

the employee may assume the medical insurance premiums based on COBRA (See “COBRA” section for a more detailed discussion of this policy) and take over the premium payments for additional benefits.

Reinstatement cannot be guaranteed to any employee returning from a Medical Leave of Absence. LRRRA endeavors, however, to place employees returning from leave in their former position or a position for which they qualify comparable in status and pay, subject to budgetary restrictions, LRRRA's need to fill vacancies, and the ability of LRRRA to find qualified temporary replacements. If no vacancy exists and a reasonable effort to place the employee in another position has been unsuccessful, the employee will be terminated.

10.11 EXTENDED MEDICAL LEAVE OF ABSENCE

In extraordinary circumstances, an employee may qualify for an unpaid Extended Medical Leave of Absence following a completion of a Medical Leave of Absence or FMLA leave. Granting of this unpaid leave will be at the sole discretion of the Executive Director on a case-by-case basis. An Extended Medical Leave may be given for up to 90 workdays; however, when reasonable and supported by appropriate certification, an additional extended leave request may be made. If an employee on extended medical leave becomes qualified for long-term disability benefits their leave will terminate and their employment with LRRRA will end.

All Extended Medical Leave requests must be accompanied by appropriate medical certification from the employee's physician, indicating the condition necessitating the leave request and the projected date of return to work. If a leave request is granted the employee will be required to provide the Executive Director with additional physician's statements at least once every thirty (30) days, or more frequently, if requested, attesting to your continued inability to work. You may also be required to provide LRRRA with access to your medical records or to submit to an examination by a physician designated by LRRRA, at its discretion.

During this leave, if granted, LRRRA will continue to provide its portion of the health insurance benefits. All other company benefits, including those that operate on an accrual basis such as vacation and sick leave will not continue to accrue during the leave of absence. Any benefits that are currently paid by the employee through payroll deduction will continue to be the responsibility of the employee. The employee must remit the required amounts to LRRRA if they wish to continue the benefits; if the employee wishes to suspend those benefits a written notice should be given. If the employee has not returned to work at the end of this leave, all benefits will cease and the employee's employment with LRRRA will terminate. Before being permitted to return from Extended Medical Leave, employees are required to present to the Executive Director a note from their physician indicating that they are released to return to work.

Just as with Medical Leave of Absence, reinstatement cannot be guaranteed to any employee returning from Extended Medical Leave.

10.12 REVOCATION OF LEAVE.

Subject to State and Federal requirements, a Medical Leave of Absence and an Extended Medical Leave of Absence may be revoked by LRRRA upon receipt of evidence that the cause for granting the leave was misrepresented or has ceased to exist. If leave of absence is revoked and an employee fails to return to work, they will be considered to have voluntarily abandoned their position with LRRRA and all benefits will cease.

10.13 ADMINISTRATIVE LEAVE

The Executive Director may authorize administrative leave, with or without pay, when warranted by unforeseen circumstances not otherwise provided for in the policies.

10.14 ABANDONMENT OF POSITION

Unauthorized absence from work for a period of three consecutive working days will be considered by the Executive Director as a voluntarily resignation.

SECTION 11 - HOLIDAYS

11.1 GENERAL POLICY

- a. Holidays are approved every year by the LRRRA Board of Directors.
- b. Temporary employees and part-time employees are not paid for holidays not worked.
- c. An employee who is absent without approved leave on the workday immediately preceding or following a holiday will not be paid for the holiday.
- d. Whenever an approved holiday falls on a Saturday or Sunday, it will be observed on the Friday preceding or the Monday following, as determined by the holiday schedule approved annually by the LRRRA Board of Directors.
- e. Shift employees whose work schedule falls on an approved LRRRA holiday will be credited with eight hours vacation leave that will be added to the employee's individual vacation accrual.

11.2 HOLIDAY DURING VACATION

If an official holiday falls within a regular employee's approved vacation schedule, the employee will be granted the holiday and not charged for a day of vacation.

11.3 WORK DURING HOLIDAYS

If the Executive Director finds it necessary to do so, they may direct some or all employees of a department to report for work on any holiday. Regular full-time employees that are required to work on a holiday normally will be given an alternate day off during the same work week, if possible. If a non-exempt employee is caused to work overtime due to working a holiday, the overtime will be addressed pursuant to the Overtime provisions of this policy.

SECTION 12 - HEALTH AND SAFETY

12.1 SAFETY POLICY

It is the policy of the LRRRA to make every effort to provide healthy and safe working conditions for all its employees.

12.2 EMPLOYEE RESPONSIBILITIES AND DUTY TO REPORT

Employees are responsible for conducting their work activities in a manner that is protective of their own health and safety, as well as other employees and the public at large. An employee must report every on-the-job accident, no matter how minor, to their supervisor within 24 hours. The supervisor is responsible for immediately providing written notification of the same to the Executive Director. Failure to report an on-the-job injury, no matter how minor, is grounds for disciplinary action. **An employee shall report immediately to their supervisor and the Executive Director any condition that in the employee's judgement threatens the health and safety of employees or visitors.**

12.3 ON-THE-JOB INJURIES – WORKERS' COMPENSATION

LRRRA carries Workers' Compensation Insurance for its employees. This insurance provides medical expenses and a weekly payment if an employee is absent from work because of a bona fide, on-the-job, work-related injury for more than seven days. All workers' compensation insurance claim forms must be submitted to the Director of Finance immediately for appropriate action. An employee who has been out on work injury related leave must submit a physician's statement of medical condition and release to return to work before the employee may return to work.

While on leave, the injured employee must contact their supervisor periodically, or on a specific schedule if requested to report on their condition, and if requested provide a progress report to the Executive Director, setting forth the employee's progress and expected recovery timeline.

12.4 SMOKING AND TOBACCO USE POLICY

Purpose:

Studies have shown that smoking and other tobacco use causes serious health problems in humans. Further, improperly disposing of smoking materials has been determined to be a fire hazard. The purpose of this Policy, therefore, is to safeguard the health and safety of employees and members of the public and to reduce the effects or other hazards caused by tobacco use.

Policy:

Smoking and tobacco use by employees and the Public is restricted by the guidelines set forth below. The policy is designed to protect all persons from unwanted exposure and the harmful effects of tobacco products.

Procedures:

- 1) Smoking and other tobacco use by employees is prohibited in all LRRRA owned and operated vehicles, buildings, and facilities.
- 2) In addition to the above prohibitions, smoking and other tobacco use is also prohibited in the following areas:
 - a. Within 25 feet of any doorway, entryway, or window of any LRRRA owned property or property used by LRRRA employees.
 - b. Within 100 feet of any fuel island and/or fuel storage facility.
 - c. In any LRRRA owned vehicle.
 - d. In personal vehicles used on LRRRA business when the vehicle is occupied by more than one person.
- 3) Signs and lettering will be posted on all LRRRA buildings stating, "No Smoking."
- 4) The Executive Director may make an exception to this policy in writing at his or her sole discretion upon written request by a department head.

Definitions:

Smoking and tobacco use- smoking and tobacco use is defined as the smoking, vaping, or use of any tobacco products, including but not limited to, cigarettes, cigars, spit, and smokeless tobacco, chew, snuff, snus, electronic cigarettes, and other non-FDA approved nicotine delivery devices.

Responsibility:

It is the responsibility of those who choose to use tobacco materials to do so following the guidelines above. It is the responsibility of supervisors to monitor adherence to this policy. New employees should be made aware of this policy. All employees of, and contractors of LRRRA are expected to comply with this policy. Non-compliance with this policy will result in corrective action.

Smoking Cessation:

Employees who are interested in quitting the use of tobacco products should review their Medical Benefits Covered Expenses document regarding Nicotine Replacement Therapy.

12.5 DRUG-FREE WORKPLACE

LRRRA is committed to maintaining a safe workplace and to fostering the well-being and health of its employees. As part of this, LRRRA is committed to a workplace that is free from the influence of alcohol and/or drugs. It is a violation of LRRRA policy for an employee to possess, sell, trade, or to offer for sale illegal drugs, or otherwise engage in the illegal use of drugs or

alcohol on the job. It is also a violation of LRRRA policy for any employee to operate a LRRRA vehicle or report to work under the influence of illegal drugs or alcohol; that is, with illegal drugs or alcohol in their body. It is a violation of LRRRA policy for an employee to use prescription drugs illegally. Legal use of a prescription drug or over the counter medication that may impair the employee's job performance or abilities should be reported by the employee to their supervisor immediately. Employees who violate this policy are subject to disciplinary action up to and/or including immediate termination.

As a condition of employment, all employees of LRRRA must sign a Notice and Consent form agreeing to submit to drug and alcohol testing at the expense of LRRRA. LRRRA employees are required to be drug and alcohol-free during work hours and as a condition of employment may be subjected to submit to drug testing under the following circumstances:

- a. When there is a reasonable suspicion¹ the employee is using illegal drugs or controlled substances, using prescription drugs beyond the directions of a physician, or under the influence of alcohol during working hours;
- b. When an employee is involved in any on the job accident;
- c. When random, non-discriminatory testing is performed by LRRRA; or
- d. Upon any other reasonable basis.

12.6 VIOLENCE AND WEAPONS

LRRRA's policy is to maintain a work environment free of violence and weapons. Subject to the provisions of Texas Government Code sec. 411.209, no unlawful firearms or other weapons are allowed in any LRRRA vehicle, premises, or office. If an employee is a handgun license holder, they should take specific notice of Texas Penal Code sec. 46.035 provisions relating to institutions of higher education that apply to Texas Tech University and South Plains College premises. Further, Texas Penal Code sec. 46.035(c) makes it unlawful for a handgun license holder to "intentionally, knowingly, or recklessly" carry a handgun in a duly noticed open meeting of the Authority.

Further, no type of violence or abusive, threatening, or harassing conduct, whether physical or verbal, will be tolerated by any employee or guest and is strictly prohibited. This includes any and all threats of violence, direct or indirect, serious or said jokingly or in jest. All acts of violence, threats, or abusive or harassing conduct are to be reported immediately to a supervisor or the Executive Director. All reports of violence or other improper conduct will be taken seriously and investigated and will be subject to sanctions appropriate for the improper

¹ Reasonable suspicion may also include the following: abnormal or erratic behavior, direct observation of alcohol or drug use, physical symptoms of drug or alcohol use (glassy or bloodshot eyes, odor, slurred speech, poor coordination, etc.), or any other reasonable ground.

conduct involved, up to and/or including immediate termination. Employees must realize that what they might consider to be joking behavior that involves threats of violence or other threatening behavior may be considered to be a threat of violence by another employee and will be taken seriously by LRRRA, even if an employee insists they were only joking.

12.7 PANDEMIC POLICY

Purpose

1. To provide policy guidance that ensures continuity of government operations during an extended pandemic.
2. To support community wide measures to combat the pandemic while providing essential services.
3. To support LRRRA employees as they face personal and family needs as well as public service responsibilities.

Policy

Community Goals for Pandemic Management:

1. Limit exposure and resulting illness and loss during a pandemic
2. Maintain continuity of essential services
3. Minimize social disruption
4. Reduce economic losses

Definitions

Pandemic:

Worldwide outbreak of influenza from a new virus for which humans have no immunity. The virus would spread easily from person-to-person and cause serious illness because people do not have immunity to the new virus, for which vaccines are not yet available. A pandemic may come and go in waves, each of which can last for months at a time. Everyday life could be disrupted due to people in the same community or of the same employer becoming ill at the same time. These disruptions could interrupt or compromise the provision of health care services, government services, including public safety, as well as private business operations.

Physical Distancing:

Actions taken by the authorities or individuals to limit person-to-person contact during the pandemic. These measures may include encouraging or requiring employees to "telecommute", providing alternative means of conducting business such as teleconferencing/video conferencing, and closing schools or public gathering places such as theaters, restaurants, libraries, parks, and museums.

Essential LRRRA Public Services:

Governance, potable water and wastewater systems, utilities, roadways, data center critical infrastructure, and fuel supplies in addition to the work necessary to support the continuation of these services during the pandemic emergency.

Procedures

1. Continuity of Governmental Operations

LRRRA Departments will develop plans for the continuity of essential services of the government, and public health (water, wastewater, gas, and electric), the preservation of vital records, and the basic administrative services needed to maintain these services. As is practical, other public services will be provided when appropriate. LRRRA Departments shall follow these procedures in preparing for a pandemic event.

2. Executive Director Activates Pandemic Emergency Response

State law authorizes the Lubbock County Health Department to declare a pandemic emergency. Based on this declaration and/or directives from federal and state authorities, the Executive Director shall activate the LRRAs response under this policy.

3. Special Duty to Assist Public

During a community emergency, the employees of the LRRRA have a duty to serve, maintain vital services, and to take protective measures for themselves. It is critical that they become an emergency work force that may be redeployed to deal with the emergency.

4. Orders of Succession and Delegation of Authority

To ensure continuity of government during a pandemic emergency, the LRRRA shall have clearly written, published, and readily accessible orders of succession and delegated authority for:

- 1) LRRRA Executive Director
- 2) Board of Directors
- 3) Department Managers

The order of succession and delegation of authority for LRRRA officials shall be the following:

- 1) Executive Director
- 2) Board President
- 3) Board Vice President
- 4) Board Secretary/Treasurer

Under the authority of the LRRRA Executive Director, Department Managers shall prepare orders of succession and delegation of authority for their various departments.

5. Departments Plan for Redeployment to Vital Functions

The impact of a pandemic is recognized to have potential effects on LRRRA operations in a variety of ways. To ensure continuity of services, plans are being made for redeployed personnel to carry out critical functions and priority support functions as needed to ensure continuity of government. Department Managers will develop a list of personnel from other departments to maximize assignment flexibility when faced with multiple simultaneous absences. These need not be an employee whose current position requires carrying out the function, but an employee who, because of experience and training, could reasonably be expected to handle the function at a reasonable and safe level.

6. Physical Distancing

It is recognized that social distancing is necessary and inevitable in a pandemic emergency to:

1. Limit the spread of disease,
2. Protect essential service personnel when performing their duty,
3. Ensure continuity of operations.

Departments shall identify in advance and prepare for implementation of telecommuting for vital LRRR business. This includes necessary arrangements for home-work stations with computer/phone access.

The LRRR Executive Director will make necessary arrangements for video and teleconferencing public meetings.

7. Minimum Staffing

The Administrative Coordinator shall manage a central clearinghouse for redeployment of employees not otherwise assigned to an essential function through their regular job assignment.

To prepare for maximizing staff resource availability for the emergency situation, the Administrative Coordinator and the Departments shall develop and maintain a list of employees capable of performing critical jobs necessary to maintain and/or support essential LRRR operations and continuity of government.

During an emergency, the availability of capable staff shall be monitored. When necessary to ensure adequate service, discretionary leave shall be cancelled.

8. Deployment of Personnel

Flexible scheduling shall be maintained to reduce or to lengthen hours of operation as needed to provide a variety of alternative work shifts and work schedules.

9. Protection of Personnel and Customers

In taking measures to ensure continuity of operations, the LRRR will also help protect the health, safety, and welfare of the community. However, a special obligation exists to help prevent disease spread when performing functions. Therefore, personal protective equipment and additional disinfection procedures will be provided to safely conduct LRRR business and limit the spread of disease. The use of such will be required if recommended by health authorities. Other efforts will be made such as the posting of public health reminders in LRRR facilities and restrooms for hand washing; the closing of public gathering places as ordered by the Governor; providing and encouraging alternative processes to conduct vital business and maintain continuity of LRRR services. At the discretion of the LRRR Executive Director or his/her designee, the LRRR may also require employees to take paid or unpaid leave to protect personnel and customers.

SECTION 14 - TERMINATION FROM EMPLOYMENT

14.1 VOLUNTARY TERMINATION

Employees who voluntarily terminate their employment with LRRRA, either by resignation or retirement, are requested to provide a least 10 working days' notice. This notice should be given in writing and provided directly to the Executive Director. Employees who have been employed for more than six months who resign or retire and give the appropriate 10 days' notice will be paid for any unused accrued vacation time they have available. Employees who do not give the appropriate notice will have any of their unused vacation time reduced by two weeks and will be paid only for any remaining accrued and unused vacation time. Employees who are retiring should keep in mind that greater notice than the above 10 working days will be required in order for retirement payments to be timely available.

14.2 REDUCTION IN FORCE

An employee may be terminated when their position is abolished, when there is either a lack of funds or a lack of work, or for any other reason deemed necessary. When reductions in force are necessary, decisions on individual termination will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, (3) transferability of the employee's skills to remaining positions with the LRRRA; and (4) the best business interests of LRRRA at that time as well as any other factors that might be relevant to the given circumstances.

14.3 INVOLUNTARY TERMINATION

All employees are employed at will and, within the limits of State and Federal Law applying to public employment, may at any time during their employment be terminated with or without notice, for any reason or no reason. An employee whose employment is terminated will be expected to leave the premises of LRRRA immediately. Employees who are terminated will be paid any wages due to them within six days after their termination or by the next payday, whichever is sooner. Employees who are terminated from employment with LRRRA will not be eligible to receive payment for any unused accrued vacation or sick time.

14.4 PAYMENT FOR UNUSED COMPENSATORY TIME

All nonexempt employees who have not used all their earned compensatory leave time will be paid for such time upon termination from employment and such payment will be included in the employee's final paycheck. Compensatory leave time (for nonexempt employees) will be calculated as the total number of hours for which compensation is due times the employee's hourly rate. Any amount paid for unused vacation or compensatory time will be based on the hourly rate in effect for the employee at the time of termination. Since the compensatory time was recorded at one and one-half times the hours worked, the payment for these hours is equivalent to time and one-half pay for the hours worked.

14.5 COBRA

The Federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) provides individuals with the option of continuing group health and dental insurance coverage, under specified conditions and at the individual's full expense, beyond the date which the insurance would otherwise terminate. Upon termination from employment, employees will be provided with notice concerning insurance continuation under COBRA.

SECTION 15 - GRIEVANCE POLICY AND PROCEDURE

15.1 GENERAL POLICY

It is LRRRA policy, insofar as possible, to prevent the occurrence of employment disputes and to attempt to deal promptly with any that might arise. If an employee has any complaint or concern regarding their work or work environment or any other matter relating to their employment with LRRRA, they must follow this grievance procedure to address the same.

For these purposes, a “grievance” is a written complaint on an LRRRA Grievance Form (Appendix I) regarding any disagreement over a specific action taken against the employee, a concern or dispute regarding compensation, hours of work, working conditions, performance evaluation or any other general complaints that a formal written grievance is turned in on.

15.2 FINAL AUTHORITY

Grievances will typically first be heard by the employee’s supervisor and from that decision can be appealed up to the Executive Director. Grievances against the Executive Director will be heard as outlined below. The Executive Director’s decision shall be the final authority on all grievance issues other than those grievances directly relating to the Executive Director.

15.3 GRIEVANCE PROCEDURE

The following procedures are applicable to employee grievances:

- a. Informal Conference Encouraged. Prior to filing a grievance, employees are encouraged to attempt to resolve the issue by an informal conference with their immediate supervisor. If this informal conference does not result in a resolution of the issue, the employee may proceed with filing a written grievance.
- b. Grievance. A Grievance must be in writing (on an LRRRA Grievance Form Appendix I), signed by the employee, and presented to the employee’s supervisor and the Executive Director **within 10 working days after the alleged action upon which the grievance is based occurred.** A statement of the specific remedial action requested by the employee must be included in the written grievance.

If an employee wishes, they may present their grievance on their own or through a representative (who does not claim the “right to strike”) of their own choosing and they or their representative may also call witnesses to present their grievance. The filing of a grievance shall not affect LRRRA’s ability to pursue disciplinary or termination actions.

c. Grievance Process and Deadlines. A grievance cannot be brought on an incident or situation that is more than ten (10) business days old. After being presented with a timely written and signed grievance complaint, LRRRA will proceed as follows:

1. Notice will be provided to the Executive Director, or if grievance is directly related to the Executive Director, to the LRRRA Board of Directors President;
2. A grievance hearing date will be scheduled within five days of the date the grievance was filed and the employee notified of the hearing date in writing;
3. On the scheduled hearing date, the party presiding over the grievance hearing will meet with the employee, and if applicable the employee representative, and such other persons as may be necessary to gather the facts and hear the presentation of witnesses (appropriate time limits may be imposed if the presentation of evidence and witnesses becomes unreasonably lengthy);
4. The party hearing the grievance may attempt to resolve the grievance with the employee and/or the employee's representative; and
5. The party hearing the grievance will communicate their decision to LRRRA and the employee in writing within five working days after the grievance hearing is completed, sending a copy of the decision to the Executive Director or if the grievance relates directly to the Executive Director, to the LRRRA Board of Directors President.
6. An employee's failure to appear at their scheduled grievance hearing will constitute withdrawal of the employee's grievance.

If an employee has not received a written decision to their grievance within five working days after the grievance hearing was conducted, or the employee is not satisfied with the decision, the employee must file a written appeal with the Executive Director within 10 working days from the date the grievance decision was received, or if no written decision is received, within 10 working days after the date the a grievance decision should have been received under the time frame set forth above. The decision of the Executive Director is final except in those cases where the grievance directly relates to the Executive Director, in which case the appeal of the grievance decision of the Executive Director must be filed with the LRRRA Board of Directors President within 10 working days of the employee's receipt of the Executive Director's decision. The presiding

officer of the governing body will appoint a panel of governing body members to hear the appeal and rule on it not later than 30 days following receipt of the written appeal.

- d. Grievances Relating to Harassment or Discrimination. If the employee's grievance is related to alleged harassment or discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age, national origin, disability, political affiliation, citizenship, veteran's status or genetic information (including family medical history) then the initial written grievance may, at the employee's option, be submitted directly to the Executive Director, or if the grievance relates to the Executive Director, to the LRRRA Board of Directors President. In the case of grievances relating to harassment or discrimination, the LRRRA Harassment Policy must also be followed, and the appropriate harassment compliant form completed by the employee. If a harassment complaint and grievance are filed together, to allow adequate time for investigation of the allegations, the Executive Director or presiding officer will issue a written decision on the grievance proceeding not later than the close of the 30th working day following the day on which the formal grievance was received. The decision of the Executive Director, or of a panel of governing body members appointed by the presiding officer to hear a grievance regarding the Executive Director, is final.

- e. Requirement for Appeal if Dissatisfied. If the employee is dissatisfied with a decision during the grievance process, they must appeal to the next level, in writing, within the established time period set forth above. Failure to appeal within the time frames set forth above will result in a determination that the employee is satisfied with the last decision and does not wish to appeal.

SECTION 16 - TRAVEL AND EXPENSE REIMBURSEMENT
AND USE OF LRRRA CREDIT CARD

16.1 GENERAL POLICY

The policy of the LRRRA is that employees are to be fully reimbursed for necessary and reasonable job-related expenses incurred in the authorized conduct of LRRRA business, including business-related travel. Employees must complete a Travel Application form before any travel which involves an overnight stay. The request should include an estimate of costs to be incurred. All travel expenses are subject to requirements of documentation and reasonableness and will be honored in conformity with adopted policies and procedures, provided that the travel was properly authorized and that the funds are available in the LRRRA's budget. In order to seek reimbursement for travel expenses, an employee must turn in all receipts within three workdays after the employee's return from the trip. Expenses that are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.

16.2 TRANSPORTATION AND SUBSISTENCE

Employees in travel status shall be entitled to transportation, accommodations, and meals which are reasonable and meet adequate quality standards for convenience, safety, and comfort. This policy means that travelers shall, whenever possible, use the most economical accommodations which meet reasonable requirements. Employees engaged in necessary and authorized travel in conduct of LRRRA business will be reimbursed for actual costs and documented reasonable expenses necessary to conduct the business for LRRRA. Reimbursable subsistence expenses will generally be for food, registration, lodging, parking, tolls, taxi, and reasonable gratuities.

16.3 PERSONAL VEHICLE

Where use of a personal vehicle is judged to be the most reasonable means of transportation in the conducting of occasional official LRRRA business, reimbursement will be at the current per mile rate prescribed by LRRRA policy for its employees. Employees are expected to report the shortest distance between points of departure and destinations for all travel. Travel between an employee's residence and the LRRRA office is not eligible for reimbursement. Mileage reimbursements will be made monthly based on the appropriate monthly report being completed and submitted by the employee. In the case of LRRRA employees who drive their personal vehicle for official LRRRA business on a regular basis, the LRRRA Board may elect to pay such employees a set monthly car allowance rather than the per mile reimbursement rate.

16.4 TRAVEL EXPENSE FORM FOR REIMBURSEMENT

As soon as an employee returns from a trip, or at least within three working days of the travel, they must turn in all receipts to the Administrative Coordinator so a Travel Expense Form may be completed. LRRRA will issue a reimbursement check to the employee for allowable out-of-pocket expenses.

16.5 PROHIBITED EXPENDITURES

Costs of personal entertainment, spouse's expenses, amusements, social activities, traffic citations, or illegal activities are not allowable for reimbursement.

16.6 LRRRA CREDIT CARD USE

LRRRA provides credit cards for use by designated LRRRA employees, and they are intended for LRRRA business use only. Each month the employee who is responsible for a credit card will be issued a copy of the bill for that credit card and it is the responsibility of the employee to review this bill and determine its accuracy. The employee is responsible for the receipts of items charged throughout the month. Each amount on the monthly billing must have a receipt or some type of documentation to support it, which should be attached to the bill. If any charges are determined to be inaccurate or inappropriate, they should be reported to the Manager of Accounting. Employees will be required to reimburse LRRRA for any inappropriate charges made to the LRRRA credit card. Credit cards should never be used for personal expenses.

APPENDIX A

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
EMPLOYEE POLICY MANUAL
ACKNOWLEDGEMENT AND AGREEMENT**

I _____, hereby acknowledge that I have received a copy of The Lubbock Reese Redevelopment Authority (“LRRRA”) Employee Policy Manual (“Manual”) as well as all documents and appendix items related thereto. I understand and agree that I am responsible to read and comply with the policies and procedures outlined in the Manual as well as any rules and regulations that might be provided to me separately or established in the future whether contained in an amendment or revision of this Manual or otherwise provided or established.

I also understand and agree that the policies and procedures in this Manual as well as any other policies or procedures that I might be provided throughout my employment with LRRRA may be changed at any time by LRRRA and that LRRRA reserves the right to change my hours, wages and/or working conditions or any other policies and procedures relating to my employment at any time, with or without notice, and any such changes are effective at the time they are made regardless of notice. I further understand and agree that no one at LRRRA, other than the Board of Directors by a written agreement signed by the Board President, has the authority to enter into any agreement with me, expressed or implied, concerning the term of my employment, conditions of my employment or the circumstances under which my employment may be terminated.

I expressly understand, acknowledge, and agree that nothing in this Manual or any LRRRA policies and procedures that may be published or provided by LRRRA to me creates or is intended to create any promise or representation of any continued employment and that my employment with LRRRA is expressly understood at all times to be **AT WILL**. I understand and agree that my **AT WILL EMPLOYMENT** may be terminated **AT THE WILL** of either LRRRA or myself at any time, for any reason or no reason, with or without notice. I further understand acknowledge and agree that this Manual and any related policies or procedures that might be provided to me throughout my employment are not intended to, nor do they bestow any additional rights or benefits upon me. My signature below indicates my understanding and agreement that my **AT WILL EMPLOYMENT** status is the only and entire agreement between myself and LRRRA concerning the duration of my employment and the circumstances under which my employment may be terminated. Further, I understand and agree that this agreement supersedes all prior agreements, understandings and/or representations concerning my employment with LRRRA.

Employee’s Signature

Date

APPENDIX B

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
WORKPLACE HARASSMENT POLICY
ACKNOWLEDGMENT AND AGREEMENT**

I _____, hereby acknowledge receipt of the LRRR Workplace Harassment Policy contained in the LRRR Employee Policy Manual as well as a copy of the Harassment Complaint Form. I understand I am responsible for reading, understanding, and complying with such policy and any amendments or modifications thereto.

I hereby agree to comply with and follow the policies and procedures set forth in the LRRR Harassment Policy. I agree to follow the procedures established by said policy and any amendments or modifications thereto throughout my employment with LRRR and my signature below as well as my continued employment represent my agreement to comply with any amendments or modifications to said policy.

Employee Signature

Date

APPENDIX C

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
PAYROLL DEDUCTION AUTHORIZATION AGREEMENT**

I _____, hereby agree, consent, and authorize LRRRA to deduct from any payroll checks or deposits or other payments due me, for the following:

1. Any costs associated with Employee's use of LRRRA telephone, facsimile, copy machines, office supplies, postage or other LRRRA property or equipment other than use in connection with LRRRA business;
2. Any amounts due and owed to LRRRA by reason of fraud, embezzlement, theft, or any unauthorized use of any LRRRA property, goods, services or other assets by Employee;
3. Any amounts owed for the value of any LRRRA property that has not been returned to LRRRA by Employee upon termination, including but not limited to uniforms, equipment, supplies, etc.;
4. Any sums due and owing to LRRRA from Employee for Employee's portion of any benefit plan established by or participated in, including but not limited to, medical insurance, disability insurance, 401K or retirement plans, or any other employee benefits; and
5. All amounts that are required by law through attachment, garnishment, levy, withholding or other legal or judicial process to be paid by LRRRA to others on behalf of or for the benefit of Employee, including but not limited to wages or salary that are garnished or attached by state or federal agencies for payment of child support or other obligations.
6. Any amount of overpayment.

I agree that all applicable deductions including but not limited to those listed above, may be withheld from any paycheck or other payment due me throughout my employment with LRRRA or upon termination of employment with LRRRA, whether the termination is voluntary or involuntary.

I further specifically agree and acknowledge that in the event LRRRA does not withhold any amount due and owing from any payroll check or payment, LRRRA has not and does not in any way waive or otherwise modify or limit its ability to make deductions from subsequent payroll or other checks or payments or to pursue any other remedy or proceeding to collect sums alleged to be due from me. I agree and acknowledge that LRRRA may make or not make deductions from any payroll or payment check in its sole discretion and is not in any way limited for not doing so.

Further, in the event the amounts due to LRRRA exceed the available amount of payroll or paycheck in any pay period, the Employee shall, upon request from LRRRA make such additional payment to LRRRA to extinguish in the full amount due and owing to LRRRA for any excess due.

Employee Signature

Date

APPENDIX D

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
NON-DISCLOSURE/CONFIDENTIALITY ACKNOWLEDGEMENT AND AGREEMENT**

I _____, understand that as an employee of LRRRA I may become aware of, process, or otherwise learn confidential or proprietary information concerning LRRRA, its customers or employees. I understand that as an employee of LRRRA I have an obligation to LRRRA to keep confidential and not to disclose any and all confidential information that I learn or may become aware of as a result of my position with LRRRA, unless otherwise required by law to disclose.

I further agree that I will not disclose or remove from LRRRA property (either physically, by copying or by transferring electronically) any confidential or proprietary information of either LRRRA, its customers or employees, including but not limited to any materials, documents, data, software, correspondence or communications, emails (electronic or written), notes or otherwise which relate to, concern or belong to LRRRA, its customers or employees, without the express written permission of the Executive Director.

I agree that the confidentiality of information and my agreement not to disclose that information and to maintain such confidentiality shall continue even after I am no longer employed by LRRRA.

I understand that violations of the Non-Disclosure / Confidentiality Agreement will not be tolerated and will subject me to disciplinary action, up to and including termination by LRRRA and may also subject me to individual liability and legal liability.

I confirm that I have read the above statements and agree with them and will in all respects adhere to all of terms of this Non-Disclosure / Confidentiality Agreement throughout and after my employment with LRRRA.

Employee Signature

Date

APPENDIX E

LUBBOCK REESE REDEVELOPMENT AUTHORITY CODE OF CONDUCT ACKNOWLEDGEMENT AND AGREEMENT

Lubbock Reese Redevelopment Authority (LRRRA) is a political subdivision of the State of Texas and as such it is very important that all LRRRA employees and representatives carry out their duties in an ethical, fair, and legal manner avoiding actual and perceived conflicts of interest. As such LRRRA employees and LRRRA board members must comply with the following Code of Conduct.

A. Definitions

1. **Benefit** means any economic gain or economic advantage to an officer or employee or to a relative of an officer or employee, but does not include:
 - a. Political contributions made and reported in accordance with law;
 - b. Awards publicly presented in recognition of public service;
 - c. Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities;
 - d. Commercially reasonable loans made in the ordinary course of the lender's business;
 - e. Complimentary copies of trade publications;
 - f. Reasonable hosting, including travel and expenses, entertainment, meals, or refreshments furnished in connection with public events, appearances or ceremonies related to official LRRRA business, if furnished by the sponsor of such public event or in connection with speaking engagements, teaching or rendering other public assistance to an organization or another governmental entity; and
 - g. Any economic gain or economic advantage conferred by any one person or organization if the economic value totals less than \$50.00 per calendar year.
2. **Confidential Information** means any written information that could be excepted from disclosure pursuant to the Texas Open Records Act, if such disclosure has not been authorized pursuant to law; or any non-written information which, if it were written, could be excepted from disclosing under that Act, unless

disclosure has been authorized pursuant to law. Such information may be the information of LRRRA or its clients or customers which is learned by the LRRRA employee from LRRRA's relationship with such clients or customers. LRRRA employees shall not disclose information to anyone either during or after their employment with LRRRA.

3. **Employee** means a person employed by LRRRA, including those individuals on a part-time basis; but does not include an independent contractor or any LRRRA Board of Directors member. For purposes of this Code and for no other purpose, the term employee includes volunteers.
4. **Relative** means a person who is related to an official or employee as spouse or any of the following, whether by marriage, blood, or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law.
5. **Volunteer** means an individual who provides services to LRRRA without any expectation of compensation or financial gain and without receiving any compensation or financial gain.

B. Standards of Conduct

1. Employee shall not:
 - a. Ask or expect or make any statement or carry out any behavior that indicates that the employee asks or expects contractors or others with whom LRRRA does business to in any way favor LRRRA or any individual staff members with special treatment;
 - b. Accept or solicit, for personal financial gain, any benefit that might reasonably tend to influence them to act improperly in the discharge of their official duties;
 - c. Use their official positions improperly to secure unwarranted privileges or exemptions for themselves, relatives, or others. This provision does not preclude officers or employees from acting in any manner consistent with their official duties or from zealously providing public services to anyone who is entitled to them;
 - d. Participate in making or influencing any LRRRA decision or action in which they know that they have any financial interest distinguishable from that of the public generally or from that of other employees generally;

- e. By their conduct give reasonable basis for the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their official duties, or that they are unduly affected by the kinship, rank, position or influence of any person;
- f. Use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reasons of their position with LRRRA. This provision applies to former officers and employees as well as to current ones;
- g. Transact any business (other than ministerial acts) on behalf of LRRRA with any business entity of which they or their relatives are officers, agents, or members or on which they or their relatives have a financial interest. In the event such a circumstance arises, then they shall make known their interest, and in the case of an employee, disclose the matter to an appropriate administrative authority within LRRRA so that reassignment or other suitable action may be taken to remove the employee from any further involvement in the matter;
- h. Accept other employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities within LRRRA, or which might impair their independent judgment in the performance of their public duty;
- i. Receive any fee or compensation for their services as employees of LRRRA from any source other than LRRRA, except as may be otherwise provided by law. This shall not prohibit their performing the same or other services for a public or private organization that they perform for LRRRA if there is no conflict with their LRRRA duties and responsibilities and the Executive Director has approved such other outside employment;
- j. Knowingly performs or refuses to perform any act in order to deliberately thwart the execution of any LRRRA rules or regulations or the achievement of official LRRRA programs;
- k. Personally represents or appears on behalf of the private interest of another before LRRRA;
- l. Participate in any decision relating to review or approval of any contract that affects the employee's personal pecuniary interest;

- m. Use his or her official authority or influence to seek to interfere or interfere with or affect the result of any election or nomination for office; or
- n. Use funds provided by the State of Texas to influence or seek to influence the passage or defeat of any legislative measure in the Texas Legislature or the outcome of any election.

2. Employee shall:

- a. In all activities on behalf of LRRRA carry out their activities in a fair and legal manner avoiding actual or perceived conflicts of interest and not allowing personal preferences and/or dislikes to affect decisions related to their duties for LRRRA.
- b. In all activities on behalf of LRRRA conduct their activities in full compliance with the law and the policy of LRRRA to treat all individuals, members, potential members, contractors, and others fairly and equitably and in an honest, fair, and courteous manner.
- c. Immediately disclose to the Executive Director or if the employee is the Executive Director to the LRRRA Board of Directors any relationship of the staff member or their relative with any entity doing business with LRRRA or seeking to do business with LRRRA.

I _____, an employee of LRRRA have read the foregoing Code of Conduct and agree to follow and fully comply with such Code of Conduct throughout my employment with LRRRA.

Employee Signature

Date

APPENDIX F

LUBBOCK REESE REDEVELOPMENT AUTHORITY TECHNOLOGY, INTERNET, AND EMAIL USE POLICY ACKNOWLEDGEMENT AND AGREEMENT

INTRODUCTION

LRRRA's technical resources—including desktop and laptops, tablets, telephones, Internet and/or World Wide Web (Web) access, voicemail, e-mail, electronic bulletin boards, and cell phones—enable employees to quickly and efficiently access and exchange information throughout LRRRA and in fact around the world. When used properly, these resources can greatly enhance employee productivity and knowledge and benefit LRRRA and its clients.

Because many of these technologies are constantly evolving and changing it is important to understand how they fit within LRRRA and within the responsibilities of LRRRA employees. This policy applies to all technical resources that are owned by LRRRA or that are used on or accessed from LRRRA premises or with LRRRA equipment or that are otherwise used for LRRRA business purposes.

NO EXPECTATION OF PRIVACY

Although LRRRA respects the individual privacy of its employees, employees should understand that they have no reasonable expectation of privacy in connection with their use of LRRRA's physical property. This includes but is not limited to vehicles, desks, lockers, etc. or LRRRA's technical resources, including but not limited to desktop computers, laptops, tablets, telephones, Internet and/or World Wide Web (Web) access, voicemail, e-mail, electronic bulletin boards, and cell phones and any other equipment used for LRRRA business. This equipment is property of LRRRA and may be accessed by LRRRA at any time, with or without notice. Further, employees may not withhold information maintained within company supplied containers, including but not limited to, vehicles, desks, computer files, briefcases, office cabinets, lockers and/or computer databases.

All information—including internet usage, e-mail messages and files—created, sent, or retrieved using LRRRA's technical resources are the property of LRRRA, and should not be considered private or confidential. Employees have no right to privacy regarding any information or file transmitted or stored using LRRRA's technical resources. As an employee of LRRRA you need to understand that any electronically stored information that you create, send, or receive may be retrieved and reviewed by LRRRA. Employees should also be aware that even when a file or message is erased or an Internet session has ended, it is sometimes possible to recreate the message or locate the Web site that was accessed. LRRRA reserves the right to monitor your use of its technical resources at any time. All information, including text and images, may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

COMPANY HAS RIGHT TO ACCESS – USE OF PASSWORDS

Although voicemail, e-mail, and computer network systems, are required to be password protected, these resources belong to LRRRA and these systems are accessible at all times by LRRRA and may be subject to periodic, unannounced inspections by LRRRA for any reason, with or without notice. This policy is applicable to all LRRRA's technical resources including but not limited to electronic, telephone and computer network systems which are accessed on or from Company premises, accessed using Company computer equipment, or via Company paid access methods, and/or used in a manner which identifies the individual with LRRRA.

All system passwords must be available to LRRRA at all times; employees may not use secret passwords. LRRRA may override any applicable passwords or codes to inspect, investigate, or search and employee's files and messages. Employees should not provide a password to other employees or to anyone outside LRRRA and should never access any technical resources using another employee's password.

To facilitate LRRRA's access to information on its technical resources, employees may not encrypt or encode any voicemail or e-mail communication or any other files or data stored or exchanged on Company systems.

PLEASE CONSIDER

As you use LRRRA's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail and voicemail messages are sometimes not as carefully thought out as a letter or memo might be. However, even after you delete these messages or close a computer session, the information may still be recoverable and may even remain on the system or it may be forwarded or accessed by those it was sent to or it may be subject to open records laws. Keep this in mind when creating e-mail messages, voicemail messages, and other documents or communications. You must assume that someone other than the intended or designated recipient may access any and all messages, communications and sites; therefore, all communications and use of technical resources must be carried out in a professional and appropriate manner.

ACCEPTABLE USES

LRRRA's technical resources are provided for the benefit of LRRRA and its customers. These resources are provided for use in the pursuit of LRRRA business and are to be used only in that pursuit, except as otherwise provided in this policy.

Employees should seek to avoid using LRRRA's technical resources for non-work purposes. Any use of LRRRA's technical resources for non LRRRA purposes does occur it should be very minor, very infrequent, such use must comply with the requirements described in this policy and any additional expense related to such use should be reimbursed to LRRRA by the employee.

Please keep in mind that regardless of the reason for use, employees have no right of privacy regarding any information or file transmitted or stored using LRRRA's technical resources.

Employees must be aware that their email communications, social media posts and internet activity will reflect on LRRRA. Everyone is responsible for the content of all text, audio, or images that he/she places or sends over email or the internet and should use only appropriate content and exercise discretion when selecting recipients when communicating confidential or proprietary information. All communication must be for professional reasons and must be used in an effective, ethical, and lawful manner. All messages communicated on the internet must have the sender's name attached. No messages may be transmitted under an assumed name. No user may attempt to obscure the origin of the message or its sender.

UNACCEPTABLE USES

LRRRA's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet or via email should do so only on their own personal time and by their own personal internet and/or email account and not through the use of any LRRRA resources or equipment.

Solicitation for any non-LRRRA business or activities using LRRRA resources is strictly prohibited. Employee's use of LRRRA's technical resources must not interfere with their productivity, the productivity of any other employee, or the operation of LRRRA. Employees may never play games on LRRRA's computers and other technical resources.

Employees may not send e-mail or other communications that either mask their identity or indicate that someone else sent them. Employees may never access any technical resources using another employee's password.

Employees are prohibited from using LRRRA's electronic, telephonic or computer network systems in any way that may be distracting, disruptive or offensive to others. Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted using LRRRA resources must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, any pornographic, sexual, racial, or gender-specific comments, jokes, or images that would offend someone on the basis of his or her race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age, national origin, disability, political affiliation, citizenship, veteran's status or genetic information (including family medical history) as well as any other protected category. Any use of Company resources to harass or discriminate is unlawful and strictly prohibited. Violators will be subject to discipline, up to and including immediate termination.

CONFIDENTIAL INFORMATION

All employees should safeguard the confidential information of LRRRA, as well as that of customers and others, from disclosure. Therefore, appropriate actions should be taken to protect messages or documents containing confidential information of LRRRA as well as its clients.

COPYRIGHTED MATERIALS

Do not copy or distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through e-mail, by internet or by any other means unless you have confirmed in advance from appropriate sources that LRRRA has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by LRRRA as well as legal action against the individual employee by the copyright owner. Any questions concerning these rights should be directed to the Executive Director or the Supervisor of Operations.

SOFTWARE POLICY

Computer software is protected from unauthorized copying and use by federal and state law. Unauthorized copying or use of computer software is not allowed. Therefore, employees may not load personal software onto LRRRA's computer system and may not copy software from LRRRA for personal use.

To prevent computer viruses from being transmitted through the system no one may download unauthorized software onto an LRRRA computer. Software/program downloads from public entities, e.g., State or Federal sources, are authorized if the programs are required to process needed files/documents. Download files/programs only after careful review and approval from the Executive Director or Director of Finance. Any questions about the safety of a download file should be directed to the Executive Director or the Supervisor of Operations.

EMPLOYEE RESPONSIBILITY AND VIOLATION OF POLICY

Each employee is responsible for the content of all text, audio, or images that he/she places or sends over LRRRA's technical resources. LRRRA will review violations of any provision of this policy on a case-by-case basis. Failure to comply may result in disciplinary action up to and including termination. If necessary, LRRRA will advise appropriate officials of any legal violations which could result in criminal prosecution. Infractions will be reported to Executive Director.

I _____, have read, understand, and received a copy of the above policy on Technology, Internet, and No Expectation of Privacy Policy.

I further understand that I have no expectation of privacy in any use of LRRRA's technical resources regardless of the reason for the use.

I acknowledge that LRRRA may review any use of LRRRA's property or technical resources for any reason, with or without notice.

I agree to comply with the above outlined policy.

Employee Signature

Date

APPENDIX G

**LUBBOCK REESE REDEVELOPMENT AUTHORITY VEHICLE OPERATION AGREEMENT AND
ACKNOWLEDGEMENT**

To protect the safety of employees and the public, the following vehicle safety rules have been implemented and must be agreed to by any employee who operates an LRRRA vehicle or the employee's own personal vehicle for LRRRA business purposes:

1. Any employee driving an LRRRA vehicle must have a valid license with a good driving record and have signed this document. If there are any questions, contact the Executive Director.
2. Any employee and any passengers in a LRRRA vehicle being operated for LRRRA business must wear a seatbelt at all times and shall not text or talk on their cell phone while driving.
3. All traffic laws must be observed, and drivers must drive conservatively when operating either a LRRRA vehicles or a personal vehicle on LRRRA business.
4. Any change in an employee's driving record must be reported to the Executive Director immediately.
5. Any employee who elects to drive their own personal vehicle for LRRRA business agrees and understands that when driving their own personal vehicle on company business, their own personal insurance coverage will be primary coverage in the event of an incident or claim.
6. Further, any employee who elects to operate their own personal vehicle when on LRRRA business agrees to have insurance coverage for the vehicle and to periodically and/or upon request, provide a copy of such insurance to LRRRA.

I _____, have read, understand, and agreed to abide by the guidelines set forth in this document while operating an LRRRA vehicle or operating a personal vehicle for a LRRRA business purpose.

Employee Signature

Date

APPENDIX I

**LUBBOCK REESE REDEVELOPMENT AUTHORITY
EMPLOYEE GRIEVANCE FORM**

A grievance must be filed within 10 working days after the alleged action upon which the grievance is based occurred.

Once you have reviewed the LRRRA Grievance policy, if you wish to make a Grievance, legibly complete this form. Make two additional copies. Give the original to your supervisor, keep one copy for yourself and provide one copy to the Executive Director (unless your issue requires otherwise as set forth in the Grievance procedure policy).

Issue of Grievance: Provide a clear and concise statement of the specific grievance. (Describe in detail the issue, when, where, and how your employment has been affected and list the names of others involved. Attach any supporting documentation.)

Please state what applicable policy do you feel has been violated?

_____ Date of alleged violation

Relief Requested: Specify what you want to happen as a result of your grievance and/or what actions would resolve your grievance. (Attach sheet if needed.)

My signature below indicates that the information contained on this form and the attachments to this form are true and correct.

Employee Printed Name

Date

Executive Director Signature

Date

For Official Use Only

_____ Date Filed

APPENDIX J

**LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
WORKING SPOUSE PROVISION
SPOUSAL COVERAGE AFFIDAVIT**

Employee Name _____

Spouse Name _____ Spouse Employer _____

On the effective date of my coverage, My Spouse will be:

_____ Employed full-time and Employer does NOT offer health insurance coverage

_____ Employed full-time and Employer DOES offer health insurance coverage

_____ Disabled

_____ Employed part-time

_____ Self Employed

_____ Unemployed

_____ Retired

Pursuant to the Lubbock Reese Redevelopment Authority Employee Policy Manual – v.5, Section 9.1 – Medical Insurance Benefits (approved 7/26/2017), any spouse who is offered coverage for health insurance benefits under any other employer-sponsored health plan is NOT eligible to be covered under the LRRRA-sponsored health plan.

By signing below, I hereby certify that the information provided above is true, correct, and current as of the date signed. I understand that any misrepresentation in the information I have provided above will make me subject to disciplinary action and will permit LRRRA / Reese Technology Center to terminate the spouse's coverage and seek appropriate legal recourse.

I further understand that I must report any changes in my spouse's employment status to LRRRA / Reese Technology Center Human Resources Department within 30 days of the occurrence. My signature authorizes LRRRA / Reese Technology Center to verify all documents provided and contact any institution or organization to verify the facts as stated herein.

Employee Signature

Date

APPENDIX K
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
SMOKING / TOBACCO USE POLICY ACKNOWLEDGEMENT

Smoking and Tobacco Use Policy (Section 12.4, Health and Safety Policy)

Purpose:

Studies have shown that smoking and other tobacco use causes serious health problems in humans. Further, improperly disposing of smoking materials has been determined to be a fire hazard. The purpose of this Policy, therefore, is to safeguard the health and safety of employees and members of the public and to reduce the effects or other hazards caused by tobacco use.

Policy:

Smoking and tobacco use by employees and the Public is restricted by the guidelines set forth below. The policy is designed to protect all persons from unwanted exposure and the harmful effects of tobacco products.

Procedures:

- 1) Smoking and other tobacco use by employees is prohibited in all LRRRA owned and operated vehicles, boats, buildings, and facilities.
- 2) In addition to the above prohibitions, smoking and other tobacco use is also prohibited in the following areas:
 - a. Within 25 feet of any doorway, entryway, or window of any LRRRA owned property or property used by LRRRA employees.
 - b. Within 100 feet of any fuel island and/or fuel storage facility.
 - c. In any LRRRA owned vehicle.
 - d. In personal vehicles used on LRRRA business when the vehicle is occupied by more than one person.
- 3) Signs and Lettering will be posted on all LRRRA buildings stating, "No Smoking."
- 4) The Executive Director may make an exception to this policy in writing at his or her sole discretion upon written request by a department head.

Definitions:

- Smoking and Tobacco use- smoking and tobacco use is defined as the smoking, vaping, or use of any tobacco products, including but not limited to, cigarettes, cigars, spit and smokeless tobacco, chew, snuff, snus, electronic cigarettes, and other non-FDA approved nicotine delivery devices.

All employees of, and contractors of LRRRA are expected to comply with this policy. Non-compliance with this policy will result in corrective action.

Responsibility:

It is the responsibility of those who choose to use tobacco materials to do so following the guidelines above. It is the responsibility of supervisors to monitor adherence to this policy. New employees should be made aware of this policy.

Smoking Cessation:

Employees who are interested in quitting the use of tobacco products should review their Medical Benefits Covered Expenses document regarding Nicotine Replacement Therapy.

Acknowledgement:

I _____, have read the attached revised Section 12.4 from the personnel policy and I have had my questions answered. I understand the section and acknowledge my rights and responsibilities related to it.

Employee Signature

Date

BOARD ACTION ITEM #2021-0428-082

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
APRIL 28, 2021**

Item to be Considered:

Consider Employee Personnel Policy Manual Revisions

Previous Board Action:

The Board has, at various times, approved revisions to sections of the manual.

Statement of Pertinent Facts:

- a. This is the first comprehensive review and revision of the manual in many years
- b. Updates are made to the manual to bring it into compliance with current law and best practices
- c. Additions include: a new policy for social media use, a smoking and tobacco use policy, and a pandemic policy that can also be used for other disasters.

Advice, Opinions, Recommendations and Motion:

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

“Resolved, that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby authorizes the Board President to Approve the LRRRA Employee Policy Manual Revisions, on this 28th day of April 2021.”

Joseph R. Rapier, President

ATTEST:

Board Member

AGENDA ITEM 8
FY2021 MBD INCENTIVE PAY PLAN

At the November 20, 2020 Board Meeting, the Board approved the attached FY2021 Incentive Pay Plan for the Manager of Business Development. That plan imposes a cap of \$60,000 on the amount of incentive pay the MBD is eligible to collect. At this board meeting we will discuss possibly modifying the MBD incentive pay plan. More information will be provided and discussed in closed session.

Incentive Plan FY2021
Manager of Business Development – Approved

Annual FY Maximum Incentive Pay \$60,000

The MBD will earn Incentive Pay based on Qualifying Incentive Revenue (QIR) as calculated and described below. The maximum amount of Incentive Pay that will be paid out in a single fiscal year is \$60,000.

Qualifying Incentive Revenue is defined as:

1. Revenue from renewals of existing customers after all renewal options in the current lease have been exhausted – 3% will be paid out as incentive for this type of revenue.
2. Revenue from a lease for existing customers that adds new square footage – 5% will be paid out as incentive for this type of revenue.
3. Revenue from a new customer – 8% will be paid out as incentive for this type of revenue.

Non- Qualifying Incentive Revenue is defined as:

1. Lease revenue for co-location space does not qualify.
2. Revenue from Right of Usage/Right of Entry Agreements does not qualify.

Other:

- Customer renewals that are part of the original existing lease are not eligible as QIR.
- Leases that are assigned or transferred to another customer, do not qualify as QIR.
- That portion of a lease payment that contains a capital expenditure reimbursement to Reese or a pass through payment to another entity, does not qualify as QIR.
- Claw Back Provision: if after incentive pay has been made to the MBD a tenant defaults on their lease, a prorated portion of the incentive pay will be reimbursed to Reese via a credit that must be met prior to any other incentive pay paid to the MBD. If the MBD resigns from Reese and owes any defaulted incentive pay to Reese, that amount must be repaid and may be withheld from the last paycheck.
- The incentive pay will be made to the MBD at the last pay period of each quarter (December, March, June, and September), if earned, following the lease approval and signature by both the tenant and Reese.
- This Incentive Plan will be administered on a fiscal year basis (October 1 – September 30), will be reviewed annually, and is subject to change.

BOARD ACTION ITEM No. 2021-0428-083
BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY
APRIL 28, 2021

Item to be Considered:

Consider the FY2021 Manager of Business Development (MBD) Incentive Pay Plan

Previous Board Action:

The Board regularly approves compensation plans and incentive and/or bonus pay plans. At the November 20, 2020 Board Meeting, the Board approved an incentive pay plan for the MBD.

Statement of Pertinent Facts:

- a. Incentive pay on the Board-approved plan in place for FY2021 is capped at \$60,000
- b. See attached plan which is a revision of the FY2021 plan in place

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 revised FY2021 MBD Incentive Pay Plan, attached, as submitted, on this 28th day of April 2021.”

Joseph R. Rapier, President

ATTEST:

LRRR Board Member

AGENDA ITEM 9
EXECUTIVE SUMMARY
TREE REMOVAL IN FORMER HOUSING
AWARD BID TO HILDEBRANDT TREE TECH

At the March Board meeting we discussed the cost of cleaning up former housing to prepare it for sale or development. The project was broken up into two sections: one for tree removal and another for removal of the concrete. To get a cost estimate for the tree removal, staff contacted four tree removal companies and received two bids: one from Tomcat's Lubbock Tree Trimming for \$270,000 and another from Hildebrandt Tree Tech for \$200,000. Since receiving the initial bid, Hildebrandt contacted staff with a revised bid of \$131,650. This project includes removing all the trees, leaving stumps at ground height, and hauling off all the trees and cuttings. Given the abnormally competitive price, staff feels this is an opportunity that is not likely to present itself again, therefore, staff is requesting Board approval to move forward with tree removal in Former Housing by awarding the bid of \$131,650 to Hildebrandt Tree Tech.

To award this bid, the Board needs to exercise their right to suspend the purchasing policy under Section 3.10 of the LRRRA Purchase, Procurement, and Payment of Goods and Services Policy and Procedure Manual, which staff feels is appropriate in this situation and which the Board has done in the past.

BOARD ACTION ITEM No. 2021-0428-084

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY (LRRRA)
APRIL 28, 2021**

Item to be Considered:

- a. Approve a resolution awarding a bid for tree removal at Former Housing to Hildebrandt Tree Tech.

Previous Board Action:

None

Statement of Pertinent Facts:

- a. Texas Local Government Code Section 271.006 requires cities and counties to competitively bid all purchases in excess of \$50,000.00. While other types of special districts are not specifically required to competitively bid purchases in excess of \$50,000.00, the Board elected to adopt the LRRRA Purchase, Procurement, and Payment of Goods and Services Policy and Procedure Manual (approved June 24, 2020) (hereinafter, the "Policy") that requires competitive bidding of purchases in excess of \$7,000.00 (see Section 3.8.b).
- b. Section 3.8.b. additionally requires that all purchases over \$75,000.00 require the preparation of a request for proposal/price (RFP) and that the RFP be "advertised in a newspaper of general circulation once each week for at least two weeks before the deadline for receiving bids."
- c. LRRRA Staff has contacted four companies to request bids for tree removal in former housing. Two bids were received: one from Tomcat's Lubbock Tree Trimming for \$270,000 and the other from Hildebrandt Tree Tech for \$131,650. Given the very large different in price, staff does not see any benefit or change in result in procuring this service using the RFP process.
- d. In the past, the Board has suspended application of the Policy pursuant to Section 3.10, which provides the Board "reserves the right to interpret, change, modify, amend, or rescind this policy in whole or in part at any time;" and Section 3.8.b., which requires competitive bids be obtained "on all purchases in excess of \$7,000.00 unless the requirement can be properly justified for another method."

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 exercises its rights under Section 3.10 of the Purchase, Procurement, and Payment of Goods and Services Policy and Procedure Manual and suspends the requirements of Section 3.8.b. requiring the preparation of a request for proposal/price (RFP) and advertisement in a newspaper of general circulation, in order to procure the services of tree removal and award the service to Hildebrandt Tree Tech, and as approved by the Board of Directors, and subject to rules and regulations adopted by the Board relating to same, unless specifically suspended, as submitted on this 28th day of April, 2021.

Approved by: _____
Joseph R. Rapier, President

ATTEST: _____
LRRRA Board Member

Agenda Item 10 Risk Management Executive Summary

Management has an on-going process to assess and address current and anticipated risks, both direct and indirect. We recognize that these risks are a threat to Reese, therefore, this process allows us to identify potential problems before they occur so that risk-handling activities can be planned and invoked as needed.

Risk management is set up as a continuous, disciplined process of problem identification and resolution so that the system supplements other systems. This includes: organization, planning and budgeting, and cost control. Surprises will be diminished because emphasis will now be on proactive (we quantify the risk, predict the impact, and manage it) rather than reactive management. The goal is to mitigate adverse impacts on Reese.

Risk is managed in two broad ways: by retention and sharing. Retention allows Reese to accept and budget for the risk, while sharing allows us to transfer the risk by outsourcing it or by insuring against it.

An example of this is the following:

- We identify the threat: the company's server hardware malfunctions.
- We have a present process in place to manage the threat: all data is backed up to the Reese Data Center and to a cloud service.
- We share that responsibility: we contract with an outsource provider to ensure the data is being backed up to both locations.
- We plan for future treatment of the threat: we ensure updates to the system and manage the relationship with the outsource provider. In this scenario the management of the threat is both retained and shared by Reese.

Management recognizes that not all risk can be mitigated or managed. A few examples are:

- Regulatory risk – as a political subdivision of the state, we are subject to state and federal regulations. The threat of regulation is immense and unpredictable.
- Political risk – we have no control over the political environment in which we operate which is complicated by being in an era of globalization.
- Economic risk – we must consider our local economy as well as the national and global economy. Closer to home, we are impacted by the oil and gas as well as the agriculture industries. This can cause great shifts in demand for what we have to offer.

Reese management presents a semi-annual update of the Risk Management Report and the report which follows reflects updated risk assessments.

SEMI-ANNUAL RISK MANAGEMENT REPORT 4 28 2021

YELLOW SECTIONS INDICATE AN ADDITION OR CHANGE TO THAT SPECIFIC TYPE OF THREAT

ORANGE SECTIONS INDICATE THESE ITEMS WERE ON THE LAST REPORT AND HAVE SINCE BEEN COMPLETED

TECHNOLOGY

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Data Breach	*Virus and Malware Software on Each Work Station Runs Daily	*Retention/Sharing	*Upgrade Firewall / Virus Software / Malware Software	*Sharing
	*Change All Passwords and Codes as Needed	*Retention	*Continue to monitor system and determine need to changes Passwords/Codes	*Sharing
	*Inability to Access Employee Programs - Don't have passwords. Using LastPass - password repository	*Retention	*Ensure all employees are properly using LastPass	*Retention
	*Third Party System Check	*Sharing	*Third Party System Check	*Sharing
Hardware/Software Malfunction or Data Loss	*All Data Saved on Server Once a Day	*Retention	*Redundant Equipment / Hardware	*Retention/Sharing
	*Document Storage/Filing/Retrieval - Laserfiche	*Retention	*Implementation completed. File conversion in process. Next Step - Maximize Usage	*Retention
	*Server Back up of Specific Data to Reese Data Center and Cloud	*Sharing	*Maintain Updates	*Retention/Sharing
Server Down	*System Resides Behind two firewalls, on in B800 and one in B36.	*Sharing	*Maintain all servers: 1 in B36, 1 in B800, and a virtual server. Email server was decommissioned Jan 2021 and is now cloud based. All servers back up to each other.	*Sharing
Electrical	*SPEC Grid Upgrades	*Sharing	*Upgrades On-going	*Sharing
	*UPS Inspections for DC	*Retention	*On Site Inspections by Eaton	*Sharing
	*Dedicated refueling truck for the generator at DC	*Retention	*Maintain	*Sharing
	*Backup Generator at B36	*Retention/Sharing	*Scheduled Maintenance	*Retention/Sharing
Loss of Power - SPEC	*Operations Notified of Outage	*Retention/Sharing	*Redundant Equipment at B36	*Sharing
	*Call SPEC - direct access to field technicians	*Retention/Sharing	*Continue Relationship with SPEC	*Sharing
	*Monitor until Event Resolved	*Retention/Sharing	*Continue Relationship with SPEC	*Sharing
	*Customer Follow-up Report	*Retention/Sharing	*Continue to monitor	*Retention/Sharing
	*Engage LP&L for Possible Power as Backup to DC	*Sharing	*Begin Dialogue with City of Lubbock	*Sharing
B36 Support Equipment	*Emergency Repair Response for UPS'	*Retention/Sharing	* Maintenance of UPS Units with Eaton	*Retention/Sharing
B36 - Chiller-HVAC	*Replace Air Handlers	*Retain/Retention	*Completed	*Retain/Retention
B36 - Fire System	*Assess Halon Fire System and Repair/Replacement Options	*Retain/Retention	*Assess for FY22 Budget	*Retain/Retention
	*Emergency Repair Response	*Retain/Retention	*Maintenance of Chiller with TDI	*Retention/Sharing
Unknown	*Crisis Management - Alert System & Training Opportunities	*Retention/Sharing	*Consultants: SWITCH, SPEC, Parkhill	*Retention
Cyber Risk to Individual Equipment	*Inventory & Evaluate Company Owned Equipment.	*Retention	*Company Equipment Inventory Completed.	*Retention
	*There are now 2 servers. 1 used for the accounting system and general back-ups and the other server is in B36, used for data center operations. Email is now in the cloud.	*Retention/Sharing	*Continued monitoring of company exposure of Cyber Risk	*Retention/Sharing
	*State Mandated Cyber Security Training for all Employees	*Retention/Sharing	*Annual State Mandated Training to be done by June each year	*Retention/Sharing
Employee Workstation Down	*Establish extra work station in MOO office and DC. This was done with existing inventory.	*Retention	*Ensure workstations work properly	*Retention

WATER SYSTEM

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Technology	*SCADA Upgrade Water Control System	*Retention	*Monitor Integration with City of Lubbock	*Retention/Sharing
Contamination / Accident	*Flushing via Fire hydrants	*Retention	* On-going	*Retention
	*Water Operations Quality Monitoring	*Retention	*Ongoing	*Retention/Sharing
	*Enhanced Chlorination System - Installed in 2013	*Retention/Sharing	*Maintaining & Monitoring Campus Water System	*Retention/Sharing
	*PFAS/USAF Testing	*Retention/Sharing	*Monitor test results in collaboration w/ USAF	*Retention/Sharing
Age	*TCEQ	*Retention/Sharing	*On-going Inspections	*Retention/Sharing
	*Independent Tower Inspections	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*TCEQ Lead & Copper Regular Monitoring	*Retention	*Monitoring and Compliance - regular monitoring.	*Retention
Design	*Locating & Exercising all valves	*Retention	*Repair Faulty Valves	*Retention/Sharing
	*Develop Map of all Valves - This will be on-going as not all valves are identified on maps, i.e. we find them by accident.	*Retention	*Expansion of Water Utility if needed. We feel 95% of valves have been identified.	*Retention/Sharing
	*Dialogue with Water Utilities at City of Lubbock	*Retention/Sharing	*Evaluate & Redesign Overall Water Flow. Agreement with USAF for \$80M buildout will benefit LRRR by adding a looping system.	*Retention/Sharing
	*Flow Meters & Gauges Installed	*Retention	*Ongoing	*Retention
	*Add Isolation Valves on South Side of Property Between SPC 8 and B555	*Retention/Sharing	*Part of Continuing Project to Better Manage Water System	*Retention/Sharing
	*Evaluate for Upgrade - Pump Valve Tree for Elevated Tower	*Retention/Sharing	*Valves and Piping May Need Replacing and new Check Valve. Possible FY222 Project.	*Retention/Sharing
	*Former Housing Area Closed	*Retention	*To be Determined	*Retention
Water Cost	*Negotiations with City of Lubbock - new 5 year contract secured.	*Sharing	*New 5 Year Contract Negotiated and In Place	*Retention
	*Training on All Aspects of Water System	*Retention/Sharing	*Ongoing. MOO to get water license	*Retention/Sharing
	*Flushing of line between point of delivery and water tanks. COL completed installation of flushing valves.	*Retention	*Ongoing monitoring of water quality	*Retention
	*Flushing	*Retention	*Ongoing	*Retention/Sharing
	*Bill Reconciliation	*Retention	*Ongoing	*Retention/Sharing
Facility Failure	*Crisis Management - New Pandemic Policy also covers other disasters in case of failure.	*Retention/Sharing	*Observation / Inspection *Sharing: Utility Contractors of America, PSC, Electric Contractor, Brandon Clark & Lbk Electric	*Retention/Sharing

MAINTENANCE/CAPITAL PROJECTS

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Capital	*Capital Budget	*Retention	* Staff Assessment of Capital Needs	*Retention
	*Management & Prioritization	*Retention	*Return on Investment	*Retention/Sharing
	*Building Demo - Round 1 Completed	*Retention	*Project completed	*Retention/Sharing
	*Building Demo - Round 2 Discussion	*Retention	*Develop future demo plan	*Retention
	*On-going seal coat program. Ensure cap ex item in annual budget.	*Retention/Sharing	*On-going	*Retention/Sharing
	*Match Funding - EDA Grant	*Retention - continue to seek out partners for sharing	*Secured EDA grant for airfield upgardes and security	*Retention

IMAGE / ONGOING OPERATIONS

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Accidents	*More Signage	*Retention	*Staff Enforcement	*Retention
	*Flashing Light Research & 4th Street - Installed	*Retention/Sharing	*Maintain	*Retention
Safety Issues	*OSHA & Other Training	*Retention/Sharing	*Increased Analysis	*Retention/Sharing
	*HazMat Plan	*Retention	*COL Fire Department	*Retention/Sharing
	*TML Insurance & Training	*Sharing	*Continue to work with TML on Safety Training	*Retention/Sharing
	*Risk Management Plan	*Retention/Sharing	*Ongoing	*Retention
	*Emergency 1st Responder Relationships	*Retention/Sharing	*Continued Communication. COL Interlocal	*Retention/Sharing
	*Staff CPR/AED Classes	*Retention/Sharing	*WesTex CPR/AED Classes	*Retention/Sharing
	*Emergency Shelter	*Retention/Sharing	*Develop Emergency Shelter Plan and Communicate to Customers. Possible B930.	*Retention/Sharing
	*TML Safety Videos	*Retention	*Ongoing	*Retention
	*Unauthorized Alterations to Leased Buildings	*Retention/Sharing	*Observation / Accountability	*Retention/Sharing
	*Unauthorized Digging	*Retention/Sharing	*Greater Awareness	*Retention/Sharing
Ingress / Egress	*After-Hours Unauthorized Entry	*Retention/Sharing	*Increase video monitoring. New DVR 2021	*Retention/Sharing
	*NE Gates, Gate 114, and Front Entrance	*Retention/Sharing	*Monitor	*Retention/Sharing
	*Gate Access Protocol	*Retention	*Ongoing	*Retention
	*Hwy 114 S and NE Entrances and Gate 74	*Retention	*Ongoing Maintenance and Operations	*Retention/Sharing
	*Monitor Perimeter Fencing (Chain Link & Barb Wire)	*Retention	*Upgrade Perimeter Fencing. EDA Grant awarded	*Retention
	*Establish Airfield Joint Use Operating Procedures	*Retention/Sharing	*Lights and Navigational Aids	*Retention/Sharing
Airfield	*Ground Traffic Controller	*Retention/Sharing	*Consistent management of increased airfield traffic	*Retention/Sharing
	*Purchased back 26.11 acres with access to airfield	*Retention	*Completed	*Retention
	*Hwy 114 NE Entrance: Increased Traffic & Activity	*Retention	*Signage / Staff Ground Traffic Controller Mgmt.	*Retention
Site Security Airfield	*Non-Commissioned Security Officer	*Retention/Sharing	*Surveillance	*Risk Reduction
Site Security Campus	*Non-Commissioned Security Officer	*Retention/Sharing	*Surveillance Technology	*Risk Reduction
Fire Hazard	*Risk Reduction	*Retention/Sharing	*On-site Fire Suppression System	*Risk Reduction
	*Controlled Burn/Dead Tree Removal in Former Housing Area. Weather and resources a factor. On-going	*Retention/Sharing	*Continued talks with COL Fire Dept & TX Forest Service working on new plan	*Risk Reduction
Regulatory	*Consistent dialogue with FAA	*Retention/Sharing	*Increased dialogue with FAA	*Risk Reduction
Track Area -Common Area Exercising Accident	*Communication	*Retention/Sharing	*Signage	*Retention/Sharing
	*Maintenance	*Retention/Sharing	*On-going	*Retention/Sharing
	*Liability Insurance	*Retention/Sharing	*Continue to be insured	*Retention/Sharing
Campus Entrance Striping/Signage	*Inspection	*Retention	*Signage	*Retention
	*New Arrows	*Retention/Sharing	*Continued Communication with Customers/New Signage	*Retention/Sharing
	*4 Way Intersection	*Retention	*Completed	*Retention
Staff Succession Planning	*Cross Training	*Retention	*Additional Training *Continued Information Sharing *Organizational Management Training *Annual Evaluations	*Retention
Certification /Licensure	*Internal Requirements - State & Federal	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*External Requirements	*Retention/Sharing	*Ongoing	*Retention/Sharing
Backup Generator at B36	*Scheduled Maintenance	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*Load Test - performed monthly	*Retention	*Ongoing	*Retention
Storm Damage	*Respond to severe storms	*Retention/Sharing	*Business Continuity Plan	*Retention/Sharing
Environmental-Customer Management - PFAS	*Observation	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*Investigation	*Retention/Sharing	*Ongoing	*Retention/Sharing
	*Remediation	*Retention/Sharing	*Ongoing	*Retention/Sharing
Wildlife / Predator	*Monitor Reports of Sightings or Encounters w/ Wildlife	*Retention/Sharing	*Ongoing / Predator Control Procedure *TX Parks & Wildlife *Lynda Watson	*Retention/Sharing
New Construction	*Possible New Construction	*Retention/Sharing	*On-going Talks with Customers about New Construction	*Retention/Sharing
Active Shooter	*Staff Training/Concealed Carry on Campus	*Retention	*On-going Training and Monitoring	*Retention
Drones	*In Coordination with Customers	*Retention	*Reese Operating Manual/FAA Regulations	*Retention/Sharing
Customer Care	*Customer Survey	*Retention	*Annual customer surveys and follow up	*Retention
Operations Internal Needs	*Shop Space - Shop Addition	*Retention	*On-going evaluation of needs.	*Retention
	*Assess Aging Vehicles & Plan for Replacement	*Retention	*Vehicle Replacement Plan - all vehicles replaced	*Retention

VACANT INCOME PRODUCING PROPERTY

TYPE OF THREAT	PRESENT TREATMENT	STATUS	FUTURE TREATMENT	STATUS
Missed Opportunities	*Identification of "Make Ready" Needs and Costs	*Retention/Sharing	*On-going Review of Properties	*Retention
	*Chapter 380 Agreements	*Retention	*Developing Policy in Reese Operating Manual	*Retention
	*Stabilization of Buildings - Roofs and HVAC	*Retention	*Ongoing Property Wide Building Rehab Plan	*Retention
	*Non-investment of former housing	*Retention	*Look for PPP opportunities or develop ourselves	*Retention/Sharing
	*Non-investment of existing buildings	*Retention	*Deteriorating Asset Base - continue to evaluate and invest	*Retention
Customer Research Collaboration	*Unrealized Research Collaboration with TTU	*Retention	*Continued Communication	*Retention/Sharing
"Make Ready" Costs Exceed Benefit Excess Cost Due To: Environmental Structural Damage Electrical Issues Plumbing Issues HVAC Issues Roof Damage Utility Connection Building Code Compliance Other	*Inspection and Evaluation	*Retention/Sharing	*On-going Review & Analysis	*Retention/Sharing
Monitor Local/Regional/National Economies Ag/Manufacturing Oil & Gas/Renewables Education/Other Research				

ITEM 11

LRRA

Legislation Changes

- Discussion -

CASH BALANCES - MARCH 31, 2021

	2/28/2021	3/31/2021	Change
General Fund Bank Accounts	\$ 3,223,536.00	\$ 3,462,865.00	\$ 239,329.00
Fiber Optic Fund Checking	\$ -	\$ -	\$ -
Capital Maintenance - Designated	\$ 855,000.00	\$ 855,000.00	\$ -
Petty Cash	\$ 100.00	\$ 100.00	\$ -
Total Cash	\$ 4,078,636.00	\$ 4,317,965.00	\$ 239,329.00
Accounts Receivable - G/F	\$ 158,162.00	\$ 161,429.00	\$ 3,267.00
Accounts Receivable - F/O	\$ 14,457.00	\$ 14,156.00	\$ (301.00)
Total Accounts Receivable	\$ 172,619.00	\$ 175,585.00	\$ 2,966.00
Total Cash & Accounts Receivable	\$ 4,251,255.00	\$ 4,493,550.00	\$ 242,295.00

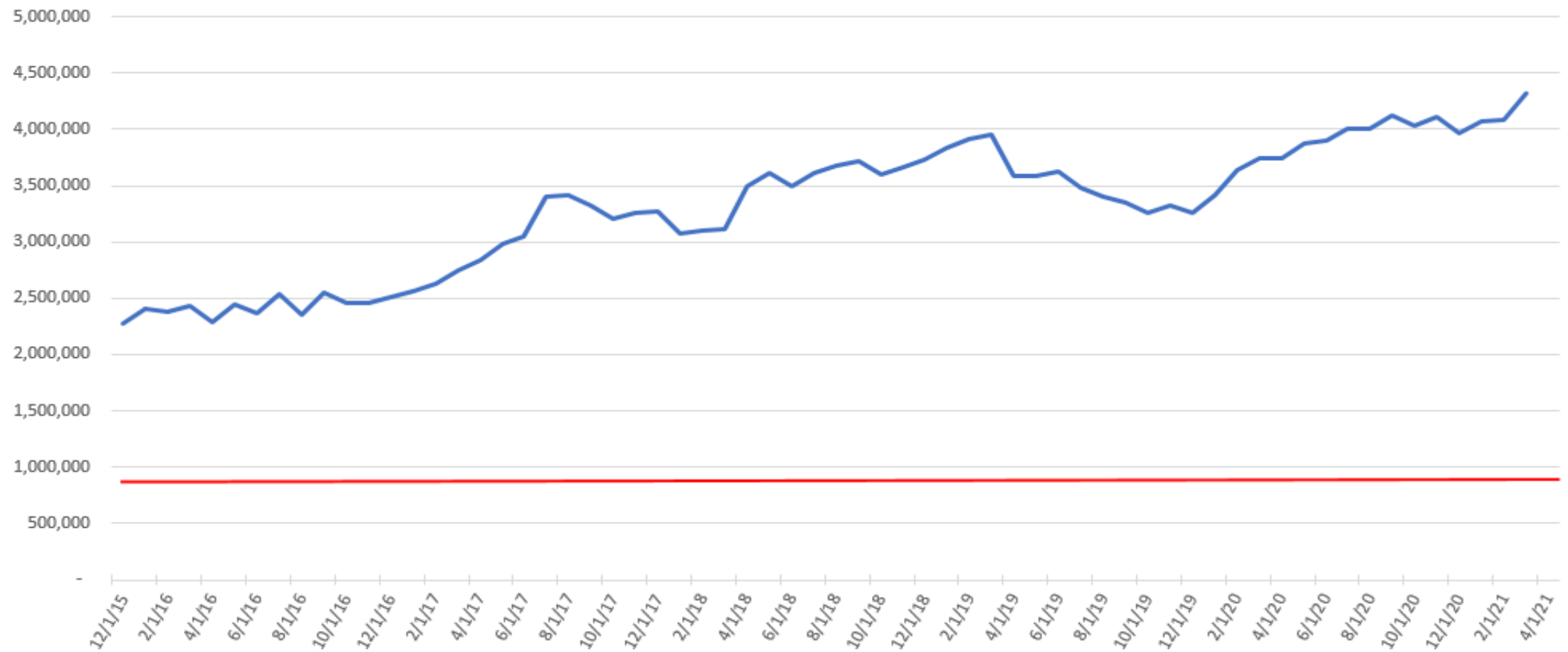
Aged Accounts Receivable as of 03/31/2021

CURRENT	1 - 30 Days - Invoices	31 - 60 Days - Invoices	61 > Days - Invoices	Over 90 Days	TOTAL
146,876.12	28,449.83	49.55	49.55	160.15	175,585.20

Aged Accounts Receivable as of 04/20/2021

31,080.51	61.05	-	-	-	31,141.56
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**LRRA Available Cash
DECEMBER 2015 - MARCH 2021**



FINANCIAL HIGHLIGHTS - MARCH 2021

DESCRIPTION	Month	Month	Month's Total	YTD	YTD	YTD	YTD
	G/F	F/O		G/F	F/O		Total
Operating Revenue	\$ 403,237	\$ 15,622	\$ 418,859	\$ 1,620,294	\$ 91,298	\$ 1,711,592	
Other Revenue - Usage Fees	\$ 17,108	\$ 1,799	\$ 18,907	\$ 117,237	\$ 12,954	\$ 130,191	
Total Revenue	\$ 420,345	\$ 17,421	\$ 437,766	\$ 1,737,531	\$ 104,252	\$ 1,841,783	
Expenses	\$ 227,808	\$ 12,254	\$ 240,062	\$ 1,055,242	\$ 69,864	\$ 1,125,106	
Net Income BPSID	\$ 192,537	\$ 5,167	\$ 197,704	\$ 682,289	\$ 34,388	\$ 716,677	
Interest Income - Plus	\$ 898	\$ -	\$ 898	\$ 5,065	\$ -	\$ 5,065	
Depreciation - Less	\$ (45,445)	\$ (2,550)	\$ (47,995)	\$ (272,671)	\$ (15,301)	\$ (287,972)	
Net Income	\$ 147,990	\$ 2,617	\$ 150,607	\$ 414,683	\$ 19,087	\$ 433,770	

EXTRAORDINARY EXPENSES/CAPITAL EXPENSES & OTHER

CRI CPAS - AUDIT FEE 30,900.00

EMPLOYEE HANDBOOK PROFESSIONAL FEE 5,000.00

\$ 35,900.00

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Balance Sheet
As of 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
ASSETS			
CASH	3,462,965	0	3,462,965
DESIGNATED-CAPITAL MAINT	610,000	0	610,000
WATER INFRASTRUCTURE RESERVE	245,000	0	245,000
INVESTMENTS	0	0	0
ACCOUNTS RECEIVABLE	161,429	14,156	175,585
ALLOWANCE FOR DOUBTFUL ACCOUNTS	0	0	0
INTERFUND TRANSFERS	0	0	0
NOTES RECEIVABLE	0	0	0
CONSTRUCTION IN PROGRESS	361,869	0	361,869
PROPERTY AND EQUIPMENT, NET	6,623,109	126,901	6,750,010
OTHER ASSETS	168,924	19,206	188,130
Total ASSETS	<u>11,633,295</u>	<u>160,263</u>	<u>11,793,558</u>
LIABILITIES			
ACCOUNTS PAYABLE	43,996	0	43,996
ACCRUED EXPENSES	63,037	3,958	66,995
DEFERRED REVENUE	236,380	15,010	251,390
NET PENSION LIABILITIES	8,337	0	8,337
NOTES PAYABLE	9,781	0	9,781
INTERFUND TRANSFERS	0	0	0
REFUNDABLE DEPOSITS	39,907	223	40,130
OTHER LIABILITIES	(12,179)	0	(12,179)
Total LIABILITIES	<u>389,258</u>	<u>19,191</u>	<u>408,450</u>
FUND EQUITY			
BEGINNING OF PERIOD	11,771,504.00	(820,166.00)	10,951,338.00
YEAR TO DATE EARNINGS	414,684.00	19,087.00	433,771.00
Total FUND EQUITY	<u>12,186,187</u>	<u>(801,079)</u>	<u>11,385,108</u>
TOTAL LIABILITY AND FUND BALANCE	<u>12,575,446.00</u>	<u>(781,888.00)</u>	<u>11,793,558.00</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND EQUITY
 From 10/1/2020 Through 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING REVENUES	1,737,531	104,252	1,841,783
OPERATING EXPENSES	1,327,913	85,165	1,413,078
OPERATING INCOME(LOSS)	<u>409,619</u>	<u>19,087</u>	<u>428,706</u>
NONOPERATING INTEREST INCOME	5,065	0	5,065
NET NONOPERATING REVENUES	5,065	0	5,065
INCREASE (DECREASE) IN FUND EQUITY	<u>414,684</u>	<u>19,087</u>	<u>433,771</u>
FUND EQUITY, BEGINNING	11,771,504	(820,166)	10,951,338
FUND EQUITY, ENDING	12,186,187	(801,079)	11,385,108

LUBBOCK REESE REDEVELOPMENT AUTHORITY

SUPPLEMENTAL SCHEDULE OF REVENUES

From 10/1/2020 Through 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
LEASES	1,071,846	0	1,071,846
USAGE FEES	117,237	12,954	130,192
PBT CAM FEES	360,144	0	360,144
CONTRACT SERVICES	14,653	0	14,653
FIBER OPTIC/WIRELESS INCOME	0	91,298	91,298
TOTAL OPERATING REVENUE	<u>1,563,880</u>	<u>104,252</u>	<u>1,668,132</u>
UTILITY FRANCHISE FEES	23,081	0	23,081
INSURANCE PROCEEDS	150,570	0	150,570
TOTAL REVENUES	<u>1,737,531</u>	<u>104,252</u>	<u>1,841,783</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2020 Through 3/31/2021

(In Whole Numbers)

	<u>General Fund</u>	<u>Fiber Optic Fund</u>	<u>Total</u>
OPERATING EXPENSES			
SALARIES & TAXES	407,083	0	407,083
BENEFITS - HEALTH, RETIREMENT & WKR'S COMP	66,969	0	66,969
INSURANCE - PROPERTY & GENERAL LIABILITY	85,286	4,489	89,775
ADMINISTRATIVE EXPENSES	4,310	0	4,310
GENERAL OFFICE EXPENSES	37,927	1,885	39,812
ACCTG. & AUDITING SERVICES	31,452	0	31,452
COMPUTER SOFTWARE & MAINT.	0	18,445	18,445
INTERNET	0	10,169	10,169
LEGAL SERVICES	15,822	0	15,822
NETWORK MAINTENANCE CONTRACT	3,737	0	3,737
TRAINING & TRAVEL	947	0	947
MARKETING EXPENSES	28,627	0	28,627
OPERATIONS - GROUND MAINT. AND ENGINEERING CONTRACTS	257,235	0	257,235
UTILITIES	115,846	29,208	145,054
DEPRECIATION EXPENSE	272,671	15,301	287,972
Total OPERATING EXPENSES	<u>1,327,913</u>	<u>79,496</u>	<u>1,407,409</u>

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 3/1/2021 Through 3/31/2021

GENERAL FUND

(In Whole Numbers)

	Current Month-			YTD Actual vs		
	Current Month	Current Month	Actual vs	YTD Actual	YTD Budget	Budget Variance
	Actual	Budget	Budget			
			Variance			
REVENUES						
Leases	191,213	142,917	48,296	1,071,846	857,500	214,346
PBT Cam Fees	60,024	60,000	24	360,144	360,000	144
Usage Fees	17,108	20,833	(3,725)	117,237	125,000	(7,763)
Contract Services	0	1,250	(1,250)	14,653	7,500	7,153
Utility Franchise Fees	1,430	2,417	(986)	23,081	14,500	8,581
Insurance Proceeds	150,570	0	150,570	150,570	0	150,570
Total REVENUES	420,345	227,417	192,928	1,737,531	1,364,500	373,031
EXPENSES						
Salaries & Taxes	92,575	64,167	(28,408)	407,083	385,000	(22,083)
Benefits - Health, Retirement & Wkr's Comp	12,045	10,742	(1,303)	66,969	64,450	(2,519)
Insurance -Property & General Liabilities	14,203	14,583	380	85,286	87,500	2,214
Administrative Expenses	533	892	358	4,310	7,350	3,040
General Office Expenses	8,655	5,121	(3,534)	37,927	30,725	(7,202)
Accounting & Auditing Services	30,980	83	(30,897)	31,452	24,000	(7,452)
Legal Services	4,104	4,167	63	15,822	25,000	9,178
Network Maintenance Contract	1,141	667	(474)	3,737	4,000	263
Training & Travel	0	708	708	947	4,250	3,303
Marketing Expenses	1,957	4,250	2,293	28,627	25,500	(3,127)
Operations	48,508	41,250	(7,258)	257,235	247,500	(9,735)
Utilities	13,107	30,417	17,310	115,846	121,500	5,654
Total EXPENSES	227,808	177,046	(50,762)	1,055,242	1,026,775	(28,467)
NIBPSID	192,537	50,371	142,166	682,289	337,725	344,564
NON OPERATING REVENUE						
Interest Income	898	542	356	5,065	3,250	1,815
Total NON OPERATING REVENUE	898	542	356	5,065	3,250	1,815
DEPRECIATION						
Depreciation Expense	(45,445)	(47,083)	1,638	(272,671)	(282,500)	9,829
Total DEPRECIATION	(45,445)	(47,083)	1,638	(272,671)	(282,500)	9,829
Increase (Decrease) In Fund Equity	147,990	3,829	144,161	414,684	58,475	356,208

GENERAL FUND

Explanation of Significant Budget Variances

2021 MARCH

	Month Variance	YTD Variance	Explanations	Projected Outcome at Year End
Revenues, Leases	\$ 48,296	\$ 214,346	Budgeted less monies due to potential loss of ZACHRY	Year End is expected to be over budget.
Revenues, Contract Services	\$ (1,250)	\$ 7,153	More events than anticipated for YTD	Year End is expected to be on budget.
Revenues, Utility Franchise Fees	\$ (986)	\$ 8,581	SPEC paid a Share Refund - Capital Credit 4,375.67 - NOVEMBER	Year End is expected to be on budget.
Revenues, Insurance Proceeds	\$ 150,570	\$ 150,570	Insurance Proceeds for Roof BLDG 70	Year End is expected to be over budget.
Expenses, Salaries & Taxes	\$ (28,408)	\$ (22,083)	Incentive Pay for Quarter 2 was paid	Year End is expected to be on budget.
Expenses, General Office Expenses	\$ (3,534)	\$ (7,202)	Annual Maintenance and Support Plan for Accounting Software	Year End is expected to be on budget.
Expenses, Accounting & Auditing Services	\$ (30,897)	\$ (7,452)	Audit costs have been paid	Year End is expected to be on budget.
Expenses, Operations	\$ (7,258)	\$ (9,735)	Difficult to predict when something will need repairing	Year End is expected to be over budget.
Expenses, Utilities	\$ 17,310	\$ 5,654	LP&L bill has not been properly billed for February & March	Year End is expected to be on budget.

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 3/1/2021 Through 3/31/2021

FIBER OPTIC OPERATING FUND

(In Whole Numbers)

	Current Month Actual	Current Month Budget	Current Month- Actual vs Budget Variance	YTD Actual	YTD Budget	YTD Actual vs Budget Variance
REVENUES						
Usage Fees	1,799	2,500	(701)	12,954	15,000	(2,046)
Fiber Optic/Wireless Income	15,622	15,833	(211)	91,298	95,000	(3,702)
Total REVENUES	17,422	18,333	(912)	104,252	110,000	(5,748)
EXPENSES						
Insurance -Property & General Liabilities	748	750	2	4,489	4,500	11
General Office Expenses	314	317	3	1,885	1,900	15
Computer Software & Maintenance	2,941	3,417	476	18,445	20,500	2,055
Internet	1,695	1,833	139	10,169	11,000	831
Building Maintenance & Repairs	258	833	575	5,668	5,000	(669)
Utilities	6,299	5,142	(1,157)	29,208	30,850	1,642
Total EXPENSES	12,254	12,292	37	69,864	73,750	3,886
NIBPSID	5,167	6,042	(875)	34,388	36,250	(1,862)
DEPRECIATION						
Depreciation Expense	(2,550)	(3,500)	950	(15,301)	(21,000)	5,699
Total DEPRECIATION	(2,550)	(3,500)	950	(15,301)	(21,000)	5,699
Increase (Decrease) In Fund Equity	2,617	2,542	75	19,087	15,250	3,837

LUBBOCK REESE REDEVELOPMENT AUTHORITY
Statement of Revenues and Expenditures
From 3/1/2021 Through 3/31/2021

COMBINED FUNDS

(In Whole Numbers)

	Current Month			YTD Actual vs		
	Current Month Actual	Current Month Budget	Actual vs Budget Variance	YTD Actual	YTD Budget	Budget Variance
REVENUES						
Leases	191,213	142,917	48,296	1,071,846	857,500	214,346
PBT Cam Fees	60,024	60,000	24	360,144	360,000	144
Usage Fees	18,908	23,333	(4,426)	130,192	140,000	(9,808)
Contract Services	0	1,250	(1,250)	14,653	7,500	7,153
Utility Franchise Fees	1,430	2,417	(986)	23,081	14,500	8,581
Insurance Proceeds	150,570	0	150,570	150,570	0	150,570
Fiber Optic/Wireless Income	15,622	15,833	(211)	91,298	95,000	(3,702)
Total REVENUES	437,767	245,750	192,017	1,841,783	1,474,500	367,283
EXPENSES						
Salaries & Taxes	92,575	64,167	(28,408)	407,083	385,000	(22,083)
Benefits - Health, Retirement & Wkr's	12,045	10,742	(1,303)	66,969	64,450	(2,519)
Insurance -Property & General Liabilities	14,950	15,333	383	89,775	92,000	2,225
Administrative Expenses	533	892	358	4,310	7,350	3,040
General Office Expenses	8,969	5,438	(3,532)	39,812	32,625	(7,187)
Accounting & Auditing Services	30,980	83	(30,897)	31,452	24,000	(7,452)
Computer Software & Maintenance	2,941	3,417	476	18,445	20,500	2,055
Internet	1,695	1,833	139	10,169	11,000	831
Legal Services	4,104	4,167	63	15,822	25,000	9,178
Network Maintenance Contract	1,141	667	(474)	3,737	4,000	263
Training & Travel	0	708	708	947	4,250	3,303
Marketing Expenses	1,957	4,250	2,293	28,627	25,500	(3,127)
Operations	48,508	41,250	(7,258)	257,235	247,500	(9,735)
Building Maintenance & Repairs	258	833	575	5,668	5,000	(669)
Utilities	19,406	35,558	16,152	145,054	152,350	7,296
Total EXPENSES	240,062	189,337	(50,725)	1,125,105	1,100,525	(24,580)
NIBPSID	197,704	56,413	141,292	716,678	373,975	342,703
NON OPERATING REVENUE						
Interest Income	898	542	356	5,065	3,250	1,815
Total NON OPERATING REVENUE	898	542	356	5,065	3,250	1,815
DEPRECIATION						
Depreciation Expense	(47,995)	(50,583)	2,588	(287,972)	(303,500)	15,528
Total DEPRECIATION	(47,995)	(50,583)	2,588	(287,972)	(303,500)	15,528
Increase (Decrease) In Fund Equity	150,607	6,371	144,236	433,771	73,725	360,045

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

(In Whole Numbers)

	Current Month		Variance	Prior Year YTD		
	Actual	Actual		YTD Actual	Actual	Variance
REVENUES						
Leases	191,213	162,327	28,886	1,071,846	995,077	76,769
PBT Cam Fees	60,024	60,276	(252)	360,144	360,415	(271)
Usage Fees	18,908	20,099	(1,191)	130,192	139,169	(8,977)
Contract Services	0	920	(920)	14,653	5,223	9,430
Utility Franchise Fees	1,430	1,544	(114)	23,081	18,571	4,510
Insurance Proceeds	150,570	0	150,570	150,570	1,425	149,145
Fiber Optic/Wireless Income	15,622	14,606	1,016	91,298	88,333	2,965
Total REVENUES	437,767	259,772	177,995	1,841,783	1,608,213	233,570
EXPENSES						
Salaries & Taxes	92,575	51,240	41,335	407,083	331,945	75,138
Benefits - Health, Retirement & Wkr's Comp	12,045	12,011	34	66,969	61,559	5,410
Insurance -Property & General Liabilities	14,950	14,689	261	89,775	88,136	1,639
Administrative Expenses	533	631	(98)	4,310	5,875	(1,565)
General Office Expenses	8,969	3,126	5,843	39,812	25,083	14,729
Accounting & Auditing Services	30,980	1,076	29,904	31,452	30,018	1,434
Computer Software & Maintenance	2,941	2,865	76	18,445	18,538	(93)
Internet	1,695	3,029	(1,334)	10,169	18,172	(8,003)
Legal Services	4,104	238	3,866	15,822	17,082	(1,260)
Network Maintenance Contract	1,141	581	560	3,737	3,809	(72)
Training & Travel	0	0	0	947	4,442	(3,495)
Marketing Expenses	1,957	2,552	(595)	28,627	31,407	(2,780)
Operations	48,508	41,466	7,042	257,235	236,940	20,295
Building Maintenance & Repairs	258	1,212	(954)	5,668	7,625	(1,957)
Utilities	19,406	25,273	(5,867)	145,054	135,705	9,349
Total EXPENSES	240,062	159,988	80,074	1,125,105	1,016,334	108,771
NIBPSID	197,704	99,783	97,921	716,678	591,879	124,799
NON OPERATING REVENUE						
Interest Income	898	1,720	(822)	5,065	17,007	(11,942)
Total NON OPERATING REVENUE	898	1,720	(822)	5,065	17,007	(11,942)
DEPRECIATION						
Depreciation Expense	(47,995)	(43,395)	(4,600)	(287,972)	(259,463)	(28,509)
Total DEPRECIATION	(47,995)	(43,395)	(4,600)	(287,972)	(259,463)	(28,509)
Increase (Decrease) In Fund Equity	150,607	58,107	92,500	433,771	349,423	84,348

Make Ready Project Reconciliation

2021 MARCH

Lease Date	Estimated Move In Date	Actual Move In Date	Building/Customer	Estimated Cost	Actual Cost to Date	Actual Final Cost	Difference	Comments
3/1/2021	3/15/2021	4/1/2021	HANGAR # 92	\$ 17,000.00	\$ 15,975.92		\$ 1,024.08	This project is complete. One bill for cleaning services is outstanding.

Reese Technology Center



“It was obvious from the beginning, the Reese team was 100% on our side to help get the business up and running and even promote our services.”

Reese Technology Center
April 21 at 3:40 PM · 🌐

At Reese, our customers truly are partners. See what **Premier Reese Fitness** had to say about their experience at Reese:

“In an effort to look for a place to expand our business, we were blessed with the privilege of working with all involved at the Reese Technology Center. From the leasing process all the way to the facility accommodations and maintenance team. It was obvious from the beginning, the Reese team was 100% on our side to help get the business up and running and... See More

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
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Reese Technology Center
Welcomes

Jesse's
EQUIPMENT SALES, LLC.
HOBBS, NM



 Reese Technology Center
5m · 🌐

Announcing our newest customer to Reese:
Jesse's Equipment Sales, LLC.


Jesse offers custom flatbed truck services and equipment sales.
Jesse will be moving his entire operation out of Hobbs, NM to Lubbock, TX. Please help us provide a warm, Texas welcome to Jesse and his crew!

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Congratulations
**to Steve Verett for
being honored as a
Champion for Ag**

 **Reese Technology Center** April 21 at 10:28 AM · 🌐

The Lubbock Chamber of Commerce yesterday named the VP of our Board and the CEO of Plains Cotton Growers, Inc. as a "Champion for Ag" at the Salute to Ag Luncheon. Thank you, Steve Verett, for dedicating your career to being an advocate for agriculture in our community.

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APRIL 2021 – EVENTS & ACTIVITIES

	DATE	EVENT
APRIL	April 9, 2021	Texas City Management Association Region 2 Meeting
	April 22, 2021	2021 Lubbock Chamber of Commerce Salute to Ag Luncheon
LOOKING AHEAD		
MAY	May 6-7, 2021	Texas ED Connection Partner Meeting
	May 26, 2021	LRRA Board of Directors Meeting