


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

Date: Wednesday, December 11, 2024  
Time: 8:00 a.m.  
Place: Reese Technology Center, LRRRA Board Room, 9801 Reese Blvd, Suite 200, Lubbock, TX 79416

Time: 8:00 a.m.

AGENDA ITEMS	TAB	SPEAKER
Call the Meeting to Order		Tim Pierce
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	Tim Pierce
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>• Service Technician</li> <li>• Operations, Marketing, Customer Care 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  Murvat Musa  Murvat Musa  Darrell Guthrie
3. Action Item – Consider Minutes of the October 30, 2024, Board of Directors Meeting and the November 26, 2024, Executive Committee/Compensation Committee Meeting	TAB 3	Tim Pierce
4. Action Item – Consider Lease for South Plains Association of Governments for Firing Range and Driving Course	TAB 4	George McMahon
5. Discussion Item – Financial Reports	TAB 5	Sandy Hamilton

6. Discussion Item – Reese Events & Activities	TAB 6	Murvat Musa
Adjourn the Meeting		Tim Pierce
<p>Lubbock Reese Redevelopment Authority (LRRRA) will post this meeting agenda on its front doors and on its website at <a href="http://www.reesetechnologycenter.com/agendas/">http://www.reesetechnologycenter.com/agendas/</a> by 5:00 p.m., Friday, December 6, 2024.</p> <div style="text-align: center;">  </div> <p>by: _____ Murvat Musa, ED/CEO</p> <p>The LRRRA Board meetings are available to all people 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.</p>		

ITEM 1

# Citizen Comments

ITEM 2

# EXECUTIVE SESSION

Information to be provided at  
meeting  
(if applicable)

**Lubbock Reese Redevelopment Authority**  
**Minutes of the Regular Meeting and Annual Meetings of the Board of Directors**  
**October 30, 2024**

The Lubbock Reese Redevelopment Authority held its Regular and Annual Meetings at 8:00 a.m. October 30, 2024, at the Reese Technology Center, LRRRA Board Room, 9801 Reese Boulevard, Suite 200, Lubbock, TX 79416.

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

**MEMBERS PRESENT**

Tim Pierce, President	John Tye	Brian Kimberly
George McMahan, Secretary/Treasurer	Jeff Mustin	Julie Holladay

**MEMBERS ABSENT**

John Hamilton, Vice President

**OTHERS PRESENT**

**Reese Staff:**

Murvat Musa	CEO/Executive Director
Chris Evans	Operations Manager
Sandy Hamilton	Accounting Manager
Andrea Hamilton	Operations, Customer Care, & Marketing Coordinator
Cecilia Davila	Administrative Assistant

**Legal Counsel:** Darrell Guthrie

**Visitors:** None

**Call the meeting to order.**

Tim Pierce called the meeting to order at 8:02 a.m.

**ITEM 1      LRRRA Board Officers Were Elected for Fiscal Year 2025 for President, Vice-President, and Treasurer/Secretary**

Jeff Mustin moved to nominate Tim Pierce, John Hamilton, and George McMahan for President, Vice President and Treasurer/Secretary, respectively. John Tye seconded; the motion passed 6-0.

**ITEM 2**      **LRRA Committee Assignments for FY2025**

Tim Pierce assigned the LRRA Committees for FY2025 as follows:

Lease Review Committee: Chair George McMahan, Vice-Chair Brian Kimberly

Compensation Committee: Chair Tim Pierce, Vice-Chair John Hamilton, Member George McMahan

Major Real Estate Resolutions Committee: Chair John Tye, Vice-Chair, Jeff Mustin, Member George McMahan

**ITEM 3**      **Citizen Comments**

Tim Pierce called for any citizen comments. There were none.

**ITEM 4**      **Executive Session**

Tim Pierce called the Executive Session to order at 8:05 a.m.

- a. Held 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. Held an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.074(a), Deliberations Regarding Personnel Matters.

Executive Director  
Manager of Accounting  
Manager of Operations  
Operations, Customer Care, Marketing Coordinator  
Operations Lead  
Service Technician  
Service Technician  
Service Technician  
Administrative Assistant  
Board of Directors

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

No action taken in the Executive Session.

**Reconvene the Board of Directors Meeting**

Tim Pierce adjourned the Executive Session at 10:38 a.m. and reconvened Open Session at 10:47 a.m.

**ITEM 5      Approved the Minutes of September 25, 2024, Board of Directors Meeting**

George McMahan moved to approve the minutes of September 25, 2024, Board of Directors Meeting; Brian Kimberly seconded; the motion passed 5-0.  
John Tye was not present for the vote.

**ITEM 6      Financial Reports,**

Sandra Hamilton presented the September financial reports and Murvat Musa presented the 4<sup>th</sup> Quarter Investments and Collateralization Report.

**ITEM 7      Reese Events and Activities**

Murvart Musa presented Reese Technology Center activities and upcoming events to the Board of Directors.

**Adjournment**

Tim Pierce adjourned the meeting at 10:55 a.m.

Content of minutes agreed to and approved by:

Approved by \_\_\_\_\_  
Tim Pierce, President

ATTEST:

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

**LUBBOCK REESE REDEVELOPMENT AUTHORITY  
EXECUTIVE / COMPENSATION COMMITTEE MEETING MINUTES  
November 26, 2024**

The Lubbock Reese Redevelopment Authority held a meeting of the Executive / Compensation Committee of the Board of Directors at 9:00 a.m. on Tuesday, November 26, 2024, at South Plains Association of Governments, 1323 58<sup>th</sup> Street, Lubbock, TX 79412.

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

**Members Present:** Tim Pierce John Hamilton George McMahan

**Members Absent:** None

**Others Present**

**Reese Staff:** Murvat Musa

**Legal Counsel:** None

**Others:** None

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**Call the meeting to order**

Tim Pierce called the meeting to order at 9:03 a.m.

Tim Pierce called the Executive Session to order at 9:03 a.m.

1. Citizen Comments:  
Tim Pierce called for any citizen comments. There were none.
2. Hold an Executive Session, in accordance with V.T.C.A. Government Code, Section 551.074(a), Deliberations Regarding Personnel Matters:
  - a. CEO/Executive Director
  - b. Manager of Accounting
  - c. Manager of Operations
  - d. Operations Lead
  - e. Service Technician
  - f. Service Technician
  - g. Service Technician
  - h. Operations, Marketing, Customer Care Coordinator
  - i. Administrative Assistant

No action was taken in Executive Session.



Tim Pierce adjourned the Executive Session and the meeting at 10:21a.m.

Content of minutes agreed to and approved by:

Approved by \_\_\_\_\_  
Tim Pierce, Compensation Committee Chairman

ATTEST:

\_\_\_\_\_  
LRRRA Compensation Committee Member

**Agenda Item 4**  
**Executive Summary**  
**SPAG Firing Range**

The Lease Review Committee has reviewed and supports the following new lease. A copy of the deal sheet and lease are attached for your review.

South Plains Association of Governments (SPAG) has been a customer and important partner of Reese since our inception. This is a renewal for the lease of the Firing Range, including Site # 60804 – Small Arms Firing Range and Driving Course, comprised of 8 acres of concrete on the north side of the airfield apron.

The lease term is for three years with one 3-year extension period. Currently SPAG pays \$632.65 per month for both spaces. This renewal reflects basically no increase starting out at \$635.00 per month for the first three years. The renewal year will have a 3% increase. This is due to SPAG's limited state and federal funding.

Staff are recommending Board approval for this lease.



## Deal Sheet

South Plains Association of Governments – SPAG  
Firing Range and Driving Course  
“Subject to Board Approval”

November 12, 2024

### Prospective Tenant:

South Plains Association of Governments – SPAG Police Academy

### Premises:

Firing Range, to include Site No. 60804 and Driving Course, see Site Plan below.

### Background:

SPAG, a long-term partner of Reese, has been leasing the firing range and driving course for its police academy since 2009. This new agreement is needed as their current agreement will expire on January 31, 2025.

### Type of Lease:

Modified Gross Lease

### Term:

This lease is for three years with one option to extend for an additional three years.

### Rent:

SPAG currently pays monthly rent of \$423.88 for the firing range and \$208.77 for the driving course. Due to the nature of SPAG’s funding from state and federal sources, rent will be fixed for the initial three years, then increase in the option year by 3%. The rental schedule is as follows:

Lease Years	Total Annual Base Rent	Total Monthly Base Rent
Initial Term, Year 1 – Firing Range	\$5,100.00	\$425.00
Initial Term, Year 1 – Driving Course	\$2,520.00	\$210.00
<b>Total</b>	<b>\$7,620.00</b>	<b>\$635.00</b>
Initial Term, Year 2 – Firing Range	\$5,100.00	\$425.00
Initial Term, Year 2 – Driving Course	\$2,520.00	\$210.00
<b>Total</b>	<b>\$7,620.00</b>	<b>\$635.00</b>

Initial Term, Year 3 – Firing Range	\$5,100.00	\$425.00
Initial Term, Year 3 – Driving Course	\$2,520.00	\$210.00
<b>Total</b>	<b>\$7,620.00</b>	<b>\$635.00</b>
Renewal, Year 1– Firing Range	\$5,253.00	\$437.75
Renewal, Year 1– Driving Course	\$2,595.60	\$216.30
<b>Total</b>	<b>\$7,848.60</b>	<b>\$654.05</b>
Renewal, Year 2 – Firing Range	\$5,253.00	\$437.75
Renewal, Year 2 – Driving Course	\$2,595.60	\$216.30
<b>Total</b>	<b>\$7,848.60</b>	<b>\$654.05</b>
Renewal, Year 3 – Firing Range	\$5,253.00	\$437.75
Renewal, Year 3 – Driving Course	\$2,595.60	\$216.30
<b>Total</b>	<b>\$7,848.60</b>	<b>\$654.05</b>

**Termination Option:**

None

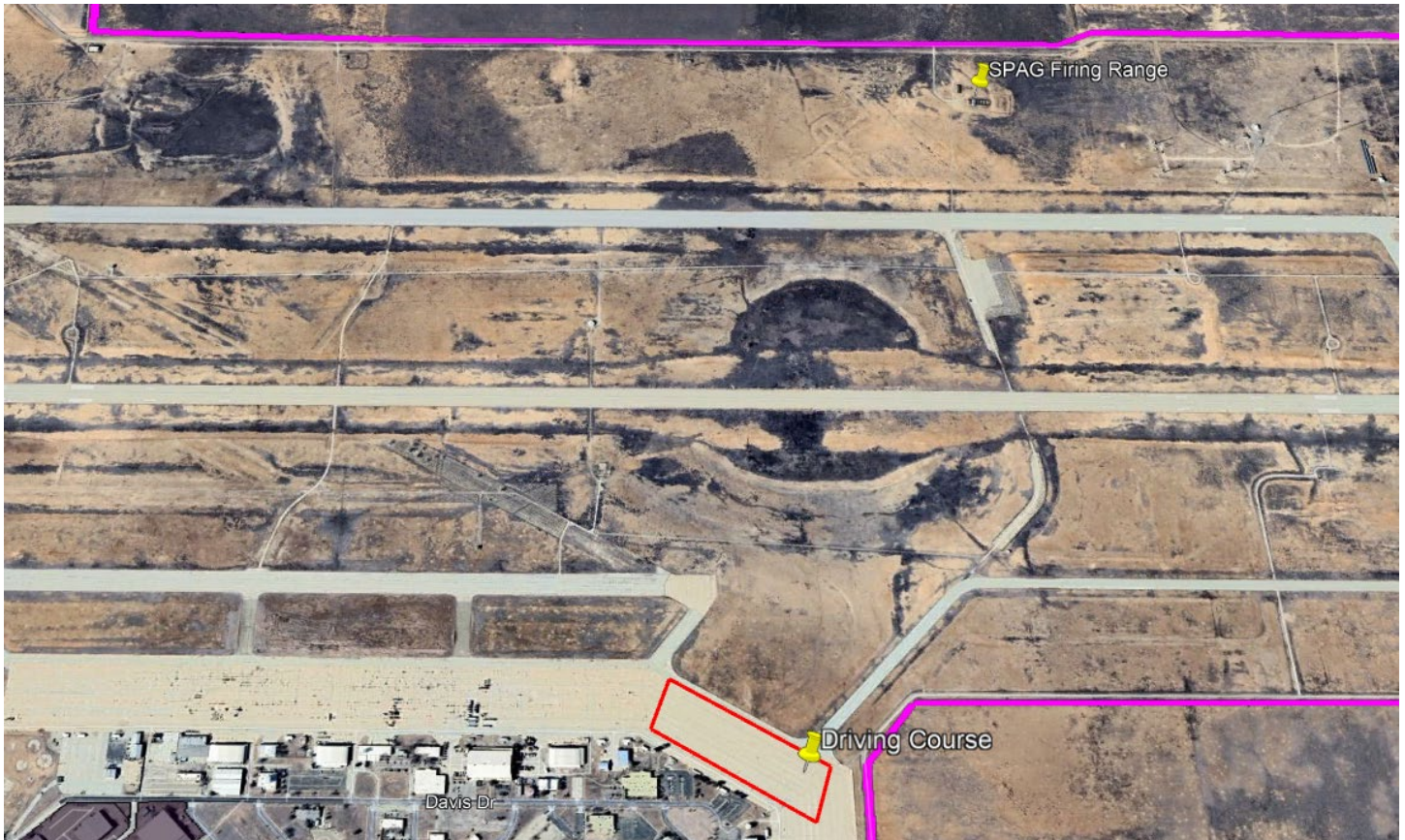
**Security Deposit:**

Landlord will retain the previously paid security deposit of \$400.

**Utilities:**

Tenant is responsible for all utilities to be paid directly to the providers.

**Site Plan**



**STANDARD INDUSTRIAL LEASE**

**BETWEEN**

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

**AS LANDLORD**

**AND**

**SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, a Political Subdivision of the  
State of Texas**

**AS TENANT**

**FOR PREMISES LOCATED AT**

**Reese Technology Center**

**Firing Range, to include Site No. 60804, and Driving Course**

**West Airfield Area, Northeast Taxiway Area**

**Lubbock, Texas 79416**

## **STANDARD INDUSTRIAL LEASE**

This Standard Industrial Lease (the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between LUBBOCK REESE REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas (hereinafter referred to as "Landlord") and SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, a political subdivision of the State of Texas (hereinafter referred to as "Tenant").

### **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: South Plains Association of Governments, whose Federal Taxpayer Identification Number is 75-1285200.

(d) Tenant Address: c/o Tim Pierce, 1323 58<sup>th</sup> Street, Lubbock, TX 79412.

(e) Guarantors: Not applicable.

(f) Guarantors' Addresses: 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: The facility commonly known as the Small Arms Firing Range, to include Site #60804, and containing a total of approximately 3,521 square feet of enclosed area, attached thereto and identified as the "Premises" on the site plan attached hereto as **Exhibit A** (the "Site Plan"); and that approximate 8 acres of concrete non-exclusively utilized by Tenant located on the north corner of the Reese airfield apron, which is identified as the "Driving Course" on the site plan attached hereto as **Exhibit B** (the "Driving Course Site Plan"). Collectively, the Small Arms Firing Range and the Driving Course shall be considered the Premises.

(i) Initial Term (Years): Three (3) Years.

(j) Extensions: One (1) extension period of three (3) years, subject to the rights set forth in Section 1(k).

(k) Option to Extend Term: Tenant shall have one (1) renewal option of three (3) years, such option 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 and eighty (180) days prior to expiration of the Initial 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%) once at the time 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."

(l) Delivery Date: February 1, 2025.

(m) Commencement Date: February 1, 2025.

(n) Termination Date: January 31, 2028.

(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 Projects Common Areas, except as otherwise provided in this Lease. Said Base Rent does not include, and Tenant shall pay for, groundskeeping expenses, mowing expenses, parking, insurance, and any other charges incurred with respect to the Premises, whether provided in this Lease or not. Further, 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.

<u>Initial Term Lease Years</u>	<u>Total Annual Base Rent</u>	<u>Total Monthly Base Rent</u>	<u>Annual Base Rent Per Square Foot of Floor Area of the Premises</u>
1	Firing Range – \$5,100.00 Driving Course – \$2,520.00	\$425.00 \$210.00	N/A
2	Firing Range – \$5,100.00 Driving Course – \$2,520.00	\$425.00 \$210.00	N/A
3	Firing Range – \$5,100.00 Driving Course – \$2,520.00	\$425.00 \$210.00	N/A

In the event the Landlord terminates Tenant's right to use the Driving Course, Tenant would be relieved from payment for that portion of the Lease.

(p) Security Deposit: Landlord shall retain Tenant's previous security deposit. of \$400.00. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

(q) Termination: Landlord shall have the right to terminate this Lease or terminate this Lease as it pertains to the Driving Course at any time during the initial term of the Lease or during



any ensuing extension, renewal or alteration of this Lease by providing written notice to Tenant not less than one hundred twenty (120) days prior to the requested termination date (the "Landlord's Early Termination Date"). Tenant shall have the right to terminate this Lease at any time during the initial term of the Lease or during any ensuing extension, renewal or alteration of this Lease by providing written notice to Landlord not less than one hundred twenty (120) days prior to the requested termination date (the "Landlord's Early Termination Date"). It is expressly understood and agreed that these Termination options are included to protect both Landlord and Tenant due to Tenant's reliance on grant funding to pay Rent under the terms of the Lease.

(r) Early Termination Fee: [NOT APPLICABLE]

(s) Permitted Use: Tenant may use the Premises for the purpose of a small arms firing range, classes and instruction associated with the firing range, storage of equipment, and driving training (collectively, "Permitted Use").

(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 of the Project, including parking lots. Landlord has the exclusive control over and right to manage the Common Areas.

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

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

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

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

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

(a) Rent. Tenant agrees to pay to Landlord the Base Rent, Additional Rent, and any Utility charges billed by the Landlord set forth in Sections 1(o) and 8(a), respectfully, in advance, on the 1st day of each calendar month during the Term, without deduction or setoff, commencing on the Commencement Date (as defined in Section 1(m)).

(b) Rent Invoices. All invoices from Landlord to Tenant for any Rent, Additional Rent, or any Utility charges billed by the Landlord 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**

Based upon Tenant's representations, Landlord understands that Tenant is a tax-exempt entity. Therefore, the following provisions of this Section 4 are applicable only if the tax-exempt status of Tenant is subsequently modified during the Term.

(a) Real Estate Taxes. Tenant will pay or cause to be paid to the appropriate governmental authorities, prior to delinquency, all Real Estate Taxes. "Real Estate Taxes" means all real property taxes and assessments that become due and payable during the Term and are assessed by the applicable taxing governmental authority against the Premises.

(b) Other Taxes. At the present time the Landlord and Tenant are not taxable entities, and are exempt from ad valorem taxes. However, if the Premises become taxable at some point in the future during the Term, then Tenant agrees that in addition to the Rent due hereunder, to the fullest extent permitted by Texas law, then the following provisions shall apply: 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. In addition, 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

### **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.

(3) Obey (i) all applicable federal, state, and local laws relating to the use, condition, and occupancy of the Premises; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises; and (iii) any rules and regulations for the Premises and Common Areas adopted by Landlord, to include the Reese Technology Center

Covenants, Restrictions, and Landscape Standards, as amended, and as may be amended from time to time by Landlord.

(4) Pay a late charge of five (5) percent of any Rent or Additional Rent not received by Landlord by the fifth day after it is due.

(5) Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

(6) Repair, replace, and maintain any part of the Premises that Landlord is not explicitly 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) TO THE EXTENT PERMITTED BY STATE OR FEDERAL LAW, 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 ARISING FROM TENANT'S ACCESS TO, PRESENCE ON, OR USE OF THE PREMISES OR PROJECT. 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.

(15) Notwithstanding Section 10 of this Lease, ensure that the Premises are properly maintained; all Federal, State, and local environmental regulations and statutes are adhered to at all times; and at the end of the lease term any necessary environmental clean-up is completed in compliance with all Federal, State, and local environmental regulations and statutes.

(16) Submit in writing to Landlord any request for use of the Driving Course at least seventy-two (72) hours prior to the event. Without receipt of such notice, Landlord may exercise remedies set forth in Section 12(h). Landlord shall not unreasonably deny Tenant requests.

(17) Tenant acknowledges and agrees that Landlord has notified Tenant that three (3) or more commercial grade wind turbines are or shall be located on the westernmost boundary of the Project, to the west of the westernmost runway of the Project. Tenant acknowledges that such wind turbines generate noise, vibration, air turbulence, wake, shadow flicker, electromagnetic interference, and could interfere with television reception, audio, visual, view, or light, or cause other interference, and Tenant releases and holds Landlord harmless from any claim for damages, losses, liabilities, losses of rent, business opportunities, profits and the like that may result from the normal operation of the wind turbines on the Project.

**(b) Tenant agrees not to—**

(1) Use the Premises for any purpose other than the Permitted Use.

(2) Create a nuisance.

(3) Interfere with any other tenant's normal business operations or Landlord's management of the Premises or Project.

(4) Use the Premises in any way that would increase insurance premiums or void insurance on the Premises or the Project.

(5) Change Landlord's lock system.

(6) Allow a lien to be placed on the Premises.

(7) Assign this lease or sublease any portion of the Premises without Landlord's prior express written consent.

(8) Use the roof on the Premises, except as may be specifically authorized in writing by the Landlord.

(9) Place any signs on the Premises without Landlord's written consent.

(10) Bring suit against Landlord in connection with any claim or suit arising pursuant to Section 5(a)(13).

(11) Use any portion of the Premises for wind energy development or the installation or use of any facilities related to wind energy development or generation.

(12) Interfere with the wind energy project being conducted on the westernmost boundary of the Project.

(13) Take any action that shall significantly interfere with or impair the availability, accessibility, flow, frequency or direction of air and wind over and above any portion of the Premises or the Project.

(14) Take any action that in any way interferes with or impairs the transmission of electric, electromagnetic or other forms of energy to or from the wind energy project or interferes with or impairs Landlord's wind energy tenant's access to the wind energy project.

## **6. LANDLORD COVENANTS**

### **(a) Landlord agrees to –**

(1) Lease to Tenant the Premises, or premises of similar quality, suitable for Tenant's Permitted Use on the Reese Technology Center campus, for the entire Term beginning on the Delivery Date and ending on the Termination Date or Landlord's Early Termination Date.

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

(3) 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) 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.

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

(a) Payment of Utility Bills. Subject to Section 3(a), Tenant will promptly pay all charges for electricity, water, gas, telephone service, sewer service, and other utilities furnished to the Premises directly to the utility providing such service or to the Landlord, if Tenant is billed by the Landlord for such services within thirty (30) days after Tenant's receipt of a written invoice.

(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. Subject to Landlord's right to designate a new enclosed space, if more than fifty percent (50%) of the floor area of Site No. 60804 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 fifty percent (50%) of the floor area of Site No. 60804 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.

## **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 (as defined below). 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 Deeds Without Warranty Between the United States of America and Landlord recorded in the Real Property Records of Lubbock County, Texas. 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. To the extent permitted by State or Federal law, 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 13(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.

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

Landlord shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property, which Tenant may place or cause to be placed upon the Premises. Landlord and Tenant waive any requirement of contents insurance, or property casualty coverage on the Premises. Landlord will maintain a policy or policies of comprehensive general liability insurance insuring Landlord against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Premises, and other improvements associated with the land upon which the Premises are located, and any other losses caused by or related to the duties and obligations of Landlord under this Lease.

Landlord acknowledges that, because Tenant is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Tenant (other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of Tenant is provided by Tenant as mandated by the provisions of *Texas Labor Code*, Chapter 504. Landlord further acknowledges that State agencies are prohibited, by the General Appropriations Act, from expending any funds appropriated by that Act for purchasing policies of insurance covering claims arising under the Texas Tort Claims Act. Tenant shall therefore have no obligation under this Lease to purchase policies of insurance, which cover claims arising under the Texas Tort Claims Act. No insurance carrier of either party shall have a right of subrogation against the other party to this Lease.



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.

(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, to include personal property of third parties stored as part of Tenant's business, 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 PREMISES OR 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. 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 Additional Rent and Landlord's covenants are independent. Except as otherwise provided, 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 or Additional 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.

(9) failure by Tenant to submit written requests to Landlord for Driving Course as defined in Section 5(a)(16).

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 nondefaulting 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(o) for the twelve (12) month period prior to expiration of the Term and Additional Rent, except that thereafter either Landlord or Tenant may terminate this Lease upon thirty (30) days' notice to the other; provided that Landlord, by the terms hereof, is not deemed to consent to any such holdover by Tenant and may exercise all rights provided by law to remove Tenant from the Premises upon giving Tenant the notice described herein.

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

**LANDLORD:**

Lubbock Reese Redevelopment Authority  
9801 Reese Boulevard  
Suite 200  
Lubbock, Texas 79416  
Attn: Executive Director  
Telephone: (806) 885-3597

**TENANT:**

South Plains Association of Governments  
c/o Tim Pierce  
P.O. Box 3730  
Freedom Station  
Lubbock, TX 79452-3730  
Telephone: (806) 762-8721 or (806) 687-8950  
Fax: (806) 765-9544  
[tpierce@spag.org](mailto:tpierce@spag.org)

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 written 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.

r. Assignment by Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease, provided the assignee expressly assumes all obligations of Landlord hereunder.

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

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

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

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

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

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

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

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

aa. Chapter 2271 of the Texas Government Code. Tenant acknowledges that in accordance with Chapter 2271 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 affect on Tenant's ability to operate in the Premises or which will adversely affect access to the Premises.

### **14. SECURITY CONDITIONS**

Landlord and Tenant acknowledge and agree that the Project is located on property formerly owned and operated by the United States Air Force as the Reese Air Force Base, and that certain portions of the Project have been previously utilized by local, state and federal governmental entities (hereinafter, “the Government”) in times of state or national emergencies to provide temporary evacuation shelters and other such uses. Additionally, Landlord has other tenants of the Project that require controlled access to the Airfield during certain operations. Landlord represents that the Government may continue to utilize the Project during the Term of this Lease in times of state or national emergency (with or without Landlord’s express consent), and other tenants of the Project, when approved by the Landlord, may require controlled access to the Airfield, and that such use could adversely affect Tenant’s ability to access the Premises and/or use the Common Areas due to additional security measures; provided, however, that such adverse

impact shall only delay and shall not unreasonably deny access by Tenant to the Premises.

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

The execution of this Agreement by Landlord shall not be considered a waiver of Landlord's sovereign immunity to suit.

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

LUBBOCK REESE  
REDEVELOPMENT AUTHORITY  
("Landlord")

SOUTH PLAINS ASSOCIATION OF  
GOVERNMENTS  
("Tenant")

\_\_\_\_\_  
By: Murvat Musa, CEO

\_\_\_\_\_  
By: Tim Pierce  
Its: Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





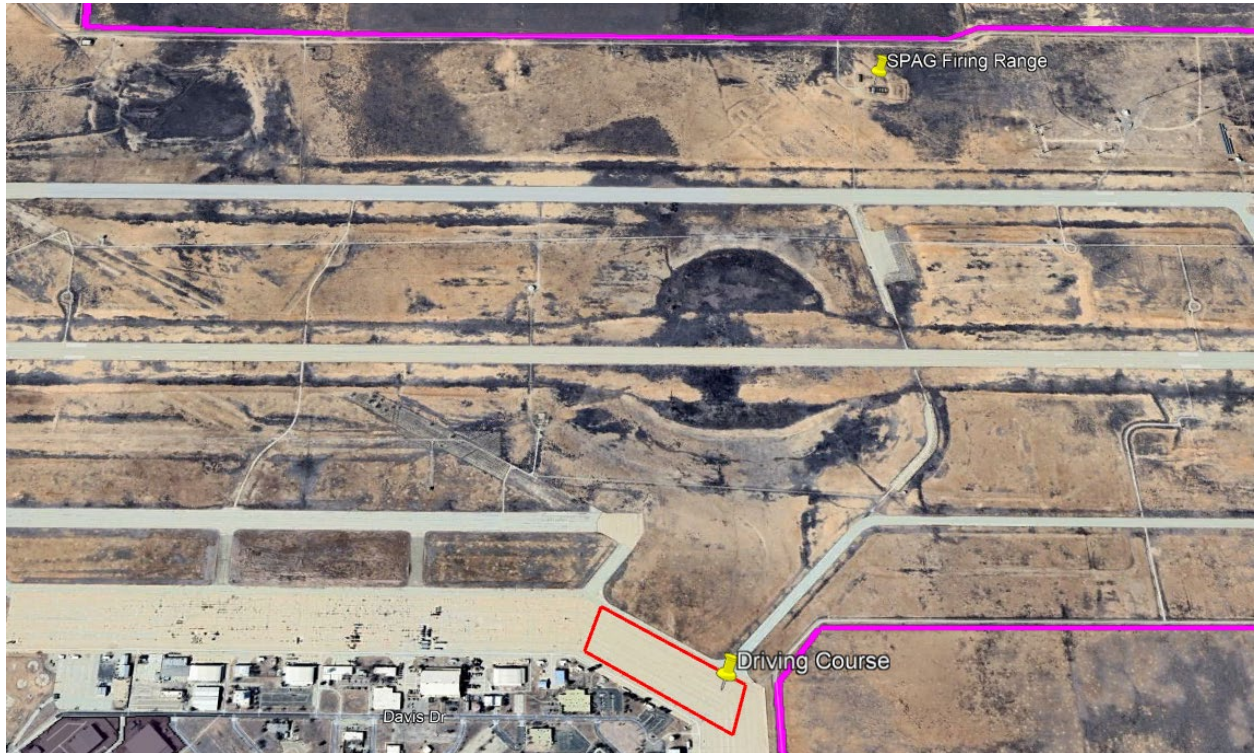
## EXHIBIT A

### Firing Range Site Plan



**EXHIBIT B**

**Driving Course Site Plan**



**BOARD ACTION ITEM #2024-1211-002**  
**SPAG LEASE FOR FIRING RANGE AND DRIVING COURSE**

**BOARD OF DIRECTORS**  
**LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)**  
**DECEMBER 11, 2024**

Item to be Considered:

Approve the South Plains Association of Governments (SPAG) lease for the Firing Range and Driving Course

Previous Board Action:

The Board has continuously approved this agreement for SPAG since 2003.

Statement of Pertinent Facts:

- a. SPAG uses the firing range and driving course for law enforcement training
- b. Lease term are 3 years with one 3-year renewal option
- c. The new rate, \$635 per month, is almost no increase from the current rate due to state and federal funding limitations. The rate will increase by 3% upon exercising the renewal option
- d. Board Member Tim Pierce has signed an Affidavit of Recusal and will abstain from this vote due to his affiliation with SPAG

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 lease for the Firing Range and Driving Course for the South Plains Association of Governments and authorizes its CEO/Executive Director to execute the lease subject to negotiations of final terms and conditions, as submitted on this 11<sup>th</sup> day of December 2024.”

\_\_\_\_\_  
George McMahan, Board Treasurer/Secretary

ATTEST:

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

ITEM 5

# Financials November 2024

CASH BALANCES - NOVEMBER 30, 2024

	10/31/2024	11/30/2024	Change
General Fund Bank Accounts	\$ 4,689,142	\$ 4,659,960	\$ (29,182)
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
EDA Grant Checking	\$ 147,618	\$ 128,945	\$ (18,673)
Capital Maintenance - Designated	\$ 855,000	\$ 855,000	\$ -
Petty Cash	\$ -	\$ -	\$ -
Total Cash	\$ 5,691,760	\$ 5,643,905	\$ (47,855)
Accounts Receivable - G/F	\$ 189,094	\$ 260,465	\$ 71,371
Accounts Receivable - F/O	\$ 20,264	\$ 86,032	\$ 65,768
Total Accounts Receivable	\$ 209,358	\$ 346,497	\$ 137,139
Total Cash & Accounts Receivable	\$ 5,901,118	\$ 5,990,402	\$ 89,284

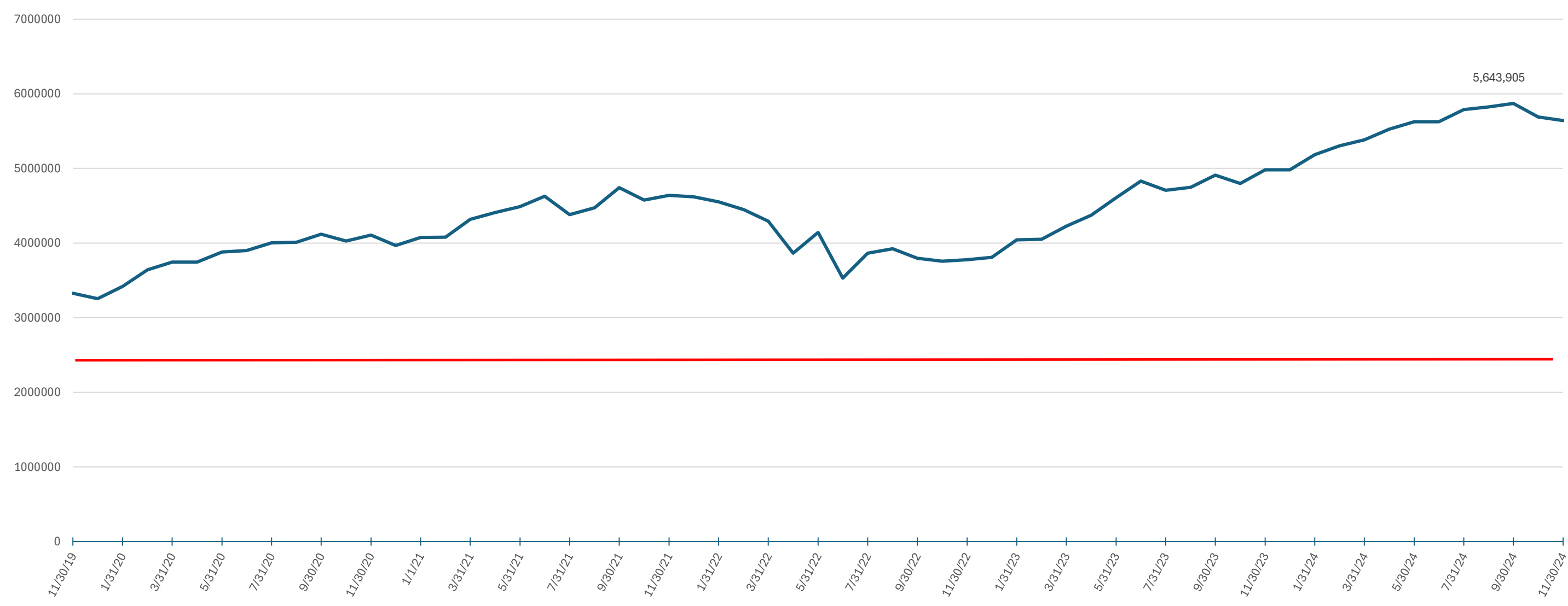
Aged Accounts Receivable as of 11/30/2024

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
187,028.91	48,867.57	23,338.11	6,572.63	5,521.82	271,329.04

EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

\$ -
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**LRRR Available Cash  
NOVEMBER 2019 - 2024**



FINANCIAL HIGHLIGHTS - NOVEMBER 30, 2024

DESCRIPTION	Month	G/F	Month	F/O	Month's Total	YTD	G/F	YTD	F/O	YTD	Total	
Operating Revenue	\$	200,432	\$	17,694	\$	218,126	\$	410,203	\$	35,388	\$	445,591
Other Revenue - Usage Fees	\$	42,410	\$	1,583	\$	43,993	\$	81,675	\$	3,203	\$	84,878
Total Revenue	\$	242,842	\$	19,277	\$	262,119	\$	491,878	\$	38,591	\$	530,469
Expenses	\$	185,009	\$	8,655	\$	193,664	\$	394,443	\$	15,416	\$	409,859
Net Income BPSID	\$	57,833	\$	10,622	\$	68,455	\$	97,435	\$	23,175	\$	120,610
Interest Income - Plus	\$	17,984	\$	-	\$	17,984	\$	38,127	\$	-	\$	38,127
Depreciation - Less	\$	(49,924)	\$	(3,283)	\$	(53,207)	\$	(99,849)	\$	(6,567)	\$	(106,416)
Net Income	\$	25,893	\$	7,339	\$	33,232	\$	35,713	\$	16,608	\$	52,321



LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Balance Sheet  
As of 11/30/2024

(In Whole Numbers)

	Data Center /			
	General Fund	EDA Grant Fund	Fiber Optic Fund	Total
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND CASH EQUIVALENTS	5,514,960	-	-	5,514,960
RESTRICTED CASH AND CASH EQUIVALENTS	-	128,945	-	128,945
ACCOUNTS RECEIVABLE	260,465	-	10,702	271,167
LEASES RECEIVABLE, CURRENT - GASB 87	1,624,951	-	86,032	1,710,983
INVESTMENT	-	-	-	-
DUE FROM FEDERAL GOVERNMENT	-	-	-	-
PREPAID EXPENSES	251,056	-	12,300	263,355
DUE FROM TRANSFERS	-	-	-	-
<b>Total CURRENT ASSETS</b>	<b>7,651,432</b>	<b>128,945</b>	<b>109,033</b>	<b>7,889,410</b>
<b>NONCURRENT ASSETS</b>				
LEASES RECEIVABLE, NET OF CURRENT PORTION	4,203,727	-	26,621	4,230,348
<b>Total NONCURRENT ASSETS</b>	<b>4,203,727</b>	<b>-</b>	<b>26,621</b>	<b>4,230,348</b>
<b>CAPITAL ASSETS</b>				
LAND	1,481,401	-	-	1,481,401
CONSTRUCTION IN PROGRESS	5,303	98,215	23,674	127,191
BUILDINGS	2,070,050	-	-	2,070,050
INFRASTRUCTURE AND RELATED IMPROVEMENTS	5,706,011	-	1,751,519	7,457,530
COMPUTERS AND OFFICE EQUIPMENT	133,971	-	152,492	286,463
BUILDINGS IMPROVEMENTS	4,536,721	-	250,840	4,787,561
VEHICLES	287,230	-	-	287,230
GROUND'S MAINTENANCE EQUIPMENT	277,450	-	158,387	435,837
RIGHT TO USE LEASE ASSET - GASB 87	15,500	-	-	15,500
BASE CONVEYANCE	-	-	-	-
BASE HOUSING	-	-	-	-
OTHER	-	-	-	-
LESS ACCUMULATED DEPRECIATION	(6,804,340)	-	(2,180,895)	(8,985,235)
LESS ACCUMULATED DEPRECIATION - GASB 87	(15,500)	-	-	(15,500)
<b>Total CAPITAL ASSETS</b>	<b>7,693,798</b>	<b>98,215</b>	<b>156,016</b>	<b>7,948,028</b>
<b>NET PENSION ASSET</b>				
NET PENSION ASSETS, NET	156,524	-	-	156,524
<b>Total NET PENSION ASSET</b>	<b>156,524</b>	<b>-</b>	<b>-</b>	<b>156,524</b>
<b>Total ASSETS</b>	<b>19,705,481</b>	<b>227,159</b>	<b>291,670</b>	<b>20,224,310</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
EMPLOYER CONTRIBUTIONS SUBSEQUENT TO THE MEASUREMENT	16,224	-	-	16,224
CHANGE IN ASSUMPTIONS	-	-	-	-
DIFFERENCES BETWEEN EXPECTED AND ACTUAL EXPERIENCE	11,941	-	-	11,941
<b>Total DEFERRED OUTFLOWS OF RESOURCES</b>	<b>28,165</b>	<b>-</b>	<b>-</b>	<b>28,165</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>19,733,646</b>	<b>227,159</b>	<b>291,670</b>	<b>20,252,475</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Balance Sheet  
As of 11/30/2024

	Data Center /			
	General Fund	EDA Grant Fund	Fiber Optic Fund	Total
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-	-	-
ACCRUED EXPENSES	62,527	-	-	62,527
REFUNDABLE DEPOSITS	125,534	-	-	125,534
UNEARNED REVENUES	392,546	-	20,216	412,762
COMPENSATED ABSENSES	9,604	-	-	9,604
LEASE LIABILITY, CURRENT	1,645	-	-	1,645
LEASE PAYABLES	-	-	-	-
DUE TO TRANSFERS	-	-	-	-
OTHER LIABILITIES	98,432	-	-	98,432
<b>Total CURRENT LIABILITIES</b>	<b>690,286</b>	<b>-</b>	<b>20,216</b>	<b>710,502</b>
<b>NON-CURRENT LIABILITIES</b>				
LEASE LIABILITY, NET OF CURRENT PORTION	(4,078)	-	-	(4,078)
<b>Total NON-CURRENT LIABILITIES</b>	<b>(4,078)</b>	<b>-</b>	<b>-</b>	<b>(4,078)</b>
<b>Total LIABILITIES</b>	<b>686,209</b>	<b>-</b>	<b>20,216</b>	<b>706,424</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
NET DIFF BETWEEN PROJECTED AND ACTUAL INVESTMENT	(29,371)	-	-	(29,371)
CHANGE IN ASSUMPTION	3,230	-	-	3,230
LEASES - GASB 87	5,483,101	-	106,889	5,589,990
<b>Total DEFERRED INFLOWS OF RESOURCES</b>	<b>5,456,960</b>	<b>-</b>	<b>106,889</b>	<b>5,563,849</b>
<b>TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	<b>6,143,169</b>	<b>-</b>	<b>127,105</b>	<b>6,270,273</b>
<b>FUND EQUITY</b>				
BEGINNING OF PERIOD	13,574,301	227,159	128,421	13,929,881
TRANSFERS IN (OUT)				
YEAR TO DATE EARNINGS				
<b>Total FUND EQUITY</b>	<b>13,590,477</b>	<b>227,159</b>	<b>164,565</b>	<b>13,982,202</b>
<b>TOTAL LIABILITY, FUND BALANCE, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>19,733,646</b>	<b>227,159</b>	<b>291,670</b>	<b>20,252,475</b>

Total report	-	-	-	-
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LUBBOCK REESE REDEVELOPMENT AUTHORITY  
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY  
From 10/1/2024 Through 11/30/2024

(In Whole Numbers)

	<b>General Fund</b>	<b>EDA Grant Fund</b>	<b>Data Center / Fiber Optic Fund</b>	<b>Total</b>
OPERATING REVENUES	491,878	-	38,590	530,468
OPERATING EXPENSES	494,292	-	21,983	516,275
<b>OPERATING INCOME(LOSS)</b>	<b>(2,414)</b>	<b>-</b>	<b>16,608</b>	<b>14,194</b>
NONOPERATING INTEREST INCOME	38,127	-	-	38,127
TRANSFERS IN (OUT)	(19,537)	-	19,537	-
<b>NET NONOPERATING REVENUES</b>	<b>18,590</b>	<b>-</b>	<b>19,537</b>	<b>38,127</b>
<b>INCREASE (DECREASE) IN FUND</b>	<b>16,176</b>	<b>-</b>	<b>36,144</b>	<b>52,321</b>
<b>FUND EQUITY, BEGINNING</b>	<b>13,574,301</b>	<b>227,159</b>	<b>128,421</b>	<b>13,929,881</b>
<b>FUND EQUITY, ENDING</b>	<b>13,590,477</b>	<b>227,159</b>	<b>164,565</b>	<b>13,982,202</b>

## LUBBOCK REESE REDEVELOPMENT AUTHORITY

## SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2024 Through 11/30/2024

*(In Whole Numbers)*

	<b>General Fund</b>	<b>Data Center / Fiber Optic Fund</b>	<b>Total</b>
<b>OPERATING REVENUES</b>			
LEASE INCOME	263,518	-	263,518
DATA CENTER / FIBER OPTIC INCOME	-	35,388	35,388
COMMON AREA MAINTENANCE/PBT CAM	129,964	-	129,964
USAGE FEES	81,675	3,203	84,878
CONTRACT WORK INCOME	734	-	734
UTILITY FRANCHISE FEES	12,622	-	12,622
<b>Total OPERATING REVENUES</b>	<b>488,513</b>	<b>38,590</b>	<b>527,103</b>
<b>NON-OPERATING REVENUES</b>			
INTEREST EXPENSE / BANK CHARGES	(177)	-	(177)
MISCELLANEOUS INCOME	3,365	-	3,365
INTEREST INCOME	38,127	-	38,127
<b>Total NON-OPERATING REVENUES</b>	<b>41,315</b>	<b>-</b>	<b>41,315</b>
<b>TOTAL REVENUES</b>	<b>529,828</b>	<b>38,590</b>	<b>568,419</b>

# LUBBOCK REESE REDEVELOPMENT AUTHORITY

## Statement of Revenues and Expenditures

From 10/1/2024 Through 11/30/2024

(In Whole Numbers)

	Data Center /		
	General Fund	Fiber Optic Fund	Total
<hr/>			
<b>OPERATING EXPENSES</b>			
<b>COMPENSATION AND BENEFITS:</b>			
SALARIES AND BENEFITS	146,704	-	146,704
CONTRACT SERVICES	4,450	-	4,450
GENERAL AND LIABILITY INSURANCE	48,352	2,545	50,896
<b>Total COMPENSATION AND BENEFITS:</b>	<b>199,505</b>	<b>2,545</b>	<b>202,050</b>
<hr/>			
<b>BUILDING REPAIRS AND MAINTENANCE:</b>			
REPAIRS AND MAINTENANCE	104,759	-	104,759
BUILDING MAINTENANCE MATERIALS	5,665	90	5,755
MARKETING AND PROMOTIONAL EXPENSES	10,356	-	10,356
TRAVEL EXPENSES	3,734	-	3,734
PRINTING AND ADVERTISING	264	-	264
DEPRECIATION EXPENSE	99,849	6,567	106,416
TELEPHONE	462	-	462
OFFICE SUPPLIES	6,673	-	6,673
TRAINING AND TUITION EXPENSES	2,191	-	2,191
UTILITIES	39,741	3,677	43,418
<b>Total BUILDING REPAIRS AND MAINTENANCE:</b>	<b>273,693</b>	<b>10,334</b>	<b>284,027</b>
<hr/>			
<b>PROFESSIONAL SERVICES</b>			
ACCOUNTING AND AUDITING FEES	90	-	90
LEGAL FEES	18,899	-	18,899
<b>Total PROFESSIONAL SERVICES</b>	<b>18,989</b>	<b>-</b>	<b>18,989</b>
<hr/>			
<b>COMPUTER SOFTWARE AND MAINTENANCE</b>			
COMPUTER SOFTWARE AND MAINTENANCE	-	6,150	6,150
<b>Total COMPUTER SOFTWARE AND MAINTENANCE</b>	<b>-</b>	<b>6,150</b>	<b>6,150</b>
<hr/>			
<b>OTHER OPERATING EXPENSES</b>			
BANK CHARGES	177	-	177
INTERNET CHARGES	-	2,954	2,954
POSTAGE	335	-	335
MEETING EXPENSES	1,322	-	1,322
LICENSES AND FEES	270	-	270
<b>Total OTHER OPERATING EXPENSES</b>	<b>2,104</b>	<b>2,954</b>	<b>5,058</b>
<hr/>			
<b>Total OPERATING EXPENSES</b>	<b>494,292</b>	<b>21,983</b>	<b>516,275</b>
<hr/>			

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 11/1/2024 Through 11/30/2024

**GENERAL FUND**


(In Whole Numbers)

	Current Month Actual	Current Month Budget	Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
<b>REVENUES</b>						
Leases	130,739	191,667	(60,928)	263,518	383,333	(119,816)
PBT Cam Fees	64,982	63,667	1,315	129,964	127,333	2,630
Usage Fees	42,410	22,917	19,493	81,675	45,833	35,842
Contract Services	-	667	(667)	734	1,333	(600)
Utility Franchise Fees	1,711	1,667	45	12,622	12,333	289
Other-Miscellaneous	3,000	-	3,000	3,365	-	3,365
<b>Total REVENUES</b>	<b>242,842</b>	<b>280,583</b>	<b>(37,741)</b>	<b>491,878</b>	<b>570,167</b>	<b>(78,289)</b>
<b>EXPENSES</b>						
Salaries & Taxes	76,443	62,526	(13,917)	127,599	125,051	(2,548)
Benefits - Health, Retirement & Wkr's Comp	10,105	12,792	2,687	19,105	25,583	6,479
Insurance -Property & General Liabilities	24,176	25,000	824	48,352	50,000	1,648
Administrative Expenses	967	1,033	66	2,139	1,817	(323)
General Office Expenses	3,977	6,488	2,511	13,575	12,975	(600)
Accounting & Auditing Services	-	100	100	90	200	110
Legal Services	6,750	6,250	(500)	18,899	12,500	(6,399)
Network Maintenance Contract	1,622	1,667	45	4,125	3,333	(791)
Training & Travel	5,763	1,417	(4,346)	5,925	2,833	(3,092)
Marketing Expenses	7,345	6,750	(595)	10,134	13,500	3,366
Operations	37,184	54,242	17,058	104,759	108,483	3,725
Utilities	10,678	29,015	18,337	39,741	60,579	20,838
<b>Total EXPENSES</b>	<b>185,009</b>	<b>207,278</b>	<b>22,269</b>	<b>394,443</b>	<b>416,855</b>	<b>22,412</b>
<b>NIBPSID</b>	<b>57,833</b>	<b>73,305</b>	<b>(15,472)</b>	<b>97,435</b>	<b>153,312</b>	<b>(55,877)</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	17,984	8,333	9,651	38,127	16,667	21,461
<b>Total NON OPERATING REVENUE</b>	<b>17,984</b>	<b>8,333</b>	<b>9,651</b>	<b>38,127</b>	<b>16,667</b>	<b>21,461</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(49,924)	(54,167)	4,242	(99,849)	(108,333)	8,484
<b>Total DEPRECIATION</b>	<b>(49,924)</b>	<b>(54,167)</b>	<b>4,242</b>	<b>(99,849)</b>	<b>(108,333)</b>	<b>8,484</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>25,893</b>	<b>27,472</b>	<b>(1,579)</b>	<b>35,713</b>	<b>61,645</b>	<b>(25,932)</b>

GENERAL FUND

Explanation of Significant Budget Variances

2024 NOVEMBER

			Month Variance	YTD Variance	Explanations	
Revenues, Leases	4200, 4201	\$	(60,928)	\$ (119,816)	Not currently billing KBR	Year End is expected to be under budget.
Revenues, Usage	4260	\$	19,493	\$ 35,842	Higher usage of utilities, specifically water, than expected	Year End is expected to be over budget
Expenses, Salaries & Taxes	5100, 5110	\$	(13,917)	\$ (2,548)	Staff vacancy	Year End is expected to be under budget
Expenses, Training and Travel	5610 , 5620	\$	(4,346)	\$ (3,092)	TML Conference	Year End is expected to be on budget
Expenses, Operations	5900	\$	17,058	\$ 3,725	Purchasse of Security Lights	Year End is expected to be under budget.
Expenses, Utilities	5380	\$	18,337	\$ 20,838	Water usage is usually weather realated - goes up and down	Year End is expected to be below budget.

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 11/1/2024 Through 11/30/2024

**DATA CENTER / FIBER OPTIC FUND**

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
<b>REVENUES</b>						
Usage Fees	1,583	2,083	(500)	3,203	4,167	(964)
Fiber Optic/Wireless Income	17,694	17,500	194	35,388	35,000	388
<b>Total REVENUES</b>	<b>19,277</b>	<b>19,583</b>	<b>(306)</b>	<b>38,590</b>	<b>39,167</b>	<b>(576)</b>
<b>EXPENSES</b>						
Insurance -Property & General Liabilities	1,272	1,333	61	2,545	2,667	122
General Office Expenses	45	83	38	90	167	77
Computer Software & Maintenance	2,450	3,333	883	6,150	6,667	517
Internet	1,232	1,833	601	2,954	3,667	712
Building Maintenance & Repairs	-	1,250	1,250	-	2,500	2,500
Utilities	3,655	5,192	1,537	3,677	10,383	6,707
<b>Total EXPENSES</b>	<b>8,655</b>	<b>13,025</b>	<b>4,370</b>	<b>15,416</b>	<b>26,050</b>	<b>10,634</b>
<b>NIBPSID</b>	10,623	6,558	4,064	23,175	13,117	10,058
<b>DEPRECIATION</b>						
Depreciation Expense	(3,283)	(3,833)	550	(6,567)	(7,667)	1,100
<b>Total DEPRECIATION</b>	<b>(3,283)</b>	<b>(3,833)</b>	<b>550</b>	<b>(6,567)</b>	<b>(7,667)</b>	<b>1,100</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>7,339</b>	<b>2,725</b>	<b>4,614</b>	<b>16,608</b>	<b>5,450</b>	<b>11,158</b>



## COMBINED FUNDS

(In Whole Numbers)

	Current Month Actual	Period Budget - Original	Current Period Budget Variance - Original	YTD Actual	YTD Budget - Original	YTD Budget Variance - Original
<b>REVENUES</b>						
Leases	130,739	191,667	(60,928)	263,518	383,333	(119,816)
PBT Cam Fees	64,982	63,667	1,315	129,964	127,333	2,630
Usage Fees	43,993	25,000	18,993	84,878	50,000	34,878
Contract Services	-	667	(667)	734	1,333	(600)
Utility Franchise Fees	1,711	1,667	45	12,622	12,333	289
Other-Miscellaneous	3,000	-	3,000	3,365	-	3,365
Fiber Optic/Wireless Income	17,694	17,500	194	35,388	35,000	388
<b>Total REVENUES</b>	<b>262,119</b>	<b>300,167</b>	<b>(38,048)</b>	<b>530,468</b>	<b>609,333</b>	<b>(78,865)</b>
<b>EXPENSES</b>						
Salaries & Taxes	76,443	62,526	(13,917)	127,599	125,051	(2,548)
Benefits - Health, Retirement & Wkr's Comp	10,105	12,792	2,687	19,105	25,583	6,479
Insurance -Property & General Liabilities	25,448	26,333	885	50,896	52,667	1,770
Administrative Expenses	967	1,033	66	2,139	1,817	(323)
General Office Expenses	4,022	6,571	2,549	13,665	13,142	(523)
Accounting & Auditing Services	-	100	100	90	200	110
Computer Software & Maintenance	2,450	3,333	883	6,150	6,667	517
Internet	1,232	1,833	601	2,954	3,667	712
Legal Services	6,750	6,250	(500)	18,899	12,500	(6,399)
Network Maintenance Contract	1,622	1,667	45	4,125	3,333	(791)
Training & Travel	5,763	1,417	(4,346)	5,925	2,833	(3,092)
Marketing Expenses	7,345	6,750	(595)	10,134	13,500	3,366
Operations	37,184	54,242	17,058	104,759	108,483	3,725
Building Maintenance & Repairs	-	1,250	1,250	-	2,500	2,500
Utilities	14,333	34,207	19,874	43,418	70,962	27,544
<b>Total EXPENSES</b>	<b>193,663</b>	<b>220,303</b>	<b>26,640</b>	<b>409,859</b>	<b>442,905</b>	<b>33,046</b>
<b>NIBPSID</b>	<b>68,456</b>	<b>79,864</b>	<b>(11,408)</b>	<b>120,609</b>	<b>166,428</b>	<b>(45,819)</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	17,984	8,333	9,651	38,127	16,667	21,461
<b>Total NON OPERATING REVENUE</b>	<b>17,984</b>	<b>8,333</b>	<b>9,651</b>	<b>38,127</b>	<b>16,667</b>	<b>21,461</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(53,208)	(58,000)	4,792	(106,416)	(116,000)	9,584
<b>Total DEPRECIATION</b>	<b>(53,208)</b>	<b>(58,000)</b>	<b>4,792</b>	<b>(106,416)</b>	<b>(116,000)</b>	<b>9,584</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>33,232</b>	<b>30,197</b>	<b>3,035</b>	<b>52,321</b>	<b>67,095</b>	<b>(14,774)</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	130,739	185,701	(54,962)	263,518	360,700	(97,182)
PBT Cam Fees	64,982	62,646	2,336	129,964	125,291	4,673
Usage Fees	43,993	22,414	21,579	84,878	51,613	33,265
Contract Services	-	12,450	(12,450)	734	12,450	(11,716)
Utility Franchise Fees	1,711	1,746	(35)	12,622	11,746	876
Other-Miscellaneous	3,000	-	3,000	3,365	450	2,915
Fiber Optic/Wireless Income	17,694	20,216	(2,522)	35,388	40,432	(5,044)
<b>Total REVENUES</b>	<b>262,119</b>	<b>305,172</b>	<b>(43,053)</b>	<b>530,468</b>	<b>602,682</b>	<b>(72,214)</b>
<b>EXPENSES</b>						
Salaries & Taxes	76,443	43,929	32,514	127,599	95,309	32,290
Benefits - Health, Retirement & Wkr's	10,105	9,679	426	19,105	21,138	(2,033)
Insurance -Property & General Liabilities	25,448	21,022	4,426	50,896	42,043	8,853
Administrative Expenses	967	530	437	2,139	2,813	(674)
General Office Expenses	4,022	8,528	(4,506)	13,665	12,620	1,045
Accounting & Auditing Services	-	79	(79)	90	179	(89)
Computer Software & Maintenance	2,450	2,450	-	6,150	5,975	175
Internet	1,232	1,722	(490)	2,954	3,444	(490)
Legal Services	6,750	4,617	2,133	18,899	10,047	8,852
Network Maintenance Contract	1,622	2,316	(694)	4,125	3,864	261
Training & Travel	5,763	668	5,095	5,925	6,299	(374)
Marketing Expenses	7,345	1,979	5,366	10,134	6,655	3,479
Operations	37,184	39,007	(1,823)	104,759	104,339	420
Utilities	14,333	28,540	(14,207)	43,418	30,818	12,600
<b>Total EXPENSES</b>	<b>193,663</b>	<b>165,065</b>	<b>28,598</b>	<b>409,859</b>	<b>345,543</b>	<b>64,316</b>
<b>NIBPSID</b>	<b>68,456</b>	<b>140,107</b>	<b>(71,651)</b>	<b>120,609</b>	<b>257,138</b>	<b>(136,529)</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	17,984	18,490	(506)	38,127	37,489	638
<b>Total NON OPERATING REVENUE</b>	<b>17,984</b>	<b>18,490</b>	<b>(506)</b>	<b>38,127</b>	<b>37,489</b>	<b>638</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(53,208)	(53,208)	-	(106,416)	(106,416)	-
<b>Total DEPRECIATION</b>	<b>(53,208)</b>	<b>(53,208)</b>	<b>-</b>	<b>(106,416)</b>	<b>(106,416)</b>	<b>-</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>33,232</b>	<b>105,389</b>	<b>(72,157)</b>	<b>52,321</b>	<b>188,212</b>	<b>(135,891)</b>

ITEM 5

# Financials

## October

## 2024

CASH BALANCES - OCTOBER 31, 2024

	9/30/2024	10/31/2024	Change
General Fund Bank Accounts	\$ 5,016,614	\$ 4,689,142	\$ (327,472)
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
EDA Grant Checking	\$ 94,870	\$ 147,618	\$ 52,748
Capital Maintenance - Designated	\$ 855,000	\$ 855,000	\$ -
Petty Cash	\$ -	\$ -	\$ -
Total Cash	\$ 5,966,484	\$ 5,691,760	\$ (274,724)
Accounts Receivable - G/F	\$ 214,716	\$ 189,094	\$ (25,622)
Accounts Receivable - F/O	\$ 13,076	\$ 20,264	\$ 7,188
Total Accounts Receivable	\$ 227,792	\$ 209,358	\$ (18,434)
Total Cash & Accounts Receivable	\$ 6,194,276	\$ 5,901,118	\$ (293,158)

Aged Accounts Receivable as of 10/31/2024

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
146,693.52	4,380.17	13,222.80	5,623.43	17.49	169,937.41

EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

TML PROPERTY & WORKERS COMP INSURANCE	314,073.80	EXPENSES
CAMPUS SECURITY LIGHTS	22,534.88	EXPENSES
EQUIPMENT REPLACED - ROUTER, SWITCHES & SOFTWARE	23,673.53	CIP
NEW TRUCK FOR OPS	60,326.73	CAPITALIZED

\$ 420,608.94

FINANCIAL HIGHLIGHTS - OCTOBER 31, 2024

DESCRIPTION	Month	G/F	Month	F/O	Month's Total	YTD	G/F	YTD	F/O	YTD	Total	
Operating Revenue	\$	209,771	\$	17,694	\$	227,465	\$	209,771	\$	17,694	\$	227,465
Other Revenue - Usage Fees	\$	39,265	\$	1,620	\$	40,885	\$	39,265	\$	1,620	\$	40,885
Total Revenue	\$	249,036	\$	19,314	\$	268,350	\$	249,036	\$	19,314	\$	268,350
Expenses	\$	209,434	\$	6,761	\$	216,195	\$	209,434	\$	6,761	\$	216,195
Net Income BPSID	\$	39,602	\$	12,553	\$	52,155	\$	39,602	\$	12,553	\$	52,155
Interest Income - Plus	\$	20,143	\$	-	\$	20,143	\$	20,143	\$	-	\$	20,143
Depreciation - Less	\$	(49,924)	\$	(3,283)	\$	(53,207)	\$	(49,924)	\$	(3,283)	\$	(53,207)
Net Income	\$	9,821	\$	9,270	\$	19,091	\$	9,821	\$	9,270	\$	19,091

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Balance Sheet  
As of 10/31/2024

(In Whole Numbers)

	General Fund	EDA Grant Fund	Fiber Optic Oper Fund	Total
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND CASH EQUIVALENTS	5,544,142	-	-	5,544,142
RESTRICTED CASH AND CASH EQUIVALENTS	-	147,618	-	147,618
ACCOUNTS RECEIVABLE	189,094	-	20,264	209,357
LEASES RECEIVABLE, CURRENT - GASB 87	1,624,951	-	86,032	1,710,983
INVESTMENT	-	-	-	-
DUE FROM FEDERAL GOVERNMENT	-	-	-	-
PREPAID EXPENSES	276,061	-	13,572	289,633
DUE FROM TRANSFERS	-	-	-	-
<b>Total CURRENT ASSETS</b>	<b>7,634,247</b>	<b>147,618</b>	<b>119,868</b>	<b>7,901,732</b>
<b>NONCURRENT ASSETS</b>				
LEASES RECEIVABLE, NET OF CURRENT PORTION	4,203,727	-	26,621	4,230,348
<b>Total NONCURRENT ASSETS</b>	<b>4,203,727</b>	<b>-</b>	<b>26,621</b>	<b>4,230,348</b>
<b>CAPITAL ASSETS</b>				
LAND	1,481,401	-	-	1,481,401
CONSTRUCTION IN PROGRESS	5,303	91,682	23,674	120,659
BUILDINGS	2,070,050	-	-	2,070,050
INFRASTRUCTURE AND RELATED IMPROVEMENTS	5,706,011	-	1,751,519	7,457,530
COMPUTERS AND OFFICE EQUIPMENT	133,971	-	152,492	286,463
BUILDINGS IMPROVEMENTS	4,536,721	-	250,840	4,787,561
VEHICLES	287,230	-	-	287,230
GROUNDNS MAINTENANCE EQUIPMENT	277,450	-	158,387	435,837
RIGHT TO USE LEASE ASSET - GASB 87	15,500	-	-	15,500
BASE CONVEYANCE	-	-	-	-
BASE HOUSING	-	-	-	-
OTHER	-	-	-	-
LESS ACCUMULATED DEPRECIATION	(6,754,416)	-	(2,177,612)	(8,932,027)
LESS ACCUMULATED DEPRECIATION - GASB 87	(15,500)	-	-	(15,500)
<b>Total CAPITAL ASSETS</b>	<b>7,743,722</b>	<b>91,682</b>	<b>159,299</b>	<b>7,994,704</b>
<b>NET PENSION ASSET</b>				
NET PENSION ASSETS, NET	156,524	-	-	156,524
<b>Total NET PENSION ASSET</b>	<b>156,524</b>	<b>-</b>	<b>-</b>	<b>156,524</b>
<b>Total ASSETS</b>	<b>19,738,220</b>	<b>239,300</b>	<b>305,788</b>	<b>20,283,308</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
EMPLOYER CONTRIBUTIONS SUBSEQUENT TO THE MEASUREMENT	16,224	-	-	16,224
CHANGE IN ASSUMPTIONS	-	-	-	-
DIFFERENCES BETWEEN EXPECTED AND ACTUAL EXPERIENCE	11,941	-	-	11,941
<b>Total DEFERRED OUTFLOWS OF RESOURCES</b>	<b>28,165</b>	<b>-</b>	<b>-</b>	<b>28,165</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>19,766,385</b>	<b>239,300</b>	<b>305,788</b>	<b>20,311,473</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Balance Sheet  
As of 10/31/2024

	Fiber Optic Oper			
	General Fund	EDA Grant Fund	Fund	Total
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	74,799	12,141	264	87,203
ACCRUED EXPENSES	61,935	-	-	61,935
REFUNDABLE DEPOSITS	125,534	-	-	125,534
UNEARNED REVENUES	397,875	-	20,216	418,090
COMPENSATED ABSENSES	9,604	-	-	9,604
LEASE LIABILITY, CURRENT	1,645	-	-	1,645
LEASE PAYABLES	-	-	-	-
DUE TO TRANSFERS	-	-	-	-
OTHER LIABILITIES	98,432	-	-	98,432
Total CURRENT LIABILITIES	769,822	12,141	20,479	802,442
<b>NON-CURRENT LIABILITIES</b>				
LEASE LIABILITY, NET OF CURRENT PORTION	(3,787)	-	-	(3,787)
Total NON-CURRENT LIABILITIES	(3,787)	-	-	(3,787)
Total LIABILITIES	766,034	12,141	20,479	798,654
<b>DEFERRED INFLOWS OF RESOURCES</b>				
NET DIFF BETWEEN PROJECTED AND ACTUAL INVESTMENT	(29,371)	-	-	(29,371)
CHANGE IN ASSUMPTION	3,230	-	-	3,230
LEASES - GASB 87	5,483,101	-	106,889	5,589,990
Total DEFERRED INFLOWS OF RESOURCES	5,456,960	-	106,889	5,563,849
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	6,222,994	12,141	127,368	6,362,503
<b>FUND EQUITY</b>				
BEGINNING OF PERIOD	13,574,301	227,159	128,421	13,929,881
TRANSFERS IN (OUT)	(40,730)	-	40,730	-
YEAR TO DATE EARNINGS	9,820	-	9,269	19,089
Total FUND EQUITY	13,543,391	227,159	178,420	13,948,970
TOTAL LIABILITY, FUND BALANCE, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	19,766,385	239,300	305,788	20,311,473
Total report	-	-	-	-

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY  
From 10/1/2024 Through 10/31/2024

(In Whole Numbers)

	General Fund	EDA Grant Fund	Data Center / Fiber Optic Fund	Total
OPERATING REVENUES	249,036	-	19,313	268,349
OPERATING EXPENSES	259,359	-	10,045	269,403
<b>OPERATING INCOME(LOSS)</b>	<b>(10,323)</b>	<b>-</b>	<b>9,269</b>	<b>(1,054)</b>
NONOPERATING INTEREST INCOME	20,143	-	-	20,143
TRANSFERS IN (OUT)	(40,730)	-	40,730	-
<b>NET NONOPERATING REVENUES</b>	<b>(20,587)</b>	<b>-</b>	<b>40,730</b>	<b>20,143</b>
<b>INCREASE (DECREASE) IN FUND EQUITY</b>	<b>(30,910)</b>	<b>-</b>	<b>49,999</b>	<b>19,089</b>
<b>FUND EQUITY, BEGINNING</b>	<b>13,574,301</b>	<b>227,159</b>	<b>128,421</b>	<b>13,929,881</b>
<b>FUND EQUITY, ENDING</b>	<b>13,543,391</b>	<b>227,159</b>	<b>178,420</b>	<b>13,948,970</b>



## LUBBOCK REESE REDEVELOPMENT AUTHORITY

## SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2024 Through 10/31/2024

*(In Whole Numbers)*

	<b>General Fund</b>	<b>Data Center / Fiber Optic Fund</b>	<b>Total</b>
<b>OPERATING REVENUES</b>			
LEASE INCOME	132,779	-	132,779
DATA CENTER / FIBER OPTIC INCOME	-	17,694	17,694
COMMON AREA MAINTENANCE/PBT CAM FEES	64,982	-	64,982
USAGE FEES	39,265	1,620	40,885
CONTRACT WORK INCOME	734	-	734
UTILITY FRANCHISE FEES	10,911	-	10,911
<b>Total OPERATING REVENUES</b>	<b>248,671</b>	<b>19,313</b>	<b>267,984</b>
<b>NON-OPERATING REVENUES</b>			
INTEREST EXPENSE / BANK CHARGES	(89)	-	(89)
MISCELLANEOUS INCOME	365	-	365
INTEREST INCOME	20,143	-	20,143
<b>Total NON-OPERATING REVENUES</b>	<b>20,418</b>	<b>-</b>	<b>20,418</b>
<b>TOTAL REVENUES</b>	<b>269,090</b>	<b>19,313</b>	<b>288,403</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2024 Through 10/31/2024

(In Whole Numbers)

	Data Center / Fiber Optic		
	General Fund	Fund	Total
<b>OPERATING EXPENSES</b>			
<b>COMPENSATION AND BENEFITS:</b>			
SALARIES AND BENEFITS	60,157	-	60,157
CONTRACT SERVICES	2,675	-	2,675
GENERAL AND LIABILITY INSURANCE	24,176	1,272	25,448
<b>Total COMPENSATION AND BENEFITS:</b>	<b>87,007</b>	<b>1,272</b>	<b>88,279</b>
<b>BUILDING REPAIRS AND MAINTENANCE:</b>			
REPAIRS AND MAINTENANCE	67,575	-	67,575
BUILDING MAINTENANCE MATERIALS	3,220	45	3,265
MARKETING AND PROMOTIONAL EXPENSES	2,789	-	2,789
TRAVEL EXPENSES	163	-	163
DEPRECIATION EXPENSE	49,924	3,283	53,208
TELEPHONE	185	-	185
OFFICE SUPPLIES	5,857	-	5,857
UTILITIES	29,063	22	29,085
<b>Total BUILDING REPAIRS AND MAINTENANCE:</b>	<b>158,776</b>	<b>3,350</b>	<b>162,126</b>
<b>PROFESSIONAL SERVICES</b>			
ACCOUNTING AND AUDITING FEES	90	-	90
LEGAL FEES	12,149	-	12,149
<b>Total PROFESSIONAL SERVICES</b>	<b>12,239</b>	<b>-</b>	<b>12,239</b>
<b>COMPUTER SOFTWARE AND MAINTENANCE</b>			
COMPUTER SOFTWARE AND MAINTENANCE	-	3,700	3,700
<b>Total COMPUTER SOFTWARE AND MAINTENANCE</b>	<b>-</b>	<b>3,700</b>	<b>3,700</b>
<b>OTHER OPERATING EXPENSES</b>			
BANK CHARGES	89	-	89
INTERNET CHARGES	-	1,722	1,722
POSTAGE	248	-	248
MEETING EXPENSES	1,000	-	1,000
<b>Total OTHER OPERATING EXPENSES</b>	<b>1,337</b>	<b>1,722</b>	<b>3,059</b>
<b>Total OPERATING EXPENSES</b>	<b>259,359</b>	<b>10,045</b>	<b>269,403</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 10/1/2024 Through 10/31/2024

**GENERAL FUND**

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
<b>REVENUES</b>						
Leases	132,779	191,667	(58,888)	132,779	191,667	(58,888)
PBT Cam Fees	64,982	63,667	1,315	64,982	63,667	1,315
Usage Fees	39,265	22,917	16,349	39,265	22,917	16,349
Contract Services	734	667	67	734	667	67
Utility Franchise Fees	10,911	10,667	245	10,911	10,667	245
Other-Miscellaneous	365	-	365	365	-	365
<b>Total REVENUES</b>	<b>249,036</b>	<b>289,583</b>	<b>(40,548)</b>	<b>249,036</b>	<b>289,583</b>	<b>(40,548)</b>
<b>EXPENSES</b>						
Salaries & Taxes	51,157	62,525	11,369	51,157	62,525	11,369
Benefits - Health, Retirement & Wkr's Comp	9,000	12,792	3,792	9,000	12,792	3,792
Insurance -Property & General Liabilities	24,176	25,000	824	24,176	25,000	824
Administrative Expenses	1,172	783	(389)	1,172	783	(389)
General Office Expenses	9,599	6,488	(3,111)	9,599	6,488	(3,111)
Accounting & Auditing Services	90	100	10	90	100	10
Legal Services	12,149	6,250	(5,899)	12,149	6,250	(5,899)
Network Maintenance Contract	2,503	1,667	(836)	2,503	1,667	(836)
Training & Travel	163	1,417	1,254	163	1,417	1,254
Marketing Expenses	2,789	6,750	3,961	2,789	6,750	3,961
Operations	67,575	54,242	(13,333)	67,575	54,242	(13,333)
Utilities	29,063	31,564	2,501	29,063	31,564	2,501
<b>Total EXPENSES</b>	<b>209,434</b>	<b>209,577</b>	<b>143</b>	<b>209,434</b>	<b>209,577</b>	<b>143</b>
<b>NIBPSID</b>	<b>39,602</b>	<b>80,006</b>	<b>(40,405)</b>	<b>39,602</b>	<b>80,006</b>	<b>(40,405)</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	20,143	8,333	11,809	20,143	8,333	11,809
<b>Total NON OPERATING REVENUE</b>	<b>20,143</b>	<b>8,333</b>	<b>11,809</b>	<b>20,143</b>	<b>8,333</b>	<b>11,809</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(49,924)	(54,167)	4,242	(49,924)	(54,167)	4,242
<b>Total DEPRECIATION</b>	<b>(49,924)</b>	<b>(54,167)</b>	<b>4,242</b>	<b>(49,924)</b>	<b>(54,167)</b>	<b>4,242</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>9,820</b>	<b>34,173</b>	<b>(24,353)</b>	<b>9,820</b>	<b>34,173</b>	<b>(24,353)</b>

LUBBOCK REESE REDEVELOPMENT AUTHORITY  
Statement of Revenues and Expenditures  
From 10/1/2024 Through 10/31/2024

DATA CENTER / FIBER OPTIC FUND

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Month Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
<b>REVENUES</b>						
Usage Fees	1,620	2,083	(464)	1,620	2,083	(464)
Fiber Optic/Wireless Income	17,694	17,500	194	17,694	17,500	194
<b>Total REVENUES</b>	<b>19,313</b>	<b>19,583</b>	<b>(270)</b>	<b>19,313</b>	<b>19,583</b>	<b>(270)</b>
<b>EXPENSES</b>						
Insurance -Property & General Liabilities	1,272	1,333	61	1,272	1,333	61
General Office Expenses	45	83	38	45	83	38
Computer Software & Maintenance	3,700	3,333	(367)	3,700	3,333	(367)
Internet	1,722	1,833	111	1,722	1,833	111
Building Maintenance & Repairs	-	1,250	1,250	-	1,250	1,250
Utilities	22	5,192	5,170	22	5,192	5,170
<b>Total EXPENSES</b>	<b>6,761</b>	<b>13,025</b>	<b>6,264</b>	<b>6,761</b>	<b>13,025</b>	<b>6,264</b>
<b>NIBPSID</b>	12,552	6,558	5,994	12,552	6,558	5,994
<b>DEPRECIATION</b>						
Depreciation Expense	(3,283)	(3,833)	550	(3,283)	(3,833)	550
<b>Total DEPRECIATION</b>	<b>(3,283)</b>	<b>(3,833)</b>	<b>550</b>	<b>(3,283)</b>	<b>(3,833)</b>	<b>550</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>9,269</b>	<b>2,725</b>	<b>6,544</b>	<b>9,269</b>	<b>2,725</b>	<b>6,544</b>

## 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	132,779	191,667	(58,888)	132,779	191,667	(58,888)
PBT Cam Fees	64,982	63,667	1,315	64,982	63,667	1,315
Usage Fees	40,885	25,000	15,885	40,885	25,000	15,885
Contract Services	734	667	67	734	667	67
Utility Franchise Fees	10,911	10,667	245	10,911	10,667	245
Other-Miscellaneous	365	-	365	365	-	365
Fiber Optic/Wireless Income	17,694	17,500	194	17,694	17,500	194
<b>Total REVENUES</b>	<b>268,349</b>	<b>309,167</b>	<b>(40,817)</b>	<b>268,349</b>	<b>309,167</b>	<b>(40,817)</b>
<b>EXPENSES</b>						
Salaries & Taxes	51,157	62,525	11,369	51,157	62,525	11,369
Benefits - Health, Retirement & Wkr's Comp	9,000	12,792	3,792	9,000	12,792	3,792
Insurance -Property & General Liabilities	25,448	26,333	885	25,448	26,333	885
Administrative Expenses	1,172	783	(389)	1,172	783	(389)
General Office Expenses	9,644	6,571	(3,073)	9,644	6,571	(3,073)
Accounting & Auditing Services	90	100	10	90	100	10
Computer Software & Maintenance	3,700	3,333	(367)	3,700	3,333	(367)
Internet	1,722	1,833	111	1,722	1,833	111
Legal Services	12,149	6,250	(5,899)	12,149	6,250	(5,899)
Network Maintenance Contract	2,503	1,667	(836)	2,503	1,667	(836)
Training & Travel	163	1,417	1,254	163	1,417	1,254
Marketing Expenses	2,789	6,750	3,961	2,789	6,750	3,961
Operations	67,575	54,242	(13,333)	67,575	54,242	(13,333)
Building Maintenance & Repairs	-	1,250	1,250	-	1,250	1,250
Utilities	29,085	36,756	7,670	29,085	36,756	7,670
<b>Total EXPENSES</b>	<b>216,195</b>	<b>222,602</b>	<b>6,406</b>	<b>216,195</b>	<b>222,602</b>	<b>6,406</b>
<b>NIBPSID</b>	<b>52,154</b>	<b>86,565</b>	<b>(34,411)</b>	<b>52,154</b>	<b>86,565</b>	<b>(34,411)</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	20,143	8,333	11,809	20,143	8,333	11,809
<b>Total NON OPERATING REVENUE</b>	<b>20,143</b>	<b>8,333</b>	<b>11,809</b>	<b>20,143</b>	<b>8,333</b>	<b>11,809</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(53,208)	(58,000)	4,792	(53,208)	(58,000)	4,792
<b>Total DEPRECIATION</b>	<b>(53,208)</b>	<b>(58,000)</b>	<b>4,792</b>	<b>(53,208)</b>	<b>(58,000)</b>	<b>4,792</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>19,089</b>	<b>36,898</b>	<b>(17,809)</b>	<b>19,089</b>	<b>36,898</b>	<b>(17,809)</b>

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

(In Whole Numbers)

	Current	Prior Year's		Prior Year's		
	Month Actual	Month Actual	Variance	YTD Actual	YTD Actual	Variance
<b>REVENUES</b>						
Leases	132,779	174,999	(42,220)	132,779	174,999	(42,220)
PBT Cam Fees	64,982	62,646	2,336	64,982	62,646	2,336
Usage Fees	40,885	29,199	11,686	40,885	29,199	11,686
Contract Services	734	-	734	734	-	734
Utility Franchise Fees	10,911	10,000	911	10,911	10,000	911
Other-Miscellaneous	365	450	(85)	365	450	(85)
Fiber Optic/Wireless Income	17,694	20,216	(2,522)	17,694	20,216	(2,522)
<b>Total REVENUES</b>	<b>268,349</b>	<b>297,509</b>	<b>(29,160)</b>	<b>268,349</b>	<b>297,509</b>	<b>(29,160)</b>
<b>EXPENSES</b>						
Salaries & Taxes	51,157	51,380	(223)	51,157	51,380	(223)
Benefits - Health, Retirement & Wkr's	9,000	11,459	(2,459)	9,000	11,459	(2,459)
Insurance -Property & General Liabilities	25,448	21,022	4,426	25,448	21,022	4,426
Administrative Expenses	1,172	2,283	(1,111)	1,172	2,283	(1,111)
General Office Expenses	9,644	4,093	5,551	9,644	4,093	5,551
Accounting & Auditing Services	90	100	(10)	90	100	(10)
Computer Software & Maintenance	3,700	3,525	175	3,700	3,525	175
Internet	1,722	1,722	-	1,722	1,722	-
Legal Services	12,149	5,430	6,719	12,149	5,430	6,719
Network Maintenance Contract	2,503	1,547	956	2,503	1,547	956
Training & Travel	163	5,631	(5,468)	163	5,631	(5,468)
Marketing Expenses	2,789	4,676	(1,887)	2,789	4,676	(1,887)
Operations	67,575	65,333	2,242	67,575	65,333	2,242
Utilities	29,085	2,278	26,807	29,085	2,278	26,807
<b>Total EXPENSES</b>	<b>216,195</b>	<b>180,478</b>	<b>35,717</b>	<b>216,195</b>	<b>180,478</b>	<b>35,717</b>
<b>NIBPSID</b>	<b>52,154</b>	<b>117,031</b>	<b>(64,877)</b>	<b>52,154</b>	<b>117,031</b>	<b>(64,877)</b>
<b>NON OPERATING REVENUE</b>						
Interest Income	20,143	18,999	1,144	20,143	18,999	1,144
<b>Total NON OPERATING REVENUE</b>	<b>20,143</b>	<b>18,999</b>	<b>1,144</b>	<b>20,143</b>	<b>18,999</b>	<b>1,144</b>
<b>DEPRECIATION</b>						
Depreciation Expense	(53,208)	(53,208)	-	(53,208)	(53,208)	-
<b>Total DEPRECIATION</b>	<b>(53,208)</b>	<b>(53,208)</b>	<b>-</b>	<b>(53,208)</b>	<b>(53,208)</b>	<b>-</b>
<b>Increase (Decrease) In Fund Equity</b>	<b>19,089</b>	<b>82,823</b>	<b>(63,734)</b>	<b>19,089</b>	<b>82,823</b>	<b>(63,734)</b>

	DATE	EVENT
<b>November</b>	November 7	Lubbock Chamber Annual Meeting & Awards Luncheon
	November 12	LEDA Lubbock Economic Forecast Luncheon
	November 28-29	Thanksgiving Holiday – Office Closed Thursday and Friday
<b>Looking Ahead</b>		
<b>December</b>	December 6	LRRR Annual Staff Christmas Celebration & Employee Recognition
	December 11	LRRR Board of Directors Meeting
	December 24-26	LRRR Office Closed for Christmas Holiday
	December 31-January 1	LRRR Office Closed for New Years Holiday