



December 8, 2017

Development Corporation

Board of Directors
Odessa Development Corporation

Re: Board Meeting - **Thursday, December 14, 2017 - 2:00 P.M.**

The attached Public Notice sets forth the agenda for December 14, 2017.

Item 1: Consent Agenda:

- a. Minutes of November 9, 2017
- b. Financial and Investment Report
- c. Outside Agency Status Reports: CVA, UTPB-SBDC, MOTRAN, Chamber of Commerce including Summit Report, OHCC, OHCC-MI, UTPB X-Energy and Gulf Coast Waste Disposal

Item 2: The Board can remove from the table and appoint Budget, Finance & Audit Committee members.

Item 3: The Board can remove from the table and appoint a Compliance Committee member.

Item 4: The Board will consider the application of Grant Street Bar & Grill, LLC for a Downtown Façade Grant.

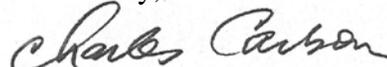
Item 5: The Board will consider the application of Melinda Garriga for a Downtown Façade Grant for The Grant Building.

Item 6: The Board will consider an amendment of 2017-2018 ODC General Development Plan.

Item 7: Provides an opportunity for Board members to obtain and discuss information and reports regarding the following: City of Odessa, Tax Incentive Committee and Odessa Partnership.

Item 8: The meeting will adjourn.

Sincerely,


Charles Carlson,
President

| | |
|---|---|
| cc: Mayor and City Council | Norma Aguilar-Grimaldo, ODC Asst. Secretary |
| Compliance Committee (Agenda & Minutes) | Odessa Hispanic Chamber of Commerce |
| Michael Marrero, Interim City Manager | Christi Callicoatte, CVA |
| Larry Long, City Attorney | Enrique Romero, UTPB-SBDC |
| Todd Stephens, Assistant City Attorney | Charles Harris, Gulf Coast Waste Disposal Authority |
| Terri Gayhart, ODC Treasurer | James Beauchamp, MOTRAN |
| Chris Cole, Compliance Committee Chairman | Wesley Burnett, Director of Economic Development |
| | Corey Paul, Odessa American |



Development Corporation

PUBLIC NOTICE

In accordance with the Open Meetings Act, Chapter 551 of the Government Code of Texas, notice is hereby given to all interested persons that the Odessa Development Corporation will meet on **Thursday, December 14, 2017, at 2:00 p.m.**, at 411 West 8th Street, City Hall, in the Council Chambers, 5th Floor, Odessa, Texas, to consider the following items:

1. Consent Agenda
 - a. Minutes of November 9, 2017
 - b. Financial and Investment Report
 - c. Outside Agency Status Reports: CVA, UTPB-SBDC, MOTRAN, Chamber of Commerce including Summit Report, OHCC, OHCC-MI, UTPB X-Energy and Gulf Coast Waste Disposal
2. Remove from the table and appoint Budget, Finance and Audit Committee members. (Board)
3. Remove from the table and appoint a Compliance Committee member. (Board)
4. Grant Street Bar & Grill, LLC Façade Grant. (Resolution) (Lawanna Lambert)
5. Melinda Garriga Façade Grant for The Grant Building. (Resolution) (Lawanna Lambert)
6. Amendment of 2017-2018 ODC General Development Plan. (Todd Stephens)
7. Board Projects and Committee and Officer Reports, including: City of Odessa, Tax Incentive Committee and Odessa Partnership.
8. Adjourn.

If, during the course of the meeting covered by this notice, the Board needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Board on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Section 551 of said Government Code including, but not limited to:

- 551.071 For the purpose of a private consultation with the Board's attorney.
- 551.072 For the purpose of discussing the purchase, exchange, lease, or value of real property.
- 551.073 For the purpose of discussing negotiated contracts for prospective gifts, or donations.
- 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- 551.087 For the purpose of deliberation regarding economic development negotiations.
- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
 - (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be taken at either:

- a. the open meeting covered by the notice upon the reconvening of this public meeting; or
- b. at a subsequent public meeting of the council upon notice thereof; as the Board shall determine.

This notice is being posted on the south door of City Hall and on the bulletin board of the first floor of City Hall, Odessa, Texas, this the ____ day of _____, 2017, at _____ .m., said time being more than seventy-two hours (72) prior to the time at which the subject meeting will be convened and called to order.

The meeting is available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the City Secretary's Office at 432/335-3276, or 411 West 8th Street, First Floor, Odessa, Texas, during normal business hours at least twenty-four hours (24) in advance of the meeting.

Norma Aguilar-Grimaldo, TRMC CMC
City Secretary

ITEM

1. a

**ODESSA DEVELOPMENT CORPORATION
CITY OF ODESSA, TEXAS
NOVEMBER 9, 2017**

A regular meeting of the Odessa Development Corporation (ODC) was held on November 9, 2017 at 2:00 p.m., in the Council Chambers, fifth floor, City Hall, 411 W. 8th St., Odessa, Texas.

Members present: Charles Carlson, Betsy Triplett-Hurt, Tim Edgmon, Melanie Hollmann, and Gene Collins.

Others present: Norma Aguilar-Grimaldo, Filiberto Gonzales, Todd Stephens, Joel Roberts, Renee Earls, Wesley Burnett, Konrad Hildebrandt, Raymond Chavez, Enrique Romero, Christi Callicoatte, Christi Weakland, Craig Van Amburgh, Jim Wright, Deane Foote, and others.

A quorum being present, Mr. Carlson called the meeting to order and the following proceedings were held:

Consent Agenda:

1. a. **October 12, 2017 minutes;**
- b. **Financial and Investment Report;**
- c. **Outside Agency Status Reports: CVA, UTPB-SBDC, MOTRAN, Chamber of Commerce including Summit Report, Odessa Hispanic Chamber of Commerce (OHCC), OHCC-Mexico Initiatives, UTPB X-Energy and Gulf Coast Waste Disposal.**

Motion was made by Mrs. Triplett-Hurt and seconded by Mr. Edgmon to approve the consent agenda. The motion was approved by unanimous vote.

Remove from the table and appoint Budget, Finance & Audit Committee members.
No action.

Remove from the table and appoint a Compliance Committee member. Mr. Stephens reviewed the new process for appointing Compliance Committee members. The board members make nominations or the Compliance Committee can submit names for the board's consideration.

Motion was made by Mr. Carlson and seconded by Ms. Hollmann to remove from the table and appoint Mike Withrow to the Compliance Committee. Mr. Withrow was with Basin Abstract & Title and a surety title expertise. The motion was approved by unanimous vote.

Mr. Stephens reported that the Compliance Committee members were sent notification of the changes. The Hispanic Chamber of Commerce responded with a member to serve as ex-officio.

Remove from the table and appoint ODC Board member to the Search Committee for the OHCC-MI International Director. Motion was made by Mr. Collins to appoint Mr. Edgmon to the Search Committee. Mrs. Triplett-Hurt had concerns if he could serve as a dual representative for ODC and a member of the Hispanic Chamber. Mr. Edgmon

had no issue. Ms. Hollmann was willing to serve. Mr. Collins withdrew his motion. Mr. Carlson stated it died for a lack of a second.

Motion was made by Mr. Edgmon and seconded by Mr. Carlson to appoint Ms. Hollmann to the Search Committee. The motion was approved by unanimous vote.

Remove from the table and discuss Summit Texas Clean Energy, LLC. Motion was made by Mrs. Triplett-Hurt and seconded by Mr. Collins to remove Summit Texas Clean Energy from the table. The motion was approved by unanimous vote. Mr. Burnett reported that Summit filed bankruptcy and was no longer a viable project. If the land was not separated out then it would be placed with all the assets. Mr. Stephens stated that the contract had a clause that would revert the land back to Grow Odessa. The process has started on the claim to get the land back. Grow Odessa had an outside attorney. Mr. Carlson wanted to hire a bankrupt attorney for the land. Ms. Hollmann stated that it would be beneficial to have an attorney that was in Washington for the claim. The commitment of the ODC \$5 million would no longer be in the committed incentives. The contract was not expired.

Motion was made by Mr. Edgmon and seconded by Mr. Collins that Ms. Hollmann chair the committee to hire a bankrupt attorney and appoint Mr. Carlson on the committee. The motion was approved by unanimous vote.

Resolution No. ODC-2017R-36 – UTPB annual audit and payment. Mr. Burnett stated that the Compliance Committee reviewed the audit. UTPB was in compliance and earned the final payment of \$1 million.

Motion was made by Ms. Hollmann and seconded by Mrs. Triplett-Hurt to approve the resolution. The motion was approved by unanimous vote.

Resolution No. ODC-2017R-37 – REXtac LLC, et al. annual audit. Mr. Burnett stated that the Compliance Committee reviewed the audit. This was REXtac's fifth year and the grant was paid up front. REXtac met its requirements of jobs and capital investment. No payment was due.

Motion was made by Mrs. Triplett-Hurt and seconded by Mr. Collins to approve the resolution. The motion was approved by unanimous vote.

UTPB X-Energy Contract and future prospects for the project. Mr. Burnett reported that UTPB has removed the X-Energy program out from the University. X-Energy was waiting on the feasibility study but expect it to be positive. Mr. Carlson stated that Dr. Wright was not employed by UTPB but he wanted to pursue the project. Dr. Wright reported that Dr. Watts started the project. He stated that X-Energy was a good potential company. The nuclear facility would be the first privately financed facility. The ODC contract was with UTPB and the money was used to employ Dr. Wright. The UTPB contract expired. ODC was financing the study and Dr. Wright's position to develop the project. Dr. Wright stated that UTPB and Odessa College did not want to support the project. Mr. Carlson stated that there has been an ODC investment of \$200,000 in two years. Dr. Wright explained the type of facility and technology. An application was needed for ODC funding. Mr. Burnett stated that X-Energy wanted to move forward but there would not be any activity for six months due to the feasibility study. Mr. Carlson suggested discussing with Saulsbury or X-Energy to fill out the grant application.

Wage Study Report Update. Mr. Foote reported that there were some changes to the study since last year. The study updated data with availability, quality, and the quality of life. He reviewed the updated study. Wages have risen since 2016 but less than 2015. He reviewed the skilled and unskilled wages and how it compared to other cities. Overtime was up from 2016. Mr. Foote explained the wage threshold. He reported that labor availability has dropped but the quality was still good. He reported that the cost of living remained affordable compared to other locations. He provided the following recommendations: to get the data to local companies and prospects, market to target metal-working, medical, and related manufacturers, and market to site selectors. He reviewed the skills needs for our area. He emphasized to form the business workforce roundtable that comprised of business leaders, educators and elected officials.

Amendment of 2017-2018 ODC General Development Plan. Mr. Stephens reported that progress was being made on the General Development Plan. The plan has been condensed and paired to the agencies. He sent the draft to the agencies and was waiting for feedback. He built in measurements for the agencies to report accomplishments. He stated that there would be a proposal for the Board to consider at the December meeting. Mr. Carlson asked to be informed and wanted a timetable for the plan. He stated that the plan needed to be flexible to address Council's feedback.

ODC Bylaws. Mr. Stephens stated that the City Council approved the bylaws as recommended which included the changes to the absences. Mr. Carlson asked the members to reread the bylaws.

Board Projects, Committee, and Officer Reports including: City of Odessa, Tax Incentive Committee and Odessa Partnership. Mr. Burnett stated that the Tax Incentive Committee approved the tax abatement changes. There was no Partnership meeting.

Mr. Chavez reported that Council member Gonzales and Mr. Burnett were going to Monterrey, Mexico to meet with the Heineken representatives. It was the largest brewery in Mexico and was interested in a distribution center in Odessa. Mrs. Triplett-Hurt recommended that the McAllen model be reviewed to incorporate into with the Hispanic Chamber. It provided a working partnership. He reported that there was a good discussion with the Mayor of Chihuahua when she visited Odessa. She would provide trained teachers before they come to the US. The Hispanic Chamber Board was searching for a replacement of Mike Garza. Chris Arredondo was chair of the Search Committee.

Mr. Burnett reported that Glazier's groundbreaking was December 4 at 1 p.m.

Mr. Romero reported that there were 45 people at orientation for the business competition. The meeting adjourned at 3:28 p.m.

ATTEST:

APPROVED:

Norma Aguilar-Grimaldo, TRMC, CMC
City Secretary

Charles Carlson
President

ITEM

1. b

**ODESSA DEVELOPMENT CORPORATION
BALANCE SHEET
OCTOBER 2017**

ASSETS

| | | |
|--|-----------|--------------------------|
| Investments - Local Government Pools | \$ | 13,333,162 |
| Investments - U.S. Government Securities | | 1,246,463 |
| Investments - CDs and CDARs | | 6,470,258 |
| Investments - Municipal Securities | | 19,182,012 |
| Investments - Money Market | | 5,123,457 |
| Interest Receivable - U.S. Agency Notes | | 2,693 |
| Interest Receivable - Municipal Securities | | 134,248 |
| Interest Receivable - CD's | | 2,406 |
| Accounts Receivable | | 67,788 |
| TOTAL ASSETS | \$ | <u>45,562,486</u> |

DEFERRED OUTFLOWS OF RESOURCES

| | | |
|------------------------------|----|---------|
| Advance payments to grantees | \$ | 216,000 |
|------------------------------|----|---------|

| | | |
|--|-----------|--------------------------|
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | \$ | <u>45,778,486</u> |
|--|-----------|--------------------------|

LIABILITIES

| | | |
|--------------------------|-----------|-------------------------|
| Accounts Payable | \$ | 9,517,317 |
| TOTAL LIABILITIES | \$ | <u>9,517,317</u> |

FUND BALANCE

| | | |
|---|-----------|-------------------------|
| Reserved - Short Term Commitments Due Within One Year | | |
| Odessa College - 2nd Project Training Facility | \$ | 5,000,000 |
| UTPB - 2nd Project Training Facility | | 1,500,000 |
| Total Short Term Commitments | \$ | <u>6,500,000</u> |

| | | |
|--|-----------|--------------------------|
| Reserved - Long Term Commitments Due in More Than One Year | | |
| Halliburton Energy Services, Inc. | 1,300,000 | |
| Standard Sales Company, LP. | 400,000 | |
| Summit Power Energy, LLC | 5,000,000 | |
| West Texas Food Bank | 587,866 | |
| Odessa College - 2nd Project Training Facility | 3,000,000 | |
| UTPB - 2nd Project Training Facility | 6,000,000 | |
| Total Long Term Commitments | \$ | <u>16,287,866</u> |

| | | |
|----------------|----|------------|
| Total Reserved | \$ | 22,787,866 |
|----------------|----|------------|

| | | |
|---------------------------|----|------------|
| Assigned (TXDOT Projects) | \$ | 11,500,000 |
|---------------------------|----|------------|

| | | |
|------------|----|-----------|
| Unreserved | \$ | 1,973,303 |
|------------|----|-----------|

| | | |
|---------------------------|-----------|--------------------------|
| TOTAL FUND BALANCE | \$ | <u>36,261,169</u> |
|---------------------------|-----------|--------------------------|

| | | |
|---|-----------|--------------------------|
| TOTAL LIABILITIES AND FUND BALANCE | \$ | <u>45,778,486</u> |
|---|-----------|--------------------------|

**ODESSA DEVELOPMENT CORPORATION
CHANGES IN RESERVED FUND BALANCE
OCTOBER 2017**

Reserved - Short Term Commitments

| | <u>Current Month</u> | <u>Prior Month</u> | <u>Month End Change</u> |
|--|----------------------|--------------------|-------------------------|
| Odessa College - 2nd Project Training Facility | 5,000,000 | - | 5,000,000 |
| UTPB - 2nd Project Training Facility | 1,500,000 | - | 1,500,000 |
| Total Short Term Commitments | \$ 6,500,000 | \$ - | \$ 6,500,000 |

Reserved - Long Term Commitments

| | <u>Current Month</u> | <u>Prior Month</u> | <u>Month End Change</u> |
|--|----------------------|---------------------|-------------------------|
| Halliburton Energy Services, Inc. | 1,300,000 | 1,300,000 | - |
| Standard Sales Company, LP. | 400,000 | 400,000 | - |
| Summit Power Energy, LLC | 5,000,000 | 5,000,000 | - |
| West Texas Food Bank | 587,866 | 587,866 | - |
| Odessa College - 2nd Project Training Facility | 3,000,000 | - | 3,000,000 |
| UTPB - 2nd Project Training Facility | 6,000,000 | - | 6,000,000 |
| Total Long Term Commitments | \$ 16,287,866 | \$ 7,287,866 | \$ 9,000,000 |
| Total Reserved Fund Balance | \$ 22,787,866 | \$ 7,287,866 | \$ 15,500,000 |

**ODESSA DEVELOPMENT CORPORATION
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
OCTOBER 2017**

| | <u>BUDGET</u> | <u>ACTUAL</u> | <u>VARIANCE FAVORABLE (UNFAVORABLE)</u> |
|--|----------------|---------------|---|
| REVENUES | | | |
| 4-A Sales Tax Receipts | \$ 706,046 | \$ 927,646 | \$ 221,600 |
| Interest Income | 29,166 | \$ 63,625 | 34,459 |
| Gain and or (Loss) on Investments | (12,500) | \$ (23,490) | (10,990) |
| Miscellaneous Income | - | \$ - | - |
| | <hr/> | <hr/> | <hr/> |
| TOTAL REVENUES | \$ 722,712 | \$ 967,781 | \$ 245,069 |
| EXPENDITURES | | | |
| Supplies and Materials | \$ 50 | \$ 5 | \$ 45 |
| Audit Services | 2,500 | - | 2,500 |
| Special Services | 5,833 | - | 5,833 |
| Insurance | 1,105 | 11,058 | (9,953) |
| Transportation, Memberships | - | - | - |
| Special Training | - | - | - |
| Bank Services | 333 | - | 333 |
| Administration Fee - City of Odessa | 19,101 | 19,110 | (9) |
| Chamber of Commerce | 66,666 | 200,000 | (133,334) |
| Marketing | 57,416 | - | 57,416 |
| Contingencies | 8,333 | - | 8,333 |
| Capital Outlay | 595 | - | 595 |
| MOTRAN | 7,500 | 22,500 | (15,000) |
| UTPB - Small Business Center | 8,088 | - | 8,088 |
| UTPB - SBDC Entrep. Contest | 31,721 | - | 31,721 |
| Odessa Hispanic Chamber | 11,509 | 11,510 | (1) |
| Odessa Hispanic CH-Mex In | 13,916 | 19,532 | (5,616) |
| Business Incentives | 2,915,436 | - | 2,915,436 |
| | <hr/> | <hr/> | <hr/> |
| TOTAL EXPENDITURES | \$ 3,150,102 | \$ 283,715 | \$ 2,866,387 |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES | | | |
| | <hr/> | <hr/> | <hr/> |
| | \$ (2,427,390) | \$ 684,066 | \$ 3,111,456 |

ODESSA DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR MONTH ENDING OCTOBER 2017

| | <u>BUDGET</u> | <u>ACTUAL</u> | VARIANCE FAVORABLE (UNFAVORABLE) |
|---|----------------|---------------|--|
| REVENUES | | | |
| 4-A Sales Tax Receipts | \$ 706,046 | \$ 927,646 | \$ 221,600 |
| Interest Income | 29,166 | 63,625 | 34,459 |
| Gain and or (Loss) on Investments | (12,500) | (23,490) | (10,990) |
| Miscellaneous Income | - | - | - |
| | <hr/> | <hr/> | <hr/> |
| TOTAL REVENUES | \$ 722,712 | \$ 967,781 | \$ 245,069 |
| EXPENDITURES | | | |
| Supplies and Materials | \$ 50 | \$ 5 | 45 |
| Audit Services | 2,500 | - | 2,500 |
| Special Services | 5,833 | - | 5,833 |
| Insurance | 1,105 | 11,058 | (9,953) |
| Transportation,Memberships | - | - | - |
| Special Training | - | - | - |
| Bank Services | 333 | - | 333 |
| Administration Fee - City of Odessa | 19,101 | 19,110 | (9) |
| Chamber of Commerce | 66,666 | 200,000 | (133,334) |
| Marketing | 57,416 | - | 57,416 |
| Contingencies | 8,333 | - | 8,333 |
| Capital Outlay | 595 | - | 595 |
| MOTRAN | 7,500 | 22,500 | (15,000) |
| UTPB - Small Business Center | 8,088 | - | 8,088 |
| UTPB - SBDC Entrep. Contest | 31,721 | - | 31,721 |
| Odessa Hispanic Chamber | 11,509 | 11,510 | (1) |
| Odessa Hispanic Ch-Mex In | 13,916 | 19,532 | (5,616) |
| Business Incentives | 2,915,436 | - | 2,915,436 |
| | <hr/> | <hr/> | <hr/> |
| TOTAL EXPENDITURES | \$ 3,150,102 | \$ 283,715 | \$ 2,866,387 |
| EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES | | | |
| | \$ (2,427,390) | \$ 684,066 | \$ 3,111,456 |
| FUND BALANCE - AT BEGINNING OF YEAR | | | |
| | <hr/> | <hr/> | <hr/> |
| | \$ 35,577,103 | \$ 35,577,103 | - |
| FUND BALANCE - AT END OF YEAR | | | |
| | <hr/> | <hr/> | <hr/> |
| | \$ 33,149,713 | \$ 36,261,169 | \$ 3,111,456 |

ODESSA DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
TOTAL BUDGET COMPARISON
OCTOBER 2017

| | TOTAL <u>BUDGET</u> | ACTUAL - YTD | REMAINING <u>BALANCE</u> |
|---|------------------------|----------------------|-----------------------------|
| REVENUES | | | |
| 4-A Sales Tax Receipts | \$ 8,472,560 | \$ 927,646 | \$ (7,544,914) |
| Interest Income | 350,000 | 63,625 | (286,375) |
| Gain and or (Loss) on Investments | (150,000) | (23,490) | 126,510 |
| Miscellaneous Income | - | - | - |
| | <hr/> | | |
| TOTAL REVENUES | \$ 8,672,560 | \$ 967,781 | \$ (7,704,779) |
| | | | |
| EXPENDITURES | | | |
| Supplies and Materials | \$ 600 | \$ 5 | \$ 595 |
| Audit Services | 30,000 | - | 30,000 |
| Special Services | 70,000 | - | 70,000 |
| Insurance | 13,270 | 11,058 | 2,212 |
| Transportation,Memberships | - | - | - |
| Special Training | - | - | - |
| Bank Services | 4,000 | - | 4,000 |
| Administration Fee - City of Odessa | 229,221 | 19,110 | 210,111 |
| Chamber of Commerce | 800,000 | 200,000 | 600,000 |
| Marketing | 689,000 | - | 689,000 |
| Contingencies | 100,000 | - | 100,000 |
| Capital Outlay | 7,137 | - | 7,137 |
| MOTRAN | 90,000 | 22,500 | 67,500 |
| UTPB - Small Business Center | 97,065 | - | 97,065 |
| UTPB - SBDC Entrep. Contest | 380,654 | - | 380,654 |
| Odessa Hispanic Chamber | 138,119 | 11,510 | 126,609 |
| Odessa Hispanic Ch-Mex In | 167,000 | 19,532 | 147,468 |
| Business Incentives | 34,985,230 | - | 34,985,230 |
| | <hr/> | | |
| TOTAL EXPENDITURES | \$ 37,801,296 | \$ 283,715 | \$ 37,517,581 |
| | | | |
| EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES | \$ (29,128,736) | \$ 684,066 | \$ 29,812,802 |
| | | | |
| FUND BALANCE - AT BEGINNING OF YEAR | <u>\$ 35,577,103</u> | <u>\$ 35,577,103</u> | <u>\$ -</u> |
| | | | |
| FUND BALANCE - AT END OF YEAR | <u>\$ 6,448,367</u> | <u>\$ 36,261,169</u> | <u>\$ 29,812,802</u> |

**ODESSA DEVELOPMENT CORPORATION
CASH FLOW STATEMENT
OCTOBER 2017**

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|---|-------------------------|
| Cash Received from Sales Taxes | \$ 927,646 |
| Cash Paid for Goods and Services | (1,261,198) |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | <u>(333,552)</u> |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|--|----------------------|
| Purchase of Investments | - |
| Sales of Investments | - |
| Investment Income | 57,126 |
| NET CASH PROVIDED BY INVESTING ACTIVITIES | <u>57,126</u> |

NET INCREASE (DECREASE) IN CASH (276,426)

CASH (Texpool and Money Markets) - AT BEGINNING OF MONTH 18,733,045

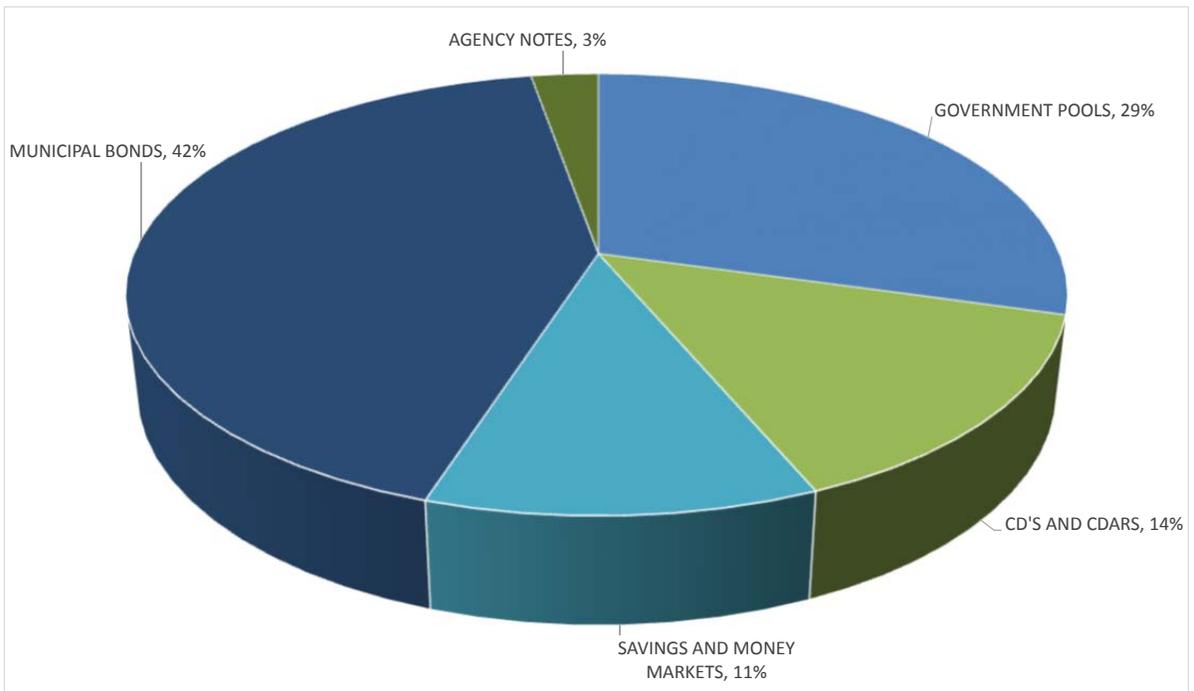
CASH (Texpool and Money Markets) - AT END OF MONTH \$ 18,456,619



Director of Finance

**ODESSA DEVELOPMENT CORPORATION
INVESTMENT SUMMARY
OCTOBER 2017**

| <u>INVESTMENT</u> | <u>BEGINNING BALANCE</u> | <u>PURCHASE AMOUNT</u> | <u>CHANGES IN FAIR VALUE AND INTEREST REINVESTED</u> | <u>SALES AMOUNT</u> | <u>ENDING BALANCE</u> |
|---------------------------|--------------------------|------------------------|--|---------------------|-----------------------|
| GOVERNMENT POOLS | 13,614,527 | 962,910 | 13,903 | 1,258,178 | 13,333,162 |
| CD'S AND CDARS | 6,471,435 | - | 5,661 | 4,433 | 6,472,663 |
| SAVINGS AND MONEY MARKETS | 5,118,518 | - | 4,939 | - | 5,123,456 |
| MUNICIPAL BONDS | 19,205,389 | - | (23,377) | - | 19,182,012 |
| AGENCY NOTES | 1,246,575 | - | (113) | - | 1,246,463 |
| TOTAL | <u>45,656,445</u> | <u>962,910</u> | <u>1,013</u> | <u>1,262,611</u> | <u>45,357,757</u> |



**ODESSA DEVELOPMENT CORPORATION
INVESTMENT PORTFOLIO
SEPTEMBER 30, 2017**

| <u>INVESTMENT TYPE</u> | <u>YTM</u> | <u>MATURITY</u> | <u>PAR</u> | <u>FAIR** 09/30/17</u> |
|--|--------------|-----------------|----------------------|----------------------------|
| Local Government Investment Pools | | | | |
| TexPool | 0.97% | Open | \$ 6,917,814 | \$ 6,917,814 |
| Logic | 1.08% | Open | \$ 6,696,714 | \$ 6,696,714 |
| Total Local Government Investment Pools | | | \$ 13,614,527 | \$ 13,614,527 |
| Weighted Average Rate Per Pools Total | 1.02% | | | |
| Money Market Investment | | | | |
| Lone Star State Bank | 1.11% | Open | \$ 5,118,518 | \$ 5,118,518 |
| Total Money Markets | | | \$ 5,118,518 | \$ 5,118,518 |
| Weighted Average Rate Per MM Total | 1.11% | | | |
| CD AND CDARs Investments | | | | |
| AimBank - 12 Month CD | 1.20% | 8/31/18 | \$ 2,058,620 | \$ 2,076,308 |
| AimBank - 12 Month CD | 0.60% | 12/22/17 | 763,777 | 768,506 |
| Lone Star Bank - 370 Day CD | 0.45% | 12/30/17 | 600,229 | 601,655 |
| Lone Star Bank - 18 MO CD | 1.49% | 1/21/19 | 1,250,000 | 1,253,116 |
| Frost Bank CDARs | 0.88% | 10/12/17 | 513,339 | 513,202 |
| Frost Bank CDARs | 0.88% | 10/12/17 | 513,339 | 513,202 |
| Ally Bank -CD | 0.90% | 7/16/18 | 248,000 | 248,474 |
| Capital One Bank - CD | 0.90% | 7/13/18 | 248,000 | 248,474 |
| Discover Bank -CD | 0.95% | 7/13/18 | 248,000 | 248,498 |
| Total CD and CDARs Investments | | | \$ 6,443,302 | \$ 6,471,435 |
| Weighted Average Rate Per CD's Total | 1.03% | | | |
| Municipal Securities | | | | |
| New Mexico St Fin B Tax | 1.22% | 6/15/18 | \$ 1,415,000 | \$ 1,447,984 |
| Grand Prairie Tex Tax | 1.52% | 1/1/19 | 390,000 | 399,329 |
| Gateway PA Sch Tax | 1.76% | 7/15/19 | 1,900,000 | 1,874,806 |
| New York NY City Tax | 1.25% | 2/1/19 | 2,000,000 | 1,990,880 |
| Union City NJ B Tax | 1.48% | 12/1/18 | 1,000,000 | 1,012,140 |
| Florida St A | 1.50% | 7/1/19 | 5,000,000 | 5,021,400 |
| Fresno Cnty CA Tax | 1.25% | 8/15/19 | 650,000 | 653,335 |
| California St Tax | 1.66% | 7/1/19 | 1,680,000 | 1,687,409 |
| Kansas St Dev H Tax | 1.40% | 4/15/20 | 820,000 | 831,201 |
| State of Texas | 1.51% | 10/1/19 | 1,000,000 | 1,005,250 |
| Dallas TX | 1.81% | 10/1/20 | 1,325,000 | 1,333,891 |
| Port Saint Lucie FL | 1.76% | 7/1/19 | 675,000 | 670,295 |
| Pittsburg PA Urban Dev | 1.80% | 12/1/19 | 770,000 | 772,811 |
| Texas Tech University | 1.95% | 2/15/21 | 500,000 | 504,660 |
| Total Municipal Securities | | | \$ 19,125,000 | \$ 19,205,389 |
| Weighted Average Rate Per Muni Total | 1.54% | | | |
| U.S. Agency Notes | | | | |
| FHLMC Notes - Callable | 1.10% | 8/24/18 | 1,250,000 | 1,246,575 |
| Total U.S. Agency Notes | | | \$ 1,250,000 | \$ 1,246,575 |
| Weighted Average Rate Per Agency Total | 1.10% | | | |
| TOTAL INVESTMENTS | 1.25% | | \$ 45,551,348 | \$ 45,656,445 |

** Amount does not reflect prior period market adjustments and represents fair market value adjustment as of current period end only.

**ODESSA DEVELOPMENT CORPORATION
INVESTMENT PORTFOLIO
OCTOBER 31, 2017**

End of Month

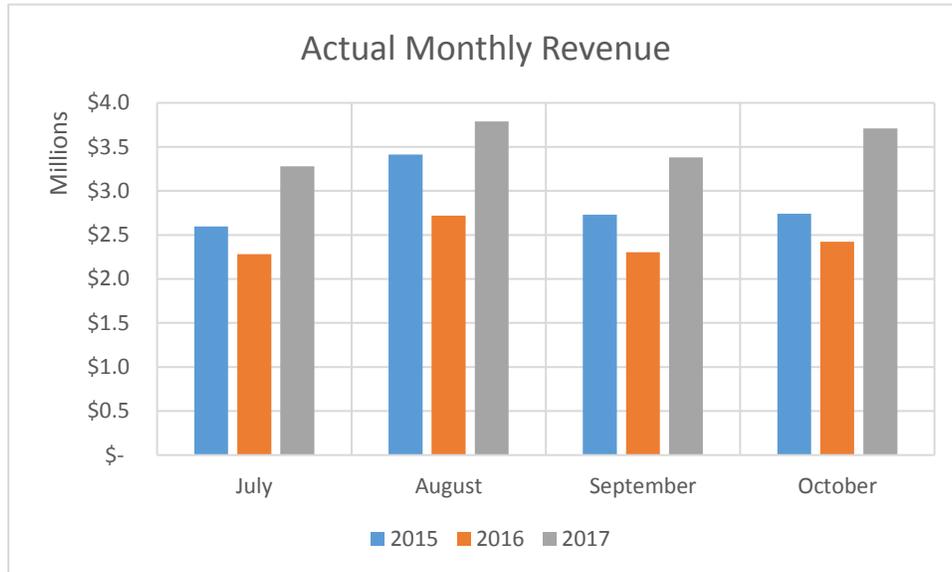
| <u>INVESTMENT TYPE</u> | <u>YTM</u> | <u>MATURITY</u> | <u>PAR</u> | <u>FAIR** 10/31/17</u> |
|---|--------------|-----------------|----------------------|----------------------------|
| Local Government Investment Pools | | | | |
| TexPool | 1.02% | Open | \$ 6,629,143 | \$ 6,629,143 |
| Logic | 1.28% | Open | 6,704,019 | 6,704,019 |
| Total Local Government Investment Pools | | | \$ 13,333,162 | \$ 13,333,162 |
| Weighted Average Rate Per Pools Total | 1.15% | | | |
| Money Market Investment | | | | |
| Lone Star State Bank | 1.11% | Open | \$ 5,123,456 | \$ 5,123,456 |
| Total Money Market | | | \$ 5,123,456 | \$ 5,123,456 |
| Weighted Average Rate Per MM Total | 1.11% | | | |
| CD AND CDARs Investments | | | | |
| AimBank - 12 Month CD | 1.20% | 8/31/18 | \$ 2,058,620 | \$ 2,078,424 |
| AimBank - 12 Month CD | 0.60% | 12/22/17 | 763,777 | 768,885 |
| Lone Star Bank - 370 Day CD | 0.45% | 12/8/17 | 600,229 | 601,154 |
| Lone Star Bank - 18 MO CD | 1.49% | 1/21/19 | 1,250,000 | 1,251,021 |
| Frost Bank CDARs | 1.35% | 10/11/18 | 513,339 | 513,582 |
| Frost Bank CDARs | 1.35% | 10/11/18 | 513,339 | 513,582 |
| Ally Bank -CD | 0.90% | 7/16/18 | 248,000 | 248,660 |
| Capital One Bank - CD | 0.90% | 7/13/18 | 248,000 | 248,660 |
| Discover Bank -CD | 0.95% | 7/13/18 | 248,000 | 248,694 |
| Total CD and CDARs Investments | | | \$ 6,443,302 | \$ 6,472,663 |
| Weighted Average Rate Per CD's Total | 1.11% | | | |
| Municipal Securities | | | | |
| New Mexico St Fin B Tax | 1.22% | 6/15/18 | \$ 1,415,000 | \$ 1,443,965 |
| Grand Prairie Tex Tax | 1.52% | 1/1/19 | 390,000 | 398,405 |
| Gateway PA Sch Tax | 1.76% | 7/15/19 | 1,900,000 | 1,874,255 |
| New York NY City Tax | 1.25% | 2/1/19 | 2,000,000 | 1,989,680 |
| Union City NJ B Tax | 1.48% | 12/1/18 | 1,000,000 | 1,010,550 |
| Florida St A | 1.50% | 7/1/19 | 5,000,000 | 5,012,700 |
| Fresno Cnty CA Tax | 1.25% | 8/15/19 | 650,000 | 652,626 |
| California St Tax | 1.66% | 7/1/19 | 1,680,000 | 1,685,880 |
| Kansas St Dev H Tax | 1.40% | 4/15/20 | 820,000 | 827,667 |
| State of Texas | 1.51% | 10/1/19 | 1,000,000 | 1,004,180 |
| Dallas TX | 1.81% | 10/1/20 | 1,325,000 | 1,336,077 |
| Port Saint Lucie FL | 1.76% | 7/1/19 | 675,000 | 669,911 |
| Pittsburg PA Urban Dev | 1.80% | 12/1/19 | 770,000 | 771,147 |
| Texas Tech University | 1.95% | 2/15/21 | 500,000 | 504,970 |
| Total Municipal Securities | | | \$ 19,125,000 | \$ 19,182,012 |
| Weighted Average Rate Per Munis Total | 1.54% | | | |
| U.S. Agency Notes | | | | |
| FHLMC Notes - Callable | 1.10% | 8/24/18 | 1,250,000 | 1,246,463 |
| Total U.S. Agency Notes | | | \$ 1,250,000 | \$ 1,246,463 |
| Weighted Average Rate Per Agencies Total | 1.10% | | | |
| TOTAL INVESTMENTS | 1.30% | | \$ 45,274,921 | \$ 45,357,757 |

** Amount does not reflect prior period market adjustments and represents fair market value adjustment as of current period end only.

MONTHLY FINANCIAL
SUMMARY REPORT

ECONOMIC INDICATORS
OCTOBER 2017

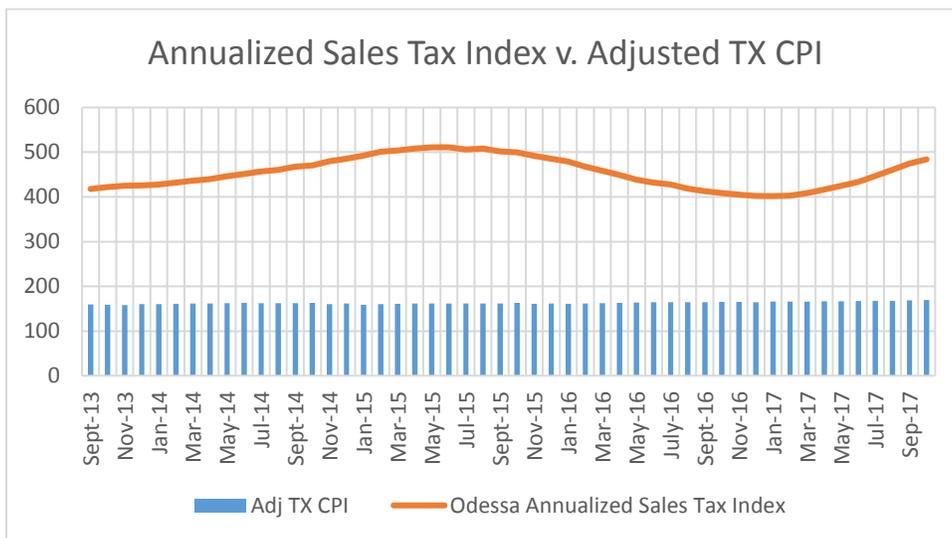
SALES TAX



SOURCE: TX Comptroller of Public Accounts

- The City of Odessa reported sales tax of \$3,710,582 in October 2017, a 53.20% increase from October 2016.

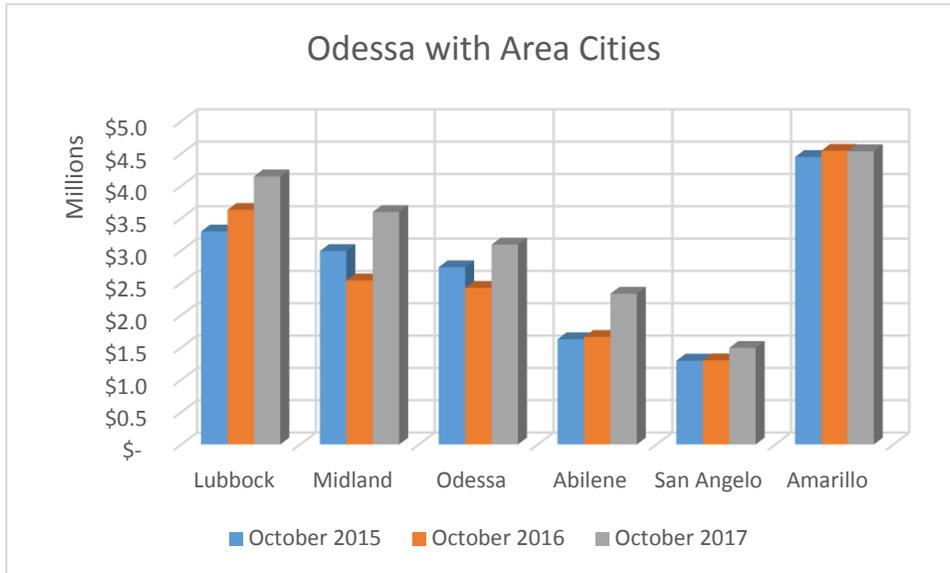
ANNUALIZED SALES TAX INDEX



SOURCE: TX Comptroller of Public Accounts

- Adjusted Texas CPI for September 2017 was 169.06; annualized sales tax index was 474.91.
- Adjusted Texas CPI has increased 6.70% from October 2013 to October 2017.
- Annualized sales tax index for the City of Odessa has increased 14.64% from October 2013 to October 2017.

SALES TAX COMPARISON

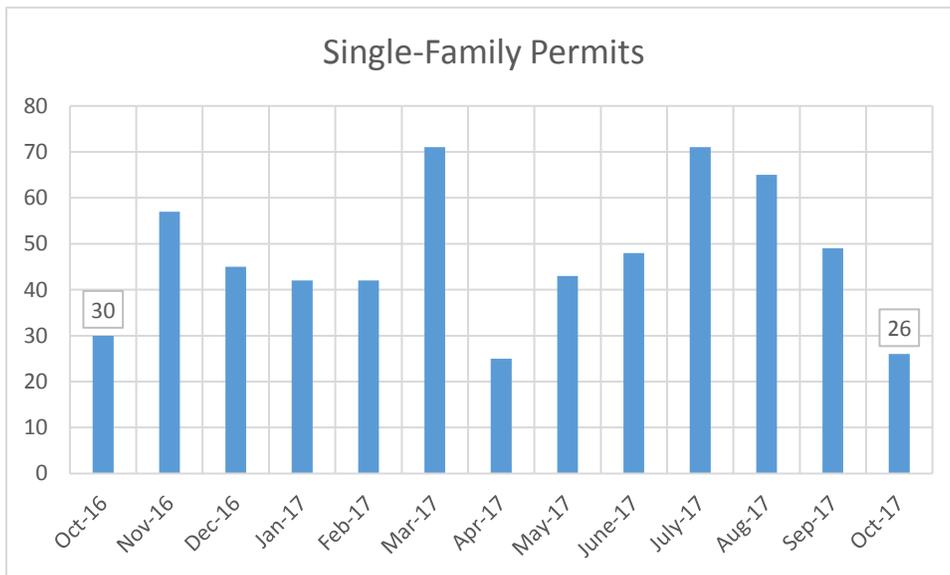


SOURCE: TX Comptroller of Public Accounts

- The chart above shows receipts for August 2015, 2016, and 2017 for the City of Odessa compared with five surrounding cities. Abilene and Amarillo have a city sales tax rate of 2.00%. Lubbock, Midland, and San Angelo have a city sales tax rate of 1.50%, while Odessa has a rate of 1.25%

SINGLE-FAMILY (SF) HOUSING

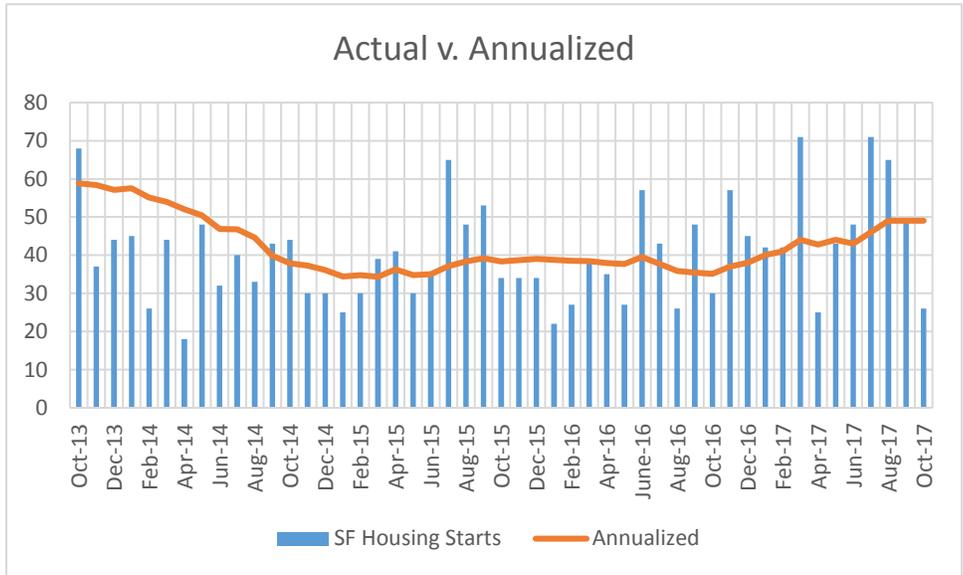
NUMBER OF PERMITS ISSUED



SOURCE: City of Odessa

- The City of Odessa issued 26 single-family housing permits in October 2017, a -13.33% decrease from October 2016.

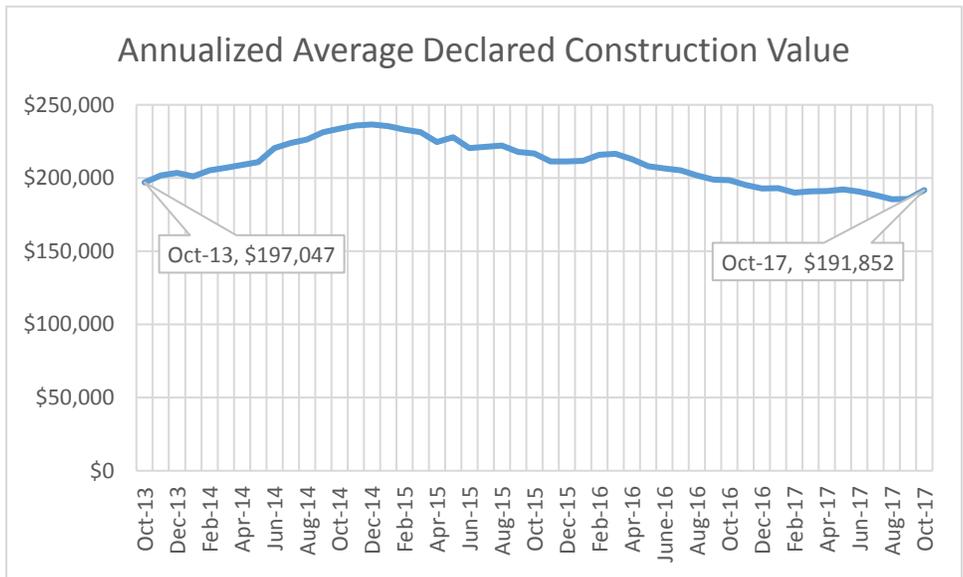
SINGLE-FAMILY HOUSING STARTS



SOURCE: City of Odessa

| October 2017 | # of SF Housing Starts | Value | % Δ in Value (12 Mos.) |
|-------------------|------------------------|-------------|------------------------|
| Actual | 26 | \$6,869,125 | -13.33% |
| Annualized | 49 | \$9,336,796 | -3.33% |

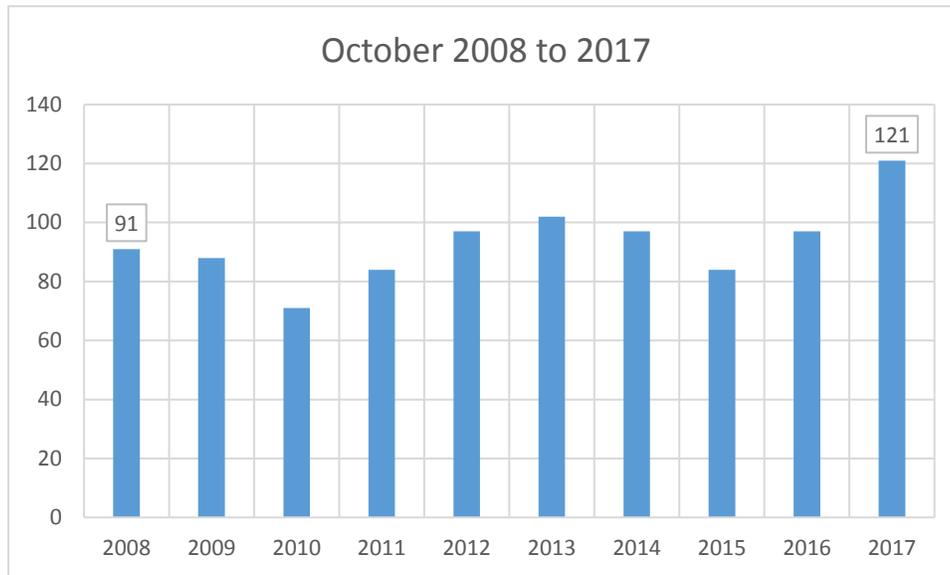
NEW SINGLE-FAMILY HOME VALUE



SOURCE: City of Odessa

- The annualized average declared construction value of a new home decreased -2.64% from October 2013 to October 2017.

NUMBER OF RESIDENTIAL SALES – ECTOR COUNTY

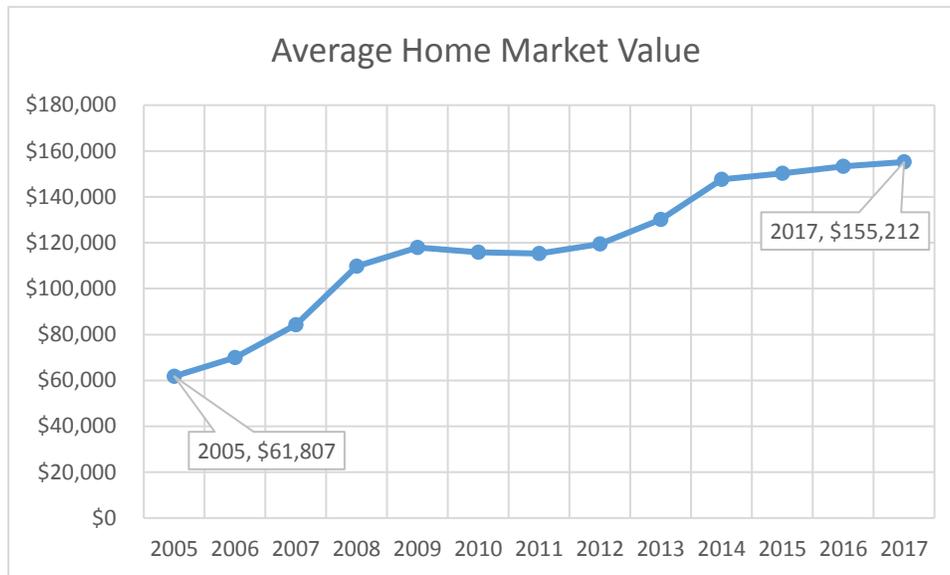


SOURCE: Odessa Board of Realtors

- The chart above illustrates the number of residential sales for the month of October for 10 consecutive years.
- The table below shows the number of sales, sales volume, and days on market for the month of October:

| Year | Number of Sales | Sales Volume | Days on Market |
|------|-----------------|--------------|----------------|
| 2017 | 121 | \$23,702,269 | 52 |
| 2016 | 97 | \$17,348,260 | 61 |
| 2015 | 84 | \$16,712,039 | 42 |
| 2014 | 97 | \$18,483,233 | 40 |
| 2013 | 102 | \$20,018,201 | 55 |
| 2012 | 97 | \$14,214,959 | 37 |
| 2011 | 84 | \$12,970,870 | 107 |
| 2010 | 71 | \$8,894,488 | 101 |
| 2009 | 88 | \$13,209,052 | 108 |
| 2008 | 91 | \$13,665,600 | 92 |

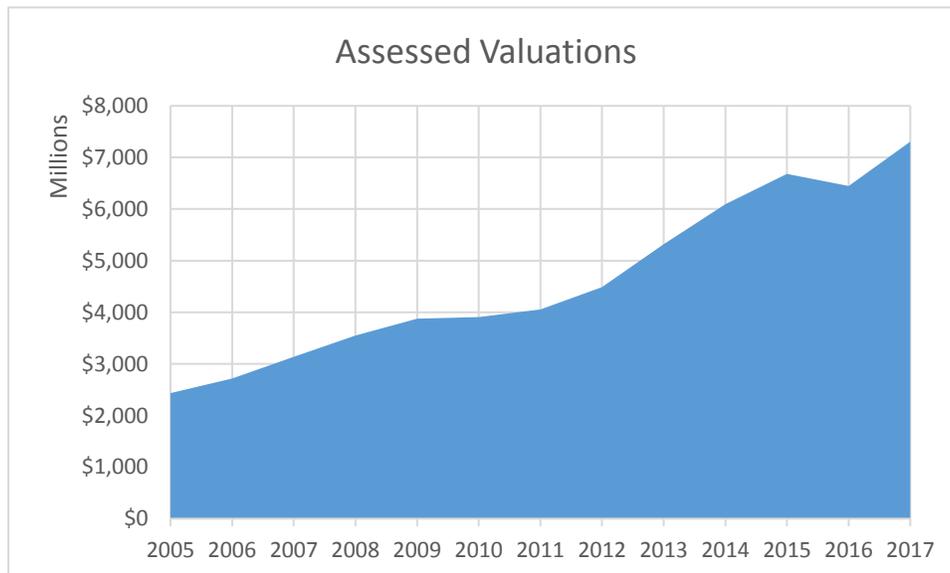
PROPERTY VALUATIONS (UPDATED ANNUALLY)



SOURCE: Ector County Appraisal District

- Average home value for 2017 within the City of Odessa was \$155,212, which is a 1.23% increase from 2016.
- Average home value since 2005 has increased by 151.12%.

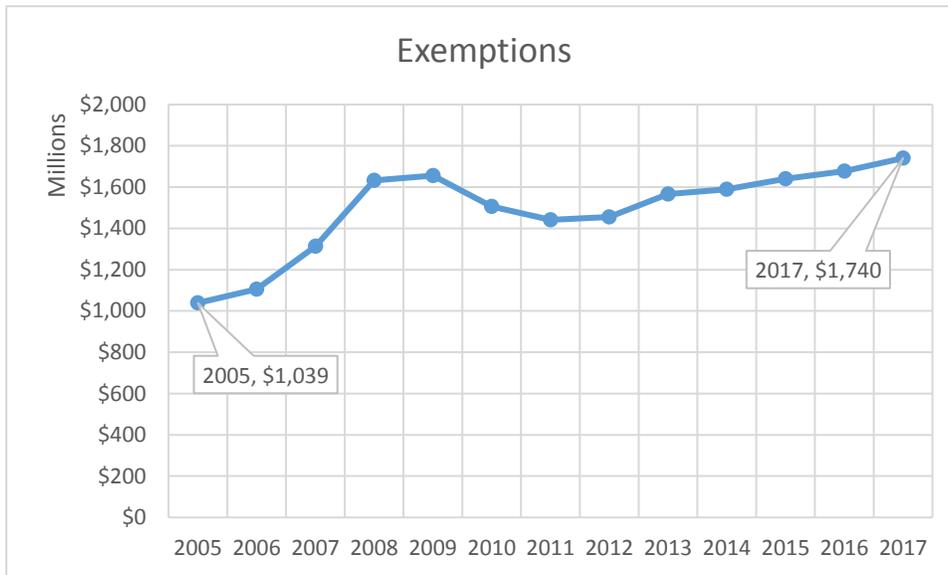
ASSESSED VALUATIONS



SOURCE: Ector County Appraisal District

- Assessed values subject to property taxation comprised 87.49% of total market value of property appraised in 2017 within the City of Odessa.
- Certified assessed values for 2017 totaled \$7,305,237,892, which was an increase of 12.31% over 2016 valuations.

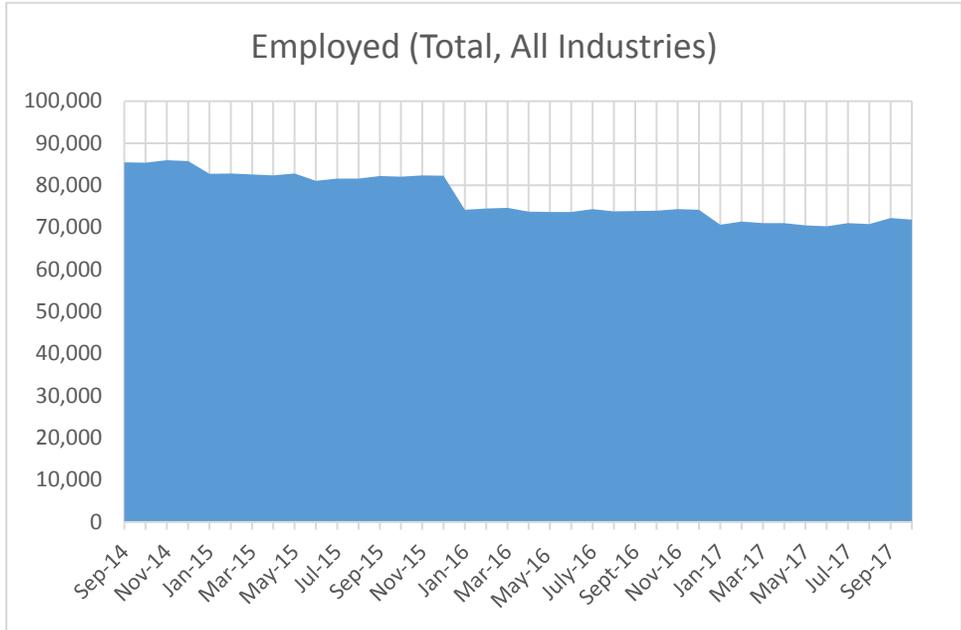
EXEMPTIONS



SOURCE: Ector County Appraisal District

- Property valuation exemptions (not subject to property taxation) comprised 20.84% of the total market value of property appraised in 2017 within the City of Odessa.
- Certified exemptions for 2017 totaled \$1,740,377,829, which was an increase of 20.84% over 2016 exemptions.
- The table below shows certified property values for the City of Odessa for 2016 and 2017 with percent change:

| | 2016 | 2017 | % Δ |
|----------------------------|-----------------|-----------------|------------|
| Assessed Valuations | \$6,447,707,173 | \$7,305,237,892 | 13.30% |
| Exemptions | \$1,678,099,036 | \$1,740,377,829 | 20.84% |
| Total Market Values | \$8,125,806,209 | \$8,350,077,611 | 2.76% |
| Average Home Market Values | \$153,326 | \$155,212 | 1.23% |

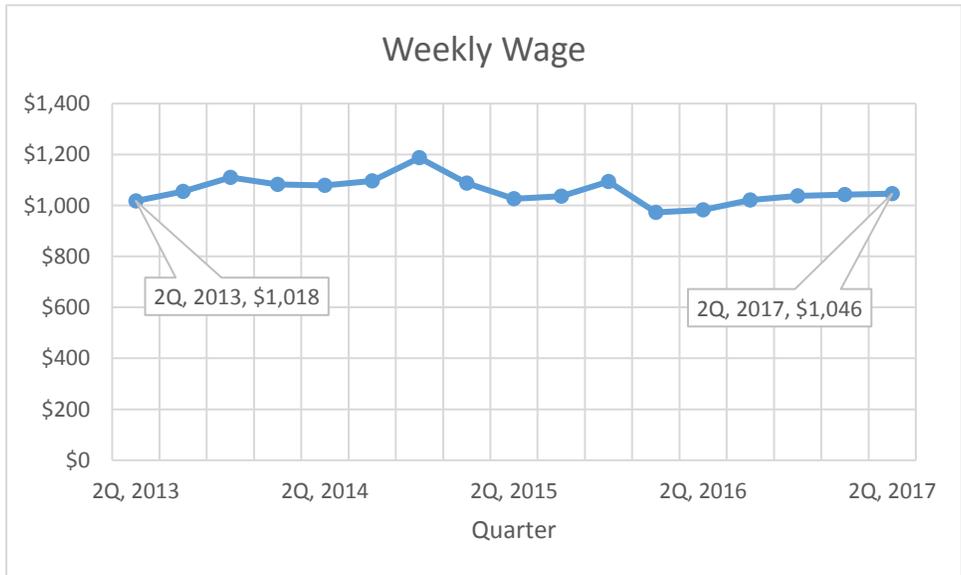


SOURCE: Labor Market and Career Information (LMCI)

| | October 2014 | October 2017 | % Δ (3 Yrs) |
|-----------------------|--------------|--------------|-------------|
| # of Employed Workers | 85,418 | 71,877 | -15.85% |

- The number of employed workers was 72,235 in September 2017.
- The chart above shows a -15.85% decrease in the number of employed workers in Ector County from October 2014 to October 2017.

AVERAGE WEEKLY WAGE



SOURCE: Labor Market and Career Information (LMCI)

- The weekly wage in Ector County was \$1,046 in the 2nd quarter of 2017, which is a 2.75% increase from 4 years ago.

UNEMPLOYMENT RATE



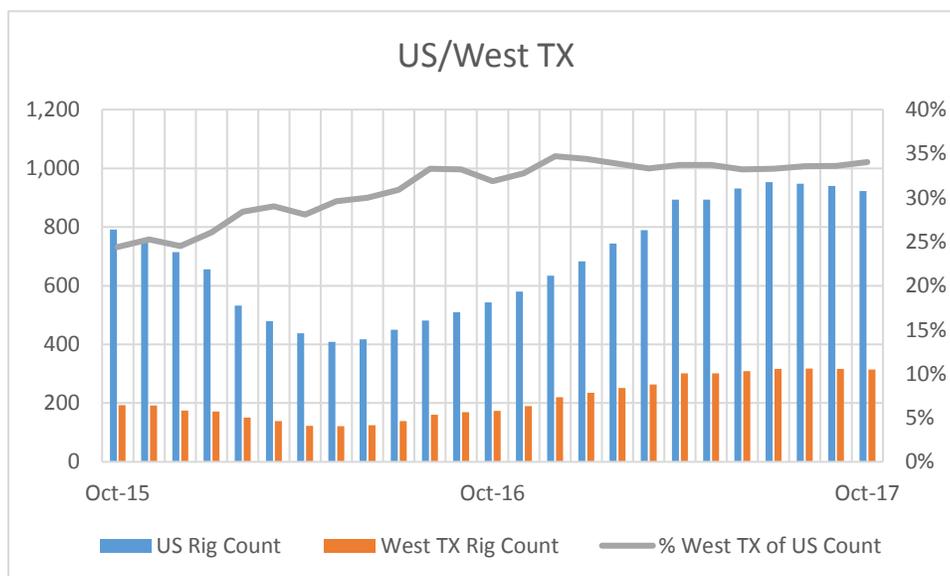
SOURCE: Labor Market and Career Information (LMCI)

| | October 2014 | October 2017 | % Δ (3 Yrs) |
|--------------------------|--------------|--------------|-------------|
| Unemployment | 2,610 | 2,388 | -8.51% |
| Unemployment Rate | 3.00% | 3.20% | 6.67% |

- The number of unemployed workers was 2,751 in September 2017; the unemployment rate was 3.7%.
- The chart above shows a 6.67% increase in unemployment from October 2014 to October 2017.

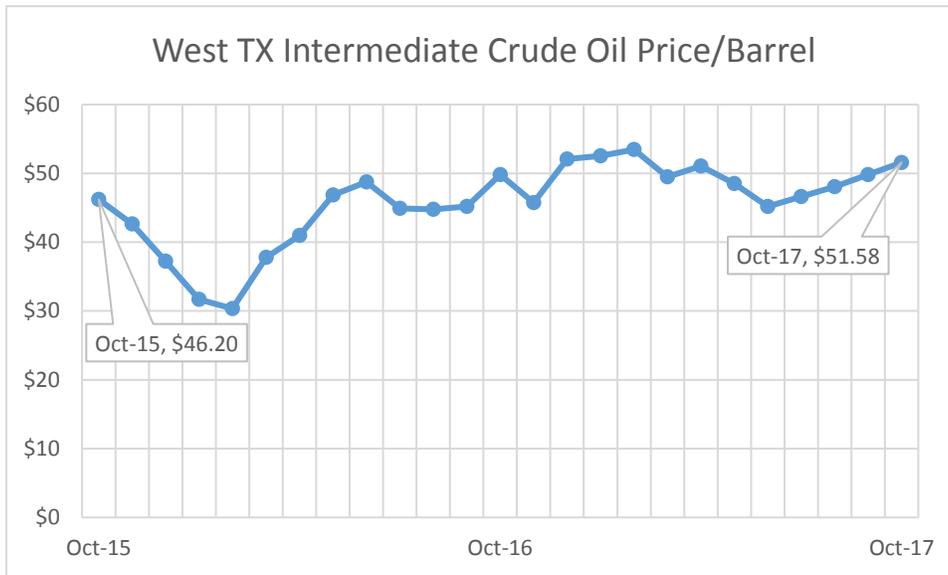
RIG COUNT/INTERMEDIATE CRUDE OIL PRICE

ACTIVE RIG COUNT/WEST TX INTERMEDIATE CRUDE OIL



SOURCE: Baker Hughes

- The chart above shows the relationship between total active rig counts in the U.S. and West TX, as well as percentage of West TX rigs of U.S. total from October 2015 to October 2017.



SOURCE: Federal Reserve Bank of Dallas

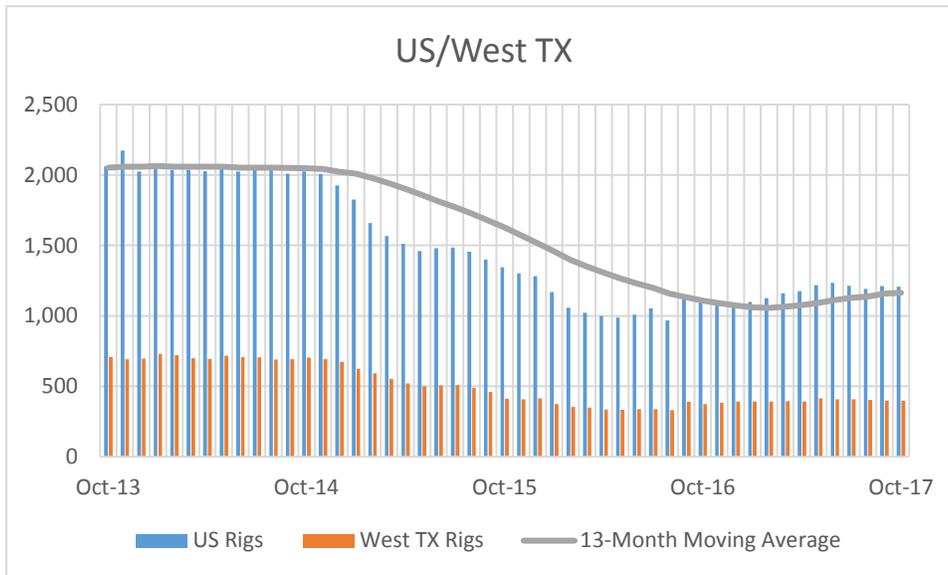
- The chart above shows a 11.65% increase in the price per barrel of West TX intermediate crude oil from October 2015 to October 2017.
- The table below shows 2-year differences for rig counts and prices per barrel:

| | October-15 | October-17 | % Δ (2 Yrs) |
|--------------------------|------------|------------|-------------|
| US Rig Count | 791 | 922 | 16.56% |
| West TX Rig Count | 193 | 314 | 62.69% |
| Price/Barrel | \$46.20 | \$51.58 | 11.65% |

- Current active rig counts and prices as of 12/01/2017 are as follows:

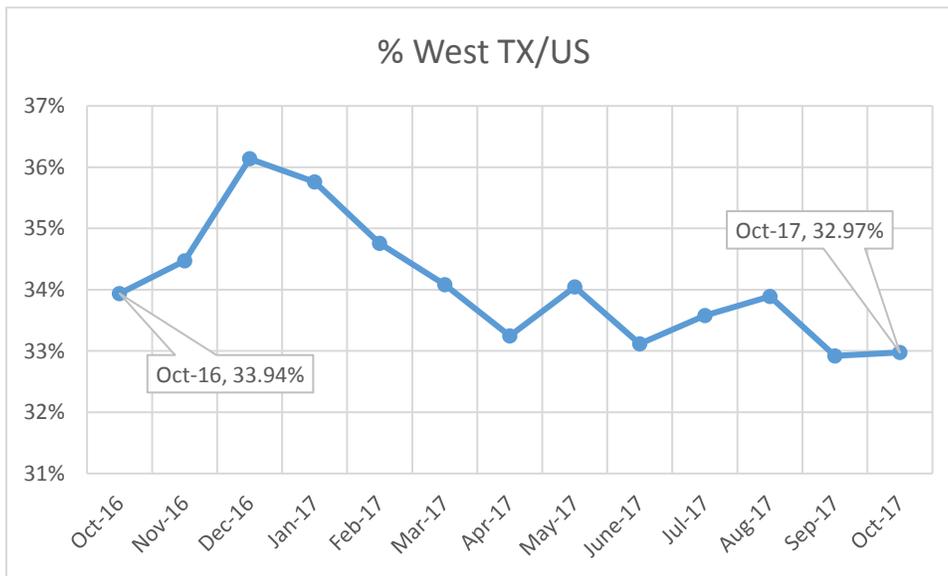
| West TX | Texas | US | Price/Barrel (West TX) |
|---------|-------|-----|------------------------|
| 327 | 454 | 929 | \$58.35 |

WORKOVER RIG COUNT



SOURCE: Association of Energy Service Companies (AESC)

- The chart above shows the relationship between the number of workover rigs in the U.S. and West TX with a 13-month moving average.
- The chart below shows the percentage of total U.S. workover rigs located in West Texas.



SOURCE: Association of Energy Service Companies (AESC)

WORKOVER RIG COUNT (CONT'D.)

| Date | US Total | West TX Total | % West TX/US |
|-------------|-----------------|----------------------|---------------------|
| Oct-17 | 1,207 | 398 | 32.97% |
| Sep-17 | 1,212 | 399 | 32.92% |
| Aug-17 | 1,192 | 404 | 33.89% |
| Jul-17 | 1,215 | 408 | 33.58% |
| June-17 | 1,235 | 409 | 33.12% |
| May-17 | 1,219 | 415 | 34.04% |
| Apr-17 | 1,176 | 391 | 33.25% |
| Mar-17 | 1,159 | 395 | 34.08% |
| Feb-17 | 1,125 | 391 | 34.76% |
| Jan-17 | 1,099 | 393 | 35.76% |
| Dec-16 | 1,082 | 391 | 36.14% |
| Nov-16 | 1,111 | 383 | 34.47% |
| Oct-16 | 1,102 | 374 | 33.94% |

ITEM

1. c



ADVERTISING & MARKETING

Odessa Development Corporation

NOVEMBER 2017

COLLATERAL MATERIALS

- Video brochure mock ups are in production.
- 2018 Economic Development Guide is in production.

WEBSITE

- Completed training on content management system with economic development staff.

SOCIAL MEDIA/DIGITAL MEDIA

- The next blog entry will focus on Glazer.
- Digital ads are running for three months using a landing page for tracking.
- CVA is working on the next digital campaign.

MANUFACTURING STUDY UPDATE

- The manufacturing study is complete.
- Report is pending.

PUBLIC RELATIONS

- Completed invitation and news release for Glazer groundbreaking.
- Attended groundbreaking ceremony.

MEXICO INITIATIVE/OHCC

No activity in November.

UTPB SMALL BUSINESS DEVELOPMENT CENTER

2017-2018 New Business Start-Ups & Expansions

| November | | 2017 | | | | | |
|-------------------|-----------|-------------------|-----------|----------------------|-----------|------------------|-----------|
| ODESSA | | OTHER LOCATIONS | | ACTIVITIES | | | |
| New Businesses | 3 | Businesses | 2 | Sessions | 71 | Seminars | 3 |
| Full-Time Jobs | 23 | Jobs | 10 | Ind/N/Alaskan | 0 | Ind/N/Alaskan | 0 |
| Part Time Jobs | 6 | Jobs | 0 | Islander | 0 | Asian/pac. Isle | 0 |
| | | | | Black | 4 | Black | 2 |
| Total Jobs | 29 | Total Jobs | 10 | Hispanic | 21 | Hispanic | 15 |
| | | | | Non-Hispanic | 21 | Non-Hispanic | 11 |
| | | | | Total Clients | 44 | Attendees | 28 |
| | | | | Counseling Hours | 97 | Training Hours | 56 |

| | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Cumulative 2017/18 Totals | End of Year 2016/17 Totals |
|-----------------------|-----------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------------------|-------------------------------|
| Counseling Sessions | 121 | 71 | | | | | | | | | | | 192 | 1530 |
| Counseling Hours | 144 | 97 | | | | | | | | | | | 241 | 1997 |
| Seminars Presented | 9 | 3 | | | | | | | | | | | 12 | 45 |
| Attendees | 139 | 28 | | | | | | | | | | | 167 | 443 |
| Training Hours | 248 | 56 | | | | | | | | | | | 304 | 883 |
| New Businesses | 8 | 5 | | | | | | | | | | | 13 | 68 |
| Odessa New Business | 2 | 3 | | | | | | | | | | | 5 | 36 |
| Capitalization | \$35,000 | \$60,000 | | | | | | | | | | | \$95,000 | \$9,800,085 |
| Odessa Capitalization | \$30,000 | \$60,000 | | | | | | | | | | | \$90,000 | \$4,806,659 |
| Full-Time Jobs | 32 | 39 | | | | | | | | | | | 71 | 256 |
| Odessa FullTime Jobs | 6 | 23 | | | | | | | | | | | 29 | 154 |
| Part Time Jobs | 0 | 6 | | | | | | | | | | | 6 | 131 |
| Odessa Part Time Jobs | 0 | 6 | | | | | | | | | | | 6 | 52 |
| Total Jobs | 32 | 49 | | | | | | | | | | | 81 | 407 |



P. O. Box 60816 • Midland, Texas 79711
(432) 563-6240

La Entrada al Pacífico

November 16, 2017

The Honorable Charles Carlson, Chairman
Odessa Development Corporation
P.O. Box 4398
Odessa, Texas 79760

Dear Chairman Carlson:

Please find the attached monthly financials and activity report for the Midland-Odessa Transportation Alliance, Inc., for the month of October, 2017.

We appreciate your continued support and assistance.

Sincerely,

A handwritten signature in black ink that reads "James Beauchamp". The signature is fluid and cursive, with a long horizontal stroke at the end.

James Beauchamp
President, Midland-Odessa
Transportation Alliance

cc. The Honorable David Turner, City of Odessa



October 2017

I-14

We are continuing to educate Midland and Odessa area residents on the benefits of a re-designated I-14 corridor that would serve our communities, including outreach to area realtors and oil and gas professionals.

We met with other officials from Texas, Louisiana, and Mississippi recently to discuss a joint amendment to re-designate the western segment, as well as, extend I-14 through Louisiana and Mississippi.

Commission Visits

We recently took a delegation of Midland-Odessa leaders to Austin to visit with Transportation Commission members Lewis, Ryan, and Vadergriff, as well as, House Energy Committee Chairman Drew Darby, TXDOT staff, and policy directors for Governor Greg Abbott. We used the opportunity to ask for their action on bringing forward the internal report being conducted by TXDOT on I-14 and to highlight the truck miles estimate by TXDOT being 500 million miles short annually, and its impacts to funding here in the Odessa District.

End of Year

Our Annual Meeting is Wednesday, December 6th, beginning at 11:45am at the Permian Basin Petroleum Museum. We hope that you can join us and this year's special guest speaker, Dr. Tedd L. Mitchell, MD, President of the Texas Tech University Health Sciences Center for our program on Critical Infrastructure.

MOTRAN ALLIANCE, INC.
Profit & Loss YTD Comparison
October 2017

| | Oct 17 | Oct 17 |
|--------------------------------------|-----------------|-----------------|
| Ordinary Income/Expense | | |
| Income | | |
| 4000 · Founding Member Dues | 417.00 | 417.00 |
| 4200 · Interest Earned | 34.68 | 34.68 |
| 4420 · ODC | 22,500.00 | 22,500.00 |
| Total Income | 22,951.68 | 22,951.68 |
| Expense | | |
| 5000 · Marketing | | |
| 5001 · MOTRAN Marketing | 70.00 | 70.00 |
| Total 5000 · Marketing | 70.00 | 70.00 |
| 5025 · Travel Expenses | 78.59 | 78.59 |
| 6000 · Administration | | |
| 6045 · Food & Entertainment | 312.20 | 312.20 |
| 6085 · Office Lease | 2,655.00 | 2,655.00 |
| 6090 · Office Supplies | 690.12 | 690.12 |
| 6115 · Program Supplies | 394.96 | 394.96 |
| 6140 · Telephone | 252.97 | 252.97 |
| Total 6000 · Administration | 4,305.25 | 4,305.25 |
| 6500 · Personnel | | |
| 6501 · Salaries & Wages | 10,664.00 | 10,664.00 |
| 6502 · Payroll Taxes | 795.60 | 795.60 |
| 6503 · Employee Health Reimbursement | 449.00 | 449.00 |
| 6504 · Payroll Service Fee | 116.71 | 116.71 |
| Total 6500 · Personnel | 12,025.31 | 12,025.31 |
| 7410 · Previous year remittance-MDC | 344.31 | 344.31 |
| 7420 · Previous year remittance-ODC | 344.31 | 344.31 |
| Total Expense | 17,167.77 | 17,167.77 |
| Net Ordinary Income | 5,783.91 | 5,783.91 |
| Net Income | 5,783.91 | 5,783.91 |

MOTRAN ALLIANCE, INC.
Balance Sheet
As of October 31, 2017

| | <u>Oct 31, 17</u> |
|---------------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1000 · Frost MOTRAN Checking | 2,246.44 |
| 1010 · Frost MOTRAN Money Market | 150,270.54 |
| 1015 · Frost-ODC Money Market | 23,863.37 |
| 1020 · Frost- MDC Money Market | 1,362.37 |
| Total Checking/Savings | <u>177,742.72</u> |
| Total Current Assets | 177,742.72 |
| Fixed Assets | |
| 1500 · Furniture & Fixtures | 926.94 |
| 1510 · Accum. Dep - Furn & Fix | (926.94) |
| 1520 · Machinery & Equipment | 3,356.07 |
| 1530 · Accum Dep - Mach & Equip | (3,356.07) |
| Total Fixed Assets | <u>0.00</u> |
| TOTAL ASSETS | <u><u>177,742.72</u></u> |
| LIABILITIES & EQUITY | |
| Equity | |
| 3900 · Net Assets | 171,958.81 |
| Net Income | 5,783.91 |
| Total Equity | <u>177,742.72</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>177,742.72</u></u> |

1:32 PM

11/10/17

MOTRAN ALLIANCE, INC.
Statement of Cash Flows
October 2017

| | <u>Oct 17</u> |
|---|-------------------|
| OPERATING ACTIVITIES | |
| Net Income | 5,783.91 |
| Net cash provided by Operating Activities | 5,783.91 |
| Net cash increase for period | 5,783.91 |
| Cash at beginning of period | 171,958.81 |
| Cash at end of period | <u>177,742.72</u> |

**MOTRAN, INC. MONTHLY EXPENSE SUMMARY
FOR THE MONTH OF Oct-17**

| EXPENDITURE CATEGORIES | MONTHLY EXPENSE | MDC | ODC |
|---------------------------------|------------------------|-------------------|-------------------|
| Accounting Fees | | | |
| Depreciation | | | |
| Drive SMART Marketing | | | |
| Dues and Subscriptions | | | |
| Events and Expo's | | | |
| Food and Entertainment | \$312.20 | | |
| Gifts | | | |
| Health Insurance Reimbursement | \$449.00 | | |
| I-14 Initiative | | | |
| In Kind Contributions | | | |
| In Kind Marketing Expense | | | |
| Insurance | | | |
| Lodging-Delegation | | | |
| MOTRAN Marketing | \$70.00 | \$35.00 | \$35.00 |
| Other Marketing | | | |
| Misc. Expense | | | |
| Office Lease | \$2,655.00 | | |
| Office Supplies | \$690.12 | | |
| Payroll Salaries | \$10,664.00 | \$5,332.00 | \$5,332.00 |
| Payroll Taxes | \$795.60 | \$397.80 | \$397.80 |
| Payroll Service Fee | \$116.71 | | |
| Postage | | | |
| Professional Services | | | |
| Program Supplies | \$394.96 | | |
| Travel | \$78.59 | \$39.29 | \$39.29 |
| Utilities: Telephone & Internet | \$252.97 | | |
| Rail District Contribution | | | |
| Previous Year Remittance to MDC | \$344.31 | | |
| Previous Year Remittance to ODC | \$344.31 | | |
| TOTAL EXPENSES | \$17,167.77 | \$5,804.09 | \$5,804.09 |

MOTRAN ALLIANCE, INC.
October 2017/City EDC Funding Breakdown

| | <u>Budget</u> <u>FY2016-17</u> | <u>Current</u> <u>Month</u> | <u>YTD Amount</u> | <u>Remaining</u> <u>Balance</u> | <u>Percent</u> <u>Remaining</u> |
|---------------------------|-----------------------------------|--------------------------------|--------------------|------------------------------------|------------------------------------|
| Revenue | | | | | |
| Founding Members Dues | \$20,000.00 | \$417.00 | \$417.00 | \$19,583.00 | 98% |
| Member Dues | \$47,000.00 | | | \$47,000.00 | 100% |
| Midland Development Corp | \$90,000.00 | | | \$90,000.00 | 100% |
| Odessa Development Corp | \$90,000.00 | \$22,500.00 | \$22,500.00 | \$67,500.00 | 75% |
| Interest Income | \$100.00 | \$34.68 | \$34.68 | \$65.32 | 65% |
| Misc. Income | \$18,000.00 | | | \$18,000.00 | 100% |
| Total Revenues | \$265,100.00 | \$22,951.68 | \$22,951.68 | \$242,148.32 | 91% |
| Expenditures | | | | | |
| Drive Smart Marketing | | | | | |
| Dues & Subscriptions | | | | | |
| Events | | | | | |
| Food & Entertainment | | | | | |
| Gifts | | | | | |
| Health Ins. Reimbursement | | | | | |
| Insurance | | | | | |
| I-14 Initiative | \$1,500.00 | | \$0.00 | \$1,500.00 | 100% |
| Miscellaneous Expenses | | | | | |
| Office Lease | | | | | |
| Office Supplies | | | | | |
| Payroll-Salaries | \$68,000.00 | \$5,332.00 | \$5,332.00 | \$62,668.00 | 92% |
| Payroll-Service Fee | | | | | |
| Payroll Taxes | \$5,000.00 | \$397.80 | \$397.80 | \$4,602.20 | 92% |
| 401 K Plan | | | | | |
| Postage | | | | | |
| Marketing | \$5,000.00 | \$35.00 | \$35.00 | \$4,965.00 | 99% |
| Program Supplies | | | | | |
| Telephone | | | | | |
| Travel Expenses | \$5,000.00 | \$39.29 | \$39.29 | \$4,960.71 | 99% |
| Professional Services | \$5,500.00 | | \$0.00 | \$5,500.00 | 100% |
| TOTAL EXPENSES | \$90,000.00 | \$5,804.09 | \$5,804.09 | \$84,195.91 | 94% |

ADDRESSING

CRITICAL

INFRASTRUCTURE



You Are Invited to our
**Annual Meeting
& 20th Anniversary
Luncheon Celebration**

Wednesday, December 6, 2017 - 11:45am
Permian Basin Petroleum Museum - 1500 I-20 West, Midland, Texas

With Special Guest Speaker

Dr. Tedd Mitchell, MD

President, Texas Tech University Health Sciences Center
On the Economic Impact of TTUHSC in the Permian Basin

RSVP NOW!

Email: James@motran.org OR Phone: (432) 563-6240



Odessa Chamber of Commerce

Economic Development

Services for the Odessa Development Corporation

November 2017

PROJECTS

2007-01 Summit

- Summit representatives along with a Chinese delegation visited Odessa and signed an agreement to move forward with the Summit-Clean Energy Project
- Representatives requested an extension on their contract in December 2016 which was approved by ODC, City Council and Grow Odessa
- Company gave the Board a written update in June 2017 (6 Months from extension) and is working to present to ODC sometime in July.
- Company has ended the project for Odessa due to the lack of DOE support
- Representation retained for Odessa interests

2016-04 Golden

- ODC approved incentives package for Glazer Beer and Beverage company at the May Board meeting
- Project is scheduled to be presented to City Council in June 2017
- City Council approved ODC incentive at the June 27, 2017
- Mineral owners released property, closed August 17, 2017
- Groundbreaking scheduled for December 04, 2017

2017-04

- Midland plumbing supply company looking to place a new distribution center in Odessa
- Ongoing discussions with company
- Exploring sites in Odessa
- Company representatives to narrow description and parameters for the project in Odessa
- Company has decided to explore lease options in Odessa, will continue discussion

2017-09

- Steel fastener manufacturer company seeking a 60K SF building with a build to suit option, creating 60 jobs and a \$500,000 capital investment
- No Update

2017-10

- Investors are interested in building a diesel refinery location in Odessa; This is a 50-million-dollar investment project that requires 40 acres of land. This will create 40-50 jobs during the building process and will sustain 10 jobs after (due to automation). This project has permits in place with TCEQ and EPA clearance

2017-11

- This greenhouse project requires 15-20 acres, will create 20-50 jobs and \$1 million annual payroll. They will run lights 20 hours a day, high water volume; 1 million gallons the first week and 25K gallons per week after that. They will treat their own water on sight and need natural gas

2017-12

- This solar panel project is seeking property in Ector County, will create 100 jobs during construction and sustain several local jobs for the operating life of the plant. This is a \$50 million capital investment to create 50 megawatts of solar capacity for the region

OHCC- PROJECTS

- No current projects to report at this time

OHCC- Applications

- Economic Development Department has No current application from the Hispanic Chamber of Commerce.

Odessa Partnership

- September meeting conducted, Next scheduled meeting scheduled for January 2018

Business Retention & Expansion

- ✓ Completed 4 visits to local industries in November

SERVICES AND OTHER ACTIVITIES

- ✓ Ingham Economic Index September Reports sent out via Mailchimp list
- ✓ Odessa Development News/Economic Indicators sent out via Mailchimp to 2,200 subscribers
- ✓ Updated demographic information in prospect folders (tax rate, major employers, employment by industry)
- ✓ Submitted information to pipe company in search of a 30K sf building, (10K office and the balance in shop space), capable of handling pipe 65" in diameter
- ✓ Submitted major employers lists to Millis Transfer a truck load carrier company
- ✓ Submitted major employers list to Texas Tech student for research
- ✓ Emailed Quick books training seminar for SBDC
- ✓ Certificate of Origin – (2)

Partner Visits

| | |
|---|--|
| Odessa College Honors Luncheon | Staff attended luncheon honoring Willie Taylor |
| FBI | Managing legal and business risks that result from international trade and foreign operations |
| Fab Tech Show | Attended show in Chicago, Illinois |
| Down Town Odessa Inc. | Monthly meeting with DT Director, Sondra Eoff and affiliates |
| I-14 Route | Traveled to Austin with James Beauchamp in support of I-14 |
| Leadership | Staff participating in Leadership Odessa program |
| Summit | Retained council in Washington State to represent Odessa's interests in Summit Bankruptcy |
| MI- Raymond Chavez | Lunch meeting with Lunch with Filiberto Gonzales, Tim Edgmon, Raymond Chavez and Barbara Graff |
| Chmura Economics Jobs EQ Demo with Odessa Development Corporation | Phone conference to learn more information on database |
| Texas Economic Development Council | Attended TEDC Board Retreat |
| Basic Economic Development Course | Staff attended training in Austin |

Services for the Odessa
Development Corporation

Odessa Chamber of Commerce



November 2017 ODC Activity Report

Company Hawkeye

- A Chihuahua Mexico Beer Brewery
- Meet with Corporate Officials in Monterrey on possibility of having a distribution center in Odessa.
- Meeting went extremely well and all focus was on logistics. Odessa fits well with their plan. Which is to go from Chihuahua to Odessa and possibly beyond.
- The Brewery is located just outside of Chihuahua City (best water) and at this time its 90% complete. By next ODC meeting, hopefully we will have pictures to show progress.
- Because the nature of project (distribution) which involves 3 different countries.
 1. Brewery in Chihuahua, corporate in Monterrey.
 2. Sales in USA with Distribution.
 3. Parent company in Europe.
- Talks began between Hawkeye Mexico and Hawkeye USA
- We will be kept inform the corporate in Monterrey.

Grupo Puffing

- Met with local, state and private sector officials on the possibilities of doing partnership projects. Requesting meeting was Chihuahua Secretary of Economics and Energy sector.
- Meeting went well, discussion all potential avenues and requirements needed for Oil and Gas Globally. This was lengthy because most of the manufacturers do not know much about our industry.
- Juarez Economic group created a cluster, consisting of 15 companies on the manufacturing side. We visited 4 facilities and they are impressive, most of them manufacture products for automobile and transportation. Most facilities have at least 4-5 Engineers on staff. The machinery they use is most current in the market.
- Most of the products are made out of plastic, stainless steel and steel.
- They have since come to Odessa and we took them through some sites that are currently doing business with Mexico.
- They took samples of some products to make prototype for customers.

- Note: State Officials presently have extended their help to move certifications at a fast pace. It takes 6-12 months and most of that is waiting.

Round Table Discussion

- Had a round table discussion with the following:
 1. City of Odessa
 2. ECISD
 3. MCH
 4. PBWFDB
 5. UTPB
 6. City of Chihuahua
- Discussion went well, passing of information back and forth was good. What is the outcome? Chihuahua thru its Mayor
 1. Agreed to work with ECISD on recruitment of teachers, work with Mexico Government and Texas Officials. To allow University in Chihuahua to get teachers certified with one private university paying the cost.
 2. Agreed to work with their officials on Visa's not only for teachers but also for medical and workforce.
 3. Chihuahua has 15 Universities private and public. Several are English based curriculum (so language should not be a problem).
 4. Encourage the Schools of Technology to prepare students for jobs here.
 5. On the Medical they have programs for RN's, LVN'S, PA, and Interns. Most are 4yr programs including the nursing program.

Project Laredo

- We have agreed to continuing to talk over the Global Distribution Center
- The positive thing is that there is a lot of movement going on.
- Odessa seems to be the site of interest.

Project Peacock

- It's been brought back to live. Local company wants containers, equipment with or without trucks.
- Wants specialty equipment for their service.

Project Hound, Bull and Parrot

- All are requesting poly pipe. Note: with Houston partially shut down on polymer it has created a demand in poly pipe.

Project Crow and Peacock

- Started their project to manufacture products for well service rigs.
- Visited facility here and will visit facility in Chihuahua to see progress.

New Project Future

- Customer wants 100 acres fronting Interstate 20.
- Facility will be a distribution center for companies out of Chihuahua.
- They want to display their wares.

Note: Plastics seem to be dominant product now.

- Plastic Injection (high)
- Plastic Molding (high)
- PVC piping all grades (high)
- Poly Pipe all types and sizes (high)
- Chemical Tanks (?)

ITEM

2

Budget Committee

(8 member board)

Members with Expiring Terms

(Members whose three terms have expired and a new appointment is needed)

T. Jack Bain (partial term 1-1-18 to 12-31-18)

Ron Kirby (partial term 1-1-18 to 12-31-18)

(Members whose term has expired and a new appointment is needed (1-1-18 to 12-31-19))

Terry Lynn Louvin

Stacey L. Gerig

Sean M. Cahill

Don Bonifay

(Members whose term has expired and a new appointment is needed)

Christi Brown (partial term 1-1-18 to 12-31-18)

1. It is necessary to appoint some as partial terms and some as full terms to maintain alternate year appointments.

EXHIBIT "A"

BYLAWS OF
ODESSA DEVELOPMENT
CORPORATION

ARTICLE II
BOARD OF DIRECTORS

EXHIBIT "A"

Section 2.8 **Other Committees.** The Board shall appoint a compliance committee and may appoint certain other committees, all in an advisory capacity to the Board. The following committees are specifically described as well as specific rules applicable to such committees.

EXHIBIT "A"

a. Compliance Committee - This committee shall be responsible for reviewing the qualifications of all applicants as well as their proposals and also reviewing all agreements between the corporation and any beneficiary to make sure of compliance with its bylaws, except as otherwise hereafter provided. Policies should be in place to provide for the compliance committee to make recommendations to the ODC Board regarding eligibility, required number of jobs, payroll, investment, economic development incentives, economic impact on the community, financial ability of the applicant and feasibility of applicant's business plan. There should be written policies or guidelines in place to give direction to the Economic Development Department of the Chamber of Commerce ("EDD") and to provide procedures for processing applications. The policies shall be prepared by the committee and submitted to the Board for final approval. The policies shall be reviewed by the committee on an annual basis. A majority of the committee members shall have experience in commercial banking, lending, accounting, insurance or law. This committee shall be comprised of people who would be willing to volunteer their time in an advisory capacity to the Board. Applicants for Downtown Odessa, Inc. façade and infrastructure grants that have received a recommendation from the Downtown Odessa, Inc. Design Committee shall not be required to obtain a recommendation from the Compliance Committee.

b. Budget, Finance and Audit Committee - This committee, if appointed, would have the responsibility of working with the Board in the formation and promotion of the annual budget of the corporation. This committee would also monitor all budget expenditures and investments of the corporation.

c. Committee for Business Retention and Expansion - This committee, if appointed, would work with the directors of the corporation to keep them informed of all development and activities concerning business retention and expansion.

d. Committee for New Business Attraction and Recruitment - This committee, if appointed, would work with the corporation's Board and keep them informed of all developments and activities concerning business attraction and recruitment.

e. It is important that all committee members be actively involved in the affairs of their committee and that their attendance at committee meetings be excellent. They should also be available for special meetings if necessary and receptive to any other form of communication. The following rules shall apply to all committees:

- (i) If a member misses more than three consecutive called meetings without an excuse, , the Board may dismiss that member by appointing a new member for that position.
- (ii) The City Secretary shall draw lots for all of the existing committee members so that one-half shall draw two-year terms and one-half shall draw one-year terms. After such initial term, all members shall serve two-year terms.
- (iii) Committee members are restricted to no more than three consecutive terms. Time served prior to the initial term described above shall not be considered in the application of this restriction.
- (iv) The chairmen shall be appointed by the committees for a one-year term. The existing chairmen shall continue to serve for the first one-year term.

EXHIBIT "A"

- (v) Committee members shall continue to serve until their successor is appointed unless they resign or unless removed by the Board. A person appointed to continue a term shall serve until that term is completed and is eligible for reappointment. Time served in a partial term shall not be counted when interpreting the two-term restriction.
- (vi) A term is assigned to each committee member for the purpose of determining when the appointment should be reconsidered and not to confer any official status to the committee member. All committee members are at-will and their services are advisory to the ODC Board.
- (vii) Ten members shall be appointed by the ODC Board to the Compliance Committee and a quorum shall be four. Eight members shall be appointed by the ODC Board to the Budget, Finance and Audit Committee and a quorum shall be four. Any other standing committee, shall consist of at least five appointed members and a quorum shall consist of one-half of its members.
- (viii) The Compliance Committee shall also include three non-voting ex-officio members that shall include one representative from the Black Chamber of Commerce, Odessa Chamber of Commerce and Odessa Hispanic Chamber of Commerce, as appointed by each entity.

ITEM

3

Compliance Committee

(10 member board)

Members with Expiring Terms

(Members whose three terms have expired and a new appointment is needed for (1-1-18 to 12-31-19)

Jeffrey C. Allbright

(Members whose term has expired and a new appointment is needed for (1-1-18 to 12-31-19)

Jose Mendez

Clayton Kenworthy

Chris Cole

Maribea Merritt

EXHIBIT "A"

BYLAWS OF
ODESSA DEVELOPMENT
CORPORATION

ARTICLE II
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EXHIBIT "A"

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- (viii) The Compliance Committee shall also include three non-voting ex-officio members that shall include one representative from the Black Chamber of Commerce, Odessa Chamber of Commerce and Odessa Hispanic Chamber of Commerce, as appointed by each entity.

ITEM

4

RESOLUTION NO. ODC-2017R-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ODESSA DEVELOPMENT CORPORATION, APPROVING THE DOWNTOWN BUILDING FAÇADE ECONOMIC DEVELOPMENT AGREEMENT WITH GRANT STREET BAR AND GRILL, LLC; APPROVING THE FINDINGS OF FACT; AUTHORIZING THE PRESIDENT OF ODESSA DEVELOPMENT CORPORATION TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the attached Building Façade Agreement meets the promotional provisions of the ODC Guidelines and state law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ODESSA DEVELOPMENT CORPORATION:

Section 1. That the statements of fact in the Preamble are found to be true and correct and are approved as findings of the Board.

Section 2. That the Downtown Building Façade Economic Development Agreement with Grant Street Bar and Grill, LLC, attached hereto as Exhibit "A", is approved and authorized for execution.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of December, A.D., 2017, by the following vote:

| | |
|---------------------|-------|
| Gene Collins | _____ |
| Melanie Hollmann | _____ |
| Betsy Triplett-Hurt | _____ |
| Charles Carlson | _____ |
| Tim Edgmon | _____ |

Approved the 14th day of December, A.D., 2017.

Charles Carlson, President

ATTEST:

Norma Aguilar-Grimaldo, Assistant Secretary

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF ECTOR §

DOWNTOWN BUILDING FAÇADE
ECONOMIC DEVELOPMENT AGREEMENT
ODESSA DEVELOPMENT CORPORATION
(GRANT)

THIS AGREEMENT is entered into by and between the ODESSA DEVELOPMENT CORPORATION ("ODC"), a Texas non-profit corporation, whose address is 411 West 8th Street, P.O. Box 4398, Odessa, Texas, 79760, and Grant Street Bar and Grill, LLC, ("Company"), whose current address is 512 N. Grant Ave, Odessa, Texas, 79761.

I.
Background

- 1.1 **Purpose:** ODC is a tax-supported non-profit corporation whose primary income is from sales tax collected within the City of Odessa and dedicated exclusively to economic development. The sales tax supporting ODC is authorized as a local option under the Development Corporation Act, Chapters 501 through 505 of the Texas Local Government Code (the "Act"), and was enacted by the voters of Odessa in November, 1997. ODC exists for the primary and public purpose of developing, stabilizing, diversifying and expanding the Odessa economy through the construction of necessary infrastructure, the investment in site facilities and retention, expansion and recruitment of employment opportunities in order to benefit citizens of Odessa and the surrounding area.
- 1.2 **Project:** Based on the expressed purpose, Company satisfies the requirements of the Act which includes Section 504.105, for promotional purposes, and the façade improvements at 512 N. Grant Avenue (address), ORIGINAL TOWN Block 33 Lot 18 Less Part & N Part of Lot 19 (legal description) ("Property") will enhance the appearance of a building and demonstrate the renewed viability of the Odessa Downtown area, which in turn will develop new and expanded business in the area.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, it is agreed as follows:

II.
Economic Benefits To the Citizens of Odessa

- 2.1 **Conditions:** Company agrees to the following conditions of the grant:
 - .1 To improve the façade of the Property as described in Exhibit "A", a building of exceptional size located on more than two lots, at a cost of at least \$25,000 within twelve (12) months of the effective date of the Agreement.
 - .2 To comply with all city ordinances and laws in the construction of the façade improvements.

- .3 All of the façade improvements shall be eligible as required by the ODC Building Façade Program.
 - .4 Company shall be current on payment of all ad valorem taxes due and owing by it to the City of Odessa and all other taxing authorities having jurisdiction during the term of this agreement.
 - .5 Company shall obtain and maintain all necessary rights, licenses and permits required by law.
 - .6 The construction of the façade improvements must be completed on or before twelve (12) months after approval by the City Council.
- 2.2 **Term:** This Agreement becomes effective upon execution of this Agreement by all of the parties and approval by ODC and the City Council of the City of Odessa, Texas (the "Effective Date"), and shall be for a term of twelve (12) months. The Agreement may be terminated by mutual agreement of the parties, or when terminated as hereinafter provided.
 - 2.3 **Law:** The parties are aware of statutory limitations on this grant and the use of funds under the Act, and acknowledge that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.
 - 2.4 **Insurance:** Company shall at its sole expense obtain and maintain property insurance to protect the Property from "All Risks" of direct physical loss or damage for the entire term of this Agreement. Company shall provide a certificate of such insurance to ODC within 30 days of the Effective date of the Agreement and prior to payment by ODC.

III.

Economic Incentives for Development

- 3.1 **Incentives:** ODC shall provide the following incentive, in the designated amount, after Company shows compliance with the conditions set forth herein.

A grant to reimburse Company for eighty percent (80%) of the actual cost of the façade improvements on site, and listed in Exhibit "A", but not to exceed a total grant of \$20,000.
- 3.2 **Documents:** Prior to any payment by City, Company shall deliver to City the following documents: (1) an executed copy of this Agreement; (2) documents sufficient to show that the Company is authorized to approve the Agreement and the officer signing for the Company is authorized to do so; (3) any required insurance certificate or policy; (4) documents showing compliance with the conditions set forth in this agreement, including invoices for eligible work completed after the final approval of this Agreement by the City Council of the City of Odessa; and (5) written invoice for payment of grant and a current W-9 form.
- 3.3 **Inspection:** Prior to any payment by ODC, a physical inspection must be completed to verify completion of all repairs.

- 3.4 **Payment Schedule:** The incentives shall be paid by ODC to Company, on receipt of the required documents in Sections 3.2 and 4.4 and City's confirmation of eligibility.

IV.
Special Conditions

- 4.1 **Covenants:** Company makes the following covenants to ODC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which shall constitute an event of default, ODC may terminate this Agreement, at its sole discretion; and in the event of such termination, if any consideration has been paid to or on behalf of Company, and not earned, Company must reimburse ODC for such consideration:

- .1 Company is a legal entity duly organized and existing in good standing and is duly authorized to do business in the State of Texas.
- .2 The execution of this Agreement has been duly authorized by its individual owner or by its board of directors or an officer of the Company empowered to execute such agreements and bind the Company, and is not in contravention of any law, rule or regulations or of the provisions of Company's articles of incorporation or by-laws, or of any agreement or instrument to which Company is a party or by which it may be bound.
- .3 No material litigation or governmental proceeding is pending, or, to the knowledge of any of Company's officers, threatened against or affecting Company.
- .4 No certificate or statement delivered by Company to ODC in connection herewith, or in connection with any transaction contemplated hereby, contains any knowingly untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading.
- .5 There are no bankruptcy proceedings or other such proceedings currently pending or contemplated by Company.

- 4.2 **Suspension:** ODC, under the following circumstances, at its sole discretion, may suspend its obligations under this Agreement, may terminate this Agreement under the following conditions:

- .1 The insolvency of Company. "Insolvent" is defined to mean Company either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- .2 The appointment of a receiver of Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- .3 The adjudication of Company as a bankrupt.

- .4 The filing by Company of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- 4.3 **Additional Covenants:** If Company should fail to comply with the terms and conditions of this agreement, the breach of any one of which shall constitute an event of default, and fail to cure such violation within fifteen (15) days of written notice, ODC may terminate this Agreement.
- 4.4 **Payments:** Company agrees that ODC will only be required to pay funds from moneys currently collected and budgeted by means of the economic development sales tax; and in the event that there are not sufficient funds for purposes of this Agreement, then the funding for this Agreement shall not be offset or charged against any other funds of ODC or City. Payments to be made to Company shall also require a written request and completion of all necessary supporting documentation including a signed W-9 tax identification form. ODC shall have thirty days to make payment after receipt of such payment request and necessary supporting documentation and City's confirmation of eligibility. The payment request and documentation shall be directed to City Attorney, City of Odessa, 411 W. 8th Street, P.O. Box 4398, Odessa, Texas 79760.

V.

General Terms

- 5.1 **Entire Agreement:** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.
- 5.2 **Legal Relationships:** No term or provision of this Agreement or act of Company in the performance of this Agreement shall be construed as making Company, or its employees, the agent, servant, employee or contractor of City or ODC. The City's approval of the Agreement is required by the ODC Articles of Incorporation and Bylaws. The City is a third party beneficiary and not a direct party to the Agreement.
- 5.3 **Indemnity:** *Company shall indemnify and hold harmless ODC, City and Downtown Odessa, Inc., their respective officers, employees, and agents from any and all claims, liabilities, losses, damages and expenses arising out of or in any manner connected with this Agreement, but only to the extent resulting from or caused by the negligence, gross negligence, willful or intentional act or omission of the Company, its officers, employees and agents, and including all expenses, attorney's fees and court costs which may be reasonably incurred by the City, ODC or Downtown Odessa, Inc. in litigation or in resisting any such claims or such causes of action.*
- 5.4 **Termination:** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within fifteen (15) days after written notice from the other party. The termination of this Agreement shall extinguish all rights, duties, obligations and

liabilities of the ODC and Company under this Agreement, except all rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination.

- 5.5 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 5.6 **Venue:** The obligations of the parties to this Agreement are performable in the City of Odessa, which is located primarily in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.
- 5.7 **Legal Construction:** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. There shall not be a higher duty or responsibility for any party because they draft the Agreement.
- 5.8 **Law:** This Agreement is subject to all legal requirements in the City Charter, the Code of Ordinances and all other applicable state and federal laws, and Company agrees that it promptly will comply with all such applicable laws, regulations, orders and rules of the State, City and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Federal and State law shall prevail over local law or regulations.
- 5.9 **Assignment:** This Agreement may only be assigned with the mutual consent of both parties. The Agreement may not be assigned to an entity that is exempt from ad valorem property taxes. In the event that the assignment by Company is to an entity that is exempt from ad valorem property taxes or not approved by ODC and City of Odessa, the total grant amount shall be repaid by Company to ODC within 60 days and Section 3.4 regarding incentives earned shall not be applicable.
- 5.10 **Representation:** Company represents that no ODC board member, City officer, or employee, has been compensated in any way with respect to this Agreement and its consideration. In no event will Company pay a fee to or in any other manner compensate any ODC board member, City officer, or employee, in connection with the approval of this Agreement. A breach under this Article shall result in automatic termination under this Agreement by Company.
- 5.11 **Notices:** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party. All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.
- 5.12 **Other Contracts:** It is understood by Company that the ODC has heretofore entered, and may hereafter enter into contracts with other companies or persons upon terms and conditions different from the terms and conditions of this contract, and Company has no objection whatsoever to any such other contracts.

- 5.13 **City of Odessa:** The words "City" or "City of Odessa" shall mean both the area that is within the City limits of the City of Odessa and in its extraterritorial jurisdiction and any area that ODC would determine is beneficial to the City on a project by project basis.
- 5.14 **Benefit and Binding Effect:** This Agreement is subject to the approval of the City Council of Odessa, Ector County, Texas, and shall not be effective until the City Council's approval is received. In the event the property where the project is to be located is outside the city limits, it shall also require the approval of Ector or Midland County Commissioners' Court to be effective.
- 5.15 **Settlements:** In the event difficulties occur in the performance of an economic development agreement (which do not rise to the level of substantially altering the contract), which may require the consideration of settlement proposals, the ODC Board, at a regular ODC board meeting, can approve such settlement agreements by written agreement without City Council action.
- 5.16 **Contra Proferentem:** It is agreed that the Doctrine of Contra Proferentem, the doctrine whereby an ambiguous contract will be interpreted against its author, shall not apply in the interpretation of this contract.

VI.

Chapter 2264, Texas Government Code

- 6.1 **Purpose:** The purpose of this Article is to comply with H.B. 1196 (Chapter 2264, Texas Government Code) adopted in the 2007 Legislative Session by the State of Texas. The terms used are as defined in the statute.
- 6.2 **Conditions:** Company agrees to the following conditions:
- .1 Company certifies that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not: (A) lawfully admitted for permanent residence to the United States; or (B) authorized under law to be employed in that manner in the United States.
 - .2 Company agrees that ODC is an "economic development corporation" as defined in the statute and the benefit or assistance provided to Company is a "public subsidy" as defined in the statute.
 - .3 If after receiving the public subsidy, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy with interest, not later than the 120th day after the date ODC notifies the Company of the violation. Interest shall begin to accrue on the day that the Company is given notice of the violation at a rate of one percent (1%) per month. Interest stops accruing on the date the Company mails or electronically transmits payment.
 - .4 ODC may bring a civil action to recover any amounts owed to ODC under this Article and Chapter 2264, court costs and attorney fees.

.5 Company is not liable for a violation of this Article and Chapter 2264 by a subsidiary, affiliate, or franchise of the Company, or by a person with whom the Company contracts.

Executed this the _____ day of _____, 20 ____.

ATTEST:

"ODC"
ODESSA DEVELOPMENT
CORPORATION

Norma Aguilar-Grimaldo, Assistant Secretary

By: _____
Charles Carlson, Board President

"COMPANY"
GRANT STREET BAR & GRILL, LLC

By: 

Joel Cazares, Owner

ATTEST:

FOR APPROVAL ONLY:
"CITY"
CITY OF ODESSA

Norma Aguilar-Grimaldo, City Secretary

By: _____
Michael Marrero, Interim City Manager

APPROVED AS TO FORM:

Larry Long, City Attorney

(ODC)

STATE OF TEXAS §
COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared Charles Carlson, Board President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the said Odessa Development Corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, A.D., 20____.

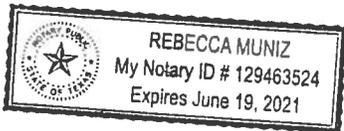
Notary Public in and for the State of Texas

(COMPANY)

STATE OF TEXAS §
COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared Joel Cazares, known to me (or proved to me on the oath of _____ or through drivers license [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the said corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 7th day of December, A.D., 2017.



Rebecca G. Muniz
Notary Public in and for the State of Texas

FACADE - BUSINESS INVESTMENT

Donwntown Odessa Facade Improvement Program

Company Name: Grant Street Bar and Grill

Company Address: 512 N Grant Avenue., Odessa, Texas 79761

Owner Name: Joel Cazares

| BUSINESS INVESTMENT | | |
|--|---|--------------------|
| INVESTMENT | EXPLANATION OF WORK | COST ESTIMATE |
| Demo | Demolition of existing façade, dumpster | \$2,000.00 |
| Labor | Labor and Supervision | \$2,925.00 |
| Permits | Permits | \$75.00 |
| BUSINESS INVESTMENT SUBTOTAL: | | \$5,000.00 |
| FACADE INVESTMENT | | |
| CODE IMPROVEMENT | EXPLANATION OF WORK | COST ESTIMATE |
| Windows | Wood framing and Windows | \$775.00 |
| Door | Reface Door | \$850.00 |
| Insulation | Insulate around windows | \$250.00 |
| Sheetrock | Install sheetrock | \$200.00 |
| Swinging Doors | Install Swinging Doors | \$350.00 |
| Awning | Awning braces and metal studs | \$650.00 |
| Stone | Stone for lower half of façade, columns and stone labor | \$2,000.00 |
| Electrical | Electrical and Lights | \$650.00 |
| Stucco Work | Stucco | \$3,200.00 |
| Paint | Awning and new walls | \$1,250.00 |
| Texture | Tape, bed and texture | \$750.00 |
| Welding | Welding | \$450.00 |
| Lap and Gap | Lap and Gap | \$600.00 |
| Misc | Miscellaneous materials | \$750.00 |
| Coping Cap | New coping and cap | \$250.00 |
| Labor | Labor and Supervision | \$7,025.00 |
| FACADE INVESTMENT SUBTOTAL (MAXIMUM BENEFIT REQUEST): | | \$20,000.00 |
| TOTAL BUSINESS/PROPERTY INVESTMENT: | | \$25,000.00 |

ITEM

5

RESOLUTION NO. ODC-2017R-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ODESSA DEVELOPMENT CORPORATION, APPROVING THE DOWNTOWN BUILDING FAÇADE ECONOMIC DEVELOPMENT AGREEMENT WITH MELINDA GARRIGA FOR THE GRANT BUILDING; APPROVING THE FINDINGS OF FACT; AUTHORIZING THE PRESIDENT OF ODESSA DEVELOPMENT CORPORATION TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the attached Building Façade Agreement meets the promotional provisions of the ODC Guidelines and state law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ODESSA DEVELOPMENT CORPORATION:

Section 1. That the statements of fact in the Preamble are found to be true and correct and are approved as findings of the Board.

Section 2. That the Downtown Building Façade Economic Development Agreement with Melinda Garriga for the Grant Building, attached hereto as Exhibit "A", is approved and authorized for execution.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of December, A.D., 2017, by the following vote:

| | |
|---------------------|-------|
| Gene Collins | _____ |
| Melanie Hollmann | _____ |
| Betsy Triplett-Hurt | _____ |
| Charles Carlson | _____ |
| Tim Edgmon | _____ |

Approved the 14th day of December, A.D., 2017.

Charles Carlson, President

ATTEST:

Norma Aguilar-Grimaldo, Assistant Secretary

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF ECTOR §

DOWNTOWN BUILDING FAÇADE
ECONOMIC DEVELOPMENT AGREEMENT
ODESSA DEVELOPMENT CORPORATION
(GRANT)

THIS AGREEMENT is entered into by and between the ODESSA DEVELOPMENT CORPORATION ("ODC"), a Texas non-profit corporation, whose address is 411 West 8th Street, P.O. Box 4398, Odessa, Texas 79760, and Melinda Garriga ("Owner"), for the Grant Building at 307 N. Grant Ave, Odessa, Texas 79761.

I.

Background

- 1.1 **Purpose:** ODC is a tax-supported non-profit corporation whose primary income is from sales tax collected within the City of Odessa and dedicated exclusively to economic development. The sales tax supporting ODC is authorized as a local option under the Development Corporation Act, Chapters 501 through 505 of the Texas Local Government Code (the "Act"), and was enacted by the voters of Odessa in November, 1997. ODC exists for the primary and public purpose of developing, stabilizing, diversifying and expanding the Odessa economy through the construction of necessary infrastructure, the investment in site facilities and retention, expansion and recruitment of employment opportunities in order to benefit citizens of Odessa and the surrounding area.
- 1.2 **Project:** Based on the expressed purpose, Owner satisfies the requirements of the Act which includes Section 504.105, for promotional purposes, and the façade improvements at 307 N. Grant Avenue (address), ORIGINAL TOWN Block 26 Lot 4 (legal description) ("Property") will enhance the appearance of a building and demonstrate the renewed viability of the Odessa Downtown area, which in turn will develop new and expanded business in the area.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, it is agreed as follows:

II.

Economic Benefits To the Citizens of Odessa

- 2.1 **Conditions:** Owner agrees to the following conditions of the grant:
- .1 To improve the façade of the Property as described in Exhibit "A", a building of exceptional size located on more than two lots, at a cost of at least \$25,000 within twelve (12) months of the effective date of the Agreement.
 - .2 To comply with all city ordinances and laws in the construction of the façade improvements.

- .3 All of the façade improvements shall be eligible as required by the ODC Building Façade Program.
 - .4 Owner shall be current on payment of all ad valorem taxes due and owing by it to the City of Odessa and all other taxing authorities having jurisdiction during the term of this agreement.
 - .5 Owner shall obtain and maintain all necessary rights, licenses and permits required by law.
 - .6 The construction of the façade improvements must be completed on or before twelve (12) months after approval by the City Council.
- 2.2 **Term:** This Agreement becomes effective upon execution of this Agreement by all of the parties and approval by ODC and the City Council of the City of Odessa, Texas (the "Effective Date"), and shall be for a term of twelve (12) months. The Agreement may be terminated by mutual agreement of the parties, or when terminated as hereinafter provided.
 - 2.3 **Law:** The parties are aware of statutory limitations on this grant and the use of funds under the Act, and acknowledge that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.
 - 2.4 **Insurance:** Owner shall at its sole expense obtain and maintain property insurance to protect the Property from "All Risks" of direct physical loss or damage for the entire term of this Agreement. Owner shall provide a certificate of such insurance to ODC within 30 days of the Effective date of the Agreement and prior to payment by ODC.

III.

Economic Incentives for Development

- 3.1 **Incentives:** ODC shall provide the following incentive, in the designated amount, after Owner shows compliance with the conditions set forth herein.

A grant to reimburse Owner for eighty percent (80%) of the actual cost of the façade improvements on site, and listed in Exhibit "A", but not to exceed a total grant of \$20,000.
- 3.2 **Documents:** Prior to any payment by City, Owner shall deliver to City the following documents: (1) an executed copy of this Agreement; (2) documents sufficient to show that the Owner is authorized to approve the Agreement and the officer signing for the Owner is authorized to do so; (3) any required insurance certificate or policy; (4) documents showing compliance with the conditions set forth in this agreement, including invoices for eligible work completed after the final approval of this Agreement by the City Council of the City of Odessa; and (5) written invoice for payment of grant and a current W-9 form.
- 3.3 **Inspection:** Prior to any payment by ODC, a physical inspection must be completed to verify completion of all repairs.

- 3.4 **Payment Schedule:** The incentives shall be paid by ODC to Owner, on receipt of the required documents in Sections 3.2 and 4.4 and City's confirmation of eligibility.

IV.
Special Conditions

- 4.1 **Covenants:** Owner makes the following covenants to ODC and agrees that in the event of failure of Owner to comply with such covenants, the breach of any one of which shall constitute an event of default, ODC may terminate this Agreement, at its sole discretion; and in the event of such termination, if any consideration has been paid to or on behalf of Owner, and not earned, Owner must reimburse ODC for such consideration:

- .1 Owner is a legal entity duly organized and existing in good standing and is duly authorized to do business in the State of Texas.
- .2 The execution of this Agreement has been duly authorized by its individual owner or by its board of directors or an officer of the Owner empowered to execute such agreements and bind the Owner, and is not in contravention of any law, rule or regulations or of the provisions of Owner's articles of incorporation or by-laws, or of any agreement or instrument to which Owner is a party or by which it may be bound.
- .3 No material litigation or governmental proceeding is pending, or, to the knowledge of any of Owner's officers, threatened against or affecting Owner.
- .4 No certificate or statement delivered by Owner to ODC in connection herewith, or in connection with any transaction contemplated hereby, contains any knowingly untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading.
- .5 There are no bankruptcy proceedings or other such proceedings currently pending or contemplated by Owner.

- 4.2 **Suspension:** ODC, under the following circumstances, at its sole discretion, may suspend its obligations under this Agreement, may terminate this Agreement under the following conditions:

- .1 The insolvency of Owner. "Insolvent" is defined to mean Owner either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- .2 The appointment of a receiver of Owner, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- .3 The adjudication of Owner as a bankrupt.

- 4 The filing by Owner of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- 4.3 **Additional Covenants:** If Owner should fail to comply with the terms and conditions of this agreement, the breach of any one of which shall constitute an event of default, and fail to cure such violation within fifteen (15) days of written notice, ODC may terminate this Agreement.
- 4.4 **Payments:** Owner agrees that ODC will only be required to pay funds from moneys currently collected and budgeted by means of the economic development sales tax; and in the event that there are not sufficient funds for purposes of this Agreement, then the funding for this Agreement shall not be offset or charged against any other funds of ODC or City. Payments to be made to Owner shall also require a written request and completion of all necessary supporting documentation including a signed W-9 tax identification form. ODC shall have thirty days to make payment after receipt of such payment request and necessary supporting documentation and City's confirmation of eligibility. The payment request and documentation shall be directed to City Attorney, City of Odessa, 411 W. 8th Street, P.O. Box 4398, Odessa, Texas 79760.

V. General Terms

- 5.1 **Entire Agreement:** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.
- 5.2 **Legal Relationships:** No term or provision of this Agreement or act of Owner in the performance of this Agreement shall be construed as making Owner, or its employees, the agent, servant, employee or contractor of City or ODC. The City's approval of the Agreement is required by the ODC Articles of Incorporation and Bylaws. The City is a third party beneficiary and not a direct party to the Agreement.
- 5.3 **Indemnity:** *Owner shall indemnify and hold harmless ODC, City and Downtown Odessa, Inc., their respective officers, employees, and agents from any and all claims, liabilities, losses, damages and expenses arising out of or in any manner connected with this Agreement, but only to the extent resulting from or caused by the negligence, gross negligence, willful or intentional act or omission of the Owner, its officers, employees and agents, and including all expenses, attorney's fees and court costs which may be reasonably incurred by the City, ODC or Downtown Odessa, Inc. in litigation or in resisting any such claims or such causes of action.*
- 5.4 **Termination:** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within fifteen (15) days after written notice from the other party. The termination of this Agreement shall extinguish all rights, duties, obligations and

liabilities of the ODC and Owner under this Agreement, except all rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination.

- 5.5 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 5.6 **Venue:** The obligations of the parties to this Agreement are performable in the City of Odessa, which is located primarily in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.
- 5.7 **Legal Construction:** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. There shall not be a higher duty or responsibility for any party because they draft the Agreement.
- 5.8 **Law:** This Agreement is subject to all legal requirements in the City Charter, the Code of Ordinances and all other applicable state and federal laws, and Owner agrees that it promptly will comply with all such applicable laws, regulations, orders and rules of the State, City and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Federal and State law shall prevail over local law or regulations.
- 5.9 **Assignment:** This Agreement may only be assigned with the mutual consent of both parties. The Agreement may not be assigned to an entity that is exempt from ad valorem property taxes. In the event that the assignment by Owner is to an entity that is exempt from ad valorem property taxes or not approved by ODC and City of Odessa, the total grant amount shall be repaid by Owner to ODC within 60 days and Section 3.4 regarding incentives earned shall not be applicable.
- 5.10 **Representation:** Owner represents that no ODC board member, City officer, or employee, has been compensated in any way with respect to this Agreement and its consideration. In no event will Owner pay a fee to or in any other manner compensate any ODC board member, City officer, or employee, in connection with the approval of this Agreement. A breach under this Article shall result in automatic termination under this Agreement by Owner.
- 5.11 **Notices:** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party. All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.
- 5.12 **Other Contracts:** It is understood by Owner that the ODC has heretofore entered, and may hereafter enter into contracts with other companies or persons upon terms and conditions different from the terms and conditions of this contract, and Owner has no objection whatsoever to any such other contracts.

- 5.13 **City of Odessa:** The words "City" or "City of Odessa" shall mean both the area that is within the City limits of the City of Odessa and in its extraterritorial jurisdiction and any area that ODC would determine is beneficial to the City on a project by project basis.
- 5.14 **Benefit and Binding Effect:** This Agreement is subject to the approval of the City Council of Odessa, Ector County, Texas, and shall not be effective until the City Council's approval is received. In the event the property where the project is to be located is outside the city limits, it shall also require the approval of Ector or Midland County Commissioners' Court to be effective.
- 5.15 **Settlements:** In the event difficulties occur in the performance of an economic development agreement (which do not rise to the level of substantially altering the contract), which may require the consideration of settlement proposals, the ODC Board, at a regular ODC board meeting, can approve such settlement agreements by written agreement without City Council action.
- 5.16 **Contra Proferentem:** It is agreed that the Doctrine of Contra Proferentem, the doctrine whereby an ambiguous contract will be interpreted against its author, shall not apply in the interpretation of this contract.

VI.

Chapter 2264, Texas Government Code

- 6.1 **Purpose:** The purpose of this Article is to comply with H.B. 1196 (Chapter 2264, Texas Government Code) adopted in the 2007 Legislative Session by the State of Texas. The terms used are as defined in the statute.
- 6.2 **Conditions:** Owner agrees to the following conditions:
- .1 Owner certifies that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not: (A) lawfully admitted for permanent residence to the United States; or (B) authorized under law to be employed in that manner in the United States.
 - .2 Owner agrees that ODC is an "economic development corporation" as defined in the statute and the benefit or assistance provided to Owner is a "public subsidy" as defined in the statute.
 - .3 If after receiving the public subsidy, the Owner, or a branch, division, or department of the Owner, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner shall repay the amount of the public subsidy with interest, not later than the 120th day after the date ODC notifies the Owner of the violation. Interest shall begin to accrue on the day that the Owner is given notice of the violation at a rate of one percent (1%) per month. Interest stops accruing on the date the Owner mails or electronically transmits payment.
 - .4 ODC may bring a civil action to recover any amounts owed to ODC under this Article and Chapter 2264, court costs and attorney fees.

.5 Owner is not liable for a violation of this Article and Chapter 2264 by a subsidiary, affiliate, or franchise of the Owner, or by a person with whom the Owner contracts.

Executed this the _____ day of _____, 20____.

ATTEST:

Norma Aguilar-Grimaldo, Assistant Secretary

"ODC"
ODESSA DEVELOPMENT
CORPORATION

By: _____
Charles Carlson, Board President

"OWNER"

By: 
Melinda Garriga, Owner

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

FOR APPROVAL ONLY:
"CITY"
CITY OF ODESSA

By: _____
Michael Marrero, Interim City Manager

APPROVED AS TO FORM:

Larry Long, City Attorney

(ODC)

STATE OF TEXAS §
COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared Charles Carlson, Board President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the said Odessa Development Corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, A.D., 20____.

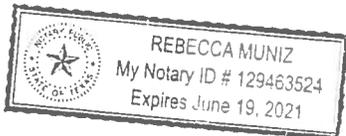
Notary Public in and for the State of Texas

(OWNER)

STATE OF TEXAS §
COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared Melinda Garriga, known to me (or proved to me on the oath of _____ or through drivers license [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the said corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 7th day of December, A.D., 2017.



Rebecca G. Muniz
Notary Public in and for the State of Texas

FACADE - BUSINESS INVESTMENT

Donwntown Odessa Facade Improvement Program

Company Name: Garriga Law Firm

Company Address: 307 N Grant Avenue., Odessa, Texas 79761

Owner Name: Melinda Garriga

| BUSINESS INVESTMENT | | |
|--|--|--------------------|
| INVESTMENT | EXPLANATION OF WORK | COST ESTIMATE |
| Removal of Old Materials | Trash removal and clean up | \$800.00 |
| Labor | Labor / Supervision | \$4,125.00 |
| Permits | Permits | \$75.00 |
| BUSINESS INVESTMENT SUBTOTAL: | | \$5,000.00 |
| FACADE INVESTMENT | | |
| CODE IMPROVEMENT | EXPLANATION OF WORK | COST ESTIMATE |
| Wainscot | Rock wainscot in front of building | \$2,500.00 |
| Windows | Replace front top window. Frame up for new window. | \$2,850.00 |
| Stucco work | Repair and stucco front | \$3,150.00 |
| Awning | Build new metal awning. Metal roof for awning and paint. | \$2,575.00 |
| Paint | Paint exterior of building | \$1,500.00 |
| Coping/cap | New coping and cap | \$200.00 |
| Insulation | Insulate wall on each side of new window | \$75.00 |
| Sheetrock | Install sheetrock | \$25.00 |
| Texture | Tape and bed and texture | \$500.00 |
| Paint | Prime and paint interior wall | \$650.00 |
| Electrical | Misc. and electrical | \$1,500.00 |
| Sand and mortar | Sand and mortar building | \$325.00 |
| Misc. material | Additional supplies | \$1,000.00 |
| Labor | Labor / Supervision | \$3,150.00 |
| FACADE INVESTMENT SUBTOTAL (MAXIMUM BENEFIT REQUEST): | | \$20,000.00 |
| TOTAL BUSINESS/PROPERTY INVESTMENT: | | \$25,000.00 |

ITEM

6

Materials for this Item will be provided at the time of the meeting.