

**PUBLIC NOTICE**  
**ODESSA DEVELOPMENT CORPORATION**  
**BOARD OF DIRECTORS MEETING**  
**City Council Chambers - City Hall, 5<sup>TH</sup> Floor**  
**411 W. 8th Street, Odessa, Texas 79761**  
**Thursday, May 9, 2019, at 2:00 p.m.**

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 as set out above to consider the following items:

1. Invocation
2. Consider Minutes of April 11, 2019
3. Contractors reports:
  - A. Economic Development Dept.-Odessa Chamber
  - B. CVA Advertising & Marketing – Bridgette Meyers
  - C. UTPB-America’s SBDC – Tyler Patton, Business Consultant
  - D. MOTRAN – James Beauchamp, President
  - E. City Administrative Support
4. Receive and vote on three pending Downtown Façade and Infrastructure Grants: Robert Carroll, ACA
  - A. Twanda-Proteus - Infrastructure
  - B. Martinez Assets Management - Infrastructure
  - C. Alaniz-Nunez – Façade and Infrastructure
5. Review and action on annual budget calendar and contract award calendar and process (including contract criteria) Robert Carroll, ACA
6. Review and possible action on next General Development Plan process Robert Carroll, ACA
7. Review and possible action on existing Matrix and adding to Matrix references to Reasonably Priced Workforce Housing projects (receive draft) Wesley Burnett
8. Discuss process and structure for moving forward with ODC Support for Reasonably Priced Workforce Housing Betsy Triplett-Hurt
9. ODC Committee and Officer reports:
  - A. Advertising Committee – Gene Collins, Ted Tuminowski
  - B. Downtown Odessa Inc. Design Committee – Gene Collins
  - C. Compliance Committee – Melanie Hollmann
  - D. Odessa Partnership – Betsy Triplett-Hurt
10. Adjourn

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, on the City of Odessa’s website [www.odessa-tx.gov](http://www.odessa-tx.gov), and on the Odessa Development Corporation’s website [www.odessatex.com](http://www.odessatex.com), this the \_\_\_\_ day of \_\_\_\_\_, 2019, 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.

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Norma Aguilar-Grimaldo, TRMC, CMC  
City Secretary

**ODESSA DEVELOPMENT CORPORATION  
CITY OF ODESSA, TEXAS  
APRIL 11, 2019**

A regular meeting of the Odessa Development Corporation (ODC) was held on April 11, 2019 at 2:00 p.m., in the Council Chambers, fifth floor, City Hall, 411 W. 8<sup>th</sup> St., Odessa, Texas.

Members present: Betsy Triplett-Hurt, Ted Tuminowski, Melanie Hollmann and Gene Collins.

Member absent: Tim Edgmon.

Others present:

City Staff: Norma Aguilar-Grimaldo, City Secretary; Atasi Bhavsar, Senior Assistant City Attorney; Natasha Brooks, Senior Assistant City Attorney; Cindy Muncy, Interim City Manager; and

ODC Contractors: Renee Earls, Odessa Chamber of Commerce; Wesley Burnett, Economic Development Director; Craig Van Amburgh, CVA; Dustin Fawcett, MOTRAN; Tyler Patton, UTPB-SBDC; Bryan Bierwith, UTPB-SBDC; and

Others: Council member Malcolm Hamilton, Council member Mari Willis and other interested citizens.

A quorum being present, Mrs. Triplett-Hurt called the meeting to order and the following proceedings were held:

Mr. Collins gave the invocation.

**March 14, 2019 minutes.** Motion was made by Mr. Collins and seconded by Ms. Hollmann to approve the minutes. The motion was approved by unanimous vote.

**Contractors report: Economic Development: Odessa Chamber, CVA Advertising and Marketing, UTPB-America's SBDC, MOTRAN, and City Administrative support.** Mr. Burnett reported that there was no Summit update. He was waiting on a local plumbing company to submit an application. The Solar project will break ground in June. There was a lot of local expansion activity. He was attending airport development meetings.

Mr. Van Amburgh reported that there were busy with ODC activities. Five podcast were completed. ORMC would be taped next month. The Spirit Odessa news segment was successful. KWES was recording segments on Investing at Home. A direct mail piece would be mailed targeting the medical industry. The social media was doing well as the hits have quadrupled. He would evaluate the hits to determine the most effective issues.

Mr. Patton reported that Odessa's February capitalization was \$60,000. There were 243 council sessions with 220 hours. Four seminars were presented with 10 attendees. Satellite offices would be open around the area. SBDC was rated as number one in capitalization. He reviewed the May seminars.

Mr. Bierwirth thanked the speakers for the Business Challenge awards event. Mrs. Triplett-Hurt stated it was exciting and well produced. The three winners were The Human Bean awarded \$150,000, Infinite Coolers awarded \$125,000, and StreetBound awarded \$75,000. The Human Bean would open another business on the West of

Odessa. Infinite Coolers holds ice for 10 days. The Infinite Coolers will be competing on Shark Tank. He provided an update on the 2018 winners. Mr. Bierwirth reported that the Business Challenge has spurred a lot of interest from other communities as they were inquiring about the program. Mr. Collins asked about the Business Challenge advertising. Mrs. Muncy would provide an update at the next meeting but there were funds budgeted to begin advertising the new challenge earlier.

Mr. Fawcett reported on MOTRAN. He discussed the I-14 developing to the area. He stated it was great for economic development. Three states supported the I-14, which builds a larger coalition for the interstate. MOTRAN was collecting the Wi-Fi results. MOTRAN was working to get more flights at the airport, especially Austin. Flight surveys were distributed that was geared toward businesses. He stated it would provide more valuable data. He reviewed the I-14 process, as it was a 40-year plan.

Mrs. Muncy reported that the finance report was not ready and would be provided at the next meeting. She stated for February, sales tax was \$1.3 million with \$62,000 in expenditures. No incentives were paid out.

Mrs. Muncy reviewed the budget calendar. The board would review and approve at the next meeting. She would make any board changes.

**Consider reappointment of ODC representatives to the Tax Incentive Committee.**

Mr. Landers stated that the board could appoint or reappoint the members on the Tax Incentive Committee. Ms. Hollmann reported that the committee met March 26 and all taxing entities representatives were present. Tax abatements were discussed. Mr. Landers provided examples of tax incentives. Mr. Collins expressed that the same opportunity should be given to the small businesses.

Motion was made by Mr. Tuminowski and seconded by Mrs. Triplett-Hurt to reappoint Melanie Hollmann and Gene Collins. The motion was approved by unanimous vote.

**Appointment of Contractor Criteria Review Committee.** Mr. Tuminowski asked what qualifies a contractor. Mr. Landers responded that anyone that meets the criteria for the funding program would qualify. The Compliance Committee was created to review the applications for meeting requirements as directed by ODC. Mrs. Triplett-Hurt reviewed the service contractors. Mr. Collins stated that ODC provided guidelines and the matrix to give the parameters for qualifications. Mr. Collins asked if there were no parameters how the Compliance Committee can qualify the application. Discussion was held on the matrix. Mr. Collins stated that ODC did not give any guidance to evaluate and recommend the housing funds. Mayor Turner stated that Council approved setting aside the \$5 million from ODC. Council agreed that it was not up to ODC to set the structure but only to oversee the use of the funds. The other entities would work together to structure the program.

The budget calendar was discussed. Mr. Burnett requested to extend the proposal deadline as much as possible. Last year, there was a two-week turnaround. After further discussion, the deadline was set for June 20.

Discussion was held on the contract proposal process. Mr. Landers would provide more communication with the ODC on its status; therefore, no committee was needed.

**ODC Committee and Officer Reports: Advertising Committee, Downtown Odesa, Inc., Compliance Committee, Odessa Partnership and Business Challenge.** Mr. Tuminowski reported that 28% of the advertising budget was spent. The advertising was more social media. There was a focus to educate the local business and professionals on ODC. Mr. Collins reported on Downtown. He discussed the zone incentives, which was a state opportunity program. An application of several areas were submitted to the Governor for zone incentives. The application was turned down. He explained the uses and benefits. He stated we qualified for the incentives. Ms. Bhavsar reported that the Governor was only designated a limited amount to forward to the Federal Government. The program was new. Mr. Collins asked if the application could be resubmitted. Ms. Bhavsar would research. There was no Compliance Committee report. Mayor Turner reported that the Partnership Committee met and were working on meeting with the housing committee. There was no report on the Business Challenge.

**Discuss process and structure for moving forward with ODC support for reasonably priced workforce housing.** Mayor Turner reiterated that Council voted to allocate the \$5 million from ODC funds. ODC was removed from setting up the program structure. ODC would manage the funds. He was working with the other entities to formulate a structure. Mr. Tuminowski asked about the Council resolution from its Council meeting. Mr. Landers stated that was only a draft resolution and it was not approved. The Compliance Committee needed guidance on what would qualify. A joint Council and ODC workshop would be set up.

Council member Hamilton asked that there would be consistency, uniformity and transparency with the process. He thanked the board for the work. He stated that there were many opportunity to solve the housing issue. Council member Willis stated it was important to move the project quickly to resolve the housing crisis. She stated that there was a lot of opportunity to serve and assist. She asked that nothing be left unturned. She thanked the board.

The meeting adjourned at 3:31 p.m.

ATTEST:

APPROVED:

Norma Aguilar-Grimaldo, TRMC, CMC  
City Secretary

Betsy Triplett-Hurt  
President



## Odessa Chamber of Commerce

Economic Development

### Services for the Odessa Development Corporation

April 2019

#### PROJECTS

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##### 2007-01

- Company has ended the project for Odessa due to the lack of DOE support
- Representation retained for Odessa interests; will keep ODC updated
- Bankruptcy hearings to be scheduled by the Summer 2018
- Progressing with bankruptcy, land issues
- Possible update in February
- Bankruptcy was not completed in March, could be April
- Hearing set for Mid May

##### 2017-04

- Midland plumbing supply company looking to place a new distribution center 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
- Company is seeking a 30Ksf building for their distribution center; 4 K sf for office space and 2-4 acres of land
- Company has contracted with CBRE for building search and will be working with Economic Development Staff
- Conference called scheduled with company. Plans for a new facility to serve the Permian Basin
- Company has received incentive application and plans for major consolidation /expansion project, 60K sf with 6 acres of yard storage
- Company has met within, and will be submitting incentive application in February
- Ongoing

## 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
- Company representatives in Odessa during the month of December 2017, met with Economic Development Department and taxing entities
- Application received for tax incentives
- OC Trustees approved Tax Abatement on January 30, 2018
- Briefing completed with ECISD, County and Hospital along with Economic Development Staff and Solar Company
- Negotiations with taxing entities in progress
- Odessa College passed resolution for 10-year tax abatement, awaiting County, ECISD and hospital consideration
- Ector County passed reinvestment zone and Tax Abatement
- ECISD heard feasibility study in June meeting
- ECISD voted to accept application for incentives and will be reviewed by Comptroller office to proceed to next step
- Hospital Board took up abatement September 04, 2018; Odessa College to formalize as soon as possible
- OC has finalized agreement. Next steps for ECISD to finalize and project starts at the end of 2018
- All entities approved. Project to move forward
- Company planning larger capital investment in addition to current plans
- ECISD approved application, construction begins in February
- Clearing Property, construction beginning; \$25K donation to the Education Foundation
- Ongoing

### **2018-01**

- Lead from the Governor's office; This company, a chemical manufacturing business is seeking a HQ location in Odessa, adding 200 jobs to the workforce
- Seeking rail served location
- Company narrowing facilities list, will be working with economic development staff
- Negotiating for a facility continues and is close to completion
- Company is in final negotiation on existing facility in Odessa, will submit incentive application soon
- Ongoing

### **2018-05**

- This company is seeking to construct and operate a specific nuclear reactor in Ector County, Texas. This is a long-term project that would not expect to be in operation until 2024 and a \$1.5 Billion project
- This intrinsic safe procedure is expected to generate the sale of electricity and the process heat from this facility could self-suffice the plant operations and costs
- A feasibility study has returned favorable and positive feedback
- Ongoing discussion with company for further information
- Company visited Odessa, toured GCA- very favorable, feasibility moving forward on business model
- Company will return to Odessa and discuss water issues surrounding communities moving forward
- Company plans to be in Odessa in December 2018 with DOE representatives to explore options and Odessa investments
- Company and DOE, TRRC visited Odessa, project to move forward
- Ongoing

### **2018-07**

- The company is seeking to repurpose an existing facility for a recycling plant project that will extract oil, carbon and steel belts from used tires for repurposing. This will create 12 jobs + supervisor and operate on 3 shifts
- They have applied for a TCEQ AIR Permit to operate at this location. They would like to use the crumb tire onsite and help clean-up the tire problem in Ector County
- Company CEO visited Odessa and is seeking ownership of abandoned tires (approximately 3 million) and crumbs at the Safe Tire Disposal Site
- Company continues to work out financing on project expects to be operational mid 2019
- Application has been submitted, reviewing, more information has been requested

### **2018-08**

- Company seeking 70 acres with rail for a multi-use chemical manufacturing company. This will create 50 jobs and anticipates a \$20 million investment
- Discussion with several land owners are ongoing
- On hold pending owner's evaluation of project
- Will be a 2019 project
- Negotiation continue for Odessa location
- No update

### **2018-09**

- This company is pursuing an expansion project that will create over 400 jobs in the next 2 years with a \$140 million capital investment. They are seeking a Texas Enterprise Project nomination from the City
- Company given a nomination by City Council for Enterprise Project
- Project moving forward as Enterprise Project in Odessa
- No update

## **Direct Contact- Out of State Prospects**

- Multiple local expansions in beginning stages

## **Odessa Partnership**

- Meeting held in March 2019; next scheduled meeting is May 2019
- PSP attended

## **Business Retention & Expansion**

- ✓ Completed 19 visits to local industries

## **Research and Development**

- ✓ Government officials list is completed
- ✓ Cost of living Survey data collected, 2<sup>nd</sup> quarter

## **SERVICES AND OTHER ACTIVITIES**

- ✓ Ingham Economic Index January Reports sent out via Mailchimp list and posted on Website
- ✓ Odessa Development News/Economic Indicators for March sent out via Mail Chimp
- ✓ Submitted Apartment Survey to ICA staff
- ✓ Submitted Housing Odessa Workforce study to Bryan Brown San Antonio
- ✓ Submitted Wage Study to GCA Houston
- ✓ Research wage comparisons – secondary jobs for developer
- ✓ Completed a Certificate of Origin for Eckel Mfct. shipping to Kuwait x2

## Partner Visits

TEDC Women's Conference	Staff Participated
Lorie Vincent	Staff Retreat
MPO Meeting	Director Attended
Meeting with Councilman Hamilton and ODC Melanie Hollmann	Director Attended
Entrepreneur of the Year	Staff Attended
Meeting with Mike Adkins	Director Attended
Podcast Recording	ED Director participating
South West Airline Logistics meeting & tour	Director Attended
Solar Project meeting with Taxing entities	Director Attended
Texas Scholars Meeting	Staff Attended
Leadership Social Services	Director & Staff attended
Odessa Chamber Board Retreat	Director Attended
TX Dot Advisory Board	Staff Attended
High Ground Annual Meeting	Director Attended
EDI	Staff Attended

Services for the Odessa  
Development Corporation

Odessa Chamber of Commerce

# Odessa Economic Indicators

2019

## Building Permits

March	2019	Total Value	2018	Total Value
New Single Family	54	\$11,268,045	52	\$10,714,500
New Commercial	5	\$5,768,681	1	\$4,000,000
Other	93	\$2,184,417	100	\$3,045,019
Totals	152	\$19,221,143	153	\$17,759,519
YTD Totals	500	\$108,165,879	526	\$89,704,525

## Sales and Use Tax

March	2019	2018	% Change
City of Odessa	\$5,909,176	\$5,408,871	9.25%
Totals YTD	\$18,460,181	\$15,949,228	15.74%

## Labor Market Statistics

March	2019	2018
Civilian Labor Force	86,780	83,752
Total Employment	84,632	81,309
Total Unemployment	2,148	2,443
Unemployment Rate	2.5%	2.9%
Payroll Employment Estimate	82,100	78,900

## Permian Basin Rig Count

Month	2019	2018
March	356	352
February	368	348
January	378	329

## Midland International Air and Space Port

March	2019	2018
Enplaned	53,544	50,438
Deplaned	52,525	48,027
Enplaned YTD	142,840	132,579
Deplaned YTD	143,517	132,777

## MLS Statistics-Residential (SF/COND/TH)

March	2019	2018
Total Sold	125	153
Dollar Volume	\$31,959,991	\$30,827,295
Total Sold YTD	356	348
Volume YTD	\$82,912,175	\$69,322,231

Sources: City of Odessa Building Inspection Division, State Comptroller of Public Accounts, Midland International Air and Space Port, Labor Market and Career Information, Odessa Board of Realtors and Baker Hughes. Published by the Odessa Chamber of Commerce [kathiv@odessaacodev.com](mailto:kathiv@odessaacodev.com) (432) 332-9111



ADVERTISING & MARKETING

# ODESSA DEVELOPMENT CORPORATION

## APRIL 2019 ACTIVITIES

### PODCAST/TV AD SERIES

#### Podcast - Opportunity Odessa

We currently have 6 new podcasts available to air on Apple Podcast, Goggle Play and other podcast apps. Next to record: Dr. Williams with Odessa College immediately following this meeting. New episodes will be uploaded every 2 weeks. Fourteen weeks worth of podcasts will be ready to upload starting this week.

#### TV News Segment - Spirit of Odessa

Schedule extended through end of July. Next up for airing: Transportation, followed by Workforce Training.

#### KWES - Investing at Home

Sandra Woodley segments for UT Permian Basin are produced and ready to air on KWES-TV (Channel 9)

### COLLATERAL

#### Direct Mail

Medical direct mail piece is being distributed to over 800 medical professionals prior to ODC personnel attending upcoming medical conventions.

#### Brochures

Recently reordered trade show information cards, 2019 Economic Development Guides, and our Business Retention and Expansion brochure for use at various conventions and trade shows.

#### Specialties

Orders have been placed for keychains, spiral notebooks and business card holders to be utilized in meetings and conventions.

### TRADE PUBLICATIONS

Annual edition of "Go Big in Texas" will feature our 1/2 page ad spotlighting Odessa is coming out in May.



ADVERTISING & MARKETING

## SOCIAL MEDIA/DIGITAL MEDIA

### Overview

In April, our overall social media results were positive, with an increase in engagement, followers, and impressions. We continued the page likes campaign on Facebook, resulting in 78 new page likes. We are continuing to boost organic posts on Facebook, and began a sponsored update campaign on LinkedIn in the last week of March. Our digital campaign targeting medical manufacturing professionals continues to be strong with a click-thru-rate double the industry standard.

### Facebook

Over the last month on Facebook, CVA has continued to generate content from relevant articles of local news organizations. We have strategically boosted posts. Our page likes are up 30% this month, and our video views were up over 350%. Once again, this month our most engaging post required no boosting to reach peak engagement, which is a positive sign that your followers are finding your content relevant and useful. These campaigns resulted in 78 new page likes and reached a total of 9,740 people.

### Twitter

Over the last month on Twitter, we have continued to tweet the same content we share on Facebook to engage new and existing followers as well as retweeting relevant content. Our followers campaign ended in January and was very successful, and this month we added another 6 followers, bringing our total to 970.

### LinkedIn

This month we have continued sharing relevant articles with a focus on local content. We began a new sponsored updates campaign the last week in March, resulting in a 316% jump in page views, and a 175% increase in unique visitors.

### Website

Our page views were up 47% in April, and our social media traffic continues to do very well. Sessions and unique users were down slightly. The highest traffic to the website this month came from organic search, direct (typing in our web address), and social media.

### Info on new followers/likes:

LinkedIn: 12 new followers

Facebook: 78 new page likes

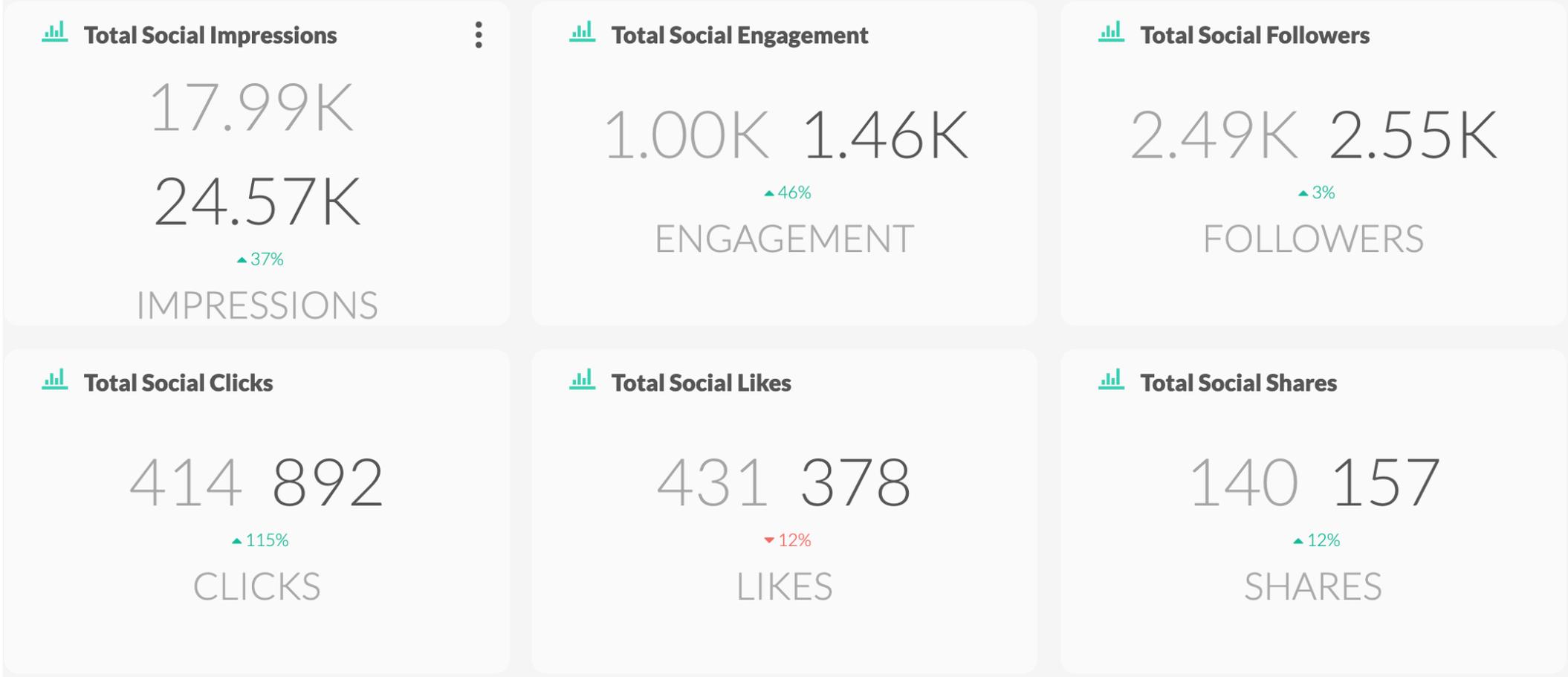
Twitter: 6 new followers

# Odessa Development Corporation Digital Report

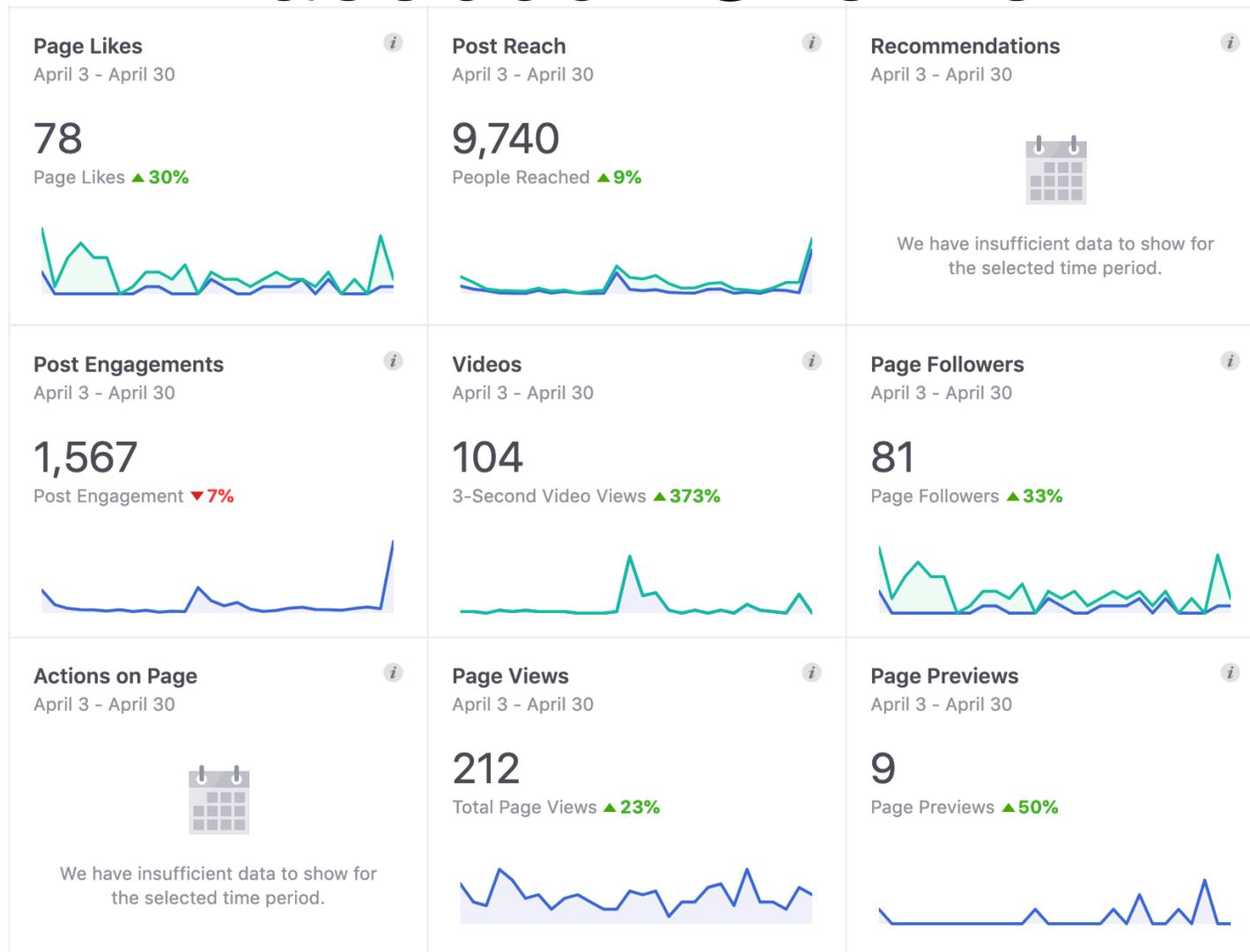
April 2019

# ODC April Report

## Social Overview



# Facebook Overview



# Facebook Top Performing Posts

 **Odessa Development Corporation**  
Published by Caleb Burnett [?] · April 15 at 11:45 AM · 🌐

The nation's two largest oil companies said Tuesday they plan to significantly hike their activity in West Texas' Permian Basin and dominate the region, spending even more money while others cut back.



ODESSATEX.COM  
**Exxon, Chevron Plan to Dominate Permian, Grow as others cut back - Odessa TX |...** [Learn More](#)

### Performance for Your Post

**3,776** People Reached

**77** Reactions, Comments & Shares *i*

<b>47</b> Like	<b>24</b> On Post	<b>23</b> On Shares
<b>2</b> Love	<b>0</b> On Post	<b>2</b> On Shares
<b>3</b> Wow	<b>1</b> On Post	<b>2</b> On Shares
<b>10</b> Comments	<b>5</b> On Post	<b>5</b> On Shares
<b>16</b> Shares	<b>16</b> On Post	<b>0</b> On Shares

**226** Post Clicks

<b>0</b> Photo Views	<b>155</b> Link Clicks <i>i</i>	<b>71</b> Other Clicks <i>i</i>
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# Facebook Top Performing Posts

 **Odessa Development Corporation**  
Published by Caleb Burnett [?] · 23 hrs · 🌐

A California company is seeking to build a \$1 billion refinery that will make gasoline and diesel near the Permian Basin town of Kermit.

Meridian Energy Group announced plans that it has partnered with a subsidiary of the Houston energy conglomerate Winkler Companies and is seeking to build a 60,000 barrel per day refinery just north of the West Texas town.



ODESSATEX.COM

**California Company Seeks to Build \$1 Billion Refinery in Permian Basin - Odessa TX |...**

[Learn More](#)

## Performance for Your Post

**3,345** People Reached

**176** Reactions, Comments & Shares ⓘ

<b>97</b> Like	<b>37</b> On Post	<b>60</b> On Shares
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<b>6</b> Love	<b>2</b> On Post	<b>4</b> On Shares
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<b>15</b> Wow	<b>5</b> On Post	<b>10</b> On Shares
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<b>2</b> Sad	<b>1</b> On Post	<b>1</b> On Shares
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<b>22</b> Comments	<b>7</b> On Post	<b>15</b> On Shares
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<b>35</b> Shares	<b>35</b> On Post	<b>0</b> On Shares
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**398** Post Clicks

<b>0</b> Photo Views	<b>201</b> Link Clicks ⓘ	<b>197</b> Other Clicks ⓘ
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# Twitter Overview

## 28 day summary with change over previous period

Tweets

8 ↑ 33.3%



Tweet impressions

11.2K ↓ 54.6%



Profile visits

900 ↑ 141.9%



Mentions

4



Followers

970



Apr 2019 • 28 days so far...

# Top Performing Tweet

**Top Tweet** earned 536 impressions

Each community college highlighted on the rankings lists received a score based on several factors, including retention rate, graduation rate and percentage of online enrollment data from the Integrated Postsecondary Education Data System (IPEDS). [odessatex.com/odessa-college...](https://odessatex.com/odessa-college...)

↻ 1   ♥ 4

[View Tweet activity](#)

[View all Tweet activity](#)

# Top Media Tweet

**Top media Tweet** earned 308 impressions

Starting this month, the ODC is launching its own podcast: Opportunity Odessa.

Tune in to hear special guests speak with Economic Development Director [@WR\\_Burnett](#) about the economy in Odessa, Texas and why there are many great opportunities here.

New episodes coming this week!  
[pic.twitter.com/eaFDWcYPFS](https://pic.twitter.com/eaFDWcYPFS)



↩ 1 ↻ 3 ❤ 25

[View Tweet activity](#)

[View all Tweet activity](#)

# Top Twitter Mention

**Top mention** earned 11 engagements



**Lorie Vincent**

@lorievincent · Apr 14

Thanks to the Odessa Development Corporation and the Muleshoe Economic Development Corporation for having me in their neighborhood last week for custom Economic Development Acceleration Workshops! Great hospitality

[@odessadevelop](#) and [@MuleshoeEDC](#).

[pic.twitter.com/FIAY3AZNS](https://pic.twitter.com/FIAY3AZNS)



# LinkedIn Overview

## Follower highlights ⓘ

**167**

Total followers

**12** ▲ 500%

New followers in the last 30 days 3/31/2019 - 4/30/2019

## Visitor highlights ⓘ

Data for the last 30 days 3/31/2019 - 4/30/2019

**25** ▲ 316%

Page views

**11** ▲ 175%

Unique visitors

**0** ▼ 100%

Custom button clicks

## Update highlights ⓘ

Data for the last 30 days 3/31/2019 - 4/30/2019

**10** ▲ 11%

Likes

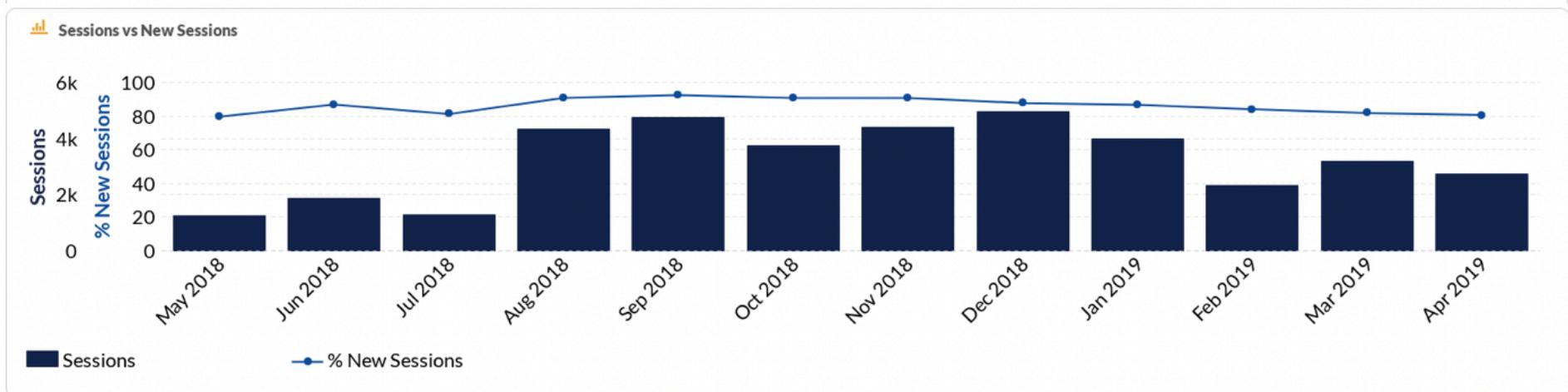
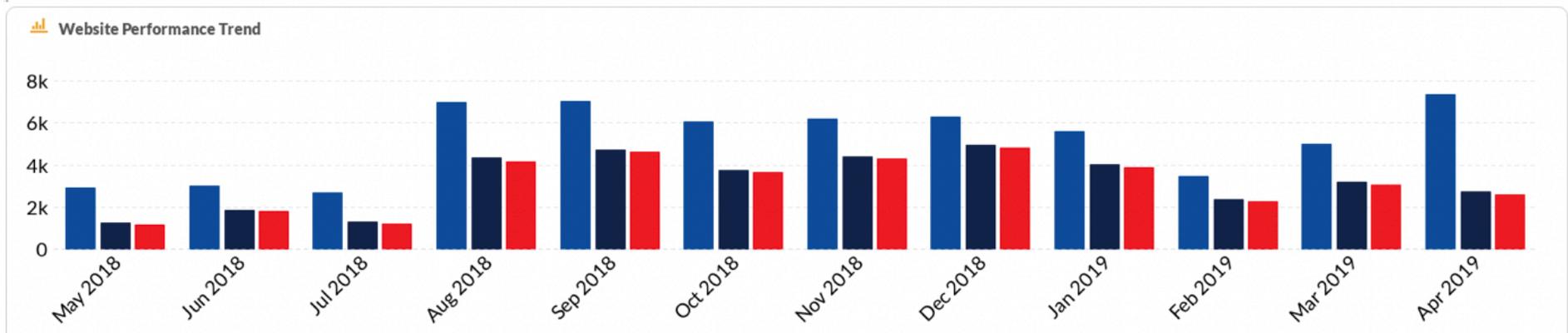
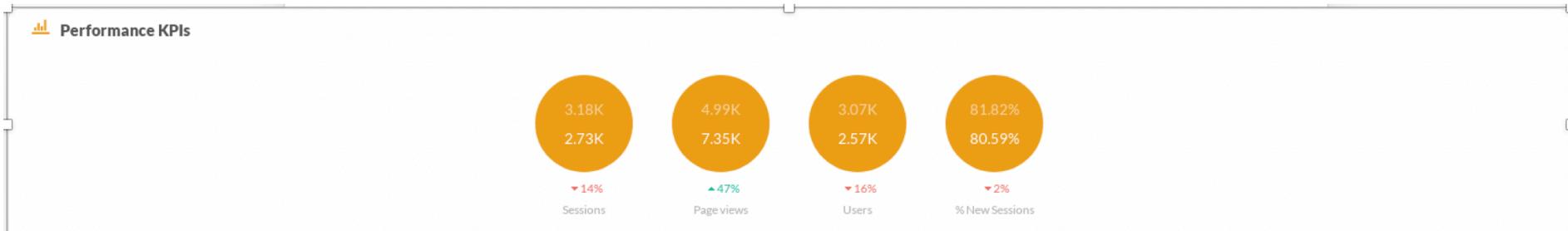
**0** ● 0%

Comments

**2** ▲ 100%

Shares

# Website Performance



**UTPB SMALL BUSINESS DEVELOPMENT CENTER**  
**2018-2019 New Business Start-Ups & Expansions**

19-Apr							
ODESSA		OTHER LOCATIONS		ACTIVITIES			
New Businesses	0	New Businesses	3	Counseling Sessions	243	Seminars	3
Full-Time Jobs	1	Full-Time Jobs	10	Am Ind/N/Alaskan	5	Am Ind/N/Alaskan	0
Part Time Jobs	2	Part Time Jobs	3	Asian/pac. Islander	2	Asian/pac. Islander	0
				Black	24	Black	0
<b>Total Jobs</b>	<b>2</b>	<b>Total Jobs</b>	<b>11</b>	Hispanic	126	Hispanic	4
				Non-Hispanic	117	Non-Hispanic	2
				<b>Total Clients</b>	<b>243</b>	<b>Total Attendees</b>	<b>10</b>
				Counseling Hours	220	Training Hours	38

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Cumulative 2018/19 Totals	End of Year 2017/18 Totals
Counseling Sessions	388	319	248	433	258	243	312						1889	1576
Counseling Hours	189	168	204	323	285	220	283.25						1389	1414
Seminars Presented	2	9	2	2	3	4	3						22	37
Attendees	39	134	31	16	28	10	7						258	558
Training Hours	135.5	194	57	38	56	19	14						500	541
New Businesses	0	3	8	4	2	1	3						18	48
Odessa New Business	0	1	4	1	1	0	0						7	23
Capitalization	\$916,900	\$3,907,050	\$1,992,400	\$2,464,700	\$305,233	\$90,000	\$794,000						\$9,676,283	\$18,159,350
Odessa Capitalization	\$252,000	\$545,800	\$539,400	\$1,650,000	\$204,916	\$60,000	\$219,000						\$3,252,116	\$15,716,700
Full-Time Jobs	28	7	67	10	1	4	11						117	303
Odessa FullTime Jobs	1	2	48	3	1	0	1						55	180
Part Time Jobs	0	3	2	9	-2	3	5						15	51
Odessa Part Time Jobs	0	2	1	7	-2	0	2						8	21
<b>Total Jobs</b>	<b>28</b>	<b>8</b>	<b>68</b>	<b>15</b>	<b>1</b>	<b>5</b>	<b>13</b>						<b>125</b>	<b>313</b>



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

**La Entrada al Pacífico**

RECEIVED  
APR 18 2019

BY CITY SECRETARY

April 17, 2019

RECEIVED  
APR 18 2019

CITY ATTORNEY

The Honorable Betsy Triplett-Hurt, Chair  
Odessa Development Corporation  
P.O. Box 4398  
Odessa, Texas 79760

Dear Chairwoman Hurt:

Please find the attached monthly financials for the Midland-Odessa Transportation Alliance, Inc., for March, 2019, and monthly report.

We appreciate your continued support and assistance.

Sincerely,

James Beauchamp  
President, Midland-Odessa  
Transportation Alliance

cc. The Honorable David Turner, City of Odessa



**April 2019**

### **Economic Case for Additional Funding for the Permian Basin**

We have continued our efforts to assemble and distribute economic and demographic data related to Permian Basin economic activity. This data has been requested by the Governor's and TXDOT Commission offices to make the case in for infrastructure investment in the Permian Basin. This past month, we met with the Governor's office to talk about the August 2019 UTP revision by TXDOT and opportunities for additional funding for the area in the revision. We plan to hold another meeting with TXDOT and the Governor's office for local officials to follow-up that effort and make a more specific request.

### **Additional Funding for DPS**

We have been working with the Permian Basin Petroleum Association to find additional resources for DPS enforcement and the driver license office. Rep. Craddick and Rep. Landgraf authored an amendment to the House Appropriations Bill to bring \$800,000 to help provide additional funding to augment salaries for both officers and civilian employees.

### **86<sup>th</sup> Texas Legislative Session**

During the month we testified on two bills being considered by both the Texas House Committee on Appropriations and Transportation Committee.

#### ***Bridge Strikes***

Representative Craddick and Representative Landgraf have each authored bills that would address the issue of oversize/overweight vehicles striking bridges and overpasses on our state highway system. Representative Landgraf's HB 799 would increase the criminal penalty and hold the driver exclusively liable for the strike. The follow-up bill that we provided testimony for is Rep. Craddick's HB 2679. This bill would seek to retrieve payments for the damage via insurance code rather than tax payers being left with the bill.

#### ***Commercial Motor Vehicle Enforcement***

Representative Craddick has also authored HB 917 which would permit local law enforcement departments with municipal populations under 50,000 (in energy impacted regions) to be

trained by DPS in Austin to enforce Commercial Motor Vehicle laws and regulations. This bill has passed the House and is being sponsored by Senator Flores in the Senate.

### ***GROW Plan (Generate Reoccurring Oil Wealth)***

The House Bill and concurrent House Joint Resolution to create a constitutional amendment were filed by Representatives Craddick and Landgraf. Their plan is to allocate a percentage of oil and gas severance tax, money that would otherwise go to the Economic Stabilization Fund (Rainy Day Fund), to be spend on energy impacted regions in which this revenue was generated. We were asked to provide testimony to the Appropriations Committee in support of the Resolution. If approved by the Legislature, the measure would also require passage by voters as part of a constitutional amendment in November.

### **I-14 Annual Meeting & Reintroduction of I-14 Federal Legislation**

We attended and co-hosted the I-14 Annual Meeting in Austin where leaders from the coalition across 3 states discussed proposed legislation for the designation of the Interstate route. *I-14 Expansion and Improvement Act of 2019* was reintroduced by U.S. Rep. Brian Babin (TX-36) and cosponsored by 6 Texas Congressman, 2 from Louisiana, and 2 from Mississippi. The western route will include the Brady to San Angelo to Midland-Odessa route that we have advocated for. Our hope is that this legislation will be a part of the upcoming Trump Infrastructure Plan that is expected to be on the horizon.

### **Southwest Airlines-MAF Flight Expansion Meeting**

We have been working with MAF, Southwest Airlines, and leaders of both Midland and Odessa to make the case for expanded flights out of Midland, specifically to Austin. We have conducted surveys and gathered travel data with regards to the transportation of migratory and transient work force to better make the case for a higher level of service of flights out of MAF. We will be hosting Southwest Airlines executives as well as other stakeholders at the Petroleum Museum on April 24<sup>th</sup>.

### **Rural Odessa/Ector County Broadband Initiative**

We will be hosting Connected Nation on April 30<sup>th</sup> to discuss the broadband initiative, the surveys, and the steps going forward. During the days following the initial meeting detailing our plan, Connected Nation will make the rounds to perform outreach to local institutions (libraries, schools, businesses, hospitals, and the chamber) to help gather more community input as well.



## EMPLOYMENT AND LABOR FORCE GAINS

Midland County ranked 7<sup>th</sup> in the state for raw employment gain and labor force gain from 2017 to 2018. The employment gain from 2017 to 2018 was 11,993 and the labor gain was 11,424.

Ector County ranked 12<sup>th</sup> in employment gain during that same period with an increase of 7,422, and came in 10<sup>th</sup> statewide for labor force gains from 2017 to 2018, with an increase in labor force of 6,485.

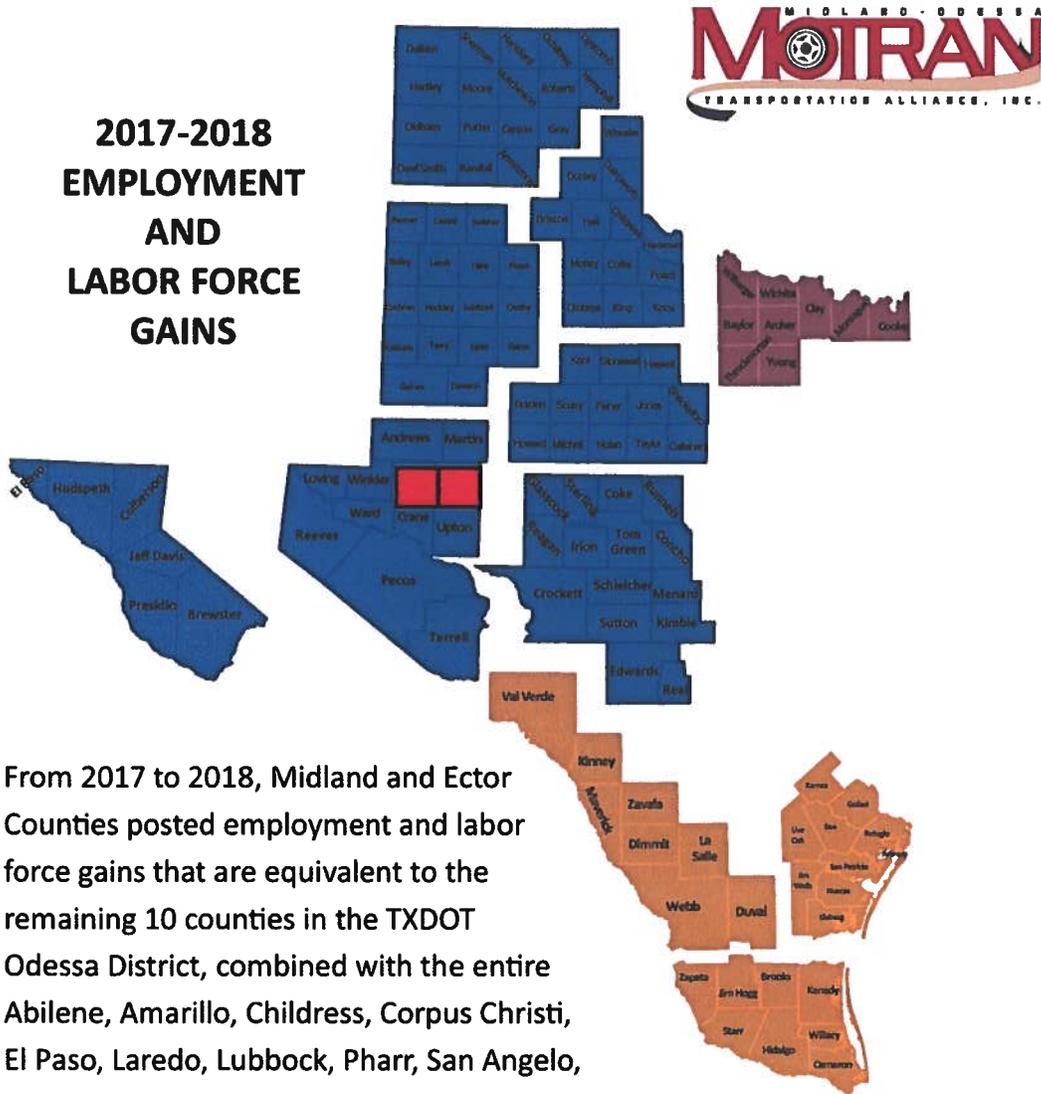
County	Employment 2017	Employment 2018	Employment Change
Harris	2,153,116	2,203,937	50,821
Dallas	1,276,268	1,308,550	32,282
Tarrant	998,814	1,025,624	26,810
Travis	678,094	701,386	23,292
Bexar	892,471	909,587	17,116
Collin	514,295	527,195	12,900
Midland	88,138	100,131	11,993
Denton	455,926	467,292	11,366
Williamson	281,582	291,170	9,588
Fort Bend	358,549	366,924	8,375

County	Labor 2017	Labor 2018	Labor Change
Harris	2,268,072	2,304,414	36,342
Dallas	1,328,389	1,359,234	30,845
Tarrant	1,037,447	1,062,739	25,292
Travis	699,439	721,791	22,352
Bexar	925,241	940,908	15,667
Collin	532,721	545,248	12,527
Midland	90,854	102,278	11,424
Denton	471,680	482,613	10,933
Williamson	291,103	300,338	9,235
Ector	78,648	85,133	6,485

Midland saw employment and labor force gains greater than Denton, Williamson, or Fort Bend Counties. Ector County saw gains greater than Montgomery or El Paso Counties.

Together, they account for just over 6% of statewide employment growth and 7% of labor force growth, and accounted for larger employment and labor growth than San Antonio/Bexar County.

While the combined employment growth of over 19,000 additional jobs in Midland and Ector Counties from 2017 to 2018 is impressive, even more astounding is the growth in labor force. The combined labor force growth was just under 18,000. That means that roughly 92% of those jobs were filled by new workers joining the Midland-Odessa labor market.



From 2017 to 2018, Midland and Ector Counties posted employment and labor force gains that are equivalent to the remaining 10 counties in the TXDOT Odessa District, combined with the entire Abilene, Amarillo, Childress, Corpus Christi, El Paso, Laredo, Lubbock, Pharr, San Angelo, and Wichita Falls TXDOT Districts.

The overall Odessa District also saw significant increase with an employment increase of 24,793 and a labor force increase of 22,970, between 2017 and 2018. That means that while the 12 counties that make up the TXDOT Odessa District only comprise about 1.6% of the state's total population, they accounted for approximately 8% of employment growth in the state and 9% of the labor force increase.

Rank	County	Employment 2017	Employment 2018	Employment Change
7	Midland	88,138	100,131	11,993
12	Ector	75,422	82,844	7,422
19	Reeves	6,753	8,933	2,180
35	Ward	5,366	6,506	1,140
44	Winkler	3,095	3,917	822
71	Andrews	8,733	9,158	425
90	Martin	2,446	2,740	294
92	Pecos	5,984	6,253	269
100	Crane	1,511	1,727	216
172	Upton	1,491	1,527	36
200	Loving	95	98	3
209	Terrell	376	369	-7

Rank	County	Labor 2017	Labor 2018	Labor Change
7	Midland	90,854	102,278	11,424
10	Ector	78,648	85,133	6,485
19	Reeves	7,003	9,126	2,123
31	Ward	5,592	6,678	1,086
38	Winkler	3,262	4,030	768
62	Andrews	9,011	9,383	372
76	Martin	2,528	2,808	280
86	Pecos	6,277	6,486	209
87	Crane	1,595	1,796	201
143	Upton	1,549	1,581	32
177	Loving	100	102	2
194	Terrell	394	382	-12



## BRINGING I-14 TO THE CONCHO VALLEY AND PERMIAN BASIN

### **Babin & Leaders Across Texas, Louisiana, and Mississippi Reintroduce I-14 Legislation**

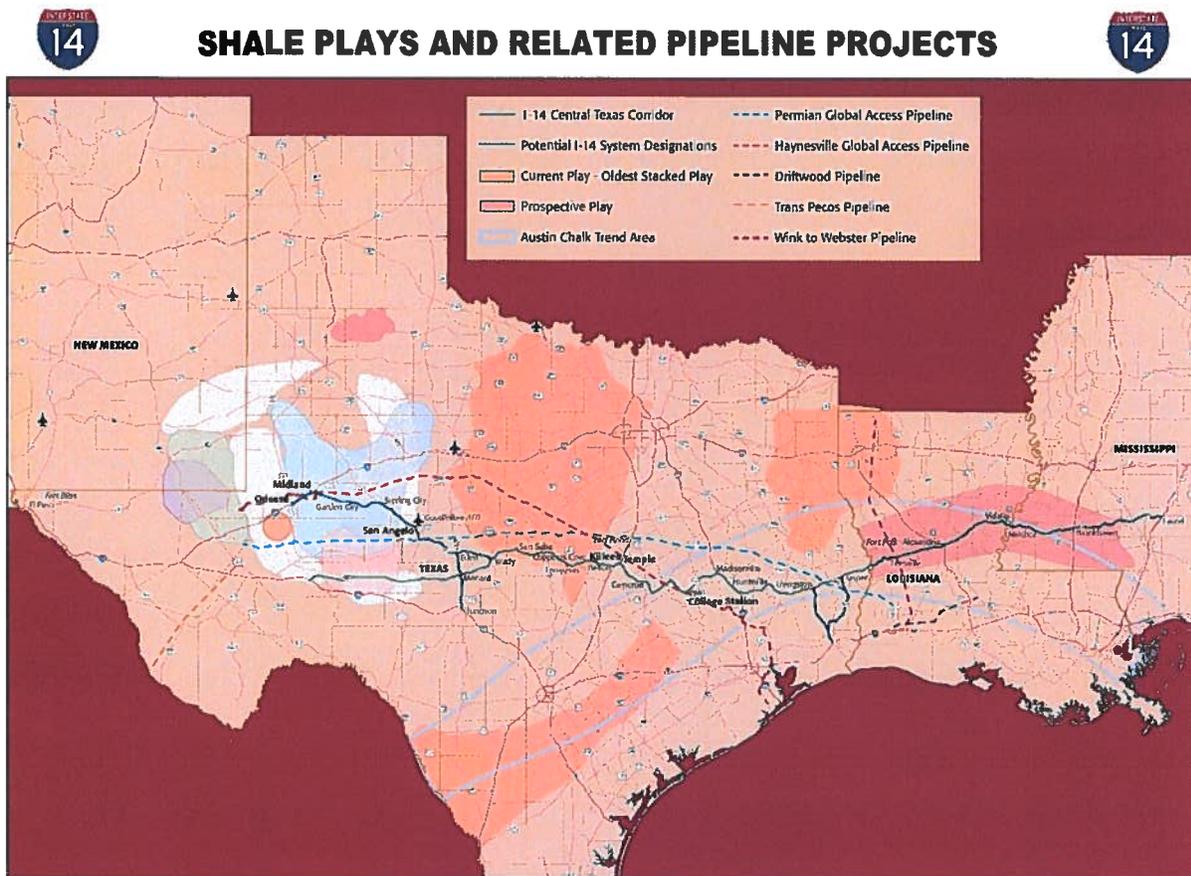
**WASHINGTON, DC** – U.S. Rep. Brian Babin (TX-36), a member of the House Transportation & Infrastructure Committee, released the following statement after reintroducing the *I-14 Expansion and Improvement Act of 2019* today. This legislation, also referred to as the “Forts to Ports” bill, will extend the future I-14 interstate highway to additional areas in Texas and along the Gulf Coast. This bill will further connect key military installations to strategic seaports, enhancing their readiness as well as America’s national security.

The *I-14 Expansion and Improvement Act* builds upon the original designation, written by Rep. Babin as part of the 2015 *FAST Act* highway bill, of the Central Texas Corridor as the future I-14, and does not eliminate any currently authorized routes. This bill authorizes most of this new interstate route using the general pattern of existing roads and highways, while leaving the final determination about the exact interstate path up to state and local officials who know their communities best. Many provisions of the 2015 *FAST Act* are scheduled to expire starting next year, which will likely require passage of a new, comprehensive surface transportation bill during the 116<sup>th</sup> Congress (2019-2020). The expected consideration of this next “Highway Bill” presents an ideal opportunity to ultimately get this I-14 language signed into law by President Trump.

“As the Dwight D. Eisenhower Memorial is finally being built in Washington, I can’t think of a more fitting way to honor him than to pass this legislation that furthers his vision of creating an interstate system that connects America’s military assets, businesses, and communities from coast to coast,” **said Babin**. “I-14 is already known as the ‘Forts to Ports’ highway, and our goal is to build upon that success with further improvements, including a nonstop interstate connection from Goodfellow Air Force Base in West Texas to the strategic seaport in Beaumont. I-14 will finally give countless communities access to the benefits of an interstate highway, with a design and implementation process run by state and local transportation authorities, not Washington bureaucrats. Even in this time of divided government, I believe this is the kind of project that Republicans and Democrats in the House and Senate can work together with the Trump Administration on to accomplish.”

Joining Rep. Babin as original cosponsors of the bill are Reps. Mike Conaway (TX-11), Randy Weber (TX-14), John Carter (TX-31), Roger Williams (TX-25), Kevin Brady (TX-08), Bill Flores, (TX-17), Mike Johnson (LA-04), Ralph Abraham (LA-05), Michael Guest (MS-03), and Steven Palazzo (MS-04).

“As our economy continues to grow, it’s critical that we continue building the infrastructure needed to support it,” **said Conaway**. “The I-14 expansion through San Angelo to Midland provides a safer route for travelers in the area, and directly connects the Permian Basin – the top oil and gas producing region in the world – with one of the largest ports in the country. This route also establishes a clear route between military installations in Texas, connecting Goodfellow Air Force Base in the 11<sup>th</sup> District with Fort Hood, Fort Bliss, and the strategic seaports on the Gulf Coast. Access to an interstate highway is imperative to the continued development of West Texas, and I look forward to working with my colleagues to make this proposal a reality.”



“This legislation serves to fortify the roads leading to our nation’s strategic ports,” **said Weber**. “Our ports transport our service members and their supplies, an incredible amount of energy, and so much more. They move our goods to and from the heartland. The importance of transportation and infrastructure cannot be overstated.”

"As a representative of Ft. Hood, I've witnessed the results of the I-14 expansion in my own district, and I'm pleased to join my colleagues in support of the *I-14 Expansion and Improvement Act*," **said Carter**. "Expansion of Interstate 14, known as the "Forts to Ports" corridor, would not only improve readiness and efficiency within our military, but also provide exponential benefits for TX-31 communities that are growing in population daily by expanding access to an east-to-west interstate highway system."

"Interstate 14 not only represents the future of mobility in Texas, but the future of security for our country," **said Williams**. "The Forts to Ports project is essential to better preparing for the defense of our nation and shows America's commitment to defending freedom around the world. The improvements this project will make will significantly enhance Fort Hood's ability to meet our national security objectives. I am proud to once again cosponsor the *I-14 Expansion and Improvement Act*."

"As an original cosponsor of the *I-14 Expansion and Improvement Act*, I support Representative Babin's efforts to expand and improve the I-14 interstate highway," **said Brady**. "Extending this transportation infrastructure will facilitate travel between key military bases and ports and increase rural communities' access to interstate highways, all while respecting state and local autonomy."

"Extending I-14 will benefit countless cities across many Southern states," **said Johnson**. Specifically, in Louisiana, Leesville and Fort Polk will gain greater access to important resources further enhancing our military capabilities and readiness. I thank my good friend and colleague, Rep. Babin, for leading this effort and stand ready to support him in whatever way we can to ensure this critical bill crosses the finish line."

"I-14 will provide exciting new economic development opportunities across Central Louisiana, and it will help better connect Fort Polk to the rest of our nation's southern military installations and deployment ports," **said Abraham**. "I'm proud to cosponsor this bill, and I look forward to working with Congressman Babin and other colleagues to get this designation."

"This legislation paves the way for endless economic opportunities in our region," **said Palazzo**. "By approving this designation, we can spur development and connect our military installations to our ports and large commerce centers located throughout the route. I look forward to seeing the designation give Mississippi's transportation routes a competitive edge."

***"After 2 years of hard work with our transportation partners across the Permian Basin and Concho Valley, and now with an expanded partnership that includes Louisiana and Mississippi, we are excited to see this updated legislation that helps increase connections and mobility for strategic national defense and energy independence. When you look at the alignment of proposed I-14 in conjunction with shale plays and new pipelines, it is clear this route will help facilitate energy and commerce. We appreciate the support of Congressman Mike Conaway and so many members of Congressmen from across Texas, Louisiana,***

***and Mississippi, for their work, and hope the US Senate and the White House will also come to support this effort to expand the reach of the Permian Basin,” stated James Beauchamp with the MOTRAN Alliance.***

***“Locally, the proposed designation would follow the SH 158 corridor from US 87 north of Sterling City to Midland, and then include a dual designation along I-20 from Midland to Odessa. This is an important project for both communities and we appreciate both cities and development corporations for their support to pursue this type of project.”***

10:18 AM  
 04/04/19  
 Cash Basis

**MOTRAN ALLIANCE, INC.**  
**Profit & Loss YTD Comparison**  
**March 2019**

	<u>Mar 19</u>	<u>Oct '18 - Mar 19</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
4000 · Founding Member Dues	10,417.00	17,502.00
4010 · Member Dues	20,000.00	51,250.00
4200 · Interest Earned	164.19	987.03
4300 · Miscellaneous Income	2,500.00	4,300.00
4400 · Grants	0.00	20,000.00
4410 · MDC	0.00	47,500.00
4420 · ODC	0.00	47,500.00
4425 · ODC Study	0.00	37,500.00
4600 · PBC Revenue	0.00	50,000.00
<b>Total Income</b>	<u>33,081.19</u>	<u>276,539.03</u>
<b>Expense</b>		
ODC Wifi Study	6,000.00	6,000.00
5000 · Marketing		
5001 · MOTRAN Marketing	864.76	9,010.19
5000 · Marketing - Other	0.00	13,432.45
<b>Total 5000 · Marketing</b>	<u>864.76</u>	<u>22,442.64</u>
5025 · Travel Expenses	1,966.86	6,106.89
5026 · Other Travel	0.00	1,273.11
5050 · Events & Expos	2,000.00	11,941.07
5075 · Professional Services	1,800.00	11,868.00
6000 · Administration		
6035 · Dues & Subscriptions	0.00	799.88
6045 · Food & Entertainment	349.01	3,245.65
6055 · Gifts	225.69	1,183.31
6075 · Miscellaneous Expense	38.74	308.29
6085 · Office Lease	0.00	5,310.00
6090 · Office Supplies	1,351.79	3,746.56
6105 · Postage	354.95	1,584.89
6115 · Program Supplies	0.00	469.75
6140 · Telephone	470.05	1,909.24
<b>Total 6000 · Administration</b>	<u>2,790.23</u>	<u>18,557.57</u>
6500 · Personnel		
6501 · Salaries & Wages	18,560.00	110,680.00
6502 · Payroll Taxes	1,421.86	8,679.48
6503 · Employee Health Reimbursement	1,645.53	5,633.06
6504 · Payroll Service Fee	107.36	742.01
6505 · Retirement Contributions	366.00	2,148.60
<b>Total 6500 · Personnel</b>	<u>22,100.75</u>	<u>127,883.15</u>
<b>Total Expense</b>	<u>37,522.60</u>	<u>206,072.43</u>
<b>Net Ordinary Income</b>	<u>(4,441.41)</u>	<u>70,466.60</u>
<b>Net Income</b>	<u>(4,441.41)</u>	<u>70,466.60</u>

10:18 AM  
04/04/19  
Cash Basis

MOTRAN ALLIANCE, INC.  
**Balance Sheet**  
As of March 31, 2019

	<u>Mar 31, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Frost MOTRAN Checking	2,278.10
1010 · Frost MOTRAN Money Market	199,061.55
1015 · Frost-ODC Money Market	33,855.86
1020 · Frost- MDC Money Market	1,004.83
<b>Total Checking/Savings</b>	<u>236,200.34</u>
<b>Total Current Assets</b>	236,200.34
<b>Fixed Assets</b>	
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)
<b>Total Fixed Assets</b>	<u>0.00</u>
<b>TOTAL ASSETS</b>	<u><u>236,200.34</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
3900 · Net Assets	165,733.74
Net Income	70,466.60
<b>Total Equity</b>	<u>236,200.34</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>236,200.34</u></u>

10:19 AM

04/04/19

**MOTRAN ALLIANCE, INC.**  
**Statement of Cash Flows**  
March 2019

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	<u>Mar 19</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	(4,441.41)
Net cash provided by Operating Activities	(4,441.41)
Net cash increase for period	(4,441.41)
Cash at beginning of period	240,641.75
Cash at end of period	<u>236,200.34</u>

**MOTRAN, INC. MONTHLY EXPENSE SUMMARY  
FOR THE MONTH OF Mar-19**

<b>EXPENDITURE CATEGORIES</b>	<b>MONTHLY EXPENSE</b>	<b>MDC</b>	<b>ODC</b>	<b>ODC Wifi</b>
Dues and Subscriptions				
Events and Expo's	\$2,000.00			
Food and Entertainment	\$349.01			
Gifts				
Health Insurance Reimbursement				
I-14 Initiative				
Insurance				
MOTRAN Marketing	\$864.76	\$432.38	\$432.38	
Other Marketing				
Misc. Expense	\$38.74			
Office Lease				
Office Supplies	\$1,351.79			
Payroll Salaries	\$18,560.00	\$7,530.00	\$7,530.00	\$3,000.00
Payroll Taxes	\$1,421.86	\$710.93	\$710.93	
Payroll Service Fee	\$107.36			
Retirement	\$366.00			
Postage	\$354.95			
Professional Services	\$1,800.00	\$466.00	\$466.00	
Program Supplies				
Travel	\$1,966.86	\$983.43	\$983.43	
Other Travel				
Utilities: Telephone & Internet	\$470.05			
ODC Wifi	\$6,000.00			\$6,000.00
<b>TOTAL EXPENSES</b>	<b>\$35,651.38</b>	<b>\$10,122.74</b>	<b>\$10,122.74</b>	<b>\$9,000.00</b>

**MOTRAN ALLIANCE, INC.**  
**March 2019/City EDC Funding Breakdown**

	<u>Budget</u> <u>FY2018-19</u>	<u>Current</u> <u>Month</u>	<u>YTD Amount</u>	<u>Remaining</u> <u>Balance</u>	<u>Percent</u> <u>Remaining</u>
<b>Revenue</b>					
Founding Members Dues	\$20,000.00	\$10,417.00	\$17,502.00	\$2,498.00	12%
Member Dues	\$50,000.00	\$20,000.00	\$51,250.00	(1,250.00)	100%
Midland Development Corp	\$95,000.00		\$47,500.00	\$47,500.00	0%
Odessa Development Corp	\$95,000.00		\$47,500.00	\$47,500.00	50%
ODC Study	\$75,000.00		\$37,500.00	\$37,500.00	50%
PBC Revenue	\$50,000.00		\$50,000.00	\$0.00	0%
Grants	\$20,000.00		\$20,000.00	\$0.00	0%
Interest Income	\$1,200.00	\$164.19	\$987.03	\$212.97	18%
Misc. Income	\$1,000.00	\$2,500.00	\$4,300.00	(\$3,300.00)	0%
<b>Total Revenues</b>	<b>\$407,200.00</b>	<b>\$33,081.19</b>	<b>\$276,539.03</b>	<b>\$130,660.97</b>	<b>41%</b>
<b>Expenditures</b>					
Dues & Subscriptions					
Events					
Food & Entertainment					
Gifts					
Health Ins. Reimbursement					
Insurance					
I-14 Initiative					
Miscellaneous Expenses					
Office Lease					
Office Supplies					
Payroll-Salaries	\$74,500.00	\$7,530.00	\$49,137.50	\$25,362.50	34%
Payroll-Service Fee					
Payroll Taxes	\$5,000.00	\$710.93	\$4,339.74	\$660.26	13%
Retirement					
Postage					
Marketing	\$5,000.00	\$432.38	\$4,505.09	\$494.91	10%
Other Marketing					
Program Supplies					
Telephone					
Travel Expenses	\$5,000.00	\$983.43	\$3,053.44	\$1,946.56	39%
Travel Other					
Professional Services	\$5,500.00	\$466.00	\$5,500.00	\$0.00	0%
<b>TOTAL EXPENSES</b>	<b>\$95,000.00</b>	<b>\$10,122.74</b>	<b>\$66,535.77</b>	<b>\$28,464.23</b>	<b>30%</b>

**MOTRAN ALLIANCE, INC.**  
**March 2019/City ODC Wifi Funding Breakdown**

	<u>Budget</u> <u>FY2018-19</u>	<u>Current</u> <u>Month</u>	<u>YTD Amount</u>	<u>Remaining</u> <u>Balance</u>	<u>Percent</u> <u>Remaining</u>
<b>Revenue</b>					
Founding Members Dues	\$20,000.00	\$10,417.00	\$17,502.00	\$2,498.00	12%
Member Dues	\$50,000.00	\$20,000.00	\$51,250.00	(\$1,250.00)	100%
Midland Development Corp	\$95,000.00		\$47,500.00	\$47,500.00	50%
Odessa Development Corp	\$95,000.00		\$47,500.00	\$47,500.00	50%
ODC Study	\$75,000.00		\$37,500.00	\$37,500.00	50%
PBC Revenue	\$50,000.00		\$50,000.00	\$0.00	0%
Grants	\$20,000.00		\$20,000.00	\$0.00	0%
Interest Income	\$1,200.00	\$164.19	\$987.03	\$212.97	18%
Misc. Income	\$1,000.00	\$2,500.00	\$4,300.00	(\$3,300.00)	0%
<b>Total Revenues</b>	<b>\$407,200.00</b>	<b>\$33,081.19</b>	<b>\$276,539.03</b>	<b>\$130,660.97</b>	<b>32%</b>
<b>Expenditures</b>					
<b>Mapping</b>					
Salaries	\$17,000.00	\$3,000.00	\$10,925.00	\$6,075.00	36%
Engineering/Contracted Services	\$50,000.00	\$6,000.00	\$6,000.00	\$44,000.00	93%
Production/Printing	\$4,000.00		\$0.00	\$4,000.00	100%
Contingencies	\$4,000.00			\$4,000.00	
<b>TOTAL EXPENSES</b>	<b>\$75,000.00</b>	<b>\$3,500.00</b>	<b>\$16,925.00</b>	<b>\$58,075.00</b>	<b>77%</b>

# INFRASTRUCTURE - INVESTMENT WORKSHEET

Donwntown Odessa, Inc. Infrastructure Improvement Program

**Company Name:** Twanda Corporation - Proteus Salon

**Company Address:** 112 W 5th, Odessa, TX 79761

**Owner Name:** Steve Sofge and Dale Jenkins

INFRASTRUCTURE INVESTMENT			
CODE IMPROVEMENT	EXPLANATION OF WORK	CODE MET	COST ESTIMATE
Roof	Clean and prep roof for new install		
	Remove all loose rock		
	Remove imbedded rock by spudding roof		
	Adhere recovery board to spudded built up system		
	Adhere 60 mil TPO membrane to recovery board		
	Flash all curbs, penetrations, exhaust pipes, vertical hanges to manufacturer's warranty requirements		
<b>INVESTMENT TOTAL:</b>			<b>\$91,583.41</b>

GRANT REQUEST			
TIER LEVEL	PERCENTAGE	100% OF ALLOWABLE GRANT FUNDS	TOTAL GRANT AVAILABLE
1	100%	\$45,791.70	\$45,791.70

OWNER INVESTMENT			
TIER LEVEL	PERCENTAGE	100% OF ALLOWABLE GRANT FUNDS	OWNER RESPONSIBILITY
1	100%	\$45,791.71	\$45,791.71

<b>TOTAL BUSINESS/PROPERTY INVESTMENT:</b>			<b>\$91,583.41</b>
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**Applicant Information**

Legal Name Tawanda Corp.  
 Business Name Proteus, Lease space (502 N. Lee), Lease Space (510 N. Lee)  
 Business Physical Address 112' N. 5<sup>th</sup> St.  
 City Odessa State TX Zip Code \_\_\_\_\_  
 Mailing Address (if different from above) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone Number (432) 770-1230 Cell Number (432) 227-8262  
 Email proteussalon@gmail.com  
 Applicant's Representative (and title) Dale Jenkins (Pres.); S. Sofge (V.P.)  
 Name of Directors or Partners \_\_\_\_\_  
Dale Jenkins, Steve Sofge  
 Is the business a sole proprietorship? Tawanda owned by D. Jenkins & S. Sofge  
 Are you applying for a façade grant or an infrastructure grant? infrastructure

I, the undersigned applicant, acknowledge that I am applying for a grant through Downtown Odessa, Inc., and that this application is only the first step of this process. I understand and acknowledge that once my application is complete it must be approved by the Design Committee of DOI, by the Board of Directors of the Odessa Development Corporation, and then by the City Council of the City of Odessa. I understand and acknowledge that not all qualifying projects receive funding and that even if my project meets all the design qualifications it may not be approved. I understand and acknowledge that any work I have completed or funds I have expended prior to the date of final approval of my application by the Odessa City Council is not eligible for reimbursement or inclusion under this program. I understand and acknowledge that the available funds under this program are limited and not all projects will be funded. I further understand and acknowledge that my participation in this program is voluntary and I waive any and all liability or claims I may have or may arise in association with my participation in this program on the part of DOI, the Odessa Development Corporation, and the City of Odessa.

Applicant Name and Title (Please Print) Steve Sofge VP Tawanda Corp.  
 Applicant Signature [Signature]  
 Date 12/11/18





## **Project Information**

**Answers must be provided by attachment**

**Applications received with answers written on this page will not be accepted**

### **General**

1. Provide general description of the Project.
2. List the uses for the property. If it is more than one use, show the square footage for each use.
3. Describe the project location, address and lot and block description.
4. Describe the project. Include in your answer, square footage, estimated cost, proposed use, type of facilities and whether the project is for a new or an expansion or modernization of existing facilities.
5. Describe the type, extent and the cost to abate any existing environmental concerns such as asbestos or lead paint.
6. Attach tax certificate showing that current taxes are paid.
7. Has the City or ODC provided any other incentives for the project? If so, please describe.
8. Will the project result in the addition of any new jobs? If so, describe how many new jobs, salary range and type.
9. Is your building currently listed for sale or in the process of being sold?
10. What is the estimated projected date of construction and operation?
11. Will the applicant be a tenant or owner and will there be a franchise arrangement? Please describe.
12. Describe any existing structures on the property and whether or not they will be removed or changed and in what way.
13. Describe plans for parking. If any new parking is to be added, describe type and square footage.
14. Describe any impact or special needs of the project regarding public parking, streets or utilities.
15. What type of incentives, and in what amount, is the applicant asking for?

### Infrastructure Improvement Program

Describe how the project complies with the following definition of "Qualifying Infrastructure Project":

A "Qualifying Infrastructure Project" means planned improvements, repairs, or remediations that are necessary to meet City Code requirements in order to promote or expand business enterprises, including but not limited to the following: environmental remediation, water-sewer-electric or gas utilities, fire suppression systems, and other approved site improvements necessary to satisfy code requirements.

Housing and projects for the general infrastructure needs of the city and not for the promotion and development of new or expanded business are not eligible.

THIS INFRASTRUCTURE PROJECT IS TO REPLACE THE ROOF AT 112 W. 5<sup>TH</sup> ST., ODESSA TX 79761 WHICH IS OWNED AS AN S CORP KNOWN AS TAWANDA CORP. GEORGE DALE JENKINS AND STEVE SOFGE ARE THE ONLY TWO MEMBERS OF THE BOARD AND ARE PRESIDENT AND VICE PRESIDENT RESPECTFULLY. IT IS NECESSARY TO PREVENT ANY FURTHER INTERIOR DAMAGE CAUSED BY MULTIPLE LEAKS CAUSED BY HAIL DAMAGE INCURRED ON JUNE 14, 2017.

#### Application Submission

Submit the completed application by mail or in person to:

Downtown Odessa, Inc.  
119 W. 4th Street #103  
P.O. Box 4398  
Odessa, Texas 79760-4398

## **Frequently Asked Questions**

1. **When can I start my project?**
  - Approval will not be given for any projects already started or completed. You must wait to begin until final approval has been given by the City Council.
  
2. **How long does the approval process take?**
  - The approval process can be rather lengthy. Here is the process:
    - i. Once your application is received in the Downtown Odessa, Inc. (DOI) offices, it is reviewed by the Executive Director. If any questions or concerns are noted by the Director, those will be addressed with the applicant.
    - ii. Once all relevant questions have been answered the Director will take the application to the Design Committee for review and approval.
    - iii. If approved by the Design Committee, the Executive Director will present the application to the Odessa Development Committee (ODC) for approval.
    - iv. If approved by ODC, a presentation will be made to the City's Finance Committee.
    - v. After presentation to the Finance Committee, the application will be presented to the City Council for final approval.
  - Depending on the date the application is submitted to the DOI offices, it can take up to 8 weeks.
  - If there are any concerns from any of the aforementioned groups, the process will take longer.
  
3. **Do I need to attend any of the meetings?**
  - Yes, all of them.
  
4. **How long does it take to be reimbursed?**
  - Once you have submitted all invoices and proof of payment to the DOI offices, the information is compiled and sent to the City's Legal Department.
  - The Legal Department reviews the information, compares it to the contract executed with the applicant, and upon completion of the review sends it to the City Auditor.
  - The Auditor ensures that all necessary permits were applied for and executed, a final inspection was conducted, verifies the final work represents the proposed work, verifies the grant amount requested vs. the amount actually spent, then submits the request back to the ODC Compliance Committee to sign off on the request.
  - The ODC Compliance Committee gives the authorization to the City's Finance Department, who will then issue the reimbursement check.
  - This process may take up to 4 weeks.

**5. How do I calculate what my reimbursement will be?**

- **Infrastructure Grants are reimbursed on a 50/50 basis meaning the grant can be reimbursed at 50% with the applicant investing 50% of their own funds in the project. The amount of the grant is dependent on the tiered system, but in no event will be more than \$200,000.**
  - i. **For example, if your property is located within Tier 1, and your total project cost is \$100,000, you are eligible to receive up to \$50,000 for a Qualifying Infrastructure Project.**
  - ii. **If your property is located in Tier 2, and your total project cost is \$100,000, you are eligible to receive up to \$37,500 for a Qualifying Infrastructure Project.**
- **Façade Grants are reimbursed on an 80/20 basis meaning the grant can be reimbursed at 80% with the applicant investing 20% of their own funds in the project. The amount of the grant is dependent on the tiered system, but in no event will be more than \$25,000.**
  - i. **For example, if your business is located in Tier 1, you can receive up to 100% of the total grant, which is \$25,000**
  - ii. **Your total project cost would need to be at least \$31,250 making the \$25,000 grant 80% of the total cost**
  - iii. **20% owner participation would be \$6,250.**

**6. Is there a time line for finishing the project?**

- **Yes. The project must be completed within one year of approval date.**

**7. What if I sell my building/business after I receive a grant?**

- **If you sell your building/business within one year after receiving a façade or infrastructure grant, you will be required to pay back 100% of monies received.**
- **If you sell your building/business within two years after receiving a façade or infrastructure grant, you will be required to pay back 50% of monies received.**

**8. I own a building but I lease it out to someone else. Can my lessee apply for a grant?**

- **Yes.**

**EXPLANATION OF THE  
PROCESS OF PROCURING  
FUNDS TO REPLACE ROOF AT  
112 W. 5<sup>TH</sup> ST., ODESSA, TX.  
79761**

**George Dale Jenkins and myself, Steve Sofge, own the building at 112 W. 5<sup>th</sup> St., Odessa, TX 79761, also known as the Tawanda Corporation.**

**On June 14, 2017 the city of Odessa received considerable hail damage throughout the city. Downtown Odessa was included in the areas which received considerable hail damage. We contacted our insurance company, United Fire, who shortly thereafter sent an adjuster to assess the damage. In his opinion, there was no damage. Following that, we recruited three private adjustors who all agreed that the roof had indeed suffered a significant amount of hail damage, not only the roof but to the six air conditioning units on the roof. Each provided their finding to United Fire who contended there had been no damage.**

**At this point we were contacted by Claim Nation, a company that goes into areas of significant natural disaster and appoint a public adjustor of their choosing and if that individuals findings are not accepted by the insurance agency, Claim Nation begins litigation to seek an award for their client. The contract stipulates that if successful, Claim Nation would receive 10% of the award and in addition to that there would be other fees, such as legal fees, which would also be taken out of the insurance award. If there was no award, it was documented that Tawanda Corp. would not owe Claim Nation a fee.**

**When signing with Claim Nation, individuals also sign a document binding them to use ECR Construction to repair the issue.**

**18 months later we were contacted by Claim Nation who informed us of the result of the litigation. Please refer to "Documents Related to Insurance Award and Incurred Fees" to understand what award was given and what fees were incurred to arrive at the amount we were ultimately awarded to replace the roof.**

**The amount awarded does not include enough to replace the six damaged air conditioners, but is enough to replace the roof. We were given the opportunity to seek the full award but declined because there was no guarantee we would win and the second round of litigation could take up to two years before being finalized. The roof is damaged to the point that we decided to take the monies being offered by the insurance company and not go forward with more litigation.**

# **ATTACHMENT**

# **A**



# ECTOR COUNTY APPRAISAL DISTRICT

Anita Campbell, RPA, RTA, Tax Assessor/Collector

1301 E. 8th Street  
 Odessa, TX 79761-4726  
 (432) 332-6834 phone  
 info@ectorcad.org - email  
 www.ectorcad.org - website

**PROPERTY OWNER**  
**TAWANDA CORP**  
**112 W 5TH ST**  
**ODESSA, TX 79761-5022**

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE
ODE	CITY OF ODESSA

## RECEIPT for Account # 22000.01630.00000

**PROPERTY DESCRIPTION**

**ORIGINAL TOWN**  
**BLOCK 28**  
**LOTS 16-18**

The 2018 taxes have NOT been calculated.

Exemptions Granted:

Property Location: **112 W 5TH ST**

Tax Year	Jurisdiction Codes	Taxable Value	Tax Rate per \$100 Value	Taxes Paid	Penalty & Interest Paid
2018	COU	245,899	0.39700	976.22	
2018	ECISD	245,899	1.27957	3,146.45	
2018	HOS-	245,899	0.11272	277.18	
2018	OC	245,899	0.19966	490.96	
2018	ODE	245,899	0.47660	1,171.96	

Attorney Status:

Transaction Date: **1/8/2019 3:17:34 PM**

Paid by: **TAWANDA CORP**

Check #: **13401**

Posted Date: **January 2019**

Cashier ID: **VSANCHEZ**

Total

**6,062.77**

**0.00**

Late Fees: **0.00**

Attorney Fees: **0.00**

Total Amount Paid: **6,062.77**

Balance Due:

**\$0.00**

If Paid this Month

ECADPROD



# ECTOR COUNTY APPRAISAL DISTRICT

Anita Campbell, RPA, RTA, Tax Assessor/Collector

1301 E. 8th Street

Odessa, TX 79761-4726

(432) 332-6834 phone

info@ectorcad.org - email

www.ectorcad.org - website

**PROPERTY OWNER**  
**PROTEUS**  
**C/O JENKINS DALE**  
**112 W 5TH ST**  
**ODESSA, TX 79761-5022**

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
HOS-OC	ECTOR CO HOSPITAL DIST
ODE	ODESSA COLLEGE
	CITY OF ODESSA

## RECEIPT for Account # 99200.34376.00000

**PROPERTY DESCRIPTION**  
**BUSINESS PERSONAL PROPERTY**  
**INV-FURN&FIXTURES-MACH&EQUIP-SUPP-VEH**

The 2018 taxes have NOT been calculated.

Exemptions Granted:

Property Location: **112 W 5TH ST**

Tax-Year	Jurisdiction Codes	Taxable Value	Tax Rate per \$100 Value	Taxes Paid	Penalty & Interest Paid
2018	COU	3,288	0.39700	13.05	
2018	ECISD	3,288	1.27957	42.07	
2018	HOS-	3,288	0.11272	3.71	
2018	OC	3,288	0.19966	6.57	
2018	ODE	3,288	0.47660	15.67	
<b>Total</b>				<b>81.07</b>	<b>0.00</b>

Attorney Status:  
 Transaction Date: **1/8/2019 3:17:43 PM**  
 Paid by: **TAWANDA CORP**  
 Check #: **13401**  
 Posted Date: **January 2019**  
 Cashier ID: **VSANCHEZ**

Late Fees: **0.00**  
 Attorney Fees: **0.00**  
 Total Amount Paid: **81.07**

Balance Due: **\$0.00**

If Paid this Month

ECADPROD

## **Odessa Downtown Project Information**

### **Responses to general questions:**

- 1. Provide a general description of the Project.** This proposal is for the replacement of a hail damaged roof of the 9000 square foot Tawanda Building located at 112 W. 5<sup>th</sup> St., Odessa, Texas 79761.
- 2. List the uses for the property. If it is used for more than one use, show the square footage for each use.** This building is currently housing a 4000 sq. ft. apartment, a 2000 sq. ft. apartment, a 4,500 sq. ft. hair salon, a 1,500 sq. ft. space rented to N Brito (an engineering firm), and 1000 sq. ft. of storage space.
- 3. Describe the project location, address and lot and block description.** The building is located at 112 W. 5<sup>th</sup> St, Odessa, TX 79761. This property is located in Original Town, lot 16, block 28.
- 4. Describe the project. Include in your answer, square footage, estimated cost, proposed use, type of facilities and whether the project is for a new or an expansion or modernization of existing facilities.** The property is 13,000 sq. ft., 9000 sq. ft. of actual roof, the cost is \$91,583.41. We have signed a contract with ECR Construction for the cost of \$91,583.41. The roofing is used to protect the internal contents of the building and bring it up to code. The facilities in the building include 2 apartments, one hair salon, and a rental space currently leased to an engineering firm.
- 5. Describe the type, extent and the cost to abate any existing environmental concerns such as asbestos or lead paint.** This project does not require any abatement of environmental elements.
- 6. Attach tax certificate showing that the current taxes are paid.** See attachment A.
- 7. Has the city or ODC provided any other incentives for the project? If so, please describe.** This is Tawanda Corporation's first application for any downtown economic development funds.
- 8. Will the project result in the addition of any new jobs? If so, describe how many new jobs, salary range and type.** Unless there is a change in function of the building, there should be very few changes to the number of individuals employed at this address. It is always possible to hire more hair dressers and nail techs or introduce another service to the salon, or for the engineering firm to hire more people, but that remains unknown.
- 9. Is your building currently listed for sale or in the process of being sold? We are not looking to sell the building in the near future.**
- 10. What is the estimated projected date of construction and operation? The roofing contractor is ready to begin as soon as possible. They have agreed to wait until the process of seeking an economic development incentive is complete.**
- 11. Will the applicant be a tenant or owner and will there be a franchise arrangement? Please describe.** The applicant is the owner of the building, Tawanda Corp, and there are no plans to franchise any of its uses.

- 12. Describe any existing structures on the property and whether or not they will be removed or changed in any way. The only alteration to the building in this application, is the removal of the damaged roof and the replacement with a new roof.**
- 13. Describe plans for parking. If any new parking is to be added, describe type and square footage. There are no plans to alter the current parking situation, which currently consists of two parking lots, a concrete parking lot on the west side of the building and an asphalt parking lot on the east side of the building.**
- 14. Describe any impact or special needs of the project regarding public parking, streets or utilities. There will be no impact or special needs of the project regarding public parking, streets or utilities.**
- 15. What type of incentives, and in what amount, is the applicant asking for? This is an infrastructure project. The building is located in Tier 1 which allows for up to 100% of the 50% of grant funds available, which in this case would be \$45,791.71 since we have a signed contract with ECR Construction.**

ECR Construction, LLC  
9609 Boat Club Road  
Fort Worth, TX 76179  
Office: 817-210-6000  
[www.ECRconstruction.com](http://www.ECRconstruction.com)



September 29, 2018

Tawanda Corp  
Steve Sofge  
112 W. 5<sup>th</sup>  
Odessa, TX 79761

## ROOFING PROPOSAL

We are pleased to submit this proposal for installing new roof systems at Tawanda Corp located at address listed above for the Owner(s). This proposal includes both labor and materials for the work as described below. This proposal is limited to the roof section pictured below and outlined in red.



ECR Construction, LLC  
9609 Boat Club Road  
Fort Worth, TX 76179  
Office: 817-210-6000  
[www.ECRconstruction.com](http://www.ECRconstruction.com)



### **SCOPE OF WORK**

1. Clean and prep roof for new install
2. Remove all loose rock
3. Remove imbedded rock by spudding roof
4. Adhere recovery board to spudded built up system
5. Adhere 60 mil TPO membrane to recovery board.
6. Flash all curbs, penetrations, exhaust pipes, vertical changes to manufacturer's warranty requirements.
7. This roof comes with a 20-year NDL warranty for both labor and material.

### **EXCLUDES**

1. Any structural deficiencies and/or conditions.
2. Any plumbing, electrical and mechanical work.
3. Framing, wood blocking, metal canopies or prefabbed metal decks.
4. Bonds, permits, testing and submittals.
5. Work not specified in line items above.

### **PROJECT TERMS AND CONDITIONS**

1. Contractor shall carry General Liability Insurance and Workers Compensation.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project.
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Contractor shall not be responsible for existing building conditions such as but not limited to: trapped moisture in the existing roof, leaking roof, walls, windows, gutters, interior drains, pipes, air conditioning equipment, ducts, vents, fans, parapets, mansards, waterlines, electrical lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to interior of building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roof system, multiple roofs, the existence of mold and/or asbestos containing materials, results of the placement of new materials on the existing roof, normal construction foot traffic, and spalling from fasteners on concrete decks.
5. Payment Schedule shall be as follows with all invoices due upon receipt:
  - \$36,129.54 upon material delivery.
  - \$36,129.54 upon completion.
  - \$19,324.33 upon customer receipt of recoverable depreciation.
6. This proposal, if accepted, shall become the entire agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.

ECR Construction, LLC  
9609 Boat Club Road  
Fort Worth, TX 76179  
Office: 817-210-6000  
[www.ECRconstruction.com](http://www.ECRconstruction.com)



7. Price is good for delivery of materials for 30 days from the date of this proposal.

**TOTAL VALUE OF WORK AS OUTLINED ABOVE:**

\$91,583.41

Submitted By,

Justin Coleman, Owner

Britt Elliot, Owner

Blake Bolin, Owner

Ell-Co Roofing & Construction, LLC

ACCEPTED

Company: Tawanda Corp.

Printed Name: SIEVE SOFGE

Authorized Signature: [Signature]

Title: VP Tawanda Corp.

Date: 12 / 11 / 18

## INFRASTRUCTURE - INVESTMENT WORKSHEET

Donwntown Odessa, Inc. Infrastructure Improvement Program

**Company Name:** Martinez Assets Management, LLC

**Company Address:** 400 E 7th Street, Odessa, TX 79761

**Owner Name:** Manuel and/or Linda Martinez

INFRASTRUCTURE INVESTMENT			
CODE IMPROVEMENT	EXPLANATION OF WORK	CODE MET	COST ESTIMATE
Roof Repair	Re-roof and seal		\$24,420.00
Plumbing	Plumb drain lines and move water lines for the hot water heater - Will require busting the cement floor to tie in the drain lines		\$15,200.00
HVAC	Install one 14 seer 4 ton system - furnace coils, new lines, new t-stat, repair duct work Install one 14 seer 4 ton system - change out furnace, coils, new lines and new t-stat Install one 14 seer 5 ton system - new lines, new copper, new t-stat		\$24,681.00
Electrical	Rebuild new electrical services, Indoor load center change out, Power to roof top unites, Permits and Install new wire to indoor load centers		\$9,200.00
<b>INVESTMENT TOTAL:</b>			<b>\$73,501.00</b>

GRANT REQUEST			
TIER LEVEL	PERCENTAGE	50% OF ALLOWABLE GRANT FUNDS	TOTAL GRANT AVAILABLE
3	50%	\$36,750.50	\$18,375.25

OWNER INVESTMENT			
TIER LEVEL	PERCENTAGE	50% OF ALLOWABLE GRANT FUNDS	OWNER RESPONSIBILITY
3	50%	\$36,750.50	\$55,125.75

<b>TOTAL BUSINESS/PROPERTY INVESTMENT:</b>			<b>\$73,501.00</b>
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Applicant Information

Legal Name MANUEL MARTINEZ

Business Name MARTINEZ ASSETS MANAGEMENT, LLC.

Business Physical Address 400 E. 700<sup>TH</sup> ST.

City ODESSA State TEXAS Zip Code 79761

Mailing Address (if different from above) 8019 S. WAGON WHEEL AVE.

City ODESSA State TEXAS Zip Code 79766

Phone Number 432-215-2119 Cell Number 432-553-8519

Email MANTMAR1980@GMAIL.COM

Applicant's Representative (and title) PRESIDENT

Name of Directors or Partners MARIA ERLINDA MARTINEZ

Is the business a sole proprietorship? YES

Are you applying for a façade grant or an infrastructure grant? INFRASTRUCTURE

I, the undersigned applicant, acknowledge that I am applying for a grant through Downtown Odessa, Inc., and that this application is only the first step of this process. I understand and acknowledge that once my application is complete it must be approved by the Design Committee of DOI, by the Board of Directors of the Odessa Development Corporation, and then by the City Council of the City of Odessa. I understand and acknowledge that not all qualifying projects receive funding and that even if my project meets all the design qualifications it may not be approved. I understand and acknowledge that any work I have completed or funds I have expended prior to the date of final approval of my application by the Odessa City Council is not eligible for reimbursement or inclusion under this program. I understand and acknowledge that the available funds under this program are limited and not all projects will be funded. I further understand and acknowledge that my participation in this program is voluntary and I waive any and all liability or claims I may have or may arise in association with my participation in this program on the part of DOI, the Odessa Development Corporation, and the City of Odessa.

Applicant Name and Title (Please Print) MANUEL MARTINEZ

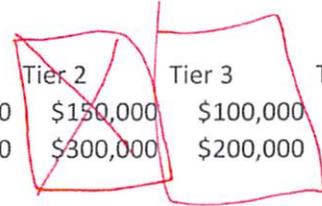
Applicant Signature 

Date 10/16-18



	Tier 1	Tier 2	Tier 3	Tier 4
Façade Grant				
Grant Max (80%)	\$25,000.00	\$18,750.00	\$12,500.00	\$6,250.00
Project Requirement to receive full amount of tiered grant	\$31,250.00	\$23,437.50	\$15,625.00	\$7,812.50
Applicant Responsibility (20%)	\$6,250.00	\$4,687.50	\$3,125.00	\$1,562.50

	Tier 1	Tier 2	Tier 3	Tier 4
Infrastructure Grant				
Grant Max	\$200,000	\$150,000	\$100,000	\$50,000
Project Requirement to receive full amount of tiered grant	\$400,000	\$300,000	\$200,000	\$100,000



total Project = 73,501  
 50% Resp = 36,750.50  
 50% Tier = 18,375  
 Grant Reimb.

owner Resp.

Total Project = 73,501.00

50% resp. = 36,750.50

75% Tier = 27,562.88

Grant Reimb.

Owner Resp.  $\frac{10}{p}$  Grant = 9,187.62

Total owner Resp = 45,938.12

\$ 73,501

50/50 = 36,750

50% Tier = 18,375 - Grant Reimb  
3

Owner Resp.  $\bar{p}$  Grant = 18,375

Total owner Resp = 55,125.75

**Project Information**  
**Answers must be provided by attachment**  
**Applications received with answers written on this page will not be accepted**

**General**

1. Provide general description of the Project.
2. List the uses for the property. If it is more than one use, show the square footage for each use.
3. Describe the project location, address and lot and block description.
4. Describe the project. Include in your answer, square footage, estimated cost, proposed use, type of facilities and whether the project is for a new or an expansion or modernization of existing facilities.
5. Describe the type, extent and the cost to abate any existing environmental concerns such as asbestos or lead paint.
6. Attach tax certificate showing that current taxes are paid.
7. Has the City or ODC provided any other incentives for the project? If so, please describe.
8. Will the project result in the addition of any new jobs? If so, describe how many new jobs, salary range and type.
9. Is your building currently listed for sale or in the process of being sold?
10. What is the estimated projected date of construction and operation?
11. Will the applicant be a tenant or owner and will there be a franchise arrangement? Please describe.
12. Describe any existing structures on the property and whether or not they will be removed or changed and in what way.
13. Describe plans for parking. If any new parking is to be added, describe type and square footage.
14. Describe any impact or special needs of the project regarding public parking, streets or utilities.
15. What type of incentives, and in what amount, is the applicant asking for?

# Application Information ODC Grant

1. **Building infrastructure grant**
  - A. **Dry Cleaners - 1000 square feet**
  - B. **Immigration Services - 1000 square feet**
  - C. **Insurance and Tax service - 1000 square feet**
3. **400 E. 7<sup>th</sup>, Original Town, Block57, N/2 of Lot 4**
4. **Improve infrastructure to existing facilities**
5. **Owner is unaware Of any prior existing asbestos or lead paint environmental concerns.**
- 6.
7. **No**
8. **Owner is leasing office spaces only, unaware of any additional jobs that may be created**
9. **No**
10. **The estimated date is as soon as grant funding is approved.**
11. **At this time there will not be a franchise arrangement by the owner.**
12. **The existing structure on the property will not be removed, the only changes will be to the building infrastructure.**
13. **New parking will not be added, existing parking will remain in front and on the west side of the building.**
14. **Owner is unaware of impact to the public.**
15. **Estimated amount & 60,000**

**Infrastructure Grant, Question #6. The goal for the grant is to improve and upgrade the existing facilities. The electrical, plumbing, heating & AC, roof & any other improvements that will bring the facility up to city code & receive a certificate of occupancy.**

**Ector County Appraisal District**  
 1301 E 8th Street  
 Odessa, Texas 79761-4703  
 Phone: 432-332-6814  
 Fax: 432-332-1726

**Last Update-Appraisal Info: October 9, 2018**  
**Last Update-Unpaid Tax Amounts: November 1, 2018**  
**Payments made after this date are not reflected in UNPAID TAX AMOUNTS.**

Account Number: 22000.04000.00000  
 Parcel Number: R100052284

<p><u>Owner's Information</u>                  MARTINEZ MANUEL T &amp; MARIA ERLINDA                  8019 S WAGON WHEEL AVE                  ODESSA, TX 79766-1217</p> <p><u>Property Location</u>                  400 E 7TH ST</p>	<p><u>Property Legal Description</u>                  ORIGINAL TOWN                  BLOCK 57                  N/2 OF LOT 4</p> <p><u>Land Size</u>                  0.1607</p> <p><u>Undivided Interest Percent</u>                  1.000000</p>
---	--

**DEED & EXEMPTION INFORMATION**

Name	Year	Date	Vol / Pg	Inst.#	Exemptions
MARTINEZ MANUEL T & MARIA ERLINDA	2019	8/12/2010	/	2010-00011407	None

**IMPROVEMENT INFORMATION**

Description	Year	SQFT	Value
ASPM - ASPHALT	1980	3780	\$6,142
44PM - RETAIL STORE	1959	2937	\$51,897

**PROPERTY VALUES**

	2019	2018	2017	2016	2015
TOTAL IMPROVEMENT VALUE	\$58,039	\$63,229	\$62,114	\$62,114	\$62,587
LAND MARKET VALUE	\$20,860	\$20,860	\$20,860	\$20,860	\$20,860
PRODUCTIVITY VALUE	\$0	\$0	\$0	\$0	\$0
TOTAL MARKET VALUE	\$78,899	\$84,089	\$82,974	\$82,974	\$83,447
10% HOMESTEAD CAP LOSS	\$0	\$0	\$0	\$0	\$0
APPRAISED VALUE	\$78,899	\$84,089	\$82,974	\$82,974	\$83,447

**JURISDICTION VALUES & TAX RATES**

	2019 Value	2018 Value	2017 Value	2016 Value	2015 Value
CITY OF ODESSA	\$78,899 0.004766 \$376.03	\$84,089 0.004765 \$397.83	\$82,974 0.004932 \$408.32	\$82,974 0.004706 \$390.50	\$83,447 0.004706 \$393.00
ECTOR COUNTY	\$78,899 0.003970 \$313.23	\$84,089 0.003970 \$333.83	\$82,974 0.003872 \$320.90	\$82,974 0.003700 \$307.00	\$83,447 0.003350 \$277.65
ECTOR COUNTY I S D	\$78,899 0.012796 \$1,009.59	\$84,089 0.012796 \$1,075.98	\$82,974 0.011496 \$954.77	\$82,974 0.011500 \$954.00	\$83,447 0.011500 \$959.34
ECTOR CO HOSPITAL DIST	\$78,899 0.001127 \$88.92	\$84,089 0.001127 \$94.79	\$82,974 0.001179 \$97.60	\$82,974 0.000825 \$68.40	\$83,447 0.000733 \$61.10
ODESSA COLLEGE	\$78,899 0.001997 \$157.56	\$84,089 0.001997 \$167.89	\$82,974 0.002064 \$171.30	\$82,974 0.002047 \$169.80	\$83,447 0.001912 \$158.60
TOTAL ESTIMATED TAX AMOUNT	\$1,945.33	\$2,075.98	\$2,000.77	\$1,945.33	\$1,945.33

**ORIGINAL TAX AMOUNTS**

Year	TAX	ISD	OC	COU	HOS	ODE	ECUD	GOL	FMLR	CED
2018	\$2,073.26	\$1,075.98	\$167.89	\$333.83	\$94.79	\$400.77	\$0.00	\$0.00	\$0.00	\$0.00

**UNPAID TAX AMOUNTS**

Year	Balance	ISD	OC	COU	HOS	ODE	ECUD	GOL	FMLR	CED
2018	\$2,073.26	\$1,075.98	\$167.89	\$333.83	\$94.79	\$400.77	\$0.00	\$0.00	\$0.00	\$0.00
			Pen/Int: \$0.00		Atty Fee: \$0.00		Total Due: <b>\$2,073.26</b>			

Total due for all years: **\$2,073.26**

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# ECTOR COUNTY APPRAISAL DISTRICT

Anita Campbell, Tax Assessor/Collector

1301 E. 8th Street

Odessa, TX 79761-4726

(432) 332-6834 phone (432) 332-1726 fax

info@ectorcad.org - email

www.ectorcad.org - website

**PROPERTY OWNER**  
**MARTINEZ MANUEL T & MARIA ERLINDA**  
**8019 S WAGON WHEEL AVE**  
**ODESSA, TX 79766-1217**

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE
ODE	CITY OF ODESSA

## RECEIPT for Account # 22000.04000.00000

**PROPERTY DESCRIPTION**  
**ORIGINAL TOWN**  
**BLOCK 57**  
**N/2 OF LOT 4**

Exemptions Granted:

Property Location: **400 E 7TH ST**

Tax Year	Jurisdiction Codes	Taxable Value	Tax Rate per \$100 Value	Taxes Paid	Penalty & Interest Paid
2017	COU	82,974	0.38721	321.28	
2017	ECISD	82,974	1.14957	953.85	
2017	HOS-	82,974	0.11792	97.84	
2017	OC	82,974	0.20642	171.27	
2017	ODE	82,974	0.49325	409.27	
<b>Total</b>				<b>1,953.51</b>	<b>0.00</b>

Attorney Status:  
 Transaction Date: **12/12/2017 11:49:56 AM**  
 Paid by: **MARTINEZ MANUEL T & MARIA ERLINDA**  
 Check #: **287**  
 Posted Date: **December 2017**  
 Cashier ID: **ARANGEL**  
 ECADPROD

Late Fees: **0.00**  
 Attorney Fees: **0.00**  
 Total Amount Paid: **1,953.51**

Balance Due: **\$0.00**

If Paid this Month

**SCOPE OF WORK**

Fat Matt Permian Basin  
 2101 N. Grandview  
 Odessa, TX 79761  
 (432) 271-4567

**Sales Representative**  
 Matt Alderson  
 (432) 258-5877  
 matthew@fatmattroofing.com



**Linda Martinez**  
**Job #3337 - 400 E 7th St, Odessa (Linda Martinez)**  
 400 E 7th St  
 Odessa, TX 79762  
 (432) 553-8519

**Estimate #** 2997  
**Date** 9/27/2018

Item	Description	Qty	Price	Amount
<b>Materials</b>				
60 Mil TPO	10 x 100 Roll	3.00	\$0.00	\$0.00
60 Mil TPO 1/2 Roll	5 x 100	3.00	\$0.00	\$0.00
ISO Board-3.5"		37.00	\$0.00	\$0.00
TPO Bonding Adhesive	5 Gal	10.00	\$0.00	\$0.00
TPO-3" ISO Plate	1000/Box	3.00	\$0.00	\$0.00
5" #12 Screws	1,000/Box	3.00	\$0.00	\$0.00
TPO Caulk-Flexseal		10.00	\$0.00	\$0.00
TPO Cover Tape	White	1.00	\$0.00	\$0.00
TPO Cut Edge Sealant	White	4.00	\$0.00	\$0.00
TPO Detail Membrane	24" x 50'	1.00	\$0.00	\$0.00
TPO Pourable Sealant	2pt	1.00	\$0.00	\$0.00
TPO Pourable Sealant Pocket		4.00	\$0.00	\$0.00
TPO Seam Cleaner	1 Gal	4.00	\$0.00	\$0.00
TPO T Joint Patch		20.00	\$0.00	\$0.00
TPO Termination Bar	Metal-10ft Sticks	35.00	\$0.00	\$0.00
TPO Universal Corners	20 Ct	1.00	\$0.00	\$0.00
TPO Vent Boot	White	4.00	\$0.00	\$0.00
Metal Decking	16 Gauge Metal Decking for Main Roof	60.00	\$0.00	\$0.00
NP-1 Sealant		10.00	\$0.00	\$0.00
Sales Tax		1.00	\$0.00	\$0.00
<b>Labor</b>				
Installation Labor-TPO		40.00	\$0.00	\$0.00

Item	Description	Qty	Price	Amount
Dumpster Load	Approx 20 yards, 4 tons of debris	1.00	\$0.00	\$0.00
Estimate Total		1.00	\$24,420.00	\$24,420.00

Sub Total	\$24,420.00
Total	\$24,420.00

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**M O R E I N F O**



# FOUR SEASONS PLUMBING

Residential & Commercial

432-580-5553

T.P.L. # - 15871

Date 09-17-2018

Proposal No. 18-0917-E

**PROPOSAL SUBMITTED**

**WORK TO BE PERFORM AT**

Manuel Martinez  
400 E. 7<sup>th</sup>.  
Odessa, Texas 79761

A-1 Cleaners  
400 E. 7<sup>th</sup>.  
Odessa, Texas 79761

**Proposal**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:  
Re plumb drain lines for 4 washer machines, and move water lines for hot water heater.  
Cement floor will have to be busted in order to tie plumbing for washer drains into existing plumbing.

**CARPENTRY, ELECTRICAL , ANY ASBESTOS TESTING OR REMOVAL IS NOT INCLUDED.**

**PLUMBING WILL HAVE TO BE PERMITTED AND INSPECTED BY CITY OF ODESSA,**

**EXTRA CHARGE;**

**\*\*\*Fifteen Thousand Two Hundred Dollars and no/100s(\$15,200.00)\*\*\*plus tax  
Due upon receipt.**

**Extra Charges due upon receipt  
Work will be done during regular hours 8:30 to 5:00 Mon-Fri.**

Any alteration or deviation from above specifications involving extra cost, will be executed only upon approval and will become an extra charge over and above the estimate. We do plumbing only. Plumbing permits will be pulled by Four Seasons Plumbing LLC.  
All agreements contingent upon weather, strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Liability insurance on above work to be taken out by FOUR SEASONS PLUMBING.  
Respectfully submitted,

Doyle D. Shoemaker -owner-Four Seasons Plumbing LLC

**NOTE-THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 15 DAYS  
\*\*\*\*\*ACCEPTANCE OF PROPOSAL \*\*\*\*\***

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
- SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Doyle D. Shoemaker- Four Seasons Plumbing LLC

# Proposal

MANNY MARTINEZ

PROPOSAL SUBMITTED TO: MANUEH MARTINEZ	JOB NAME: 800 E. 7th	JOB #
ADDRESS: Odessa, Tx	JOB LOCATION: 7th & Hancock	DATE OF PLANS: 09-04-18
PHONE #: 215-2119	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

Rebuild New Electrical Services = 3,240<sup>00</sup>

Indoor Load Center Change out = 2,100<sup>00</sup>

Power to Roof Top Units = 2,700<sup>00</sup>

Permits = 450<sup>00</sup>

Install New wire to Indoor Load Centers = 710<sup>00</sup>

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ Nine Thousand Two Hundred Dollars

with payments to be made as follows: 50% up front, 25% Service Approval, 25% Electrical Final

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Respectfully submitted

*Paul Sanchez*

Note - this proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

## General Provisions

1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within \_\_\_\_\_ days from the due date of payment shall be deemed a material breach of this contract.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of \_\_\_\_\_ days following completion.

Note: This form is not a substitute for the advice of an attorney. Legal advice of any nature should be sought from competent, independent, legal counsel in the relevant jurisdiction. Absolutely no warranties are made regarding the suitability of this form for any particular purpose.

# Proposal

PAUL GARCIA Electrical Service  
 1115 West Ave.  
 Odessa, Tx. 79761  
 352-6659

PROPOSAL SUBMITTED TO: Manuel Martinez		JOB NAME 800 E. 7th	JOB #
ADDRESS Odessa, Tx.		JOB LOCATION 7th & Hancock	DATE OF PLANS
PHONE # 215-2119	FAX #	DATE 09-04-18	ARCHITECT

We hereby submit specifications and estimates for: **Install Three New 125 AMP Electrical Services with AN outdoor Load-Center AND All Grounding Required.**

Install wiring up to existing wire on Building AND tie in to provide power to existing Indoor Load Center.

Change out existing indoor Load Centers AND Breakers.

Install Power to Roof Top A/C units AND ALL Safety Equipment Required

Contractor to provide ALL Parts, Labor, AND HAVE City Permits AND inspections.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ Nine Thousand Two Hundred Dollars

with payments to be made as follows: 50% to start work AND 25% After Service Approval AND 25% After Job 100% Completed

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

*Paul Garcia*

Note - this proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

## General Provisions

1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within \_\_\_\_\_ days from the due date of payment shall be deemed a material breach of this contract.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of \_\_\_\_\_ days following completion.

Note: This form is not a substitute for the advice of an attorney. Legal advice of any nature should be sought from competent, independent, legal counsel in the relevant jurisdiction. Absolutely no warranties are made regarding the suitability of this form for any particular purpose.

F.L Services  
 3617 Maple Ave  
 Odessa, TX 79762  
 4325528127



## ESTIMATE

### ADDRESS

Manuel & Maria Martinez  
 8019 S. Wagon Wheel  
 Ave  
 Odessa, TX 79766

ESTIMATE # 1037

DATE 09/21/2018

EXPIRATION 10/31/2018

DATE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/21/2018	Hvac install	Goodman system 14 Seer 4 ton system Furnace,coil,cond. , new line sets 7/8 and 3/8 copper, new t stat with fixing ductwork some room tax office.	1	7,500.00	7,500.00T
09/21/2018	Hvac install	Middle office Goodman 14 Seer 4 ton system change out furnace , coil, cond. with new line sets 7/8 and 3/8 copper new t stat.	1	6,800.00	6,800.00T
09/21/2018	Hvac install	Cleaner office replace with a 5 ton system Goodman 14 Seer change out. Elect. heater , cond. new line sets 7/8 and 3/8 copper new t stat.	1	8,500.00	8,500.00T

Units come with 5 year warranty on parts and labor.

We are moving the condensers from the top of the roof to the east side of the building to stop any roof leaks cause by the condensers.

Upgrading all systems up to the city codes require in Odessa Tx. We will be pulling a city permits for all systems .

SUBTOTAL	22,800.00
TAX	1,881.00

**TOTAL**

**\$24,681.00**

**Accepted By**

**Accepted Date**

## FACADE - Exhibit A

Donwntown Odessa, Inc. Facade Improvement Program

**Company Name:** Gilbert Alaniz and Catalina Nunez

**Company Address:** 116 N Texas Ave., Odessa, TX 79761

**Owner Name:** Gilbert Alaniz and Catalina Nunez

FACADE INVESTMENT		
IMPROVEMENT	EXPLANATION OF WORK	COST ESTIMATE
Doors/Windows	Remove front door and window and replace with wrought iron door and a new front window	
Awning	Install new overhead awning across door and window	
Exterior Surface	Stucco north and south side of building	
Clean up	Remove debris	
<b>INVESTMENT TOTAL:</b>		<b>\$14,622.00</b>

GRANT REQUEST		
TIER LEVEL	PERCENTAGE AVAILABLE	GRANT AVAILABLE
3	50%	\$5,848.80

OWNER INVESTMENT		
TIER LEVEL	PERCENTAGE AVAILABLE	OWNER RESPONSIBILITY
3	50%	\$8,773.20

<b>TOTAL BUSINESS/PROPERTY INVESTMENT:</b>	<b>\$14,622.00</b>
--	--------------------

**Applicant Information**

Legal Name Gilbert Alaniz Catalina Nuñez  
Business Name DBA as Gilbert Alaniz Catalina Nuñez  
Business Physical Address 116 N. Texas Avenue  
City Odessa State Texas Zip Code 79761  
Mailing Address (if different from above) PO Box 70043  
City Odessa State Texas Zip Code 79769  
Phone Number 432-557-8196 Cell Number 432-557-8196  
Email gkcknunez@aol.com  
Applicant's Representative (and title) Gilbert Alaniz <sup>owner</sup> / Catalina Nuñez <sup>owner</sup>  
Name of Directors or Partners No Directors or Partners

Is the business a sole proprietorship? Sole proprietorship  
Are you applying for a façade grant or an infrastructure grant? Facade

I, the undersigned applicant, acknowledge that I am applying for a grant through Downtown Odessa, Inc., and that this application is only the first step of this process. I understand and acknowledge that once my application is complete it must be approved by the Design Committee of DOI, by the Board of Directors of the Odessa Development Corporation, and then by the City Council of the City of Odessa. I understand and acknowledge that not all qualifying projects receive funding and that even if my project meets all the design qualifications it may not be approved. I understand and acknowledge that any work I have completed or funds I have expended prior to the date of final approval of my application by the Odessa City Council is not eligible for reimbursement or inclusion under this program. I understand and acknowledge that the available funds under this program are limited and not all projects will be funded. I further understand and acknowledge that my participation in this program is voluntary and I waive any and all liability or claims I may have or may arise in association with my participation in this program on the part of DOI, the Odessa Development Corporation, and the City of Odessa.

Applicant Name and Title (Please Print) Gilbert Alaniz / Catalina Nuñez  
Applicant Signature Gilbert Alaniz Catalina Nuñez  
Date 9-10-2018

**Lawanna Lambert**

---

**From:** Sammy Quiroz  
**Sent:** Wednesday, October 17, 2018 2:21 PM  
**To:** Lawanna Lambert  
**Subject:** 116 & 118 N Texas

Lawanna,

We have decided to give an address of 116 N Texas to the smaller building. 118 N Texas will remain the same.

Thank you  
Sammy Quiroz  
Building Official  
City of Odessa





Façade Grant  
 Grant Max (80%)  
 Project Requirement to receive full amount of tiered grant  
 Applicant Responsibility (20%)

Tier 1	Tier 2	Tier 3	Tier 4
\$25,000.00	\$18,750.00	\$12,500.00	\$6,250.00
\$31,250.00	\$23,437.50	\$15,625.00	\$7,812.50
\$6,250.00	\$4,687.50	\$3,125.00	\$1,562.50

Infrastructure Grant  
 Grant Max  
 Project Requirement to receive full amount of tiered grant

Tier 1	Tier 2	Tier 3	Tier 4
\$200,000	\$150,000	\$100,000	\$50,000
\$400,000	\$300,000	\$200,000	\$100,000

Infrastructure

$$\text{Total Project} = 29,367.00$$

$$50\% \text{ resp} = 14,683.50$$

$$50\% \text{ Tier} = 7,341.75$$

Grant Reimb

$$\text{Owner Resp, Grant} = 7,341.75$$

$$\text{Total owner resp.} = 22,025.25$$

Facade

$$\text{Total Project} = 14,622.00$$

$$80\% \text{ of funds} = 11,697.60$$

$$50\% \text{ of } \nearrow = 5,848.80$$

Grant Reimb

$$\text{Total owner resp.} = 8,773.20$$





**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

1. Description of the Project.

SEE Attachment 1 A and B

**Application for ODC Agreement**

**Downtown Economic Development Incentives**

**Facade grant**

2. Use of Property.

For Lease.

**Application for ODC Agreement**

**Downtown Economic Development Incentives  
Facade grant**

3. Project Location, address and lot and block description.

Property Description:

116 N. Texas  
Odessa, Texas 79761

Original Town  
Block 38  
W. 80 of Lots 13 - 18  
Undivided interest in .2775 acres

**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

4. Project description.

Square Footage: 400 sq ft

Estimated Cost: \$ 14,622.00

Proposed Use: For Lease

Type Of Facility: Offices

Project: NEW AND Modernize

**Application for ODC Agreement**

**Downtown Economic Development Incentives**

**Facade grant**

5. Type, Extent and cost to abate any existing environment concerns.

Painted Center Block

**Application for ODC Agreement**

**Downtown Economic Development Incentives**

**Facade grant**

6. Tax Certification.

See Attachment : 6 A

**Application for ODC Agreement**

**Downtown Economic Development Incentives**

**Facade grant**

7. The City or ODC has not provided any incentives for the project.

**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

9. Our building is not for Sale.

**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

10. Estimated project date of construction

January 2019

Estimation of operation is 3 Months.

**Application for ODC Agreement**

**Downtown Economic Development Incentives**

**Facade grant**

11. Yes the Applicant will be the tenant.

No franchise arrangement.

**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

12. Existing Structure will not be removed only Modernized.

**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

13. At this time No New Parking will be added.

**Application for ODC Agreement**  
**Downtown Economic Development Incentives**  
**Facade grant**

14. No impact or special needs of the project regarding public parking, streets or utilities.

**Application for ODC Agreement**

**Downtown Economic Development Incentives**

**Facade grant**

15. We are asking for funding of \$ 14,622.00 for the facade of 116 N Texas, Odessa, Texas 79761

## **Facade Improvement Program**

1. Detail Exterior treatment:

Will be installing ½ inch thick Styrofoam to the walls, Styrofoam is approximately 2ft by 2ft. After the wall has been covered they will start either spreading or spraying the colored cement over the Styrofoam, which could be considered making the walls stronger and at the same time Painting the wall.

2. Are improvements considered structural improvements to the facade?

Yes, makes the wall stronger and fixes all cracks on center blocks.

3. Is this project to clean up or repair masonry or tile?

Yes, its to repair masonry.

4. Is this a project to restore details in a historical building?

No not a historical building.

5. Is this a project to remove elements that cover architecturally significant areas.

This project is not to remove elements that cover architectural significance.

6. Is this a project to repair or replace exterior doors, windows and trim work (in public view) which are necessary for aesthetic purposes?

Yes, this project is to replace doors, windows and trim work of public view.

7. What percentage of total cost of improvements can be related to the exterior painting of the building?

Estimating 5% of total cost will go towards the exterior painting of building.

I-A

**Black Angus Homes, Inc.  
P.O. Box 69826  
Odessa, Texas 79769  
432:559.9596**

Sept. 11, 2018

Gilbert Alaniz  
116 North Texas  
Odessa, Texas

Re: Facade

Mr. Alaniz,

Thank you for allowing Black Angus Homes, Inc. the opportunity to make the following proposal:

Remove front door and window  
Replace front door with wrought iron door  
Install new front window  
Install new overhead awning across door and window  
Stucco north and south side of building  
Clean up and remove debris

**Total Cost: \$14,622.00**

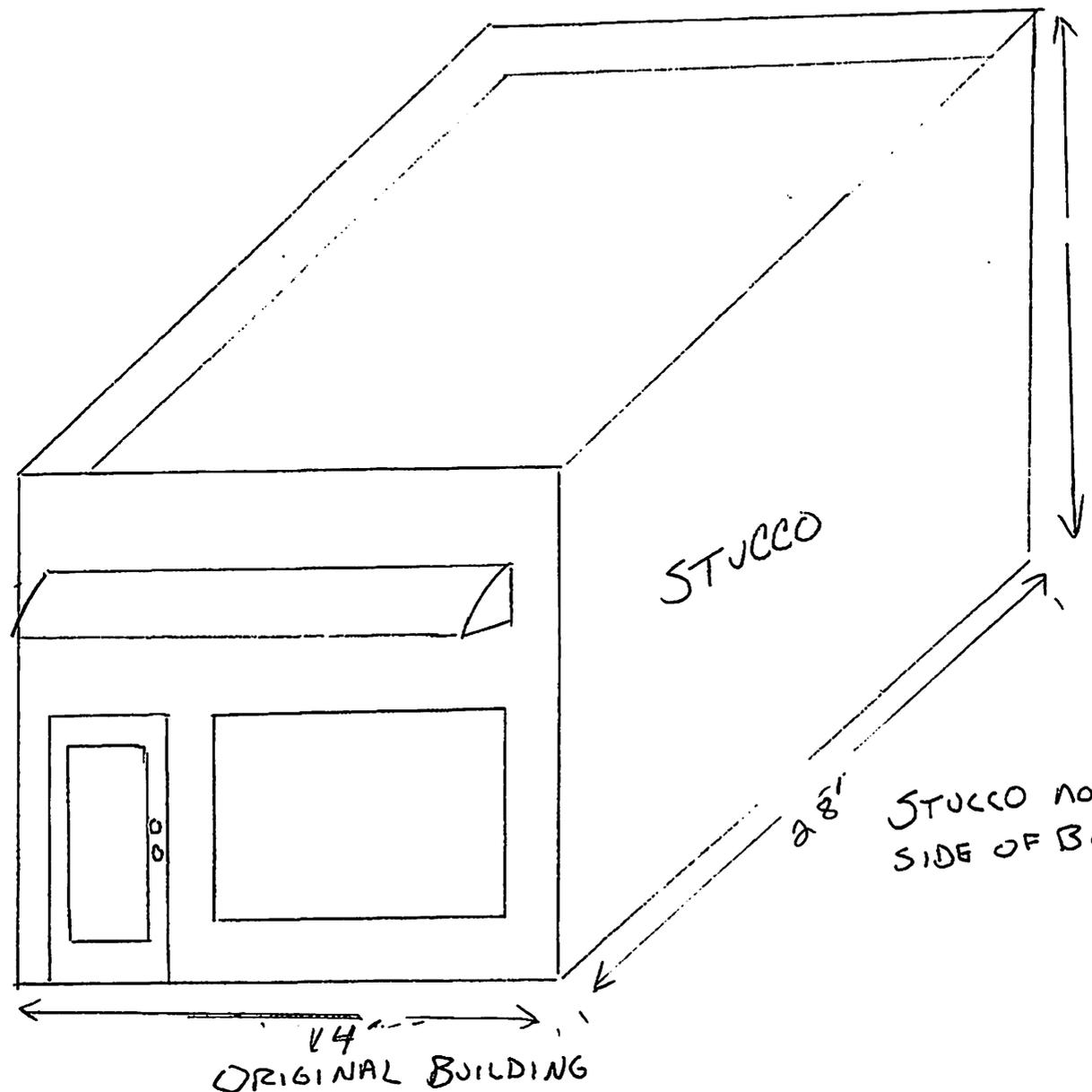
If you have any questions, or if I can be of further assistance, please call.

Sincerely,

Allen F. Cannon, Sr.

Black Angus Homes, Inc. Builder #7800

NEW AWNING  
WROUGHT IRON  
DOOR  
NEW GLASS  
WINDOW



STUCCO

STUCCO NORTH and SOUTH  
SIDE OF BUILDING

14' ORIGINAL BUILDING

28'

116 N. Texas  
ODESSA, TX

H-B

Black Angus Homes, Inc.  
P.O. Box 69826  
Odessa, Texas 79769  
432.559.9596

Cost breakdown

Gilbert Alaniz  
116 North Texas  
Odessa, Texas

Permit	\$850.00
Remove front door and window	\$3700.00
Install new wrought iron door	\$1300.00
Install front window	\$3142.00
Install new overhead awning across door and window	\$5630.00
Stucco north and south side of building	\$2260.00
Remove burned roof and interior walls	\$6730.00
Re-build roof and install new roofing	\$1120.00
Build bathroom walls	\$3160.00
Re-wire building	\$2630.00
Install plumbing for sink, toilet, and water heater	\$4320.00
Install new ac and heating unit	\$875.00
Remove side and back window and fill in	\$2200.00
Sheetrock ceiling and walls	\$2260.00
Tape texture and paint	\$1800.00
Stain floors	\$950.00
Install lighting	\$500.00
Remove back door and open to new addition	\$562.00
Clean up and remove debris	

**Total Cost: \$43,989.00**

If you have any questions, or if I can be of further assistance, please call.

**Ector County Appraisal District**  
 1301 E 8th Street  
 Odessa, Texas 79761-4703  
 Phone: 432-332-6834  
 Fax: 432-332-1726

---

**Last Update-Appraisal Info: October 9, 2018**  
**Last Update-Unpaid Tax Amounts: November 1, 2018**  
**Payments made after this date are not reflected in UNPAID TAX AMOUNTS.**

Account Number: 22000.02480.02000  
 Parcel Number: R100073160

<p><u>Owner's Information</u>                  NUNEZ CATALINA &amp; ALANIZ GILBERT                  PO BOX 70043                  ODESSA, TX 79769-0043</p> <p><u>Property Location</u>                  118 N TEXAS AVE</p>	<p><u>Property Legal Description</u>                  ORIGINAL TOWN                  BLOCK 38                  W 80 OF LOTS 13 18                  UNDIVIDED INTEREST IN 2755 ACRES</p> <p><u>Land Size</u>                  0.0468</p> <p><u>Undivided Interest Percent</u>                  0.170000</p>
--	--

**DEED & EXEMPTION INFORMATION**

Name	Year	Date	Vol / Pg	Inst.#	Exemptions
NUNEZ CATALINA & ALANIZ GILBERT	2019	11/8/2010	/	2010-00015696	None

**IMPROVEMENT INFORMATION**

Description	Year	SQFT	Value
44PM - RETAIL STORE	1948	4364	\$30,845
SRAM - REPAIR SHDP	1948	1450	\$10,756

**PROPERTY VALUES**

	2019	2018	2017	2016	2015
TOTAL IMPROVEMENT VALUE	\$7,072	\$7,072	\$6,899	\$6,899	\$6,899
LAND MARKET VALUE	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590
PRODUCTIVITY VALUE	\$0	\$0	\$0	\$0	\$0
TOTAL MARKET VALUE	\$11,662	\$11,662	\$11,489	\$11,489	\$11,489
10% HOMESTEAD CAP LOSS	\$0	\$0	\$0	\$0	\$0
APPRAISED VALUE:	\$11,662	\$11,662	\$11,489	\$11,489	\$11,489

**JURISDICTION VALUES & TAX RATES**

	2019 Value	2018 Value	2017 Value	2016 Value	2015 Value
CITY OF ODESSA	\$11,662 0.004766 \$55.58	\$11,662 0.004766 \$55.58	\$11,489 0.004932 \$56.82	\$11,489 0.004706 \$53.95	\$11,489 0.004706 \$53.95
ECTOR COUNTY	\$11,662 0.003970 \$46.30	\$11,662 0.003970 \$46.30	\$11,489 0.003872 \$44.38	\$11,489 0.003700 \$42.70	\$11,489 0.003350 \$38.48
ECTOR COUNTY ISD	\$11,662 0.012796 \$149.23	\$11,662 0.012796 \$149.23	\$11,489 0.011496 \$131.45	\$11,489 0.011500 \$132.08	\$11,489 0.011500 \$132.08
ECTOR CO HOSPITAL DIST	\$11,662 0.001127 \$13.14	\$11,662 0.001127 \$13.14	\$11,489 0.001179 \$13.54	\$11,489 0.000825 \$9.66	\$11,489 0.000733 \$8.44
ODESSA COLLEGE	\$11,662 0.001997 \$23.29	\$11,662 0.001997 \$23.29	\$11,489 0.002064 \$23.83	\$11,489 0.002047 \$23.55	\$11,489 0.001912 \$22.25
TOTAL ESTIMATED TAX AMOUNT	\$287.54	\$287.54	\$287.54	\$287.54	\$287.54

**ORIGINAL TAX AMOUNTS**

Year	TAX	ISD	OC	COU	HOS	ODE	ECUD	GOL	FMLR	CED
2018	\$287.53	\$149.22	\$23.28	\$46.30	\$13.15	\$55.58	\$0.00	\$0.00	\$0.00	\$0.00

**UNPAID TAX AMOUNTS**

Year	Balance	ISD	OC	COU	HOS	ODE	ECUD	GOL	FMLR	CED
2018	\$287.53*	\$149.22	\$23.28	\$46.30	\$13.15	\$55.58	\$0.00	\$0.00	\$0.00	\$0.00
			Pen/Int: \$0.00		Atty Fee: \$0.00		Total Due: \$287.53			

**Total due for all years: \$287.53**

\* Status: SUIT FILED / Cause: C-8613-T

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 Developed & Maintained by LX Net Dev



# ECTOR COUNTY APPRAISAL DISTRICT

6-A

Anita Campbell, Tax Assessor/Collector

1301 E 8th Street

Odessa, TX 79761-4726

(432) 332-6834 phone (432) 332-1726 fax

info@ectorcad.org - email

www.ectorcad.org - website

**PROPERTY OWNER**  
**NUNEZ CATALINA & ALANIZ GILBERT**  
 PO BOX 70043  
 ODESSA, TX 79769-0043

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
FMLR	ECTOR COUNTY FMLR
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE
ODE	CITY OF ODESSA

## RECEIPT for Account # 22000.02480.02000

### PROPERTY DESCRIPTION

ORIGINAL TOWN  
 BLOCK 38  
 W 80 OF LOTS 13-18  
 UNDIVIDED INTEREST IN .2755 ACRES

The 2018 taxes have NOT been calculated

Exemptions Granted:

Property Location: 118 N TEXAS AVE

Tax Year	Jurisdiction Codes	Taxable Value	Tax Rate per \$100 Value	Taxes Paid	Penalty & Interest Paid
2017	COU	11,489	0.38721	44.49	
2017	ECISD	11,489	1.14957	132.07	
2017	HOS-	11,489	0.11792	13.55	
2017	OC	11,489	0.20642	23.72	
2017	ODE	11,489	0.49325	56.67	
<b>Total:</b>				<b>270.50</b>	<b>0.00</b>
				Late Fees:	0.00
				Attorney Fees:	0.00
				<b>Total Amount Paid:</b>	<b>270.50</b>

Attorney Status: SUIT FILED  
 Transaction Date: 3/26/2018 2:20:24 PM  
 Paid by: NUNEZ CATALINA  
 Check #: CASH  
 Posted Date: March 2018  
 Cashier ID: EGONZALE

Balance Due: \$0.00

If Paid this Month

4

SUIT NO. C-8613-T

<b>ECTOR COUNTY, ET AL</b>	<b>X</b>	<b>IN THE DISTRICT COURT</b>
<b>VS.</b>	<b>X</b>	<b>244<sup>TH</sup> JUDICIAL DISTRICT</b>
<b>GLEN HALSELL</b>	<b>X</b>	<b>ECTOR COUNTY, TEXAS</b>

**J U D G M E N T**

**BE IT REMEMBERED** that on **December 19, 2007**, came on to be heard in regular order the above numbered and entitled cause wherein **Ector County Independent School District, City of Odessa, Odessa Junior College District, Ector County Hospital District and Ector County** are the Plaintiff and Intervenor;

and wherein the defendant(s) are **Albert Rivera and Lessie Fisher**, who were duly served with process as required by law, but wholly failed to appear or answer, and wholly made default;

and wherein the defendant(s) is **Ricky Neil Hanson**, if living, and if any or all of the said named defendant(s) be dead, the unknown heirs of each or all of the said named persons who may be dead; and the unknown heirs of the unknown heirs of the said named persons; and the unknown owner or owners of the described property; and the executors, administrators, guardians, legal representatives, legatees, devisees of the said named persons, and who own or claim some interest in the below described property and any and all other persons, including adverse claimants, owning or having any legal or equitable interest in or lien upon the below described property, who was duly served as required by law by means of citation by posting;

and the Court having appointed **Gary L. Bridges**, a licensed attorney, as attorney to represent all of the Defendant(s) named above who was served with process by means of citation by post, and said attorney ad litem having answered on behalf of all such Defendant(s) who was cited by post, this cause came on for trial;

and Plaintiff and Intervenor having moved the Court to dismiss from this suit any parties not named above, it was so ordered; and to those Defendant(s) named above who were served with process but failed to appear and answer and made default, and a jury being waived, the parties submitted all matters of controversy, both of fact and of law, to the Court without the intervention of a jury, and evidence was submitted concerning the ownership and title of the property described below and the tax records of Plaintiff and Intervenor were introduced in evidence, and evidence was submitted as to the value of the described property; and the Court, having heard the pleadings, the evidence, and argument of counsel, is of the opinion and finds as follows:

The above named Defendant(s) who was served with citation or otherwise appeared in this cause, was the owner(s) of record of the below described land or were claiming some right, title, or interest thereto at the time of the institution of this suit and at this time. The property was located within the boundaries of Plaintiff and Intervenor, upon the dates when the taxes were assessed. There are taxes, penalties, interest, and costs due, owing, and unpaid to Plaintiff and Intervenor in the amounts set out below upon the described land. The taxes, penalties, interest, and costs constitute a

separate, valid, and subsisting lien in favor of Plaintiff and Intervenor on each tract of land described which lien is prior and superior to all claims, right, title, interest, or liens asserted by any of the Defendant(s).

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that there is due, owing, and unpaid to Plaintiff and Intervenor the following amounts of delinquent taxes, accrued penalties, interest, attorney fees and costs for all delinquent years upon the following described property as set out below, together with additional penalties and interest at the rates prescribed by Subchapters A and C of Chapter 33, Property Tax Code, which accrue hereafter on all of said taxes from date of judgment until paid.

**PROPERTY AND AMOUNTS OWED**

**TRACT 1:** An 83.333 percent undivided interest in the West 80 feet of Lots 13, 14, 15, 16, 17 and 18, Block 38, Original Townsite Addition, an addition to the Town of Odessa, Ector County, Texas, as described in deed dated January 21, 1999 from Albert Rivera, et al to Glen G. Halsell, recorded in volume 1446, page 770, deed records of Ector County, Texas. (Account #22000.02480.01000 and 89000.02480.00000)

Adjudged Value: \$36,827.00

Ector County	\$1,861.77
Ector County Independent School District	\$4,951.08
Ector County Hospital District	\$438.66
Odessa Junior College District	\$654.24
City of Odessa	\$2,204.70

**TRACT 2:** An 16.667 percent undivided interest in the West 80 feet of Lots 13, 14, 15, 16, 17 and 18, Block 38, Original Townsite Addition, an addition to the Town of Odessa, Ector County, Texas, as described in deed dated January 21, 1999 from Albert Rivera, et al to Glen G. Halsell, recorded in volume 1446, page 770, deed records of Ector County, Texas. (Account #22000.02480.02000 and 88100.11786.00000)

Adjudged Value: \$3,370.00

Ector County	\$250.93
Ector County Independent School District	\$3,414.22
Ector County Hospital District	\$47.56
Odessa Junior College District	\$440.70
City of Odessa	\$1,484.79

**TOTAL DUE:**

**\$15,748.65**

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All of the foregoing property being located in Ector County, Texas, and all volume and page references, unless otherwise indicated, being to the Deed Records of Ector County, to which instruments reference is here made for a more complete description of each respective tract.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Plaintiff and Intervenor recover(s) judgment for all sums set out above, together with all costs of suit and sale now or hereafter incurred, including abstractor's fees incurred in securing data and information as to the name, identity, and location of necessary parties and legal description of the above described property, in the total amount of \$350.00; provided, however, that no personal money judgment is granted against any Defendant named herein unless otherwise provided below. The proceeds of any foreclosure sale in this cause shall be applied first to the payment of all accrued costs of suit and sale, and any residue shall be distributed as provided by law.

AND, IT IS FURTHER ORDERED, ADJUDGED, and DECREED that a lien exists against each of the lots, tracts, or parcels of land, for the amount of the taxes, interest, penalties, abstractor's fees and costs of court found to be due on each particular lot, tract, or parcel of land, which lien is prior and superior to all claims, right, title, interest, or liens asserted by any Defendant(s), and that Plaintiff and Intervenor have foreclosure of their liens on each of the lots, tracts, or parcels of land as against the Defendant(s) or any person claiming under the Defendant(s) by any right acquired during the pendency of this suit; that an order of sale be issued by the Clerk directed to the Sheriff or any Constable of this County, commanding such officer to seize, levy upon, and advertise the sale of each of the tracts of land, and sell them to the highest bidder for cash, as under execution, such order to have all the force and effect of a writ of possession as between the parties to this suit and any person claiming under the defendant(s) by any right acquired pending this suit, and such order of sale to further provide that the property may be sold to a taxing unit that is a party to this suit or to any other person, other than a person owning an interest in the property or any party to this suit that is not a taxing unit, for the adjudged value of the property or the aggregate amount of the judgments against the property, whichever is less. The order of sale shall also specify that the property may not be sold to a person owning an interest in the property or to a person who is a party to the suit other than a taxing unit unless: (1) that person is the highest bidder at the tax sale, and (2) the amount bid by that person is equal to or greater than the aggregate amount of the judgments against the property, including all costs of suit and sale. The adjudged value, or reasonable fair value, of the property as set by this Court is as shown above, and, if no amount is shown, the Court did not fix such adjudged value, but if the Defendant(s) shall, at any time before the sale, file a written request with the officer in whose hands the order of sale is placed, that the property described therein be divided and sold, then the officer shall sell the land in such subdivisions as the Defendant(s) may request and, in such case, shall only sell as many subdivisions as necessary to satisfy this judgment, interest and costs; the net proceeds of any sale of such property made hereunder to any purchaser other than a taxing unit who is a party to this suit shall be applied to satisfy the judgment and liens foreclosed herein, but any excess in the proceeds of sale over the amount of judgment, the costs of suit and sale and other expenses chargeable against the property, shall be paid into the registry of the court and disbursed therefrom as provided by law; that the owner of such property, or anyone having an interest therein, or their heirs, assigns, or legal representatives, may redeem such property in the time and manner prescribed by law; that the officer executing the order of sale shall make proper conveyance to the purchaser(s) of the land, as prescribed by law, subject to such right of redemption, and shall proceed to place the purchaser(s) of said land in possession thereof within thirty days after to day of sale; and that the clerk of this Court issue a Writ of

Possession to the purchaser at the sale or to the purchaser's assigns no sooner than 20 days following the date on which the purchaser's deed from the officer making the sale is filed of record.

Gary L. Bridges, appointed to act as attorney ad litem for Defendant(s) cited by post, is hereby allowed the sum of \$200.00 as attorney's fees, such sum to be taxed as court costs herein.

All relief prayed for in any of the pleadings in this cause which is not specifically granted by this judgment is hereby denied. This judgment finally disposes of all parties and all claims and is appealable.

Signed, approved, and ordered filed and recorded this 19<sup>th</sup> day of DECEMBER, 2007.

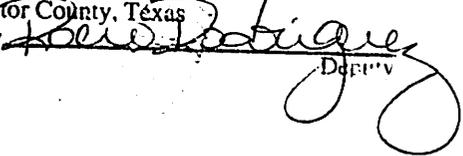
  
Judge Presiding

Approved:  


Mark A. Flowers  
State Bar No. 24002094  
Daniel A. Albidrez  
State Bar No. 24001634  
Attorney for: Ector County, Ector County Independent School District, Ector County Hospital District, Odessa Junior College District and City of Odessa

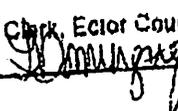
  
Gary L. Bridges  
State Bar No. 02975950  
Attorney for Defendant(s) named above who was served by means of Citation by post.

A CERTIFIED COPY  
ATTEST January 7, 2019  
GIVEN UNDER MY HAND AND  
SEAL  
OF COURT  
CLARISSA WEBSTER, Dist. Clerk  
274<sup>th</sup> District Court  
Ector County, Texas

By   
Deputy

FILED  
at 4:50 o'clock PM

DEC 19 2007

District Clerk, Ector County, Texas  
By  Deputy

## INFRASTRUCTURE - INVESTMENT WORKSHEET

Donwntown Odessa, Inc. Infrastructure Improvement Program

**Company Name:** Gilbert Alaniz and Catalina Nunez

**Company Address:** 116 N Texas Ave., Odessa, TX 79761

**Owner Name:** Gilbert Alaniz and Catalina Nunez

INFRASTRUCTURE INVESTMENT			
CODE IMPROVEMENT	EXPLANATION OF WORK	CODE MET	COST ESTIMATE
Roof	Rebuild roof and install new roofing		
Plumbing	Install plumbing for sink, toilet and water heater		
HVAC	Install new AC and heating unit with ducting		
Electrical	Rewire building		
Structural	Remove burned roof and walls, build bathroom walls, remove side and back window, sheetrock ceiling and walls, tape/texture/paint, stain flooring, remove back door to allow access to new addition (new addition not included in this grant request), and debris removal		
<b>INVESTMENT TOTAL:</b>			<b>\$29,367.00</b>

GRANT REQUEST			
TIER LEVEL	PERCENTAGE	50% OF ALLOWABLE GRANT FUNDS	TOTAL GRANT AVAILABLE
3	50%	\$14,683.50	\$7,341.75

OWNER INVESTMENT			
TIER LEVEL	PERCENTAGE	50% OF ALLOWABLE GRANT FUNDS	OWNER RESPONSIBILITY
3	50%	\$14,683.50	\$22,025.25

<b>TOTAL BUSINESS/PROPERTY INVESTMENT:</b>			<b>\$29,367.00</b>
--	--	--	--------------------

**Applicant Information**

Legal Name Gilbert Alaniz and Catalina Nunez  
Business Name DBA: Gilbert Alaniz Catalina Nunez  
Business Physical Address 116 N TEXAS Avenue  
City Odessa State TX Zip Code 79761  
Mailing Address (if different from above) PO BOX 70043  
City Odessa State TX Zip Code 79769  
Phone Number 432-557-8196 Cell Number 432-557-8196  
Email QKCKNUNEZ@aol.com  
Applicant's Representative (and title) Gilbert Alaniz Catalina Nunez  
Name of Directors or Partners No Partners

Is the business a sole proprietorship? Sole proprietorship  
Are you applying for a façade grant or an infrastructure grant? infrastructure

I, the undersigned applicant, acknowledge that I am applying for a grant through Downtown Odessa, Inc., and that this application is only the first step of this process. I understand and acknowledge that once my application is complete it must be approved by the Design Committee of DOI, by the Board of Directors of the Odessa Development Corporation, and then by the City Council of the City of Odessa. I understand and acknowledge that not all qualifying projects receive funding and that even if my project meets all the design qualifications it may not be approved. I understand and acknowledge that any work I have completed or funds I have expended prior to the date of final approval of my application by the Odessa City Council is not eligible for reimbursement or inclusion under this program. I understand and acknowledge that the available funds under this program are limited and not all projects will be funded. I further understand and acknowledge that my participation in this program is voluntary and I waive any and all liability or claims I may have or may arise in association with my participation in this program on the part of DOI, the Odessa Development Corporation, and the City of Odessa.

Applicant Name and Title (Please Print) Gilbert Alaniz / Catalina Nunez  
Applicant Signature [Signature]  
Date Catalina 5-

**Downtown Economic Development Incentives  
Infrastructure Grant**

1. General Description of the project:  
See Attachments: 1-A and 1-B
2. Use for the property.  
Location to be leased
3. Describe project location,  
116 N. Texas  
Odessa, Texas 79761  
ORIGINAL TOWN  
Block 38  
W. 80 of Lot 13 - 18  
Undivided interest in .2755 acres
4. Describe the project.  
Existing building is being re-modeled  
  
Proposed Use.  
Building will be leased  
  
Type of Facility.  
Office space  
  
The Project is a modernization of the existing building.  
  
Square footage and estimated cost,  
See Attachment 4-A and 4-B
5. Describe the type, extent and the cost to abate any existing environment concerns such as asbestos or lead paint.  
No existing environmental concerns due to building is vacant inside, walls are bare.
6. Tax certificate  
See Attachment 6-A

7. The city or ODC has not provided any incentives for this project.
8. The project will not result in new jobs.
9. The building is not and will not be listed for sale.
10. Estimated project date of construction is January 2019.  
Estimation of operation is 3 months.
11. Applicant will be the tenant and no franchise arrangement.
12. Existing structure will not be removed only Modernized.
13. At this time No new parking will be added.
14. No impact or special needs of the project regarding public parking, streets or utilities.
15. The type of incentive we are asking is for the infrastructure in the amount of \$ 29,367.00.

4 - A

**Black Angus Homes, Inc.**  
**P.O. Box 69826**  
**Odessa, Texas 79769**  
**432.559.9596**

Sept. 11, 2018

Gilbert Alaniz  
116 North Texas  
Odessa, Texas

Re: Existing building re-model

Mr. Alaniz,

Thank you for allowing Black Angus Homes, Inc. the opportunity to make the following proposal:

Remove burned roof and walls  
Re-build roof and install new roofing  
Build bathroom walls  
Re-wire building  
Install plumbing for sink, toilet, and water heater  
Install new AC and heating unit with duct  
Remove side and back window  
Sheetrock ceiling and walls  
Tape, texture and paint  
Stain floors  
Remove back door and allow access to new addition  
Clean up and remove debris

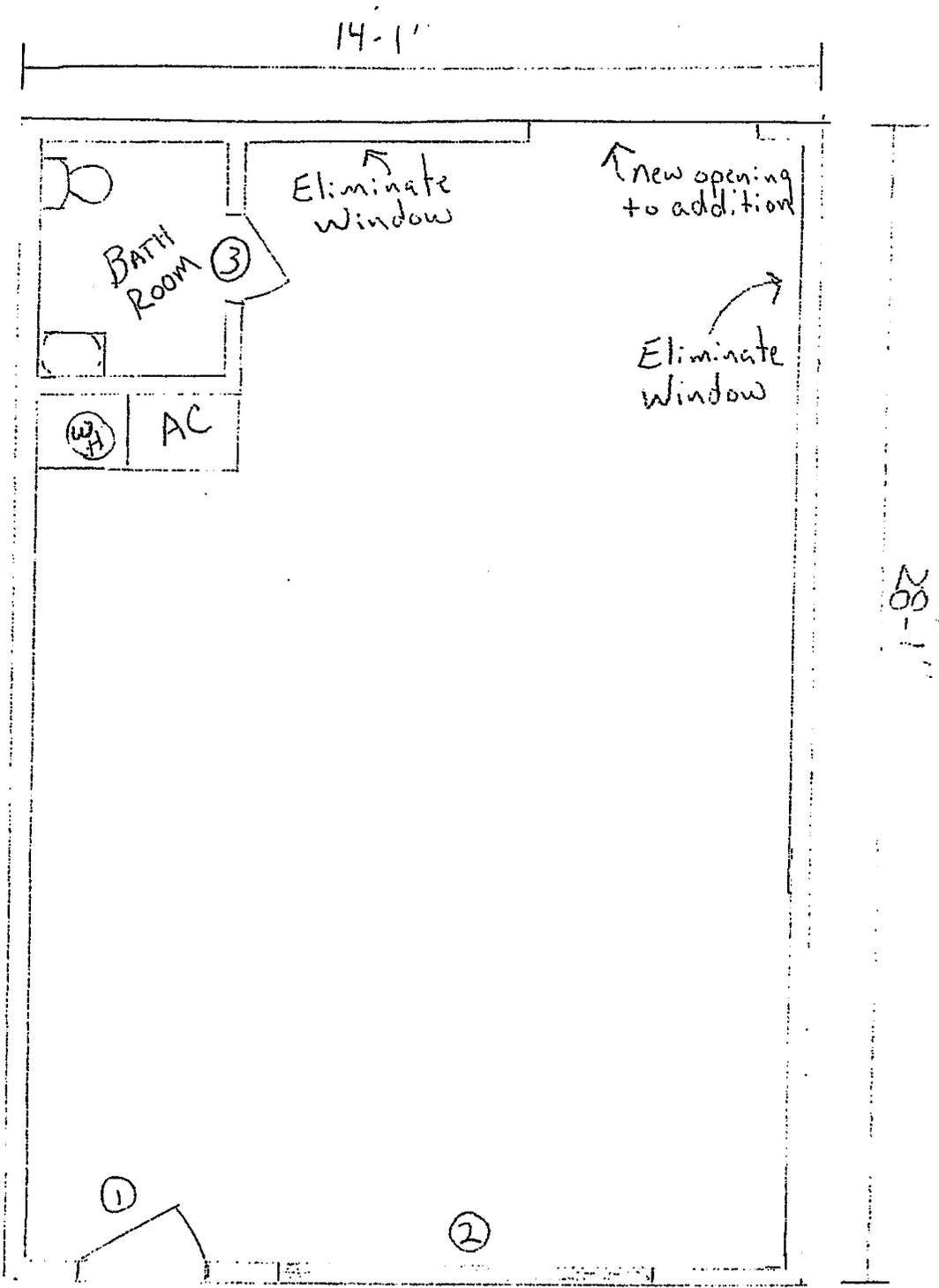
**Total Cost: \$29,367.00**

If you have any questions, or if I can be of further assistance, please call.  
Sincerely,

Allen F. Cannon, Sr.

1 = 3° x 6<sup>8</sup>  
2 = 67" x 113"  
3 = 3° x 6<sup>8</sup>

I - B



116 N. TEXAS  
ODESSA, TX

Original  
Building

**OAXACA PRODUCTION, LLC**  
**P.O. Box 14408**  
**Odessa, Texas 79768**  
**432-580-8228**

May 17, 2018

Estimate To: Mr. Gilbert Alenas  
208 E 2<sup>nd</sup>  
Odessa, TX 79761

Revised Estimate For: Furnishing labor and materials to remodel offices as specified.

**Proposed Scope of Work**

Demolition  
Build addition (approx. 20'X 16')  
Pour concrete foundation and footings for addition  
Install bathroom – toilet, sink, water heater  
Replace wiring  
Install electrical upgrade  
Install rear exit door, door to bath  
Replace front door and windows  
Install sheetrock and insulation where necessary  
Tape, bed, & texture where needed  
Paint interior and exterior  
Install mini-split  
Install new lighting  
Total estimated project

*South side window  
side walk for handicap  
curb*

\$60,000.00

Notes: 1. This is an estimate only. Any resulting contract will be executed on a cost plus 20% for profit and overhead basis.

2. Standard policy is to acquire an 8% deposit upon commencement of the work.
3. Customer does not want flooring at this point.

Thank you,

M.R. Tripp, Jr.  
Oaxaca Homes

MRT/kjt

Black Angus Homes, Inc.  
P.O. Box 69826  
Odessa, Texas 79769  
432.559.9596

**Cost breakdown**

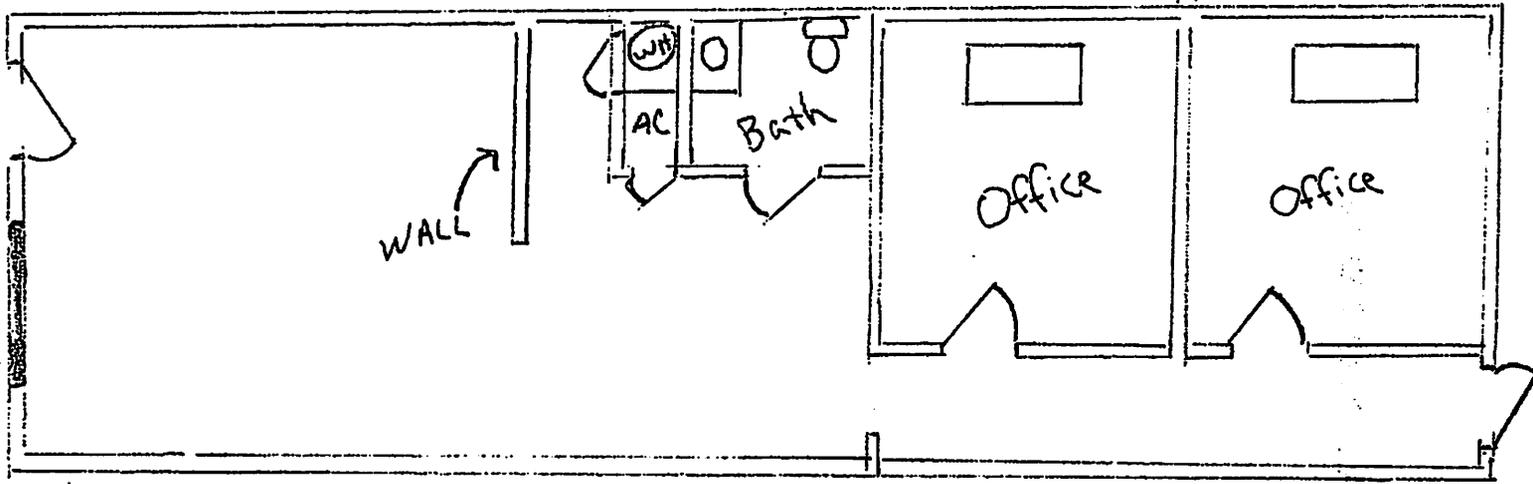
Gilbert Alaniz  
116 North Texas  
Odessa, Texas

Permit	\$850.00
Remove front door and window	\$3700.00
Install new wrought iron door	\$1300.00
Install front window	\$3142.00
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Stucco north and south side of building	\$2260.00
Remove burned roof and interior walls	\$6730.00
Re-build roof and install new roofing	\$1120.00
Build bathroom walls	\$3160.00
Re-wire building	\$2630.00
Install plumbing for sink, toilet, and water heater	\$4320.00
Install new ac and heating unit	\$875.00
Remove side and back window and fill in	\$2200.00
Sheetrock ceiling and walls	\$2260.00
Tape texture and paint	\$1800.00
Stain floors	\$950.00
Install lighting	\$500.00
Remove back door and open to new addition	\$562.00
Clean up and remove debris	

**Total Cost: \$43,989.00**

If you have any questions, or if I can be of further assistance, please call.

116 N. Texas



ALLEY



## ODESSA DEVELOPMENT CORPORATION

### Annual Budget Calendar Fiscal Year 2019-2020

April 11, 2019 <b>ODC Meeting</b>	ODC Reviews and Discusses Budget Calendar
May 9, 2019 <b>ODC Meeting</b>	ODC Reviews and Approves Budget Calendar
May 10, 2019	Letters requesting proposals for funding sent to outside agencies for FY 2019-2020 using the current General Development Plan as guide: Odessa Chamber of Commerce Odessa Hispanic Chamber of Commerce MOTRAN Alliance, Inc. UTPB-SBDC CVA Advertising City of Odessa Odessa Black Chamber of Commerce
May 24, 2019	Preparation of budget estimates for new fiscal year begins.
June 13, 2019 <b>ODC Meeting</b>	ODC Reviews and Discusses proposed FY 2019-2020 General Development Plan
June 21 2019	Responses due from outside agencies regarding requested ODC funding.
June 30, 2019	City staff completes review of Budget Estimates and proposes recommendations to ODC.
July 11, 2019 <b>ODC Meeting</b>	<ul style="list-style-type: none"><li>- ODC Reviews and Approves proposed FY 2019-2020 General Development Plan and forwards approved GDP to City Council for approval.</li><li>- ODC Reviews and Discusses Form Contract for Contractors</li><li>- ODC Reviews and Discusses proposed FY 2019-2020 Budget</li></ul>
July 16, 2019 <b>CC Work Session</b>	City Council Work Session Meeting to Review and Discuss FY 2019-2020 ODC General Development Plan.
July 23, 2018 <b>Council Meeting</b>	City Council to Review and Approve FY 2019-2020 ODC General Development Plan.
August 8, 2019 <b>ODC Meeting</b>	<ul style="list-style-type: none"><li>- ODC Reviews and Approves proposed FY 2019-2020 Budget and forwards approved Budget to City Council Work Session for approval.</li><li>- ODC Reviews and Approves Form Contract and forwards Form Contract to City Council Work Session for approval.</li></ul>
August 20, 2019 <b>CC Work Session</b>	<ul style="list-style-type: none"><li>- City Council Work Session Meeting to Review and Discuss FY 2019-2020 ODC Budget.</li><li>- City Council Work Session Meeting to Review and Discuss Form Contract for Contractors</li><li>-</li></ul>

August 27, 2019 Council Meeting	<ul style="list-style-type: none"> <li>- City Council to Review and Approve proposed FY 2019-2020 Budget</li> <li>- City Council to Review and Approve Form Contract for Contractors</li> </ul>
August 28, 2019	Send out contracts to contractors to sign and return NLT 09/13 (Tina does this)
September 16, 2019	<ul style="list-style-type: none"> <li>- ODC Chair to sign all contracts</li> <li>- Submit contracts for execution by City</li> </ul>
September 23, 2019	Send all signed contracts to Finance
October 1, 2019	New fiscal year begins.
January 18, 2020	Report submitted to State Comptroller as required by the Economic Development Act for prior year activities (Finance Director does this)



P.O. Box 7501  
Odessa, Texas 79760-7501  
1-877-363-3772  
www.odessatex.com

May 10, 2019

**Development Corporation**

«Contact», «Title»  
«Contractor\_Name»  
«Contractor\_Address»

**RE: ODC Request For Proposals Fiscal Year 2019-2020 («File\_No»)**

Dear «Salutation»,

The Odessa Development Corporation (ODC) is accepting Proposals from ODC's economic development contractors for the upcoming fiscal year, FY 2019-2020.

Your proposal should include a cover letter with three attachments:

- Attachment "A" - A one-page narrative of your proposed plan of action and services for FY 2019-2020;
- Attachment "B" - A full description of your organization including: (a) a list of all personnel that will be working on the Economic Development Project, with the specific job titles, qualifications, years of experience, and a percentage calculation to show how much of each position's work is dedicated to ODC's economic development, and (b) if your organization is governed by a board of directors, please include a list of the directors including officers and titles; and
- Attachment "C" - A proposed itemized budget for FY 2019-2020.

As you are probably already aware, the ODC is in the process of revising our General Development Plan for FY 2019-2020. In furtherance of this, your proposal should include an analysis of the current market and economic conditions in the City of Odessa, a description of how your organization proposes to address these ever-changing conditions, and an implementation plan for those proposals. Specifically, the ODC is seeking innovative ideas and proposals for attracting new jobs, promoting business expansion, and bolstering business retention efforts, given the increasing limitations on workforce on housing.

If your organization was a Contractor for ODC in FY 2018-2019 please include the following in your cover page:

- The results of the services you provided (i.e. number of NAISC jobs created/retained; amount of funds brought to Ector County for road improvements; number of website hits and views, or other numerical indicators showing success in the services provided);
- The status of any projects that are currently in progress;
- The impact your services had on the goal of increased diversity in the job market for jobs not related to the petroleum industry; and
- An analysis of the economic impact of the services provided in FY 2018-2019.

The deadline for submission of these proposals is 12:00 p.m. on June 21, 2019, to the City Legal Department at [cbuhnerkempe@odessa-tx.gov](mailto:cbuhnerkempe@odessa-tx.gov).

Thank you,

Betsy Triplett-Hurt,  
President, ODC Board of Directors

STATE OF TEXAS           §  
COUNTY OF ECTOR       §

**ECONOMIC DEVELOPMENT CONTRACTOR ADMINISTRATIVE SERVICES**  
**CITY OF ODESSA**

**WHEREAS**, the Odessa Development Corporation, a Type A Taxing Corporation, (hereinafter referred to as “ODC”) with City Council approval, has adopted a General Development Plan and has received Proposals to accomplish the action steps described in the General Development Plan; and

**WHEREAS**, City provides administrative services to the Odessa Development Corporation for such economic development purposes and the funds for such proposal have been appropriated for the fiscal year 2019-2020; and

**WHEREAS**, This Agreement is made and entered into by and between Odessa Development Corporation, a Type A non-profit corporation, hereinafter referred to as “ODC”, and the City of Odessa, a home rule municipal corporation, organized and existing under the laws of the State of Texas, hereinafter referred to as “City”, and

**WHEREAS**, this is an eligible cost as defined in Section 504.102, Texas Local Government Code; and

**WHEREAS**, the parties have agreed on the terms and conditions and have set forth such terms and conditions in this Agreement; and

**NOW THEREFORE**, in consideration of the mutual covenants, obligations and benefits in this Agreement and by the authority of Texas Local Government Code, Chapter 501 and 504, ODC and City agree as follows:

**Section 1. Economic Development Program**

CONTRACTOR shall provide the economic development related administrative services as provided herein and in Exhibit "A" which is incorporated herein by reference. Such program shall be referred to herein as the “Economic Development Program”. CONTRACTOR shall comply with the Economic Development Corporation Act, Chapters 501 and 504, of the Texas Local Government Code.

## **Section 2. Funding**

ODC shall pay to CONTRACTOR a flat fee total sum of \_\_\_\_\_ Dollars (\$\_\_\_) per month to be used solely for the purpose of conducting the Economic Development Program described herein. ODC shall dispense funds for CONTRACTOR by journal entry and transfer, on or before the 16<sup>th</sup> of each month. CONTRACTOR may perform services that are not eligible for expenditure of funds by ODC but the percentage of Economic Development Corporation funds received must not exceed the percentage of eligible services performed by CONTRACTOR. In the event of a major change in required services, either the City or ODC could request to have the fee renegotiated.

## **Section 3. Reporting Requirements**

3.1 CONTRACTOR shall prepare and submit in writing and present to the ODC Board a monthly financial report.

## **Section 4. General Provisions**

4.1 Venue: The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.

4.2 Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.3 Assignment: This Agreement cannot be assigned without the prior written consent of the other party.

4.4 Non-Discrimination Policy: Parties agree that as to all of the programs and activities arising out of this agreement, they shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, natural origin, sex or by reason of being disabled.

4.5 Force Majeure: Neither City or ODC shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not

- reasonably within the control of such party except as herein provided and which by the exercise of due diligence City or ODC is unable, wholly or in part, to prevent or overcome.
- 4.6 Independent Contractor: In performing services under this Agreement, the relationship between CONTRACTOR to ODC is that of an independent contractor, and City and ODC by the execution of this Agreement do not change that independent status. No term or provision of this Agreement, or act of the City in the performance of this Agreement, shall be construed as making the Contractor, or its employees the agents, servants, or employees of ODC.
- 4.7 Drug Free Workplace: CONTRACTOR shall comply with the Drug Free Workplace Act of 1988 including any amendments and administrative regulations, if required by federal law. If not required, ODC strongly recommends compliance with such law on a voluntary basis by CONTRACTOR approving a ban on the use and possession of illegal drugs and alcohol in the workplace of CONTRACTOR. Such policy should also include some mechanism for enforcement of the prohibition. In future agreements, ODC may require the adoption of a drug free workplace policy, which includes drug testing, as a condition for the payment by ODC of public funds.
- 4.8 Liability: The liability of the City and the ODC, if any, shall be assumed by each party in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City or the ODC under the Texas law, or without waiving any defenses of the parties under Texas Law.
- 4.9 Economic Development Sales Tax: ODC's obligation to fund the services required herein shall be paid solely from the Economic Development Sales Tax and shall not be a charge on any other fund or require the levy of a tax.
- 4.10 Additional ODC Tasks: CONTRACTOR understands and agrees that the ODC Board may request additional specific tasks of CONTRACTOR during this fiscal year that are not included in the General Development Plan but are deemed necessary by the ODC Board in furtherance of the ODC's goals and objectives.

### **Section 5. Term of Agreement**

The term shall begin on October 1, 2019, and shall terminate on September 30, 2020. This Agreement may be terminated as provided by the Bylaws and State law.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

ATTEST:

“ODC”  
ODESSA DEVELOPMENT CORPORATION

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary and  
Assistant Secretary to ODC Board

By: \_\_\_\_\_  
Betsy Triplett-Hurt, Board President

“CONTRACTOR”  
CITY OF ODESSA

By: \_\_\_\_\_  
Michael Marrero, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Landers, Interim City Attorney,  
Attorney for ODC

**Treasurer to ODC Board = City of Odessa Director of Finance**

**Exhibit A – Contractor Services for ODC Economic Development Program**

(ODC)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Betsy Triplett-Hurt, President of Odessa Development Corporation, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(CONTRACTOR)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Michael Marrero, City Manager of City of Odessa, a Texas corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

## **Exhibit "A"**

### **Goals:**

- Provide all necessary accounting, financial, legal, administrative, and operational services necessary to operate the Odessa Development Corporation.
- Provide proper venues for conducting ODC business in compliance with the Public Open Meetings Act.

### **Services provided by City Finance Department**

#### Accounting:

- receipt of sales tax revenue
- monitoring of sales tax revenue
- monthly monitoring of ODC investments

#### Financial:

- monthly financial monitoring
- monthly reporting
- facilitate payments to ODC contractors and grant recipients
- coordination with Budget Director to compile ODC budget
- provide information for the Budget, Audit, and Finance Committee

### **Services provided by City Manager's office**

- coordinate meetings of Budget, Audit and Finance Committee
- assist, as needed.

### **Legal services provided by City Attorney's Office:**

- Work with Economic Development Dep't-OCC on Compliance Committee applications.
- Attend Compliance Committee meetings.
- Work with Economic Development Dep't-OCC to meet with companies; negotiation, preparation, and review of all Economic Development Agreements.
- Downtown Odessa, Inc.: meet with grant applicants, negotiation, preparation, and review of all Infrastructure and Façade Agreements.
- Contractor's Agreements:
  - Annually review ODC General Development Plan
  - Prepare resolutions for ODC approval and for the City Council approval of ODC items.
  - Legal research, preparation of all ancillary documents and agreements.
  - Working with outside auditors and the City Auditor to audit compliance with all agreements.
- Work with Economic Development Dep't-OCC for preparation and review of all Economic Development Agreements.
- Through the City Manager's office, coordinate efforts with Economic Development Executive Director-OCC to work with local government entities to establish an aggressive and competitive incentive and finance policy to include Enterprise Zone, Tax Abatements, Freeport Tax Exemptions, 380 agreements, etc.
- Assist City Secretary in preparation and posting of ODC agendas for all meetings

## **Exhibit "A"**

### **Administrative services provided by the City Secretary's Office:**

- Prepare and post of ODC agendas for all meetings with the assistance of the Legal Department.
- Coordinate with City Attorney all legal documents for ODC meetings.
- Records in writing and prepares the minutes of ODC for all meeting
- Protects and preserves all ODC records, such as agendas, minutes, resolutions, and contracts.
- Serves as custodian of the ODC corporate seal.
- Serves as assistant secretary to ODC.
- Prepare and post of ODC items on the City Council's Finance Committee meetings.
- Prepare and post of the ODC items on the City Council Agendas.

### **Downtown Odessa, Inc.:**

- Manage and administer a comprehensive façade and infrastructure improvements grant program for the businesses located in downtown Odessa.

STATE OF TEXAS           §  
COUNTY OF ECTOR       §

**ECONOMIC DEVELOPMENT CONTRACTOR AGREEMENT**  
**ECONOMIC DEVELOPMENT DEPARTMENT/ODESSA CHAMBER OF COMMERCE**

**WHEREAS**, the Odessa Development Corporation, a type A Taxing Corporation, (hereinafter referred to as “ODC”) with City Council approval, has adopted a General Development Plan and has received Proposals to accomplish the action steps described in the General Development Plan; and

**WHEREAS**, Odessa Chamber of Commerce Economic Development Department, (hereinafter referred to as “CONTRACTOR”) submitted a Proposal to the Odessa Development Corporation for such economic development purposes and the funds for such proposal have been appropriated for the fiscal year 2019-2020; and

**WHEREAS**, the primary purpose of Contractor is to provide economic development services, and to assist ODC in the expansion and creation of new Economic Development in the area; and

**WHEREAS**, this is an eligible cost as defined in Section 504.102, Texas Local Government Code; and

**WHEREAS**, the parties have agreed on the terms and conditions and have set forth such terms and conditions in this Agreement;

**NOW, THEREFORE**, ODC and CONTRACTOR, do hereby agree as follows:

**Section 1. Economic Development Program**

1.1 **General:** CONTRACTOR shall provide the economic development services as provided herein and in Exhibits “A” (budget) and “B” (description) which documents are incorporated herein by reference. Such program shall be referred to herein as the “Economic Development Program”. CONTRACTOR shall comply with the Economic Development Corporation Act, Chapters 501 and 504, of the Texas Local Government Code.

ODC through its Board may request, from time to time, changes in the scope or focus of the activities conducted or to be conducted by CONTRACTOR pursuant to the Agreement. Any change which varies significantly from the scope of services set out in Article II and would entail a significant increase in cost or expense to CONTRACTOR shall be mutually agreed on by CONTRACTOR, the ODC Board of Directors and City Council.

1.2 Enterprise Zone Program: CONTRACTOR, through its Director of Economic Development, agrees to provide the following management services with regard to Enterprise Zones created in the City of Odessa:

- a. Day-to-day supervision and control of all Enterprise zone activities including:
  - 1) the marketing of the Enterprise Zone to business;
  - 2) the creation and processing of applications for economic incentives;
  - 3) negotiations with businesses on total packages of economic incentives;
  - 4) the preparation of reports on activities for the Texas Department of Commerce;
  - 5) the coordination of Enterprise Zone programs with governmental entities and the Texas Governor's Office;
  - 6) the establishment of an information center for the Enterprise zone.
- b. Management expertise and advice given to the Odessa Enterprise Zone Committee regarding Zone activities and applications for economic incentives.
- c. Presentation of reports and recommendations to ODC and City Council.
- d. Other management services as requested by ODC or City Council related to Enterprise Zones.

### **Section 2. Funding**

ODC shall pay to the CONTRACTOR the sum of \_\_\_\_\_ Dollars (\$\_\_\_) to be used solely for the purpose of conducting the Economic Development Program. ODC shall dispense funds to the CONTRACTOR by paying one quarter of the total on or before October 10, January 10, April 10, and July 10.

\*\*\*\*\*It is understood and agreed that CONTRACTOR will obtain the balance of funds from other sources. CONTRACTOR may perform services that are not eligible for expenditure of funds by ODC but the percentage of Economic Development Corporation funds received must not exceed the percentage of eligible services performed by CONTRACTOR.

### **Section 3. In-Kind Services**

CONTRACTOR shall contribute certain in-kind services to the Economic Development Program. For the purposes of this Agreement, "in-kind services" shall mean the services or use of CONTRACTOR officers, employees, buildings, equipment or other facilities that are not acquired, designated and used exclusively in connection with the Economic Development Program. No charges for in-kind services shall be made against the account or funds mentioned in this

agreement. Reimbursement for any such in-kind services may be spent only if provided for in the attached exhibits.

#### **Section 4. Reporting Requirements**

##### 4.1 Budget and Financial Reporting:

- a. CONTRACTOR shall comply with the approved annual contractor budget during the term of this Agreement, a copy of which is attached as Exhibit "A."
- b. On or before the 25<sup>th</sup> day of each month during the term of the Agreement, CONTRACTOR shall make and send to each member of the ODC Board of Directors, the City Council, ODC Treasurer, City Attorney, and file with the City Secretary, a report showing an accounting of all funds received and expended under this Agreement in relation to the authorized budget items shown in Exhibit "A." during the preceding month. Said report shall also show the cumulative expenses and revenues for the preceding month together with all prior months covered by this Agreement. Failure to submit this report within 15 days of its due date might result in the termination of all payments by ODC until all of the reporting requirements have been brought into compliance.
- c. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of Economic Development Program funds made by it. The general method of financial record keeping and reporting proposed by the CONTRACTOR to be used in complying with the requirements of this Agreement shall be submitted to and approved by the ODC Board of Directors. The sufficiency of detail of any activity or financial report required by this Agreement shall be determined by the ODC Board of Directors. All of the CONTRACTOR'S records pertaining to and related with the activities and funds under the Economic Development Program shall be available for inspection by the ODC Board of Directors, City Council, the Treasurer of ODC, designated auditor and City Manager of the City of Odessa at any time during CONTRACTOR'S normal office hours. The revenue provided by ODC under this Agreement shall be maintained by CONTRACTOR in a separate account established for that purpose and shall not be co-mingled with any other money or maintained in any other account.

#### 4.2 Activity Reporting:

- a. CONTRACTOR shall provide a monthly activity report in writing to ODC, to confirm that the public purpose for which the funds are made available is being accomplished and shall present a verbal summary at ODC's monthly meetings.
- b. Where determined necessary by the CONTRACTOR in order to avoid prejudicing the opportunity to attract new and additional industries to Odessa or to accomplish the expansion of existing industries, it shall be acceptable to use a coding system in connection with the records and reports required under this Agreement in order to temporarily keep confidential the identity of such industrial enterprises.
- c. In this connection, however, details and specific information regarding all activities under the Economic Development Program, including the identity of all industrial enterprises involved, shall be maintained by the CONTRACTOR and shall be available to the ODC's and City of Odessa's auditors in performing the audit of the funds involved in the Economic Development Program hereinafter required.
- d. CONTRACTOR will provide a monthly activity report in writing to the ODC and City's designated contact person who shall then ensure distribution to ODC Board, City Council, City Manager, City Attorney, City Secretary and Treasurer for ODC that will provide a current status report on all projects. It will track each project from the time it is determined to be a legitimate project until it is completed or written off. This report will provide hard data and provide the necessary information to ODC so it can track each project.
- e. CONTRACTOR shall also report the benchmark information referenced in Exhibit "B".

#### 4.3 Informal Reporting:

- a. The Activity Reporting Requirements outlined in this Article are for the purpose of providing information to meet the very basic exchange of information. However, to be efficient in the use of economic development funds, to compete in the open market for jobs, to be able to respond to issues and economic development opportunities in a timely manner, to make decisions regarding goals, objectives and priorities and to foster the necessary teamwork between ODC and CONTRACTOR, it is necessary to plan and to implement certain informal reporting and interactions which could occur on a frequent basis.
- b. For these purposes, the parties agree to engage in certain interaction and interoffice communications:

- 1) When decisions need to be made in regard to negotiations or strategy, CONTRACTOR will meet with those persons designated by ODC to develop a plan.
- 2) CONTRACTOR will meet with the ODC whenever necessary and also develop and distribute, in writing or by oral presentation, reports when needed over and above those required in this Article.
- 3) As economic development opportunities develop or change in status, CONTRACTOR will keep those officials informed that are designated by the City of Odessa and ODC by telephone, fax, mail or e-mail.

### **Section 5. Other Requirements**

5.1 **Audit:** In addition to the required reporting covering CONTRACTOR'S activities and expenditures under this Agreement, a certified audit of the funds and activities of such Economic Development Program shall be made annually in a manner and with the cost allocation between ODC and CONTRACTOR as determined by mutual consent of the parties. The auditors performing the above-described audit shall have access to and the right to examine all records and accounts directly related to the Economic Development Program and such other CONTRACTOR records and accounts as may be reasonably necessary to conduct and complete its audit of the Economic Development Program funds.

5.2 **Diversity:** ODC and City of Odessa strongly encourage the voluntary implementation of a Diversity Program whose goal it is to breakdown all barriers between people. Such a program should be designed to empower CONTRACTOR'S employees and organizational members to create an environment that utilizes the full potential of the Citizens of our Community. ODC or City of Odessa may request to review the program and/or practices to determine whether they are consistent with ODC and City objectives. Future funding may be conditional upon such a program.

5.3 **Civil Rights:** CONTRACTOR agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national original, sex or disability.

5.4 **Indemnity:** *CONTRACTOR agrees to and shall indemnify and hold harmless ODC, to the extent permitted at law, the City of Odessa, their officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property arising out of or in connection with*

*CONTRACTOR 's operation or the expenditure of funds authorized by this Agreement, or any services provided by CONTRACTOR funded or partially funded by this Agreement. Such indemnification shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the concurring, but not the sole, negligence of ODC, the City of Odessa, their officials, officers, agents or employees.*

5.5 Drug Free Workplace: CONTRACTOR shall comply with the Drug Free Workplace Act of 1988 including any amendments and administrative regulations, if required by federal law. If not required, ODC strongly recommends compliance with such law on a voluntary basis by CONTRACTOR approving a ban on the use and possession of illegal drugs in the workplace of CONTRACTOR. Such policy should also include some mechanism for enforcement of the prohibition. In future agreements, ODC may require the adoption of a drug free workplace policy, which includes drug testing, as a condition for the payment by ODC of public funds.

#### **Section 6. Miscellaneous Items**

6.1 Independent Contractor: It is expressly understood and agreed that as to the services rendered by CONTRACTOR in conducting the Economic Development Program under this Agreement, CONTRACTOR shall be considered an independent contractor insofar as its relationship to ODC. Accordingly, the officers and employees of CONTRACTOR used or involved in the Economic Development Program under this Agreement shall not be considered, for any purpose, to be the officers and employees of ODC.

6.2 Economic Development Sales Tax: ODC's obligation to fund the services required herein shall be paid solely from the Economic Development Sales Tax and shall not be a charge on any other fund or require the levy of a tax.

6.3 Property:

The parties agree to the following conditions regarding property rights:

- a. Title to any equipment purchased with ODC funds, in excess of \$1,000.00, shall vest in ODC; and when this Agreement terminates and is not renewed, CONTRACTOR shall deliver such equipment to the Treasurer of ODC. In order to inventory the equipment, "Odessa Development Corporation" shall be stamped or written on such equipment. In the case of material that has a copyright and is being purchased with ODC funds, it shall be registered in the name of Odessa Development Corporation.

- b. Any records and documents that are developed for the purpose of accomplishing services on behalf of ODC by CONTRACTOR, and necessary to continue to provide such services, or to show the rights or responsibilities of ODC shall be the joint property of ODC and CONTRACTOR with equal rights of use and access.
- c. Ownership of Documents. Upon acceptance or approval by ODC, all reports, information and other data, given to, prepared or assembled by CONTRACTOR under this Contract, and any other related documents or items shall become the sole property of ODC and shall be delivered to ODC, without restriction on future use. CONTRACTOR may make copies of any and all documents for its files. Any written or artistic works, motion pictures, sound recordings, computer programs, electronic databases, forms, and any other item that is copyrightable, and created in the course and scope of this Agreement, shall be works made for hire; and the copyright ownership shall be owned jointly by ODC and CONTRACTOR.

6.4 General Development Plan Amendments/Additional ODC Tasks:

- a. CONTRACTOR understands and agrees that the ODC Board of Directors may consider amendments to the adopted General Development Plan during this fiscal year regarding the goals, objectives, action steps and tasks to be performed by each of the ODC Contractors. If amendments are proposed and adopted by the ODC Board of Directors and the City Council, CONTRACTOR shall comply with that Amended General Development Plan in lieu of that set forth in this Agreement for the remainder of the Agreement period.
- b. CONTRACTOR understands and agrees that the ODC Board may request and require additional specific tasks of CONTRACTOR during this fiscal year that are not included in the General Development Plan but are deemed necessary by the ODC Board in furtherance of the ODC's goals and objectives.
- c. If the amendments are made to the General Development Plan or the ODC Board of Directors requires additional tasks not included in this Agreement that are not covered by the attached Budget, CONTRACTOR shall prepare an amended Budget and request the ODC Board of Directors to consider such amendments to CONTRACTOR'S Budget.

6.5 Excess ODC Funds: Any funds that are paid by ODC to the CONTRACTOR pursuant to this Agreement, and that are not expended by the end of the term of this Agreement, shall be refunded to ODC within 30 days after the receipt of requested audit, unless CONTRACTOR can provide ODC with written notice of funds that have not been expended but have been committed, and such commitment is supported by contracts or other written documentation.

6.6 Venue and Applicable Law: The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

6.7 Paragraph Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.8 Notices. All notices, communications and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the address shown below. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for ODC to:

Norma Aguilar-Grimaldo  
ODC Assistant Secretary  
P.O. Box 4398  
Odessa, Texas 79760-4398

If intended for CONTRACTOR, to:

For hand delivery:

Renee Henderson-Earls, CEO  
Odessa Chamber of Commerce  
700 North Grant, Suite 200  
Odessa, Texas 79761

For mail:

Renee Henderson Earls, CEO  
Odessa Chamber of Commerce  
P.O. Box 3626  
Odessa, Texas 79760

6.9 Term of Agreement: This Agreement shall become effective on October 1, 2019, and shall terminate on September 30, 2020. In the event that CONTRACTOR violates the terms or conditions of this Agreement, or fails to provide the agreed services, ODC, with City Council approval, may terminate this Agreement under the following conditions. ODC shall provide written notice of the violations or failures to CONTRACTOR. CONTRACTOR shall have thirty (30) days to cure the violations or failures to the satisfaction of ODC or to file a written response with the secretary for ODC Board. If CONTRACTOR fails to cure or to file a written response within such 30-day period, ODC, with City Council approval, may terminate this Agreement

immediately. If a written response is filed, ODC shall set a hearing before the Board and provide notice to CONTRACTOR. After consideration of the response and the testimony at the hearing, ODC may declare if there has or has not occurred the stated violations or failures. If the Board finds that such violations or failures have occurred, it shall give CONTRACTOR an additional thirty (30) days written notice and an opportunity to cure to the satisfaction of ODC. If not cured within such period, ODC, with City Council approval, may terminate this Agreement immediately.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

ATTEST:

"ODC"  
ODESSA DEVELOPMENT CORPORATION

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary as  
Assistant Secretary to ODC Board

By: \_\_\_\_\_  
Betsy Triplett-Hurt, Board President

"CONTRACTOR"  
ODESSA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Renee Henderson-Earls, CEO

CITY OF ODESSA APPROVAL

By: \_\_\_\_\_  
Michael Marrero, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Landers, Interim City Attorney,  
Attorney for ODC

**Treasurer to ODC Board = City of Odessa Director of Finance**

**Exhibit A - Annual Contractor Budget**

**Exhibit B - Contractor Services for ODC Economic Development Program**

**Exhibit C - List of Publications**

(ODC)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Betsy Triplett-Hurt, President of Odessa Development Corporation, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(CONTRACTOR)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Renee Henderson-Earls, CEO of Odessa Chamber of Commerce, a Texas 501(c)6 nonprofit  
organization, on behalf of said organization.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
COUNTY OF ECTOR       §

**ECONOMIC DEVELOPMENT CONTRACTOR AGREEMENT**  
**CVA ADVERTISING AND MARKETING**

**WHEREAS**, the Odessa Development Corporation, a type A Taxing Corporation, (hereinafter referred to as “ODC”) with City Council approval, has adopted a General Development Plan and has received Proposals to accomplish the action steps described in the General Development Plan; and

**WHEREAS**, CVA Advertising & Marketing Ltd., (hereinafter referred to as “CONTRACTOR”) submitted a Proposal to the Odessa Development Corporation for such economic development purposes and the funds for such proposal have been appropriated for the fiscal year 2019-2020; and

**WHEREAS**, the primary purpose of Contractor is to provide economic development related marketing and supportive information for ODC, and to assist ODC in the expansion and creation of new Economic Development in the area; and

**WHEREAS**, this is an eligible cost as defined in Section 504.102, Texas Local Government Code; and

**WHEREAS**, the parties have agreed on the terms and conditions and have set forth such terms and conditions in this Agreement;

**NOW, THEREFORE**, ODC and CONTRACTOR, do hereby agree as follows:

**Section 1. Economic Development Program**

CONTRACTOR shall provide the economic development services as provided herein and in Exhibits “A” (budget) and “B” (description) which documents are incorporated herein by reference. Such program shall be referred to herein as the “Economic Development Program”. CONTRACTOR shall comply with the Economic Development Corporation Act, Chapters 501 and 504, of the Texas Local Government Code.

CONTRACTOR shall deliver all data, reports and documents which it produces to the ODC Board at regular meetings. The services will be conducted on a step-by-step basis as authorized by the Board. The ODC Board, with City Council approval, may authorize a phase or project to be completed and then terminate the agreement by not authorizing any of the remaining phases or projects. CONTRACTOR represents that all its employees or associates who perform services under this Agreement shall be fully qualified and competent to perform the services

described in Exhibits “A” and “B”. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all tasks and services furnished by the Consultant under this Agreement.

ODC through its Board may request, from time to time, changes in the scope or focus of the activities conducted or to be conducted by CONTRACTOR pursuant to the Agreement. Any change which varies significantly from the scope of services set out in Article II and would entail a significant increase in cost or expense to CONTRACTOR shall be mutually agreed on by CONTRACTOR, the ODC Board of Directors and City Council.

### **Section 2. Funding**

ODC shall pay CONTRACTOR, for services actually performed, a fee, not to exceed \_\_\_\_\_ Dollars (\$\_\_\_), unless other conditions necessitate additional services, which must be authorized in advance in writing by ODC. The amount shown on Exhibit "A" includes all fees and expenses to be incurred by CONTRACTOR, including travel. Additional charges shall not be made unless specifically requested in writing and approved. Payments to CONTRACTOR shall be in the amount shown by the billings and other documentation submitted by CONTRACTOR. The billings shall be based on the total itemized units of services and expenses actually incurred but not to exceed the maximum fee set forth in Exhibit "A". No additional charges shall be made for overhead, administrative cost and routine secretarial work or computer charges. All services shall be performed to the satisfaction of the ODC Board and ODC shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved. Statements for services rendered may be submitted on a monthly basis or on a phase basis.

### **Section 3. RESERVED**

### **Section 4. Reporting Requirements**

4.1 **Budget and Financial Reporting:** CONTRACTOR shall comply with the approved annual contractor budget during the term of this Agreement, a copy of which is attached as Exhibit “A.” CONTRACTOR shall provide a monthly activity report in writing to ODC, to confirm that the public purpose for which the funds are made available is being accomplished and shall present a verbal summary at ODC’s monthly meetings.

4.2 **Informal Reporting:** For these purposes, the parties agree to engage in certain interaction and interoffice communications:

- a. When decisions need to be made in regard to negotiations or strategy, CONTRACTOR will meet with those persons designated by ODC to develop a plan.
- b. CONTRACTOR will meet with the ODC whenever necessary and also develop and distribute, in writing or by oral presentation, reports when needed over and above those required in this Article.

### **Section 5. Other Requirements**

5.1 **Audit:** N/A

5.2 **Diversity:** ODC and City of Odessa strongly encourage the voluntary implementation of a Diversity Program whose goal it is to breakdown all barriers between people. Such a program should be designed to empower CONTRACTOR'S employees and organizational members to create an environment that utilizes the full potential of the Citizens of our Community. ODC or City of Odessa may request to review the program and/or practices to determine whether they are consistent with ODC and City objectives. Future funding may be conditional upon such a program.

5.3 **Civil Rights:** CONTRACTOR agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national original, sex or disability.

5.4 **Indemnity:** *CONTRACTOR agrees to and shall indemnify and hold harmless ODC, to the extent permitted at law, the City of Odessa, their officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property arising out of or in connection with CONTRACTOR 's operation or the expenditure of funds authorized by this Agreement, or any services provided by CONTRACTOR funded or partially funded by this Agreement. Such indemnification shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the concurring, but not the sole, negligence of ODC, the City of Odessa, their officials, officers, agents or employees.*

*Approval of ODC shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, agents or associates for the accuracy and competency of information, documents or services provided by CONTRACTOR nor shall approval be deemed to be the assumption of such responsibility by ODC for any defect, error or omission in any documents prepared by CONTRACTOR, its employees, agents or associates*

5.5 Drug Free Workplace: CONTRACTOR shall comply with the Drug Free Workplace Act of 1988 including any amendments and administrative regulations, if required by federal law. If not required, ODC strongly recommends compliance with such law on a voluntary basis by CONTRACTOR approving a ban on the use and possession of illegal drugs and alcohol in the workplace of CONTRACTOR. Such policy should also include some mechanism for enforcement of the prohibition. In future agreements, ODC may require the adoption of a drug free workplace policy, which includes drug testing, as a condition for the payment by ODC of public funds.

### **Section 6. Miscellaneous Items**

6.1 Independent Contractor: It is expressly understood and agreed that as to the services rendered by CONTRACTOR in conducting the Economic Development Program under this Agreement, CONTRACTOR shall be considered an independent contractor insofar as its relationship to ODC. Accordingly, the officers and employees of CONTRACTOR used or involved in the Economic Development Program under this Agreement shall not be considered, for any purpose, to be the officers and employees of ODC.

6.2 Economic Development Sales Tax: ODC's obligation to fund the services required herein shall be paid solely from the Economic Development Sales Tax and shall not be a charge on any other fund or require the levy of a tax.

6.3 Property:

The parties agree to the following conditions regarding property rights:

Ownership of Documents. Upon acceptance or approval by ODC, all reports, information and other data, given to, prepared or assembled by CONTRACTOR under this Contract, and any other related documents or items shall become the sole property of ODC and shall be delivered to ODC, without restriction on future use. CONTRACTOR may make copies of any and all documents for its files. Any written or artistic works, motion pictures, sound recordings, computer programs, electronic databases, forms, and any other item that is copyrightable, and created in the course and scope of this Agreement, shall be works made for hire; and the copyright ownership shall be owned jointly by ODC and CONTRACTOR.

6.4 General Development Plan Amendments/Additional ODC Tasks:

a. CONTRACTOR understands and agrees that the ODC Board of Directors may consider amendments to the adopted General Development Plan during this fiscal year regarding the goals, objectives, action steps and tasks to be performed by each of the ODC Contractors. If amendments are proposed and adopted by the ODC Board of

Directors and the City Council, CONTRACTOR shall comply with that Amended General Development Plan in lieu of that set forth in this Agreement for the remainder of the Agreement period.

- b. CONTRACTOR understands and agrees that the ODC Board may request and require additional specific tasks of CONTRACTOR during this fiscal year that are not included in the General Development Plan but are deemed necessary by the ODC Board in furtherance of the ODC's goals and objectives.
- c. If the amendments are made to the General Development Plan or the ODC Board of Directors requires additional tasks not included in this Agreement that are not covered by the attached Budget, CONTRACTOR shall prepare an amended Budget and request the ODC Board of Directors to consider such amendments to CONTRACTOR'S Budget.

6.5 Excess ODC Funds: N/A

6.6 Venue and Applicable Law: The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

6.7 Paragraph Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.8 Notices: All notices, communications and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the address shown below. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for ODC to:

Norma Aguilar-Grimaldo  
ODC Assistant Secretary  
P.O. Box 4398  
Odessa, Texas 79760-4398

If intended for CONTRACTOR, to:

Christi Callicoatte  
CVA Advertising  
5030 E. University, Suite B-401  
Odessa, TX 79762-8146

christi@cvaadv.com

6.9 Term of Agreement: This Agreement shall become effective on October 1, 2019, and shall terminate on September 30, 2020. In the event that CONTRACTOR violates the terms or conditions of this Agreement, or fails to provide the agreed services, ODC, with City Council approval, may terminate this Agreement under the following conditions. ODC shall provide written notice of the violations or failures to CONTRACTOR. CONTRACTOR shall have thirty (30) days to cure the violations or failures to the satisfaction of ODC or to file a written response with the secretary for ODC Board. If CONTRACTOR fails to cure or to file a written response within such 30-day period, ODC, with City Council approval, may terminate this Agreement immediately. If a written response is filed, ODC shall set a hearing before the Board and provide notice to CONTRACTOR. After consideration of the response and the testimony at the hearing, ODC may declare if there has or has not occurred the stated violations or failures. If the Board finds that such violations or failures have occurred, it shall give CONTRACTOR an additional thirty (30) days written notice and an opportunity to cure to the satisfaction of ODC. If not cured within such period, ODC, with City Council approval, may terminate this Agreement immediately.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

ATTEST:

"ODC"  
ODESSA DEVELOPMENT CORPORATION

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary as  
Assistant Secretary to ODC Board

By: \_\_\_\_\_  
Betsy Triplett-Hurt, Board President

"CONTRACTOR"  
CVA ADVERTISING & MARKETING LTD

By: \_\_\_\_\_  
Craig Van Amburgh, President

CITY OF ODESSA APPROVAL

By: \_\_\_\_\_  
Michael Marrero, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Landers, Interim City Attorney,  
Attorney for ODC

**Treasurer to ODC Board = City of Odessa Director of Finance**

**Exhibit A – Annual Contractor Budget**

**Exhibit B – Contractor Services for ODC Economic Development Program**

(ODC)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Betsy Triplett-Hurt, President of Odessa Development Corporation, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(CONTRACTOR)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Craig Van Amburgh, President of CVA Advertising & Marketing Ltd., a Texas LLC, on behalf  
of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
COUNTY OF ECTOR       §

**ECONOMIC DEVELOPMENT CONTRACTOR AGREEMENT**  
**MOTRAN**

**WHEREAS**, the Odessa Development Corporation, a type A Taxing Corporation, (hereinafter referred to as “ODC”) with City Council approval, has adopted a General Development Plan and has received Proposals to accomplish the action steps described in the General Development Plan; and

**WHEREAS**, the Midland-Odessa Transportation Alliance, Inc., a non-profit corporation, (hereinafter referred to as “CONTRACTOR”) submitted a Proposal to the Odessa Development Corporation for such economic development purposes and the funds for such proposal have been appropriated for the fiscal year 2019-2020; and

**WHEREAS**, the primary purpose of Contractor is to establish a West Texas corridor, a highway between Mexico and the United States ("La Entrada al Pacifico"), which highway will be directed through the Odessa/Midland Metropolitan Statistical Area ("MSA"), and to assist ODC in the expansion and creation of new Economic Development in the area; and

**WHEREAS**, this is an eligible cost as defined in Section 504.102, Texas Local Government Code; and

**WHEREAS**, the parties have agreed on the terms and conditions and have set forth such terms and conditions in this Agreement; and

**WHEREAS**, the construction of such highway and the opportunities created with the North American Free Trade Agreement will create the groundwork for developing new and expanded enterprises in the Odessa/Midland area such as warehouse and distribution facilities; and

**WHEREAS**, pursuant to Texas Local Government Code, Section 501.103, there is a finding by the ODC Board that the completion of La Entrada al Pacifico is required and suitable as infrastructure and is necessary to promote or develop new or expanded business enterprises; and

**NOW, THEREFORE**, ODC and CONTRACTOR, do hereby agree as follows:

**Section 1. Economic Development Program**

CONTRACTOR shall provide the economic development services as provided herein and in Exhibits “A” (budget) and “B” (description) which documents are incorporated herein by reference. Such program shall be referred to herein as the “Economic Development Program”.

CONTRACTOR shall comply with the Economic Development Corporation Act, Chapters 501 and 504, of the Texas Local Government Code.

ODC through its Board may request, from time to time, changes in the scope or focus of the activities conducted or to be conducted by CONTRACTOR pursuant to the Agreement. Any change which varies significantly from the scope of services set out in Article II and would entail a significant increase in cost or expense to CONTRACTOR shall be mutually agreed on by CONTRACTOR, the ODC Board of Directors and City Council.

### **Section 2. Funding**

ODC shall pay to the CONTRACTOR the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) to be used solely for the purpose of conducting the Economic Development Program. ODC shall dispense funds to the CONTRACTOR by paying one quarter of the total on or before October 10, January 10, April 10, and July 10.

\*\*\*\*\*It is understood and agreed that CONTRACTOR will obtain the balance of funds from other sources. CONTRACTOR may perform services that are not eligible for expenditure of funds by ODC but the percentage of Economic Development Corporation funds received must not exceed the percentage of eligible services performed by CONTRACTOR.

### **Section 3. In-Kind Services**

CONTRACTOR shall contribute certain in-kind services to the Economic Development Program. For the purposes of this Agreement, "in-kind services" shall mean the services or use of CONTRACTOR officers, employees, buildings, equipment or other facilities that are not acquired, designated and used exclusively in connection with the Economic Development Program. No charges for in-kind services shall be made against the account or funds mentioned in this agreement. Reimbursement for any such in-kind services may be spent only if provided for in the attached exhibits.

### **Section 4. Reporting Requirements**

#### **4.1 Budget and Financial Reporting:**

- a. CONTRACTOR shall comply with the approved annual contractor budget during the term of this Agreement, a copy of which is attached as Exhibit "A."
- b. On or before the 25th day of each month during the term of the Agreement, CONTRACTOR shall make and send to each member of the ODC Board of Directors, the City Council, ODC Treasurer, City Attorney, and file with the City Secretary, a

report showing an accounting of all funds received and expended under this Agreement in relation to the authorized budget items shown in Exhibit "A." during the preceding month. Said report shall also show the cumulative expenses and revenues for the preceding month together with all prior months covered by this Agreement. Failure to submit this report within 15 days of its due date might result in the termination of all payments by ODC until all of the reporting requirements have been brought into compliance.

- c. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of Economic Development Program funds made by it. The general method of financial record keeping and reporting proposed by the CONTRACTOR to be used in complying with the requirements of this Agreement shall be submitted to and approved by the ODC Board of Directors. The sufficiency of detail of any activity or financial report required by this Agreement shall be determined by the ODC Board of Directors. All of the CONTRACTOR'S records pertaining to and related with the activities and funds under the Economic Development Program shall be available for inspection by the ODC Board of Directors, City Council, the Treasurer of ODC, designated auditor and City Manager of the City of Odessa at any time during CONTRACTOR'S normal office hours. The revenue provided by ODC under this Agreement shall be maintained by CONTRACTOR in a separate account established for that purpose and shall not be co-mingled with any other money or maintained in any other account.

#### 4.2 Activity Reporting:

- a. CONTRACTOR shall provide a monthly activity report in writing to ODC, to confirm that the public purpose for which the funds are made available is being accomplished and shall present a verbal summary at ODC's monthly meetings.
- b. Where determined necessary by the CONTRACTOR in order to avoid prejudicing the opportunity to attract new and additional industries to Odessa or to accomplish the expansion of existing industries, it shall be acceptable to use a coding system in connection with the records and reports required under this Agreement in order to temporarily keep confidential the identity of such industrial enterprises.
- c. In this connection, however, details and specific information regarding all activities under the Economic Development Program, including the identity of all industrial enterprises involved, shall be maintained by the CONTRACTOR and shall be available

to the ODC's and City of Odessa's auditors in performing the audit of the funds involved in the Economic Development Program hereinafter required.

4.3 Informal Reporting:

- a. The Activity Reporting Requirements outlined in this Article are for the purpose of providing information to meet the very basic exchange of information. However, to be efficient in the use of economic development funds, to compete in the open market for jobs, to be able to respond to issues and economic development opportunities in a timely manner, to make decisions regarding goals, objectives and priorities and to foster the necessary teamwork between ODC and CONTRACTOR, it is necessary to plan and to implement certain informal reporting and interactions which could occur on a frequent basis.
- b. For these purposes, the parties agree to engage in certain interaction and interoffice communications:
  - 1) When decisions need to be made in regard to negotiations or strategy, CONTRACTOR will meet with those persons designated by ODC to develop a plan.
  - 2) CONTRACTOR will meet with the ODC whenever necessary and also develop and distribute, in writing or by oral presentation, reports when needed over and above those required in this Article.

**Section 5. Other Requirements**

5.1 Audit: In addition to the required reporting covering CONTRACTOR'S activities and expenditures under this Agreement, a certified audit of the funds and activities of such Economic Development Program shall be made annually as determined by mutual agreement of the parties. The auditors performing the above-described audit shall have access to and the right to examine all records and accounts directly related to the Economic Development Program and such other CONTRACTOR records and accounts as may be reasonably necessary to conduct and complete its audit of the Economic Development Program funds.

5.2 Diversity: ODC and City of Odessa strongly encourage the voluntary implementation of a Diversity Program whose goal it is to breakdown all barriers between people. Such a program should be designed to empower CONTRACTOR'S employees and organizational members to create an environment that utilizes the full potential of the Citizens of our Community. ODC or

City of Odessa may request to review the program and/or practices to determine whether they are consistent with ODC and City objectives. Future funding may be conditional upon such a program.

5.3 Civil Rights: CONTRACTOR agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or disability.

5.4 Indemnity: *CONTRACTOR agrees to and shall indemnify and hold harmless ODC, to the extent permitted at law, the City of Odessa, their officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property arising out of or in connection with CONTRACTOR 's operation or the expenditure of funds authorized by this Agreement, or any services provided by CONTRACTOR funded or partially funded by this Agreement. Such indemnification shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the concurring, but not the sole, negligence of ODC, the City of Odessa, their officials, officers, agents or employees.*

5.5 Drug Free Workplace: CONTRACTOR shall comply with the Drug Free Workplace Act of 1988 including any amendments and administrative regulations, if required by federal law. If not required, ODC strongly recommends compliance with such law on a voluntary basis by CONTRACTOR approving a ban on the use and possession of illegal drugs and alcohol in the workplace of CONTRACTOR. Such policy should also include some mechanism for enforcement of the prohibition. In future agreements, ODC may require the adoption of a drug free workplace policy, which includes drug testing, as a condition for the payment by ODC of public funds.

## **Section 6. Miscellaneous Items**

6.1 Independent Contractor: It is expressly understood and agreed that as to the services rendered by CONTRACTOR in conducting the Economic Development Program under this Agreement, CONTRACTOR shall be considered an independent contractor insofar as its relationship to ODC. Accordingly, the officers and employees of CONTRACTOR used or involved in the Economic Development Program under this Agreement shall not be considered, for any purpose, to be the officers and employees of ODC.

6.2 Economic Development Sales Tax: ODC's obligation to fund the services required herein shall be paid solely from the Economic Development Sales Tax and shall not be a charge on any other fund or require the levy of a tax.

6.3 Property:

The parties agree to the following conditions regarding property rights:

- a. When MOTRAN contracts with MDC and ODC for an equal amount, the joint ownership shall be between ODC, MDC and MOTRAN.
- b. With regard to projects that are specifically with ODC or MDC, MOTRAN is not required to share data that is sensitive in nature or would compromise a relationship with that entity by having to share that information with the other entity.
- c. It is understood and agreed that with regard to the electronic databases of MOTRAN that are subject to the CAN-SPAM Act of 2003, the use will be restricted so as to comply with that Act.
- d. It is understood that MOTRAN holds the registered Trademark for the La Entrada al Pacifico logo. MOTRAN agrees that ODC and its agencies may use and publicize the La Entrada al Pacifico logo in its Economic Development efforts.

6.4 General Development Plan Amendments/Additional ODC Tasks:

- a. CONTRACTOR understands and agrees that the ODC Board of Directors may consider amendments to the adopted General Development Plan during this fiscal year regarding the goals, objectives, action steps and tasks to be performed by each of the ODC Contractors. If amendments are proposed and adopted by the ODC Board of Directors and the City Council, CONTRACTOR shall comply with that Amended General Development Plan in lieu of that set forth in this Agreement for the remainder of the Agreement period.
- b. CONTRACTOR understands and agrees that the ODC Board may request and require additional specific tasks of CONTRACTOR during this fiscal year that are not included in the General Development Plan but are deemed necessary by the ODC Board in furtherance of the ODC's goals and objectives.
- c. If the amendments are made to the General Development Plan or the ODC Board of Directors requires additional tasks not included in this Agreement that are not covered by the attached Budget, CONTRACTOR shall prepare an amended Budget and request the ODC Board of Directors to consider such amendments to CONTRACTOR'S Budget.

6.5 Excess ODC Funds: Any funds that are paid by ODC to the CONTRACTOR pursuant to this Agreement, and that are not expended by the end of the term of this Agreement, shall be refunded to ODC within 30 days after the receipt of requested audit, unless CONTRACTOR can

provide ODC with written notice of funds that have not been expended but have been committed, and such commitment is supported by contracts or other written documentation.

6.6 Venue and Applicable Law: The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

6.7 Paragraph Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.8 Notices: All notices, communications and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the address shown below. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for ODC to:

Norma Aguilar-Grimaldo  
ODC Assistant Secretary  
P.O. Box 4398  
Odessa, Texas 79760-4398

If intended for CONTRACTOR, to:

James Beauchamp, President  
Midland-Odessa Transportation Alliance, Inc.  
P. O. Box 60816  
Midland, Texas 79711

james@motran.org

6.9 Term of Agreement: This Agreement shall become effective on October 1, 2019, and shall terminate on September 30, 2020. In the event that CONTRACTOR violates the terms or conditions of this Agreement, or fails to provide the agreed services, ODC, with City Council approval, may terminate this Agreement under the following conditions. ODC shall provide written notice of the violations or failures to CONTRACTOR. CONTRACTOR shall have thirty (30) days to cure the violations or failures to the satisfaction of ODC or to file a written response with the secretary for ODC Board. If CONTRACTOR fails to cure or to file a written response within such 30-day period, ODC, with City Council approval, may terminate this Agreement immediately. If a written response is filed, ODC shall set a hearing before the Board and provide notice to CONTRACTOR. After consideration of the response and the testimony at the hearing,

ODC may declare if there has or has not occurred the stated violations or failures. If the Board finds that such violations or failures have occurred, it shall give CONTRACTOR an additional thirty (30) days written notice and an opportunity to cure to the satisfaction of ODC. If not cured within such period, ODC, with City Council approval, may terminate this Agreement immediately.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

ATTEST:

"ODC"  
ODESSA DEVELOPMENT CORPORATION

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary as  
Assistant Secretary to ODC Board

By: \_\_\_\_\_  
Betsy Triplett-Hurt, Board President

"CONTRACTOR"  
MIDLAND-ODESSA TRANSPORTATION  
ALLIANCE, INC.

By: \_\_\_\_\_  
James Beauchamp, President

CITY OF ODESSA APPROVAL

By: \_\_\_\_\_  
Michael Marrero, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Landers, Interim City Attorney,  
Attorney for ODC

**Treasurer to ODC Board = City of Odessa Director of Finance**

**Exhibit A – Annual Contractor Budget**

**Exhibit B – Contractor Services for ODC Economic Development Program**

(ODC)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Betsy Triplett-Hurt, President of Odessa Development Corporation, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(CONTRACTOR)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by James Beauchamp, President of Midland-Odessa Transportation Alliance, Inc., a Texas 501(c)6  
organization , on behalf of said organization.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
COUNTY OF ECTOR       §

**ECONOMIC DEVELOPMENT CONTRACTOR AGREEMENT**  
**UTPB-SBDC**

**WHEREAS**, the Odessa Development Corporation, a type A Taxing Corporation, (hereinafter referred to as “ODC”) with City Council approval, has adopted a General Development Plan and has received Proposals to accomplish the action steps described in the General Development Plan; and

**WHEREAS**, The University of Texas of the Permian Basin Small Business Development Center, a non-profit corporation, (hereinafter referred to as “CONTRACTOR”) submitted a Proposal to the Odessa Development Corporation for such economic development purposes and the funds for such proposal have been appropriated for the fiscal year 2019-2020; and

**WHEREAS**, the primary purpose of Contractor is to maintain and support a small business development center and as an additional program, to sponsor and coordinate an Entrepreneurial Challenge as further described in Exhibit “C” herein and to assist ODC in the expansion and creation of new Economic Development in the area; and

**WHEREAS**, this is an eligible cost as defined in Section 504.102, Texas Local Government Code; and

**WHEREAS**, the parties have agreed on the terms and conditions and have set forth such terms and conditions in this Agreement; and

**WHEREAS**, the primary purpose of UTPB-SBDC is to provide management and technical assistance to the small business sector in the community by training and counseling business people in management, financing, marketing and operating small businesses, and providing comprehensive services and access to experts in a variety of fields, which services are determined to be for a public purpose, and to assist ODC in the expansion and creation of new Economic Development in the area;

**NOW, THEREFORE**, ODC and CONTRACTOR, do hereby agree as follows:

**Section 1. Economic Development Program**

CONTRACTOR shall provide the economic development services as provided herein and in Exhibits “A” (budget) and “B” (description) and Exhibits “C-1” and “C-2” (entrepreneurial challenge) which documents are incorporated herein by reference. Such program shall be referred

to herein as the "Economic Development Program". CONTRACTOR shall comply with the Economic Development Corporation Act, Chapters 501 and 504, of the Texas Local Government Code.

ODC through its Board may request, from time to time, changes in the scope or focus of the activities conducted or to be conducted by CONTRACTOR pursuant to the Agreement. Any change which varies significantly from the scope of services set out in Article II and would entail a significant increase in cost or expense to CONTRACTOR shall be mutually agreed on by CONTRACTOR, the ODC Board of Directors and City Council.

### **Section 2. Funding**

ODC shall pay to the CONTRACTOR the sum of \_\_\_\_\_ Dollars (\$\_\_\_) to be used solely for the purpose of conducting the Economic Development Program. ODC shall dispense funds to the CONTRACTOR by paying one quarter of the total on or before October 10, January 10, April 10, and July 10.

ODC shall pay to the CONTRACTOR the sum of \_\_\_\_\_ Dollars (\$\_\_\_) to be used solely for the purpose of conducting the Entrepreneurial Challenge. ODC shall dispense funds to the CONTRACTOR by paying upon receipt of payment request.

\*\*\*\*\*It is understood and agreed that CONTRACTOR will obtain the balance of funds from other sources. CONTRACTOR may perform services that are not eligible for expenditure of funds by ODC but the percentage of Economic Development Corporation funds received must not exceed the percentage of eligible services performed by CONTRACTOR.

### **Section 3. In-Kind Services**

CONTRACTOR shall contribute certain in-kind services to the Economic Development Program. For the purposes of this Agreement, "in-kind services" shall mean the services or use of CONTRACTOR officers, employees, buildings, equipment or other facilities that are not acquired, designated and used exclusively in connection with the Economic Development Program. No charges for in-kind services shall be made against the account or funds mentioned in this agreement. Reimbursement for any such in-kind services may be spent only if provided for in the attached exhibits.

## Section 4. Reporting Requirements

### 4.1 Budget and Financial Reporting:

- a. CONTRACTOR shall comply with the approved annual contractor budget during the term of this Agreement, a copy of which is attached as Exhibit "A."
- b. On or before the 25th day of each month during the term of the Agreement, CONTRACTOR shall make and send to each member of the ODC Board of Directors, the City Council, ODC Treasurer, City Attorney, and file with the City Secretary, a report showing an accounting of all funds received and expended under this Agreement in relation to the authorized budget items shown in Exhibit "A." during the preceding month. Said report shall also show the cumulative expenses and revenues for the preceding month together with all prior months covered by this Agreement. Failure to submit this report within 15 days of its due date might result in the termination of all payments by ODC until all of the reporting requirements have been brought into compliance.
- c. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of Economic Development Program funds made by it. The general method of financial record keeping and reporting proposed by the CONTRACTOR to be used in complying with the requirements of this Agreement shall be submitted to and approved by the ODC Board of Directors. The sufficiency of detail of any activity or financial report required by this Agreement shall be determined by the ODC Board of Directors. All of the CONTRACTOR'S records pertaining to and related with the activities and funds under the Economic Development Program shall be available for inspection by the ODC Board of Directors, City Council, the Treasurer of ODC, designated auditor and City Manager of the City of Odessa at any time during CONTRACTOR'S normal office hours. The revenue provided by ODC under this Agreement shall be maintained by CONTRACTOR in a separate account established for that purpose and shall not be co-mingled with any other money or maintained in any other account.

#### 4.2 Activity Reporting:

- a. CONTRACTOR shall provide a monthly activity report in writing to ODC, to confirm that the public purpose for which the funds are made available is being accomplished and shall present a verbal summary at ODC's monthly meetings.
- b. Where determined necessary by the CONTRACTOR in order to avoid prejudicing the opportunity to attract new and additional industries to Odessa or to accomplish the expansion of existing industries, it shall be acceptable to use a coding system in connection with the records and reports required under this Agreement in order to temporarily keep confidential the identity of such industrial enterprises.
- c. In this connection, however, details and specific information regarding all activities under the Economic Development Program, including the identity of all industrial enterprises involved, shall be maintained by the CONTRACTOR and shall be available to the ODC's and City of Odessa's auditors in performing the audit of the funds involved in the Economic Development Program hereinafter required.

#### 4.3 Informal Reporting:

- a. The Activity Reporting Requirements outlined in this Article are for the purpose of providing information to meet the very basic exchange of information. However, to be efficient in the use of economic development funds, to compete in the open market for jobs, to be able to respond to issues and economic development opportunities in a timely manner, to make decisions regarding goals, objectives and priorities and to foster the necessary teamwork between ODC and CONTRACTOR, it is necessary to plan and to implement certain informal reporting and interactions which could occur on a frequent basis.
- b. For these purposes, the parties agree to engage in certain interaction and interoffice communications:
  - 1) When decisions need to be made in regard to negotiations or strategy, CONTRACTOR will meet with those persons designated by ODC to develop a plan.
  - 2) CONTRACTOR will meet with the ODC whenever necessary and also develop and distribute, in writing or by oral presentation, reports when needed over and above those required in this Article.

## Section 5. Other Requirements

5.1 Audit: In addition to the required reporting covering CONTRACTOR'S activities and expenditures under this Agreement, CONTRACTOR is requested to provide annually copies of any pages related to the Small Business Development Center or Entrepreneurial Challenge that are created as part of the UTPB System certified audit. ODC reviewers shall have access to and the right to examine all records and accounts directly related to the Economic Development Program and such other CONTRACTOR records and accounts as may be reasonably necessary to conduct and complete its audit of the Economic Development Program funds.

5.2 Diversity: ODC and City of Odessa strongly encourage the voluntary implementation of a Diversity Program whose goal it is to breakdown all barriers between people. Such a program should be designed to empower CONTRACTOR'S employees and organizational members to create an environment that utilizes the full potential of the Citizens of our Community. ODC or City of Odessa may request to review the program and/or practices to determine whether they are consistent with ODC and City objectives. Future funding may be conditional upon such a program.

5.3 Civil Rights: CONTRACTOR agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national original, sex or disability.

5.4 Indemnity: ***CONTRACTOR agrees to and shall indemnify and hold harmless ODC, to the extent permitted at law, the City of Odessa, their officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property arising out of or in connection with CONTRACTOR 's operation or the expenditure of funds authorized by this Agreement, or any services provided by CONTRACTOR funded or partially funded by this Agreement. Such indemnification shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the concurring, but not the sole, negligence of ODC, the City of Odessa, their officials, officers, agents or employees.***

5.5 Drug Free Workplace: CONTRACTOR shall comply with the Drug Free Workplace Act of 1988 including any amendments and administrative regulations, if required by federal law. If not required, ODC strongly recommends compliance with such law on a voluntary basis by CONTRACTOR approving a ban on the use and possession of illegal drugs and alcohol in the

workplace of CONTRACTOR. Such policy should also include some mechanism for enforcement of the prohibition. In future agreements, ODC may require the adoption of a drug free workplace policy, which includes drug testing, as a condition for the payment by ODC of public funds.

### **Section 6. Miscellaneous Items**

6.1 **Independent Contractor:** It is expressly understood and agreed that as to the services rendered by CONTRACTOR in conducting the Economic Development Program under this Agreement, CONTRACTOR shall be considered an independent contractor insofar as its relationship to ODC. Accordingly, the officers and employees of CONTRACTOR used or involved in the Economic Development Program under this Agreement shall not be considered, for any purpose, to be the officers and employees of ODC.

6.2 **Economic Development Sales Tax:** ODC's obligation to fund the services required herein shall be paid solely from the Economic Development Sales Tax and shall not be a charge on any other fund or require the levy of a tax.

6.3 **Property:**

The parties agree to the following conditions regarding property rights:

- a. Title to any equipment purchased with ODC funds, in excess of \$1,000.00, shall vest in ODC; and when this Agreement terminates and is not renewed, CONTRACTOR shall deliver such equipment to the Treasurer of ODC. In order to inventory the equipment, "Odessa Development Corporation" shall be stamped or written on such equipment. In the case of material that has a copyright and is being purchased with ODC funds, it shall be registered in the name of Odessa Development Corporation.
- b. Any records and documents that are developed for the purpose of accomplishing services on behalf of ODC by CONTRACTOR, and necessary to continue to provide such services, or to show the rights or responsibilities of ODC shall be the joint property of ODC and CONTRACTOR with equal rights of use and access.
- c. **Ownership of Documents.** Upon acceptance or approval by ODC, all reports, information and other data, given to, prepared or assembled by CONTRACTOR under this Contract, and any other related documents or items shall become the sole property of ODC and shall be delivered to ODC, without restriction on future use. CONTRACTOR may make copies of any and all documents for its files. Any written or artistic works, motion pictures, sound recordings, computer programs, electronic

databases, forms, and any other item that is copyrightable, and created in the course and scope of this Agreement, shall be works made for hire; and the copyright ownership shall be owned jointly by ODC and CONTRACTOR.

6.4 General Development Plan Amendments/Additional ODC Tasks:

- a. CONTRACTOR understands and agrees that the ODC Board of Directors may consider amendments to the adopted General Development Plan during this fiscal year regarding the goals, objectives, action steps and tasks to be performed by each of the ODC Contractors. If amendments are proposed and adopted by the ODC Board of Directors and the City Council, CONTRACTOR shall comply with that Amended General Development Plan in lieu of that set forth in this Agreement for the remainder of the Agreement period.
- b. CONTRACTOR understands and agrees that the ODC Board may request and require additional specific tasks of CONTRACTOR during this fiscal year that are not included in the General Development Plan but are deemed necessary by the ODC Board in furtherance of the ODC's goals and objectives.
- c. If the amendments are made to the General Development Plan or the ODC Board of Directors requires additional tasks not included in this Agreement that are not covered by the attached Budget, CONTRACTOR shall prepare an amended Budget and request the ODC Board of Directors to consider such amendments to CONTRACTOR'S Budget.

6.5 Excess ODC Funds: Any funds that are paid by ODC to the CONTRACTOR pursuant to this Agreement, and that are not expended by the end of the term of this Agreement, shall be refunded to ODC within 30 days after the receipt of requested audit, unless CONTRACTOR can provide ODC with written notice of funds that have not been expended but have been committed, and such commitment is supported by contracts or other written documentation.

6.6 Venue and Applicable Law: The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

6.7 Paragraph Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.8 Notices: All notices, communications and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the address shown below. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for ODC to:

Norma Aguilar-Grimaldo  
ODC Assistant Secretary  
P.O. Box 4398  
Odessa, Texas 79760-4398

If intended for CONTRACTOR, to:

Mr. Michael Crain, Executive Director  
University of Texas of The Permian Basin  
4901 East University Blvd.  
Odessa, Texas 79762

crain\_m@utpb.edu

6.9 Term of Agreement: This Agreement shall become effective on October 1, 2019, and shall terminate on September 30, 2020. In the event that CONTRACTOR violates the terms or conditions of this Agreement, or fails to provide the agreed services, ODC, with City Council approval, may terminate this Agreement under the following conditions. ODC shall provide written notice of the violations or failures to CONTRACTOR. CONTRACTOR shall have thirty (30) days to cure the violations or failures to the satisfaction of ODC or to file a written response with the secretary for ODC Board. If CONTRACTOR fails to cure or to file a written response within such 30-day period, ODC, with City Council approval, may terminate this Agreement immediately. If a written response is filed, ODC shall set a hearing before the Board and provide notice to CONTRACTOR. After consideration of the response and the testimony at the hearing, ODC may declare if there has or has not occurred the stated violations or failures. If the Board finds that such violations or failures have occurred, it shall give CONTRACTOR an additional thirty (30) days written notice and an opportunity to cure to the satisfaction of ODC. If not cured within such period, ODC, with City Council approval, may terminate this Agreement immediately.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

ATTEST:

"ODC"  
ODESSA DEVELOPMENT CORPORATION

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary as  
Assistant Secretary to ODC Board

By: \_\_\_\_\_  
Betsy Triplett-Hurt, Board President

"CONTRACTOR"  
University of Texas of the Permian Basin  
Small Business Development Center

By: \_\_\_\_\_  
Cesario Valenzuela, Vice President of  
Business Affairs

CITY OF ODESSA APPROVAL

By: \_\_\_\_\_  
Michael Marrero, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Landers, Interim City Attorney,  
Attorney for ODC

**Treasurer to ODC Board = City of Odessa Director of Finance**

**Exhibit A - Annual Contractor Budget**

**Exhibit B - Contractor Services for ODC Economic Development Program**

**Exhibit C-1 - Entrepreneurial Challenge Budget**

**Exhibit C-2 - Entrepreneurial Challenge Description**

(ODC)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Betsy Triplett-Hurt, President of Odessa Development Corporation, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(CONTRACTOR)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Cesario Valenzuela, Vice President of Business Affairs of the University of Texas of the  
Permian Basin Small Business Development Center, a Texas non-profit corporation, on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ODESSA DEVELOPMENT CORPORATION**

**GENERAL DEVELOPMENT PLAN**

**FY – 2019-2020**

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## Forward

The Odessa Development Corporation is required by the Bylaws of Odessa Development Corporation to adopt, on an annual basis, a General Development Plan for the Corporation and to submit the Plan to the City Council for its approval prior to submission of the annual budget. This document has been prepared to satisfy that requirement. The State Development Corporation Act of 1979 governs Odessa's Type A Sales Tax. Type A allows for supporting economic development projects to promote new and expanded industrial and manufacturing activities in our city.

### GENERAL DEVELOPMENT PLAN

#### VISION:

“Odessa is a city of opportunity. By diversifying and expanding its economy, Odessa will provide opportunities for employment and the best possible quality of life for all of its citizens.”

#### PURPOSE:

Article Four of the Articles of Incorporation of the Odessa Development Corporation indicates that, “the purpose of the Corporation is to promote and develop industrial and manufacturing enterprises in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City, and to do any and all projects authorized by Section 4A of Article 5190.6, Tex. Rev. Stat. Ann.”

#### MISSION:

On March 24, 1998, City Council drafted a Mission for Odessa Development Corporation. The Mission is to:

Create new jobs;

- Grow the tax base;
- Promote business activity and expand business compatible with Odessa;
- Diversify the economy; and
- Help build a skilled and educated work force

#### 2019 Strategic Planning Goals:

- Assist in public/private coordinated effort to find solutions to construction of workforce housing.
- Explore other/additional incentives for business/industrial projects located throughout the community.
- Explore other/additional incentives for downtown projects .
- Utilize all forms of social media and traditional media for creative marketing. .
- Work collaboratively with Odessa College, UTPB, and TTU-HSC.
- Work collaboratively with downtown groups and agencies.
- Intentionally establish global marketplace marketing.

**2019 Target Industries:** These industries are from the 2017 Target Industry Analysis conducted by Perryman. The code numbers are North American Industry Classification System (NAICS) Sector numbers required for ODC Funding.

**Perryman's Target Industries for the Odessa Area**  
**NAICS Codes**

**Oil and Gas Support Sectors**

**21- Mining, Quarrying and Oil & Gas Extraction**

213112- Support Activities for Oil & Gas operation

**31-33 Manufacturing**

**Renewable Energy Manufacturing and Support**

**Machinery Manufacturing**

**Chemical Manufacturing**

**Environmental Equipment**

**Metal Fabrication**

Including but not limited to;

33313- Mining and Oil and Gas Field Machine Manufacturing

332710-Maching Shops

33299- All other Fabricated Metal Product Manufacturing

3251- Basic Chemical Manufacturing

3323- Architectural and Structural Metal Manufacturing

**Aircraft Maintenance and Parts**

3364- Aerospace Products and Parts

336411- Aircraft Manufacturing

336413- Other Aircraft Parts and Auxiliary Equipment Manufacturing

**62-Health Care**

**Health Care Delivery**

**42- Wholesale Trade**

**Medical Devices and Equipment**

**48-49 Transportation and Warehousing**

**Distribution**

**Warehousing**

**Transportation Support Service**

**51- Information**

**Data Processing**

## Economic Development Strategy in the Odessa-Ector County Area

Target Industries for the Odessa Area	
Industry	Local Multiplier
Oil and Gas Support Sectors	3.26
Renewable Energy Manufacturing and Support	2.98
Environmental Equipment	2.92
Health Care Delivery	2.36
Medical Devices and Equipment	3.04
Distribution	3.07
Warehousing	2.88
Machinery Manufacturing	3.25
Chemical Manufacturing	7.59
Aircraft Maintenance and Parts	3.20
Data Processing	2.66
Metal Fabrication	2.75
Transportation Support Services	2.86
Source: The Perryman Group	

**Contractor #1: Economic Development—EDD-OCC**  
Economic Development Department-Odessa Chamber of Commerce

**Mission:**

- Develop, organize, and administer the comprehensive Economic Development program of the ODC.
- Increase the number of jobs and realize economic benefits for the City through expansion and diversification of the economic base.
- Coordinate new or expanded manufacturing and industrial facilities.
- Bring in research and development facilities, recycling facilities, defense industry firms, renewable energy, healthcare-related businesses and services, logistics consulting, distribution centers, warehouse facilities, and other activities authorized under the Economic Development Act.
- Promote the City of Odessa as a Regional Business Center.

**Goals:**

In relation to the **ODC's Compliance Committee:**

- Receive, review, and respond to all inquiries and industrial prospect requests.
- Provide one-on-one counseling.
- Make appropriate referrals of applications for new and existing businesses, as based on the Jobs Creation Matrix or the Investment Benefit Matrix.
- Communicate with Compliance Committee members as to meeting dates.
- Provide meeting venue for Compliance Committee.
- Coordinate with City Attorney office for necessary documents for applications.
- Record and maintain minutes of all meetings.
- Maintain all records of the Compliance Committee.
- Coordinate with City Attorney and City Secretary for documents to be considered by ODC and City Council.
- Annually evaluate Odessa's incentive and financing programs as compared with competitive cities.
- Recommend revisions to ODC and the City Council to improve competitiveness in attracting business and expanding existing businesses.

Perform the following Economic Development functions:

- Provide ongoing recruitment of primary employers, expansions, and capital investment into Odessa.
- Promote awareness of, and distribute, information on incentives including job creation and capital investment grants, workforce availability and training capabilities.
- Continue aggressive local business retention and expansion program through coordinated visits and interviews with local businesses.
- Work with all available partners to provide entrepreneurs and small businesses with counsel and support.
- Provide coordination of International Trade which will include all markets outside of Texas and the United States.
- Provide training in exporting through active membership in District Export Council. Our staff also provides on average 60 Certificates of Origin per year for local business exports from Odessa manufacturers. Prospect development includes ALL prospects regardless of the country of origin.

- Work with the Texas Economic Development Council, Team Texas, The High Ground of Texas, and the Governor's office of Economic Development to develop Odessa as the Business center in our region.
- Work with the Odessa Black Chamber of Commerce and with the Odessa Hispanic Chamber of Commerce.
- In cooperation with the City Manager's Office and City Attorney's Office present tax abatement(s) requests to local taxing entities.
- Improve cooperation and coordination to expand efforts in the city, county, and region, particularly in the area of infrastructure planning and development.
- On behalf of ODC, coordinate the bi-monthly meetings of the Odessa Partnership
- Maintain the system for collection of basic economic and community data.

Coordinate and work cooperatively with other ODC contractors as follows:

- Work with, and make appropriate referrals to, the UTPB-America's SBDC to provide professional counsel and support to entrepreneurs and small businesses.
- Promote and market the resources of UT-Permian Basin, Odessa College, and Texas Tech University-Health Sciences Center to develop a skilled, educated, and motivated labor force.
- Work in cooperation with and support the efforts of MOTRAN.
- Work with CVA Advertising to administer the ODC's comprehensive marketing program.

**Contractor #2: Economic Development –UTPB-SBDC**  
UTPB - America's Small Business Development Center

**Mission:** Support the efforts of the Odessa Development Corporation by providing small businesses, start-ups, and entrepreneurs with professional counsel and support.

**Goals:**

1. Small Business Development Center:

- Act as Odessa's Small Business Center as a "one stop-shop" for small business development
- Facilitate on-going education seminars for small business development and to assist start-up companies.
- Assist in loan packaging.
- Provide one-on-one counseling.
- Conduct seminars to assist start-up companies.

2. Odessa Business Challenge:

Administer and manage the "Odessa Business Challenge" program in coordination with the ODC to award funds to entrepreneurs and small businesses through a competitively judged competition.

3. OPTIONAL proposal: **Train potential entrepreneurs online**

**General Topics of the Online Educational Component (OEC)**

- Introduction to Entrepreneurship
- Recognizing Opportunities and Generating Ideas
- Feasibility Analysis
- Developing an Effective Business Model
- Industry and Competitor Analysis
- Writing a Business Plan
- Preparing the Proper Ethical and Legal Foundation
- Assessing a New Venture's Financial Strength and Viability
- Building a New-Venture Team
- Getting Financing or Funding
- Marketing Issues
- Intellectual Property

**Contractor #3: Infrastructure**  
**Midland-Odessa Transportation Alliance MOTRAN**

**Mission:**

- Support the continued development of transportation infrastructure in order to promote economic development in Odessa for new or expanded business enterprises.
- Bring additional infrastructure funding to the area, above normal programmed amounts.

**Goals:**

- Secure additional transportation infrastructure funding:
  - Specifically for Ector County and City of Odessa
- Energy Sector Improvements:
  - Partner with the Texas Department of Transportation (TXDOT) and Texas A&M Transportation Institute (TTI) to research and develop data that accurately accounts for truck traffic derived from oil and gas well development and production activity in the Permian Basin, and will allow us to address issues with lack of programmed funding.
- Project specific improvements along US 385, US 67, and La Entrada al Pacifico Corridors:
  - Continue to advocate for advancement of the planning/design efforts underway for US 385 from the Crane/Upton County Line to 1-10 in advancement of the La Entrada al Pacifico Corridor
  - Continue participation in planning study to identify and program additional improvements along the US 67 corridor from Presidio to 1-10 to facilitate continued development of the La Entrada Corridor.
- Interstate-14 Re-Designation:
  - Continue efforts for re-designation of the western segment of Interstate-14 to the US 87/SH158/1-20 corridor, as opposed to the current designation along US 190.
- Collaborate with other entities to develop strategies to improve transportation, transmission, and telecommunications (including Wi-Fi) infrastructure in Ector County.

## **Contractor #4: Advertising--CVA** **CVA Advertising & Marketing, LTD**

**Mission:** Administer the ODC's comprehensive marketing program using a variety of tools to enhance the city's image while promoting and marketing Odessa not only as a Regional Business Center but also as a location for manufacturing and other activity authorized by the Economic Development Act to all targeted industries.

### **Goals:**

#### PRIMARY TARGET AUDIENCE

- Prospective consultants, site selectors, corporate executives at companies thinking about relocating, particularly within our target industries
  - Develop more target industry-specific marketing campaigns, particularly those targeted toward medical manufacturing and technology.
  - Focus broad messages on ODC target industries and site selectors.
  - Increase messaging to corporate executives/decision makers not located in Odessa.
  - Enhance image and perception and increase consideration of Odessa for company relocations and business expansion and retention.
  - Continue to provide tools to the economic development department for increased face-to-face interaction with site selectors and local businesses.
  - Continue to execute goal-driven digital strategy.
  - Increase website traffic through other digital marketing tactics.
- Prospective local businesses, current business owners/management and employees
  - Continue to expand messaging for Business Retention & Expansion.
  - Increase direct marketing to consultants and local businesses.
  - Increase messaging to Odessa businesses.

#### SECONDARY TARGET AUDIENCE

- Local Workforce
  - Help all economic development stakeholders connect and collaborate.
- Odessa Citizens
  - Continue internal marketing campaign - Odessa community awareness of ODC.

## **Contractor #5: Administrative Services**

### **City of Odessa**

#### **Goals:**

- Provide all necessary accounting, financial, legal, administrative, and operational services necessary to operate the Odessa Development Corporation.
- Provide proper venues for conducting ODC business in compliance with the Public Open Meetings Act.

#### **Services provided by City Finance Department**

##### Accounting:

- receipt of sales tax revenue
- monitoring of sales tax revenue
- monthly monitoring of ODC investments

##### Financial:

- monthly financial monitoring
- monthly reporting
- facilitate payments to ODC contractors and grant recipients
- coordination with Budget Director to compile ODC budget
- provide information for the Budget, Audit, and Finance Committee

#### **Services provided by City Manager's office**

- coordinate meetings of Budget, Audit and Finance Committee
- assist, as needed.

#### **Legal services provided by City Attorney's Office:**

- Work with Economic Development Dep't-OCC on Compliance Committee applications.
- Attend Compliance Committee meetings.
- Work with Economic Development Dep't-OCC to meet with companies; negotiation, preparation, and review of all Economic Development Agreements.
- Downtown Odessa, Inc.: meet with grant applicants, negotiation, preparation, and review of all Infrastructure and Façade Agreements.
- Contractor's Agreements:
  - Annually review ODC General Development Plan
  - Prepare resolutions for ODC approval and for the City Council approval of ODC items.
  - Legal research, preparation of all ancillary documents and agreements.
  - Working with outside auditors and the City Auditor to audit compliance with all agreements.
- Work with Economic Development Dep't-OCC for preparation and review of all Economic Development Agreements.
- Through the City Manager's office, coordinate efforts with Economic Development Executive Director-OCC to work with local government entities to establish an aggressive and competitive incentive and finance policy to include Enterprise Zone, Tax Abatements, Freeport Tax Exemptions, 380 agreements, etc.
- Assist City Secretary in preparation and posting of ODC agendas for all meetings

**Administrative services provided by the City Secretary's Office:**

- Prepare and post of ODC agendas for all meetings with the assistance of the Legal Department.
- Coordinate with City Attorney all legal documents for ODC meetings.
- Records in writing and prepares the minutes of ODC for all meeting
- Protects and preserves all ODC records, such as agendas, minutes, resolutions, and contracts.
- Serves as custodian of the ODC corporate seal.
- Serves as assistant secretary to ODC.
- Prepare and post of ODC items on the City Council's Finance Committee meetings.
- Prepare and post of the ODC items on the City Council Agendas.

**Downtown Odessa, Inc.:**

- Manage and administer a comprehensive façade and infrastructure improvements grant program for the businesses located in downtown Odessa.

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