief Executive Officer

Attest:

By: \_\_\_\_\_  
Tim Pierce, LRRRA Board Secretary

**CITY:**

CITY OF ABERNATHY, TEXAS

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

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

**REVIEWED FOR FORM:**

\_\_\_\_\_, City Attorney  
City of Abernathy

\_\_\_\_\_  
Darrell J. Guthrie  
Attorney for Lubbock Reese Redevelopment  
Authority



## MAY 2023 EVENTS & ACTIVITIES

	DATE	EVENT
<b>MAY</b>	May 2, 2023	Presentation to Hockley County Retired Teachers Association
	May 18, 2023	Employee Health Screening with Catapult vis TML Health
	May 24, 2023	LRRA Board of Directors Meeting
	May 29, 2023	LRRA Closed for Memorial Day Holiday
<b>Looking Ahead</b>		
<b>JUNE</b>	June 8 – 11	TCMA Conference – Allen, TX
	June 13	EDA – SPAG Visit, Jorge Ayala, Regional Director
	Tuesday, June 27	LRRA Board of Directors Meeting