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

Date: Wednesday, May 24, 2023

Time: 8:00 a.m.

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

AGENDA ITEMS	TAB	SPEAKER
Call the Meeting to Order		Steve Verett
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: Executive Director Manager of Business Development Manager of Accounting Manager of Operations Operations Lead Service Technician Service Technician Operations, Marketing, Customer Care Coordinator Administrative Assistant Board of Directors c. Hold an Executive Session, in accordance with V.T.C.A. Government 	TAB 2	John Tye Murvat Musa Steve Verett Murvat Musa
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
 Action Item – Consider Awarding Engineering Services to Parkhill for EDA Grant 	TAB 4	Murvat Musa
5. Action Item – Consider Resolution Approving an Application for Funding Through the Economic Development Administration	TAB 5	Murvat 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 (LRRA) 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 LRRA Board meetings are available to all persons regardless of disability. To notify the LRRA 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)

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 82nd 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

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 LRRA 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:	

<u>Lubbock Reese Redevelopment Authority</u> **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, LRRA 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: Murvat 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.
 - 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 <u>Consider Board Appointments/Reappointment</u>—

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 LRRA 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:	
LRRA 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 LRRA 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 LRRA 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 (LRRA) 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 LRRA 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 24th day of May 2023."

Approved by:

	Steve Verett, President
ATTEST:	
LRRA 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, LRRA'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 Author follows:	ity as
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 Redevelopment Authority held on May 24, 2023	g of the Board of Directors of the Lubbock Reese
Redevelopment Authority field on Way 24, 2025	o, 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 LRRA 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

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 "LRRA" 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, LRRA 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, LRRA and CITY wish to enter into the Agreement whereby LRRA 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 LRRA, may use the CITY's airfield; and

WHEREAS, LRRA 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 LRRA as follows:

ARTICLE 1 LEGAL AUTHORITY

1.1 <u>Legal Authority</u>. CITY and LRRA 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 <u>Purpose</u>. The purpose of this Agreement is to provide LRRA and/or its customer KBR, pursuant to its agreement with LRRA, non-exclusive use of the CITY's airfield (the "Project"). LRRA and/or its customer KBR agree and acknowledge that the CITY and other Tenants are also operating at the airfield location.
- 2.2 <u>Provision of Services and Duties of CITY in Connection with the Project</u>. LRRA hereby engages CITY, and CITY hereby accepts and confirms such engagement, to provide LRRA and/or

KBR, pursuant to its agreement with LRRA, use of the CITY's airfield (the "Services") upon no less than twenty-four (24) hours' notice provided by LRRA to CITY. LRRA and/or its customer KBR, pursuant to its agreement with LRRA, 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, LRRA and/or KBR acknowledge that the airfield condition is closed to any and all aircraft.

ARTICLE 3 TERM AND TERMINATION

- 3.1 <u>Initial Term</u>. 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 <u>Renewal Term</u>. 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 <u>Termination</u>. 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 <u>Fees and Expenses for Services</u>. LRRA shall pay CITY the sum of \$1,200.00 per day of use (the "Fee") of the CITY's airfield by LRRA and/or its customer KBR, pursuant to its agreement with LRRA. 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 <u>Payment of Fee.</u> LRRA shall pay CITY the total of all Fees for any given month on the 15th day of the following month.

ARTICLE 5 RELATIONSHIP OF PARTIES

5.1 <u>Relationship of Parties.</u> 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 LRRA, and LRRA 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 <u>No Exclusive Arrangement</u>. CITY acknowledges that LRRA 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 LRRA to any form of exclusive relationship with CITY.
- 5.3 The CITY, its officers, agents, and employees shall stand by LRRA and/or its customer KBR. LRRA 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, LRRA 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 LRRA and/or its customer KBR, its agents, employees or invitees.

ARTICLE 6 RECORDS, ACCOUNTS AND AUDITS

- 6.1 <u>Maintenance of Records and Accounts</u>. 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 <u>Audits</u>. Such records will be made available to either Party upon request of the other Party for audit purposes.

ARTICLE 7 MISCELLANEOUS

- 7.1 <u>Whole Agreement</u>. 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 <u>Changes and Amendments</u>. 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 <u>Assignment</u>. 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 <u>Severability</u>. 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 <u>Waiver of Breach</u>. 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 <u>Disclosure of Information</u>. 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 LRRA and/or its customer KBR, pursuant to its agreement with LRRA. CITY agrees that such records or information shall not be disclosed by CITY, its officer, agents, or employees, without the prior written consent of LRRA unless otherwise required to do so by law. Notwithstanding anything herein to the contrary, including any contrary provisions in this section, LRRA 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 <u>Notices</u>. 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:

LRRA:

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

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 <u>Construction of Agreement</u>. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Texas.
- 7.9 <u>Venue</u>. Venue shall exclusively lie in the State or Federal courts of Lubbock County, Texas.
- 7.10 <u>Counterparts</u>. 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 o	f June 2023.
LRRA:	
LUBBOCK REESE REDEVELOPMENT A	AUTHORITY
_	
By: Murvat Musa, Chief Executive Office	
Murvat Musa, Chief Executive Office	cer
Attest:	
_	
By: Tim Pierce, LRRA Board Se	ecretary
CITY:	
CITY OF ABERNATHY, TEXAS	
By:, Mayor	
Attest:	
D	
By:	
REVIEWED FOR FORM:	
City Attorney	Darrell J. Guthrie
City of Abernathy	Attorney for Lubbock Reese Redevelopment Authority

CASH BALANCES - APRIL 30, 2023

	3/31/2023			4/30/2023	Change	
General Fund Bank Accounts	\$	3,345,464	\$	3,495,301	\$	149,837
Fiber Optic Fund Checking	\$	-	\$	-	\$	-
EDA Grant Checking	\$	26,353	\$	21,585	\$	(4,768)
Capital Maintenance - Designated	\$	855,000	\$	855,000	\$	-
Petty Cash	\$	-	\$	-	\$	
Total Cash	\$	4,226,817	\$	4,371,886	\$	145,069
Accounts Receivable - G/F	\$	203,734	\$	352,852	\$	149,118
Accounts Receivable - F/O	\$	13,818	\$	20,788	\$	6,970
Total Accounts Receivable	\$	217,552	\$	373,640	\$	156,088
Total Cash & Accounts Receivable	\$	4,444,369	\$	4,745,526	\$	301,157

Aged Accounts Receivable as of 04/30/2023

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
322,744.00	22,744.00 26,706.29		8,102.67	(31.38)	373,639.38
Aged Accounts Receiva	ble as of 05/18/2023				
62.891.13	13.763.65	88.12	157.94	(31.38)	76,869.46

EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

CRICPA - AUDITORS

NEW FIBER BY B # 792

GARAGE DOORS - B # 43

CHEVRON - LEFT & RIGHT - SIGN ON AIRFIELD GATES

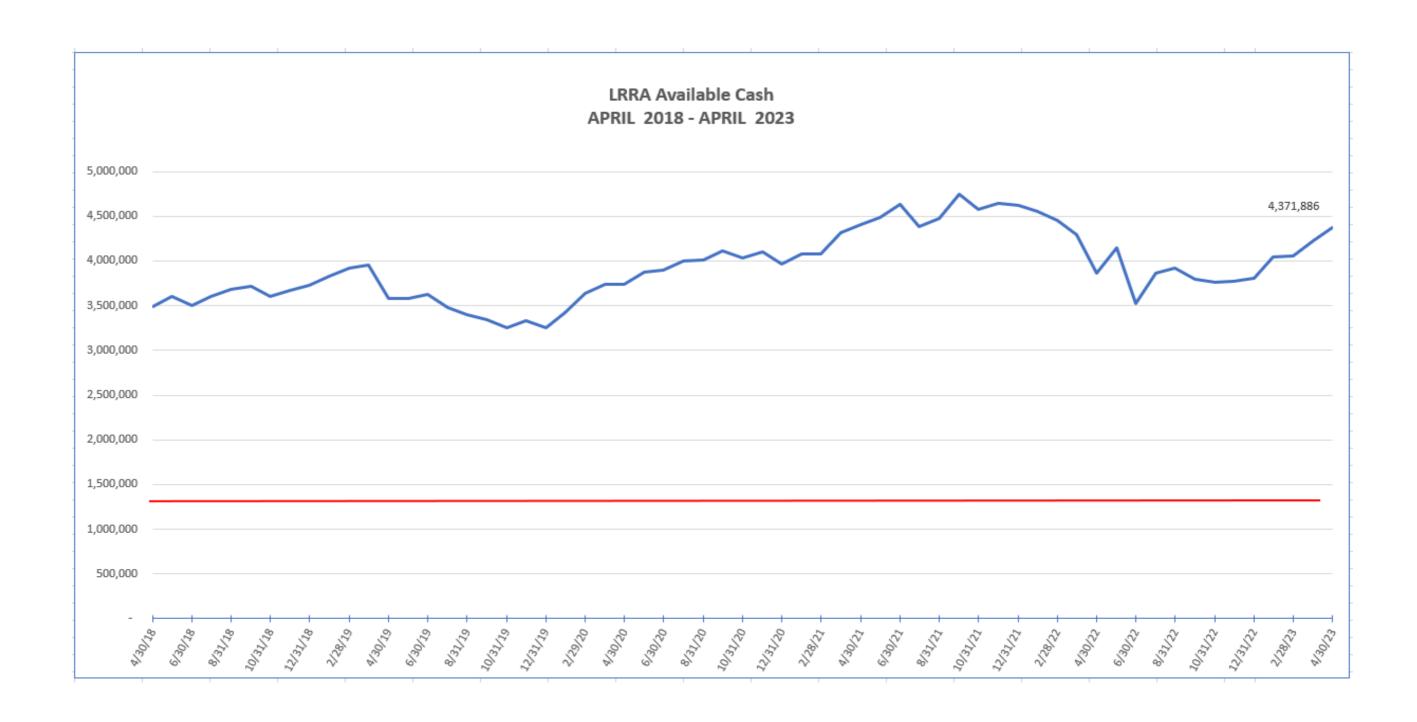
10,000.00 EXPENSES

8,804.98 CAPITALIZED

5,521.88 EXPENSES

4,747.72 CIP - EDA

\$ 29,074.58



FINANCIAL HIGHLIGHTS - APRIL 30, 2023

	Month	Month							YTD
DESCRIPTION	G/F	F/O	Month's	s Total	YTD	G/F	YTD	F/O	Total
Operating Revenue	\$ 306,405	\$ 18,694	\$	325,099	\$	1,893,767	\$	130,856	\$ 2,024,623
Other Revenue - Usage Fees	\$ 17,148	\$ 2,342	\$	19,490	\$	128,519	\$	15,814	\$ 144,333
Total Revenue	\$ 323,553	\$ 21,036	\$	344,589	\$	2,022,286	\$	146,670	\$ 2,168,956
Expenses	\$ 169,993	\$ 16,086	\$	186,079	\$	1,242,585	\$	95,837	\$ 1,338,422
		•			_				
Net Income BPSID	\$ 153,560	\$ 4,950	\$	158,510	\$	779,701	\$	50,833	\$ 830,534
Interest Income - Plus	\$ 14,571	\$ -	\$	14,571	\$	72,807	\$	_	\$ 72,807
Depreciation - Less	\$ (49,924)	\$ (3,283)	\$	(53,207)	\$	(349,471)	\$	(22,984)	\$ (372,455)
Net Income	\$ 118,207	\$ 1,667	\$	119,874	\$	503,037	\$	27,849	\$ 530,886

Balance Sheet As of 4/30/2023

		EDA Grant	Data Center /	
	General Fund	Fund	Fiber Optic Fund	Total
ASSETS				
CASH	3,495,301	21,585	_	3,516,886
DESIGNATED-CAPITAL MAINT	610,000	21,303	_	610,000
WATER INFRASTRUCTURE RESERVE	245,000	_	_	245,000
INVESTMENTS	-	_	_	,
ACCOUNTS RECEIVABLE	352,852	_	20,788	373,639
ALLOWANCE FOR DOUBTFUL	-	-	-	-
INTERFUND TRANSFERS	-	-	-	-
NOTES RECEIVABLE	3,777	-	-	3,777
CONSTRUCTION IN PROGRESS	26,194	1,713,540	-	1,739,734
PROPERTY AND EQUIPMENT, NET	6,392,196	-	126,592	6,518,788
OTHER ASSETS	140,898	-	6,859	147,757
Total ASSETS	11,266,218	1,735,124	154,239	13,155,582
I LA DAL VELEG				
LIABILITIES ACCOUNTS DAVABLE	190			100
ACCOUNTS PAYABLE ACCRUED EXPENSES		-	-	190
DEFERRED REVENUE	98,097	-	19.604	98,097
NET PENSION LIABILITIES	448,442	-	18,694	467,136
NOTES PAYABLE	(1,713)	-	-	(1,713)
	3,082	-	-	3,082
INTERFUND TRANSFERS REFUNDABLE DEPOSITS	80,581	-	223	90 902
OTHER LIABILITIES	· · · · · · · · · · · · · · · · · · ·	-	223	80,803
Total LIABILITIES	1,470 630,149		18,917	1,470 649,065
Total LIABILITIES	030,149		10,517	049,003
FUND EQUITY				
BEGINNING OF PERIOD	9,906,427	1,910,124	138,768	11,955,319
TRANSFERS IN (OUT)	206,294	(175,000)	(31,294)	-
YEAR TO DATE EARNINGS	523,348	-	27,849	551,197
Total FUND EQUITY	10,636,069	1,735,124	135,323	12,506,516
TOTAL LIABILITY AND FUND	11,266,218	1,735,124	154,239	13,155,582

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY From 10/1/2022 Through 4/30/2023

	General Fund	EDA Grant Fund	Data Center / Fiber Optic Fund	Total
OPERATING REVENUES	2,022,287	-	146,670	2,168,957
OPERATING EXPENSES	1,592,056	-	118,821	1,710,877
OPERATING INCOME(LOSS)	430,232		27,849	458,081
NONOPERATING INTEREST INCOME	72,807	-	-	72,807
TRANSFERS IN (OUT)	206,294	(175,000)	(31,294)	-
NET NONOPERATING REVENUES	279,101	(175,000)	(31,294)	72,807
INCREASE (DECREASE) IN FUND	709,332	(175,000)	(3,445)	530,887
FUND EQUITY, BEGINNING	9,906,427	1,910,124	138,768	11,955,319
FUND EQUITY, ENDING	10,615,759	1,735,124	135,323	12,486,206

SUPPLEMENTAL SCHEDULE OF REVENUES From 10/1/2022 Through 4/30/2023

		Data Center /	
	General Fund	Fiber Optic Fund	Total
LEASES	1,363,792	-	1,363,792
USAGE FEES	128,519	15,814	144,333
PBT CAM FEES	428,571	-	428,571
CONTRACT SERVICES	4,549	-	4,549
DATA CENTER / FIBER OPTIC	-	130,856	130,856
TOTAL OPERATING REVENUE	1,925,432	146,670	2,072,102
UTILITY FRANCHISE FEES	24,578	-	24,578
INSURANCE PROCEEDS	72,143	-	72,143
OTHER MISCELLANEOUS	134	-	134
TOTAL REVENUES	2,022,287	146,670	2,168,957

Statement of Revenues and Expenditures From 10/1/2022 Through 4/30/2023

	Data Center /		
	General	Fiber Optic	
_	Fund	Fund	Total
	_		
OPERATING EXPENSES			
SALARIES & TAXES	411,480	-	411,480
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	74,979	-	74,979
INSURANCE - PROPERTY & GENERAL LIABILITY	118,871	6,256	125,127
ADMINISTRATIVE EXPENSES	7,502	-	7,502
GENERAL OFFICE EXPENSES	33,675	2,199	35,874
ACCTG. & AUDITING SERVICES	10,574	-	10,574
COMPUTER SOFTWARE & MAINT.	-	23,515	23,515
INTERNET	-	12,055	12,055
LEGAL SERVICES	39,318	-	39,318
NETWORK MAINTENANCE CONTRACT	5,102	-	5,102
TRAINING & TRAVEL	10,966	-	10,966
MARKETING EXPENSES	40,382	-	40,382
OPERATIONS - GROUND MAINT. AND ENGINEERING	307,813	-	307,813
UTILITIES	181,922	42,278	224,201
DEPRECIATION EXPENSE	349,471	22,984	372,455
Total OPERATING EXPENSES	1,592,056	109,289	1,701,344

Statement of Revenues and Expenditures From 4/1/2023 Through 4/30/2023

GENERAL FUND

			Current			
	Current	Current	Month Actual			YTD Actual
	Month	Month	vs Budget		YTD	vs Budget
	Actual	Budget	Variance	YTD Actual	Budget	Variance
REVENUES						
Leases	170,904	179,167	(8,263)	1,363,792	1,254,167	109,626
PBT Cam Fees	61,224	61,200	24	428,571	428,400	171
Usage Fees	17,148	22,917	(5,769)	128,519	160,417	(31,898)
Contract Services	-	833	(833)	4,549	5,833	(1,284)
Utility Franchise Fees	2,134	2,417	(283)	24,578	16,917	7,661
Insurance Proceeds	72,143	-	72,143	72,143	-	72,143
Other-Miscellaneous	-	-	-	134	-	134
Total REVENUES	323,553	266,533	57,020	2,022,287	1,865,733	156,554
EXPENSES						
Salaries & Taxes	43,790	71,333	27,543	411,480	499,333	87,853
Benefits - Health, Retirement & Wkr's Comp	10,008	12,621	2,612	74,979	88,346	13,367
Insurance -Property & General Liabilities	16,982	18,333	1,352	118,871	128,333	9,463
Administrative Expenses	760	1,017	257	7,502	9,367	1,865
General Office Expenses	3,697	6,133	2,436	33,675	42,933	9,258
Accounting & Auditing Services	10,082	9,617	(465)	10,574	39,817	29,242
Legal Services	7,601	4,167	(3,434)	39,318	29,167	(10,151)
Network Maintenance Contract	946	667	(279)	5,102	4,667	(436)
Training & Travel	1,251	833	(417)	10,966	5,833	(5,132)
Marketing Expenses	2,930	5,333	2,404	40,382	37,333	(3,049)
Operations	44,429	49,167	4,738	307,813	344,167	36,353
Utilities	27,518	38,267	10,748	181,922	200,867	18,944
Total EXPENSES	169,993	217,488	47,495	1,242,585	1,430,163	187,578
NIBPSID	153,560	49,046	104,515	779,703	435,571	344,132
NON ODED ATING DEVENIE						
NON OPERATING REVENUE	14571	022	12.727	72.007	<i>5</i> 022	((, 0.72
Interest Income	14,571	833	13,737	72,807	5,833	66,973
Total NON OPERATING REVENUE	14,571	833	13,737	72,807	5,833	66,973
DEPRECIATION						
Depreciation Expense	(49,924)	(50,000)	76	(349,471)	(350,000)	529
Total DEPRECIATION	(49,924)	(50,000)	76	(349,471)	(350,000)	529
Increase (Decrease) In Fund Equity	118,207	(121)	118,328	503,038	91,404	411,634

GENERAL FUND

Explanation of Significant Budget Variances

2023 APRIL

	<u> </u>	Month Variance	YTD Variance	Explanations	Projected Outcome at Year End
Revenues, Leases	4200, 4201	\$ (8,263)	\$ 109,626	Reclass JV from REVENUE TO DEFERRED from last month	Year End is expected to be over budget.
Expenses, Salaries & Taxes	5100, 5110	\$ 27,543	\$ 87,853	Payroll is missing the MBD salary and ADMIN Coordinator wage	Year End is expected to be under budget
Expenses, Accounting & Auditing Services	5700	\$ (465)	\$ 29,242	Audit costs have not been billed	Year End is expected to be on budget.

Statement of Revenues and Expenditures From 4/1/2023 Through 4/30/2023

DATA CENTER / FIBER OPTIC FUND

			Current			
	Current	Current	Month Actual			YTD Actual vs
	Month	Month	vs Budget			Budget
	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
·						
REVENUES						
Usage Fees	2,342	2,250	92	15,814	15,750	64
Fiber Optic/Wireless Income	18,694	17,500	1,194	130,856	122,500	8,356
Total REVENUES	21,036	19,750	1,286	146,670	138,250	8,420
EXPENSES						
Insurance -Property & General Liabilities	894	917	23	6,256	6,417	160
General Office Expenses	314	317	3	2,199	2,217	
Computer Software & Maintenance	2,941	3,833	_	23,515	26,833	3,318
Internet	1,722	1,833	111	12,055	12,833	778
Building Maintenance & Repairs	2,938	833		9,533	5,833	(3,699)
Utilities	7,277	6,442	(835)	42,278	45,092	2,813
Total EXPENSES	16,086	14,175	(1,911)	95,837	99,225	
NIBPSID _	4,950	5,575	(625)	50,833	39,025	11,808
-	<u> </u>	<u> </u>			<u> </u>	,
DEPRECIATION						
Depreciation Expense	(3,283)	(2,917)	(367)	(22,984)	(20,417)	(2,568)
Total DEPRECIATION _	(3,283)	(2,917)	(367)	(22,984)	(20,417)	(2,568)
Increase (Decrease) In Fund Equity	1,667	2,658	(992)	27,849	18,608	9,241

FIBER OPTIC FUND

Explanation of Significant Budget Variances

2023 APRIL

	Month '	Variance Y	TD Variance	Explanations	Projected Outcome at Year End
EXPENSES, Building Maintenance & Repairs	\$	(2,105) \$	(3,699)	CRAC UNIT - MOTOR	Year End is expected to be over budget

COMBINED FUNDS

	Current	Current	Current Month			
	Month	Month	Actual vs Budget			YTD Actual vs
_	Actual	Budget	Variance	YTD Actual	YTD Budget	Budget Variance
REVENUES						
Leases	170,904	179,167	(8,263)	1,363,792	1,254,167	109,626
PBT Cam Fees	61,224	61,200	24	428,571	428,400	171
Usage Fees	19,490	25,167	(5,677)	144,333	176,167	(31,834)
Contract Services	-	833	(833)	4,549	5,833	(1,284)
Utility Franchise Fees	2,134	2,417	(283)	24,578	16,917	7,661
Insurance Proceeds	72,143	-	72,143	72,143	-	72,143
Other-Miscellaneous	-	-	-	134	-	134
Fiber Optic/Wireless Income	18,694	17,500	1,194	130,856	122,500	8,356
Total REVENUES	344,589	286,283	58,306	2,168,957	2,003,983	164,974
EXPENSES						
Salaries & Taxes	43,790	71,333	27,543	411,480	499,333	87,853
Benefits - Health, Retirement & Wkr's Comp	10,008	12,621	2,612	74,979	88,346	13,367
Insurance -Property & General Liabilities	17,875	19,250	1,375	125,127	134,750	9,623
Administrative Expenses	760	1,017	257	7,502	9,367	1,865
General Office Expenses	4,012	6,450	2,438	35,874	45,150	9,276
Accounting & Auditing Services	10,082	9,617	(465)	10,574	39,817	29,242
Computer Software & Maintenance	2,941	3,833	893	23,515	26,833	3,318
Internet	1,722	1,833	111	12,055	12,833	778
Legal Services	7,601	4,167	(3,434)	39,318	29,167	(10,151)
Network Maintenance Contract	946	667	(279)	5,102	4,667	(436)
Training & Travel	1,251	833	(417)	10,966	5,833	(5,132)
Marketing Expenses	2,930	5,333	2,404	40,382	37,333	(3,049)
Operations	44,429	49,167	4,738	307,813	344,167	36,353
Building Maintenance & Repairs	2,938	833	(2,105)	9,533	5,833	(3,699)
Utilities	34,795	44,708	9,913	224,201	245,958	21,758
Total EXPENSES	186,079	231,663	45,584	1,338,422	1,529,388	190,966
NIBPSID =	158,511	54,621	103,890	830,536	474,596	355,940
NON OPERATING REVENUE						
Interest Income	14,571	833	13,737	72,807	5,833	66,973
Total NON OPERATING REVENUE	14,571	833	13,737	72,807	5,833	66,973
DEDDECLATION						
DEPRECIATION Depreciation Fundament	(52.200)	(50.017)	(201)	(272 455)	(270 417)	(2.020)
Depreciation Expense	(53,208)	(52,917)	(291)	(372,455)	(370,417)	(2,039)
Total DEPRECIATION	(53,208)	(52,917)	(291)	(372,455)	(370,417)	(2,039)
Increase (Decrease) In Fund Equity	119,873	2,537	117,336	530,887	110,012	420,875

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

	Current Month Prior Year's				Prior Year's	
	Actual	Month Actual	Variance	YTD Actual	YTD Actual	Variance
REVENUES						
Leases	170,904	161,718	9,186	1,363,792	1,150,860	212,932
PBT Cam Fees	61,224	60,024	1,200	428,571	420,168	8,403
Usage Fees	19,490	33,510	(14,020)	144,333	158,768	(14,435)
Contract Services	-	2,015	(2,015)	4,549	5,005	(456)
Utility Franchise Fees	2,134	2,190	(56)	24,578	22,081	2,497
Insurance Proceeds	72,143	47	72,096	72,143	4,022	68,121
Other-Miscellaneous	-	- -		134	-	134
Fiber Optic/Wireless Income	18,694	19,944	(1,250)	130,856	132,329	(1,473)
Total REVENUES		279,447	65,142	2,168,957	1,893,233	275,724
EVDENCES						
EXPENSES Salaries & Taxes	43,790	52.074	(9.294)	411,480	552 202	(141.722)
		52,074	(8,284) 358		553,203 68,926	(141,723)
Benefits - Health, Retirement & Wkr's	10,008 17,875	9,650 16,432	1,443	74,979 125,127	115,025	6,053 10,102
Insurance -Property & General Liabilities	760	•	•	·	•	87
Administrative Expenses General Office Expenses	4,012	1,573 7,418	(813) (3,406)	7,502 35,874	7,415 40,666	
Accounting & Auditing Services	10,082	2,200	7,882	10,574	13,832	(4,792)
Computer Software & Maintenance	2,941	2,200	7,002	23,515	21,436	(3,258) 2,079
Internet	1,722	1,722	-	12,055	12,055	2,079
Legal Services	7,601	5,917	1,684	39,318	23,725	15,593
Network Maintenance Contract	946	455	491	5,102	3,821	1,281
Training & Travel	1,251	105	1,146	10,966	6,268	4,698
Marketing Expenses	2,930	7,342	(4,412)	40,382	31,914	8,468
Operations	44,429	107,925	(63,496)	307,813	832,450	(524,637)
Building Maintenance & Repairs	2,938	107,723	2,938	9,533	9,681	(148)
Utilities Utilities	34,795	45,834	(11,039)	224,201	226,640	(2,439)
Total EXPENSES		261,588	(75,509)	1,338,422	1,967,057	(628,635)
AMPROED.	150 511	4= 0=0	110.55	222 724	(50.00.1)	22126
NIBPSID	158,511	17,859	140,652	830,536	(73,824)	904,360
NON OPERATING REVENUE						
Interest Income	14,571	816	13,755	72,807	6,370	66,437
Total NON OPERATING REVENUE	·	816	13,755	72,807	6,370	66,437
DEDDECLATION						<u></u>
DEPRECIATION	(52.200)	(47.005)	(5.212)	(272 455)	(225.060)	(2.6.407)
Depreciation Expense	(53,208)	(47,995)	(5,213)	(372,455)	(335,968)	(36,487)
Total DEPRECIATION	(53,208)	(47,995)	(5,213)	(372,455)	(335,968)	(36,487)
Increase (Decrease) In Fund Equity	119,873	(29,320)	149,193	530,887	(403,422)	934,309



MAY 2023 EVENTS & ACTIVITIES

DATE	EVENT
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
June 8 – 11	TCMA Conference – Allen, TX
June 13	EDA – SPAG Visit, Jorge Ayala, Regional Director
Tuesday, June 27	LRRA Board of Directors Meeting
	May 2, 2023 May 18, 2023 May 24, 2023 May 29, 2023 June 8 – 11 June 13