

PUBLIC NOTICE
ODESSA DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING
City Council Chambers - City Hall, 5th Floor
411 W. 8th Street, Odessa, Texas 79761
Thursday, June 11, 2020, at 2:00 p.m.

Odessa Development Corporation Meeting to be held with Social Distancing Guidelines

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 May 14 and 27, 2020 ODC Board
3. Contractors reports:
 - A. Economic Development Dept.-Odessa ChamberWesley Burnett
 - B. CVA Advertising & MarketingCraig Van Amburgh
 - C. UTPB-America’s SBDC..... Tyler Patton, Sr. Business Consultant
 - D. UTPB-Business Challenge.....Bryan Bierwirth
 - E. MOTRANJames Beauchamp, President
 - F. City Administrative Support; Financials Cindy Muncy
4. Consider a resolution approving the second incentive payment to Select Energy based on compliance with the Economic Development Agreement Robert Carroll
5. Review and discuss proposed FY 2020-2021 Gen Dev Plan FORM ODC Board
6. Review and discuss contract FORM for Contractors ODC Board
7. ODC Committee and Officer reports:
 - A. PartnershipTim Edgmon
 - B. Tax Incentive..... Melanie Hollmann, David Boutin
 - C. Advertising Gene Collins, Tim Edgmon
 - D. DOI Design Chris Cole, Gene Collins
 - E. Perryman Study Task Force
8. Discuss emergency assistance options related to the COVID-19 pandemic ODC Board
9. 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, and on the Odessa Development Corporation’s website www.odessatex.com, this the _____ day of _____, 2020, at _____ .m., said time being more than seventy-two hours (72) prior to the time at which the subject meeting will be convened and called to order.

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

Norma Aguilar-Grimaldo, City Secretary



**ODESSA DEVELOPMENT CORPORATION MINUTES
CITY OF ODESSA, TEXAS**

May 14, 2020

A regular meeting of the Odessa Development Corporation (ODC) was held on May 14, 2020 at 2:00 p.m., in the Council Chambers, fifth floor, City Hall, 411 W. 8th St., Odessa, Texas. Due to the COVID-19, the meeting was teleconferenced, as allowed by the Governor's executive order.

Members present: Tim Edgmon, Gene Collins, Melanie Hollmann, David Boutin, and Chris Cole.

Member absent: Mayor David R. Turner, ex-officio.

Others present:

City Staff: Norma Aguilar-Grimaldo, City Secretary; Natasha Brooks, City Attorney; Robert Carroll, Assistant City Attorney; Cindy Muncy, Interim Assistant City Manager; Lawanna Lambert, Downtown Odessa Director; and Michael Marrero City Manager;

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

Others: Council members Mari Willis and Peggy Dean, and Michael Shelton; Ray Perryman, Lorraine Perryman; and other interested citizens.

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

Mr. Collins gave the invocation.

March 12, April 7 and May 1, 2020 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 was working on a gas liquid project. Mr. Boutin asked about the PSP report on its withdrawal of its six million dollar support with the Odessa Housing Finance housing project. Mr. Edgmon stated that OHFC would reapply as it has stopped due to the COVID-19 pandemic. Mr. Collins asked about the ODC funds if it stayed allocated. Ms. Muncy explained the allocation in reserve for the project until expenditures were expended. Odessa Housing Finance Corp. was looking for other options.

Mr. Van Amburgh reported on advertising activity. The podcast would be scheduled once the COVID-19 restrictions were lifted. The TV segment was cancelled and be rescheduled. The testimonial TV spots were cancelled. An ad was in the Odessa

American featuring Nick Fowler. The website would be reconstructed. A survey was sent to local companies regarding its effect from COVID-19. He provided the results. He reported on the social media as Facebook increased but Twitter declined.

Mr. Patton reported on SBDC's April activity. April's capitalization was \$228,000 with Odessa at \$178,000. There were 232 counseling sessions and 202 counseling hours. No seminars were presented. He explained March's activity as staff was sent home due to COVID-19. Assistance was provided through phone call consulting. On-line training was provided. He stated that its blog provided information on the Paycheck Protection Program and other relief efforts. Mr. Edgmon asked that the information be provided to the ODC board to assist with getting the message out.

Mr. Bierwirth reported that the Business Challenge had its top 15 businesses. The seminars were being held on Zoom. The business plans were due on April 24. The pitch presentations would be on June 9 but closed to the public. The award ceremony was cancelled due to the COVID-19 but the winners would be announced on June 10. He provided the results of the survey to determine factors on participating in the challenge.

Mr. Fawcett provided the economic analysis for the I-27 study. With the challenging times, the data shows that state resources and stimulus funding to the Permian Basin would make for a long-term economic growth and state revenue benefit. He provided an update on the local and regional planning priorities. He updated the board on the WI-FI broadband project as many people were working from home. The program would utilize grand funding. Mr. Collins asked about the broadband task force committee. Mr. Burnett stated that the task force was not set up. There would be contact with the school, Chamber, City, ODC, and County that would be represented.

Ms. Muncy reported on the financial activities. Total expenditures were \$1,270,160 for March. Interest income was \$489,734. She reviewed the investment portfolio. She explained how the funds would stay in reserve and when it was moved from long term to short term. The medical invoices and the Perryman report would be paid in May.

Resolution No. ODC-2020R-05 - Downtown Façade Economic Development Agreement with Karla Flores. Ms. Lambert stated that the request was for a \$25,000 grant. She explained the tier levels for the reimbursement. The property was 513 N. Grant and total investment was \$46,810. She provided pictures of the property. The proposal fit the design standard and the plan was to rent the building. It would be a 12-month project for completion. The Odessa Design Committee approved the agreement for \$25,000.

Motion was made by Mr. Cole and seconded by Ms. Hollmann to approve the resolution. The motion was approved by unanimous vote.

Resolution No. ODC-2020R-06 – Odessa College fifth incentive payment based on compliance with the economic development agreement. Mr. Carroll reported that Weaver reviewed the documentation and it was in compliance. The fifth incentive would be for \$526,779.64.

Motion was made by Ms. Hollmann and seconded by Mr. Collins to approve the resolution. The motion was approved by unanimous vote.

Resolution No. ODC-2020R-07 – FMC Technologies third incentive payment based on compliance with the economic development agreement. Mr. Carroll stated that there were no issues with the FMC documentation. He recommended the third incentive payment. Payroll was \$3 million with 57 jobs.

Motion was made by Mr. Collins and seconded by Mr. Cole to approve the resolution. The motion was approved by unanimous vote.

Ms. Hollmann asked about the payments being paid in a timely manner. Ms. Muncy explained the payment authorization process and it would be paid on the next check run.

Report on Preserving the Permian Basin Energy Sector Structure and the Odessa Economy through the COVID-19 and Oil Supply Shock Challenges. Dr. Perryman reported that the state of the economy was a health crisis issue and not any other type that we have had in the past. It was vital that we keep the structure together and it would come back rapidly once the health crisis was over. It was a terrible challenge with the downturn as a global perspective. The oil and gas industry was a problem due to the close of the economy. He stated it was very important to keep the workforce together. It was a very viable industry and it did not need to be dismantled. He recommended supporting the local employees and not losing the workforce, which could cause delay. He explained the difference of the oil crisis from the 1980s. It was completely different from what was being experienced today even though it looked like the 80s. He strongly recommended that advocacy be done for the local area as it was under represented in Austin and Washington. The Permian Basin was a major player in oil and gas and it was less than 1% represented in Congress. The community needed to continue to solve its housing, infrastructure and workforce issues. It also needed to improve the broadband for schools and industries. Mr. Boutin stated it was a good report and not easy solutions but ODC could participate. He stated that a task force would be beneficial with industry representatives on the committee. Mr. Edgmon stated that ODC has assisted with the food bank and a possible project with UTPB on scholarships. He asked how to get Austin's attention. Dr. Perryman stated that a PR and advocacy campaign was needed and include the private sector. The message needed to be carried outside our area. Mrs. Perryman stated that a small group advocacy would help that had knowledge of the industry to organize a campaign. It needed to have the coordination of the industry. Mr. Cole agreed with the report and asked if it would be driven through the Chamber. Mrs. Perryman stated that ODC and the Chamber could be the driving force. It was an opportunity for all of Odessa to work together in its efforts by a community driven leadership. Representatives were needed on each area. Task forces should be developed. She emphasized the importance on the broadband, as it was needed for education and those working from home. Our community had a double hit with the oil industry and the pandemic. Mrs. Perryman stressed the importance of advocating.

Mr. Boutin envisioned making the Perryman report a month update on the agenda, continue the focus on broadband Wi-Fi and the Compliance Committee work on a new program for existing business. He stated that the marketing should be lead by the task force with the industry representatives to be facilitated by the Chamber. He would assist as a liaison to the task force. He stated time was an essence. Mr. Collins stated that Odessa did not utilize all the representatives and it was a good time to work together. The whole community needed to be utilized as it had resources that could be used in Austin and Washington. All the governmental entities needed to be involved. Mrs.

Perryman stated for the community to be proactive not reactive. The report would be posted on the ODC website.

Plan of action in response to the fall of oil and gas in Odessa and ODC's role in its recovery, based on the Perryman study. Create a task force to implement the plan of action in response to the fall of oil and gas as well as extend the message to the people of Odessa that this situation is not a long-term failure and discuss issues related to the COVID-19 pandemic, the effects it has had on the community and ways that ODC may help. Mr. Collins asked for the City Attorney's office to establish the ways on assisting in the response to the pandemic that was within the scope of the ODC guidelines. Ms. Brooks stated that the Council directed that each project be reviewed on a case-by-case basis. She reported that there were no guidelines in this unprecedented time. Mr. Edgmon stated that the projects would be brought to ODC to be evaluated. Mr. Edgmon stated that Mr. Boutin would be the point person for working together on the study. He would be on the task force. Kirk Edwards was identified to lead up the advocacy as he had contacts in Austin and Washington.

ODC Committee and Officer Reports. There were no meetings for Partnership or the Tax Incentive. The Tax Incentive guidelines were approved as required every two years. There was no advertising meeting. CVA would assist with the PR campaign and educate our local community as recommended from the Perryman study. Mr. Burnett stated that the electronic billboard had a rotating message. Mr. Collins had a project for Legal to consider if it met the ODC guidelines for funding. The project was a tracing and tracking app to identify areas on test results and to be used as a passport to enter venues.

The meeting adjourned at 4:01 p.m.

ATTEST:

APPROVED:

Norma Aguilar-Grimaldo, TRMC, CMC
City Secretary

Tim Edgmon
President



**ODESSA DEVELOPMENT CORPORATION MINUTES
CITY OF ODESSA, TEXAS**

May 27, 2020

A special meeting of the Odessa Development Corporation (ODC) was held on May 27, 2020 at 2:00 p.m., in the Council Chambers, fifth floor, City Hall, 411 W. 8th St., Odessa, Texas. Due to the COVID-19, the meeting was teleconferenced, as allowed by the Governor's executive order.

Members present: Tim Edgmon, Gene Collins, Melanie Hollmann, David Boutin, and Chris Cole.

Members absent: Mayor David R. Turner, ex-officio.

Others present:

City Staff: Norma Aguilar-Grimaldo, City Secretary; Natasha Brooks, City Attorney; Robert Carroll, Assistant City Attorney; and Cindy Muncy, Interim Assistant City Manager;

ODC Contractors: Wesley Burnett, Economic Development; and Dustin Fawcett, MOTRAN; and

Others: Council member Mari Willis and other interested citizens.

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

Mr. Collins gave the invocation.

Resolution No. ODC-2020R-08 - Approve the 2020-2021 Budget Calendar.

Mr. Carroll stated that the budget calendar was prepared like last year and letters would be sent to contractors once approved. The contract was substantively the same contract as last year but items were moved around. Ms. Hollmann requested the redline document to be sent with the changes. Mr. Edgmon proposed about a budget every other year. Mr. Collins stated that times were changing. He asked if another category could be added in regards to the emergency response. Mr. Boutin stated that business retention was part of the ODC strategy and it focused on business retention, which would be covered. Mr. Burnett stated that there was a line item for local business retention. He stated that the agreements made fit into the business retention with the COVID-19. Mr. Boutin stated that the development plan needed to be fluid and address uses as it arose. The board needed the flexibility to make decisions under the bylaws. If there was a two-year budget, it should be amended due to circumstances. Mr. Collins stated that there was a process for a request to be approved. Mr. Edgmon stated this would be on the next agenda for discussion. Mr. Boutin recommended passing the one-year calendar and discussing the two-year budget at a future meeting. He agreed with the calendar if there were no time issues. Mr. Carroll stated that the contractors had a month to turn in their budgets. Mr. Burnett stated, in the past, there were budget deadlines but were not reviewed for two months. He requested that there be enough

time for the contractors to turn in the budget and be reviewed in a timely manner. Mrs. Muncy would research if the economic development board could have a biannual budget, as it is part of the City. She stated that the service contracts have changes such as salaries. She suggested combining the adopted General Development Plan with the budget. It will allow more time for agencies to turn in the budget. Mr. Collins asked if it were a two-year budget would new contractors be able to submit a proposal in between the budget years. Mrs. Muncy stated that funds were readily available. Funds were available for the contractors, business incentives and new agreements. Mr. Burnett supported the two-year budget as it would provide assurance and continuity for the contractors.

Motion was made by Mr. Cole and seconded by Mr. Boutin to approve the resolution with the change of combining the General Development Plan and budget to be adopted at the same time. The motion was approved by unanimous vote.

The meeting adjourned at 2:31 p.m.

ATTEST:

APPROVED:

Norma Aguilar-Grimaldo, TRMC, CMC
City Secretary

Tim Edgmon
President



Odessa Chamber of Commerce
Economic Development

Services for the Odessa Development Corporation

May 2020

Projects

2018-01

- Lead from the Governor's office; **Sabre Chemical**, a chemical manufacturing business is seeking a HQ location in Odessa, adding 200 jobs to the workforce
- Seeking rail service 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
- Company has closed on building, currently has 60 employees, plans to ramp up to 200 over 3 years
- HQ and distribution office, incentive application should be submitted soon
- Company continues to develop options for increasing facility size and job numbers. Discussion of locating more of operation in Odessa
- Company has incentive application, negotiations for increasing and expanding operations in Odessa
- Company making improvements / upgrades to existing local facility
- No update, waiting on application from company
- Company re-evaluating timeline due to recent situation

2018-05

- **X-Energy** 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 intrinsically safe procedure is expected to generate the sale of electricity and process heat from this facility which 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, no report

2019-01

- **Project Rockhound** is a 1000-megawatt solar project in western Ector County. \$1 billion CapEx, process of incentives with taxing entities ongoing
- No update

2019-03

- Oil and Gas manufacturing company out of state wishes to consolidate operations into Odessa
- 62 retained and transferred jobs, 46 new jobs created, \$7 million payroll
- Compliance met and will be recommending incentives to ODC board
- ODC Board and City Council approved an incentives package for the project
- Agreement executed
- Development delayed due to current situation

2020-01

- DEF Plant
- \$2.5-3 capital investment
- 15-20 jobs
- Project in early stage of planning
- Ongoing

2020-02

- Site location consultants and staff conducted virtual site visit for a new heavy industrial manufacturing facility
- 2,950 construction jobs during 3-4 year construction
- 250-380 permanent employees
- \$3-6 billion CapEx, 24/7 operation
- Completed, follow up, over 250 questions on site, utilities, rail etc
- Clarification requested, addressed
- Awaiting next steps with consultants and company

Local Business Retention and Expansion

- Multiple local expansions in beginning stages
- Project Who, food manufacturer, working on ODC application. Still plans for Odessa location, timeline extended due to current situation
- Emergency funding for Westech Seal for face shields for COVID-19 health professionals
- Mailed note cards to local manufacturing businesses
- Emergency funding for West Texas Food Bank for industrial freezer for food storage

Odessa Partnership

- The March 26, 2020 meeting was postponed due to current situation, will be rescheduled at a later date

Business Retention and Expansion Visits

- 3 new business consultations in office

Housing

- OHFC approved for incentives on 216-unit multi-family project expansion on 87th Street. PSP has withdrawn project investment of \$6 million due to recent economic situation, construction on hold.
- Housing pod project with interest in multi-family, mixed use and single-family pursuing project for Downtown and NE Odessa. Evaluating investments to partner with PSP and Downtown Odessa area interest. Project moving forward on all fronts. Project put on hold.
- Approved two housing grants. 7 single family, 6 townhomes.
- LOA Land Development, 192 lot subdivision working on infrastructure grant application.

Services and Other Activities

- Ingham Economic Index February Report sent via Mailchimp and posted to website
- Odessa Development News / Economic Indicators for April sent via Mailchimp and posted to website
- Certificates of Origin for Eckel International Inc., equipment and parts shipping to Saudi Arabia, Ankara Turkey and Pointe Noire Republic of Congo
- Certificate of Origin for PBP Fabrications for parts shipping to Abu Dhabi, UAE

- Certificate of Origin for Standby Monitoring Systems for parts shipping to Kuwait
- Demographic information to Kristeen Castro with Staybridge



Partner Visits

TEDC Webinar – Researching In Place – Top 5 Free Data Sources for Mastering Your Local Economy	Staff
Chmura Webinar – Reopening the Post COVID-19 Economy	Staff
Weekly Chamber Staff Meetings (Zoom)	Director and Staff
Chmura Webinar – Impact on Education Funding and Enrollment	Director and Staff
Chamber Directors Meetings	Director
Texas Scholars – Packets/Certificates for Schools	Staff
Q&A Quint Studor Webinar	Staff
Economic Development Dept – Staff Meeting (Zoom)	Director and Staff
Recovery Strategy Task Force	Director
Governor’s Small Business Webinar	Staff
Reopening the Economy Webinar	Staff
Planning for Ector County Home Connectivity (Zoom)	Director
UTPB Athletic Director Search Committee	Director
Governors Small Business Webinar Series	Director and Staff
Walker Webcase With Colorado’s Governor	Staff

IEDC – Education and Certification Advisory Committee	Director
Prepare for Virtual Site Visits and the Coming Economic Recovery	Staff
Chmura – Site Selection in an Era of COVID-19	Staff
Buxton Company – Hyper-Local Consumer Insights: How Competitive Communities are Helping Local Businesses Survive and Thrive Webinar	Director and Staff
By the Basin (Zoom)	Director
PBMPO Board Meeting	Director
Chamber Education Committee Mtg	Staff
Opportunity Odessa Steering Committee (Zoom)	Director and Staff
MOTRAN Board Mtg (Zoom)	Director
PAC Executive (Zoom)	Director
First Basin Board Mtg	Director
Perryman Strategy Marketing Update Mtg	Director and Staff
Fueling the Permian Basin Task Force – Kirk Edwards	Director and Staff
THBI President’s Call w/Emma Schwartz	Director and Staff
Apergy – Toby Eoff Mtg	Director

Odessa Economic Indicators

2020

Building Permits

	2020	2019	Total Value
New Single Family	49	38	\$8,991,680
New Commercial	0	3	\$0
Other	63	100	\$2,909,376
Totals	112	141	\$11,901,056
YTD Totals	658	641	\$89,018,050

Sales and Use Tax

	2020	2019	% Change
City of Odessa	\$4,824,043	\$6,053,787	-20.26%
Totals YTD	\$20,535,115	\$24,513,968	-16.23%

Labor Market Statistics

	2020	2019
Civilian Labor Force	79,055	88,227
Total Employment	68,405	86,437
Total Unemployment	10,650	1,790
Unemployment Rate	13.5%	2.0%
Payroll Employment Estimate	72,900	84,300

Permian Basin Rig Count

Month	2020	2019
April	213	356
March	291	356
February	295	368
January	296	378

Midland International Air and Space Port

	2020	2019
Enplaned	5,262	50,350
Deplaned	4,633	52,270
Enplaned YTD	129,237	194,927
Deplaned YTD	132,233	197,363

MLS Statistics-Residential (SF/COND/TH)

	2020	2019
Total Sold	93	198
Dollar Volume	\$20,832,832	\$43,643,619
Total Sold YTD	410	554
Volume YTD	\$97,701,387	\$126,555,794

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@odessaocdev.com (432) 332-9111



ADVERTISING & MARKETING

ODESSA DEVELOPMENT CORPORATION

MAY 2020 ACTIVITIES

STRATEGIC COMMUNICATION PLAN

CVA Advertising is working with the advertising committee of ODC and liaison David Boutin to develop and implement a Strategic Communication Plan for local, regional and national communications to bolster support for the West Texas oil and gas industry and the citizens of the Permian Basin based on recommendations in the Perryman Report entitled "Keeping It Together", which was approved at the last ODC meeting in April. CVA's involvement in this communication plan will focus primarily on two of the reports recommendation:

- To engage in an information campaign to communicate to the community how the current downturn is different from others such as the 1980s (encouraging residents to "stand tall" and weather the current downturn in the oil industry.)
- To engage in a marketing and advocacy campaign to inform State and federal leaders and major private-sector constituencies of the importance of the Permian Basin.

To this end, the Chamber ED Department, ODC representatives, and CVA Advertising have had several meeting with strategists and public affair companies to formulate a focused strategy for the 2-prong campaign. CVA will also assist in the third Perryman Report recommendation (providing universal broadband availability across our area) where we can. The Strategic Communication Plan is in its final stages of development.

PODCAST/TV AD SERIES

Podcast - Opportunity Odessa

Will interview new interviewees within the next 3 weeks.



ADVERTISING & MARKETING

TV News Segment - Spirit of Odessa

The recording of Wesley Burnett's segments on housing, education, healthcare, and local expansion will be rescheduled as soon as possible.

TELEVISION

We were not on the air in May with our BR&E spot featuring Nick Fowler since all major sporting events have been postponed. However, television figures to be an important part of our Strategic Communication Plan and we will utilize the same type programming plus additional programming once the that marketing campaign launches within the next 30-45 days.

OUTDOOR ADVERTISING

CVA began running 6 new billboards designs focused on inspiring Odessans to be proud of our city and to "hold on, we're coming back" - an encouragement to workers to not leave this market. We must have the trained workforce ready to return to work once the price of oil returns in the near future. Samples of these billboards are contained later in this report.

WEBSITE

CVA will add key copy points and messaging developed for the Strategic Communication Plan currently in development once it has been presented and approved.

SOCIAL MEDIA/DIGITAL MEDIA

Overview

In May, our overall social media engagement, clicks and likes across all platforms were up despite a lower number of impressions. We continued the page likes campaign on Facebook, resulting in 8 new page likes. Our Twitter impressions and profile visits were up significantly due to a high number of tweets this month.



ADVERTISING & MARKETING

Facebook

Over the last month on Facebook, CVA has continued to generate content from relevant articles of local news organizations. Facebook metrics were lower this month, following 6 months of positive numbers. Our page views were down 2%, and new page likes were 8, down from 12 the previous month. However our video views were up 175%. Our campaigns resulted in 8 new page likes and reached a total of 8,367 people.

Twitter

Over the last month on Twitter our metrics were up significantly across the board. Impressions were up 56%, and profile visits were up 72%. 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 tweets resulted in 2,060 impressions and 69 visits to our profile.

Website

Our website metrics were up this month, with a 30% increase in page views, and a 29% increase in sessions. The majority of our traffic this month came from organic search, which comprised 48% of visits, direct website entry was 28%, and social media made up 16%, which is up significantly from last month. Our top pages for views, in order, were the homepage, location-maps, the research reports page, and the why Odessa page.

Info on new followers/likes:

Facebook: 8 new page likes

Twitter: 7 new followers

LinkedIn: 1 new followers



Hey, Odessa, believe in yourself.
We WILL be back.

432-333-7880 • odessatex.com



Hold on, Odessa...
we'll be back after this.

432-333-7880 • odessatex.com



We will **RISE**



432-333-7880 • odessatex.com



We haven't come this far
to slow down now.

432-333-7880 • odessatex.com



Stay STRONG, Odessa.
We're Coming Back.

432-333-7880 • odessatex.com



Odessa'll bounce back.
That's what winners do.

432-333-7880 • odessatex.com

Odessa Development Corporation Digital Report

May 2020

Social Overview

 Total Social Impressions

20.92K 23.73K

↑ 12%

IMPRESSIONS

 Total Social Clicks

1.55K 977

↑ 58%

CLICKS

 Total Social Engagement

1.94K 1.50K

↓ 30%

ENGAGEMENT

 Total Social Likes

334 274

↓ 22%

LIKES

 Total Social Followers

2.92K 2.91K

↓ 0%

FOLLOWERS

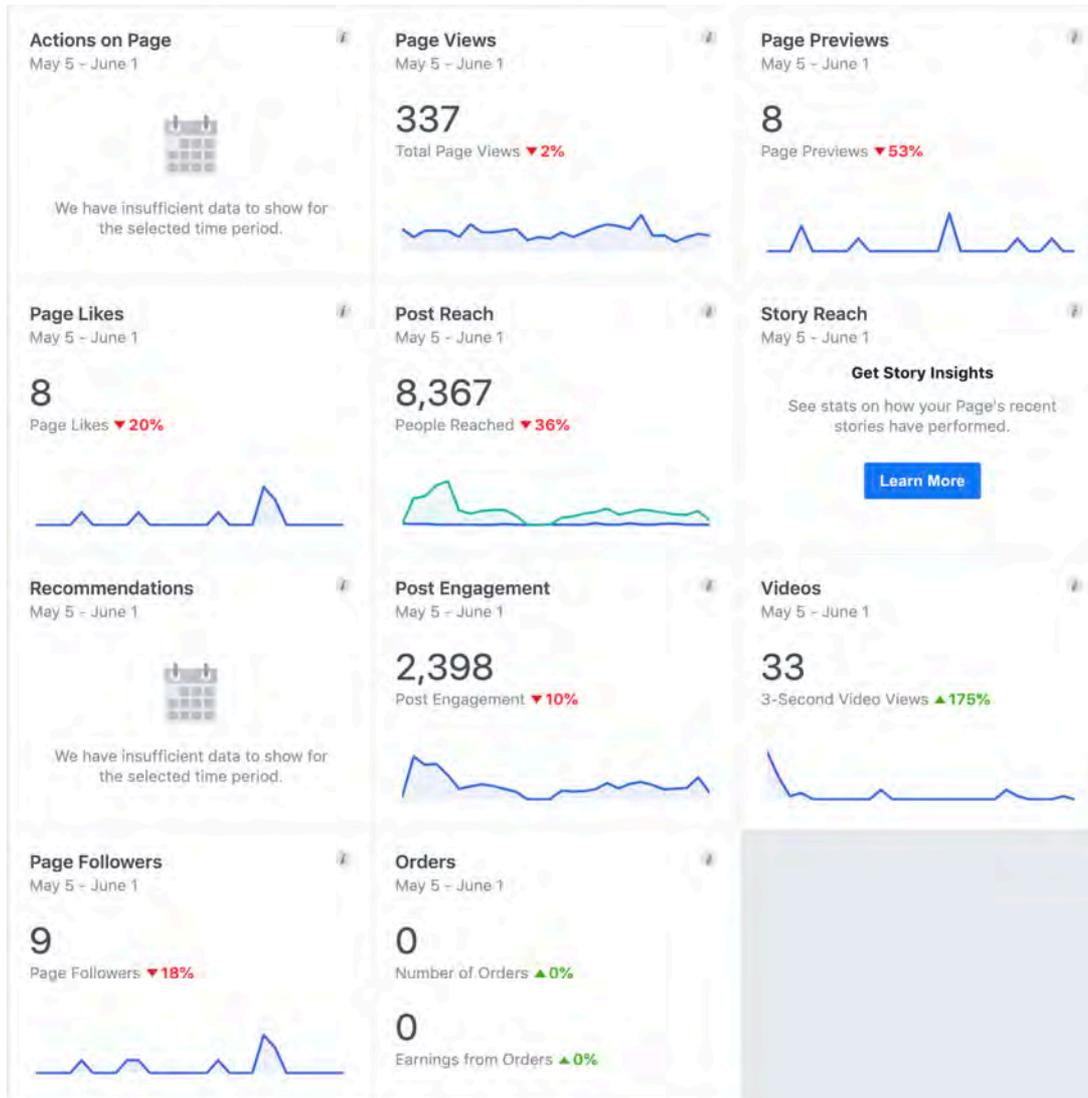
 Total Social Shares

41 224

↑ 82%

SHARES

Facebook Overview



Facebook Top Posts

Odessa Development Corporation
Published by Caleb Burnett [?] · May 22 at 12:00 PM · 🌐

"An aggressive and focused response is imperative to both maintain the infrastructure of the local sector and secure the full potential of Odessa and the entire Permian Basin as the epicenter of efforts to meet future global energy needs."

Read The Perryman Group's COVID-19 pandemic strategy and response for the Permian Basin here:

ODESSATEX.COM
odessatex.com

3,466 People Reached **773** Engagements [Boost Again](#)

Boosted on May 22, 2020 By Caleb Burnett Completed

People Reached	3.4K	Post Engagement	129
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[View Results](#)

👍❤️😬 Pearl Jimenez, Bill Bowden and 46 others 3 Comments 3 Shares

👍 Like 💬 Comment ➦ Share 🗨️

Odessa Development Corporation
Published by Caleb Burnett [?] · May 5 at 12:00 PM · 🌐

UTPB Assistant Professor of Nursing Diana Ruiz said nursing students like Lorena Najera are helping the Ector County Health Department call all the individuals that were exposed to someone who was identified as positive with COVID-19.



ODESSATEX.COM
UTPB Nursing Students in Fight with Coronavirus - Odessa TX | Economic Development

3,847 People Reached **551** Engagements [Boost Again](#)

Boosted on May 5, 2020 By Caleb Burnett Completed

People Reached	3.6K	Post Engagement	252
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[View Results](#)

👍❤️😬 146 5 Comments 8 Shares

Twitter Overview

28 day summary with change over previous period



MAY 2020 SUMMARY

Tweets
7

Tweet impressions
2,225

Profile visits
71

Mentions
3

New followers
7

Top Tweets

Top Tweet earned 253 impressions

“An aggressive and focused response is imperative to secure the full potential of Odessa and the entire Permian Basin...”

Read The Perryman Group’s COVID-19 pandemic strategy and response for the Permian Basin here: odessatex.com/wp-content/upl...

↩ 1 ↻ 1 ❤ 1

[View Tweet activity](#)

[View all Tweet activity](#)

Top mention earned 1 engagements



Boys & Girls Clubs of the Permian Basin

@BGCpermianbasin · May 11

We are honoring the Jose & Melinda Garriga of the Garriga Law Firm as our Odessa Club Champions of Philanthropy.

#ThankYou for your support!

#giveback #odessa #permianbasinstrong

@OdessaChamber @odessadevelop
pic.twitter.com/6xF4u8I7Y3

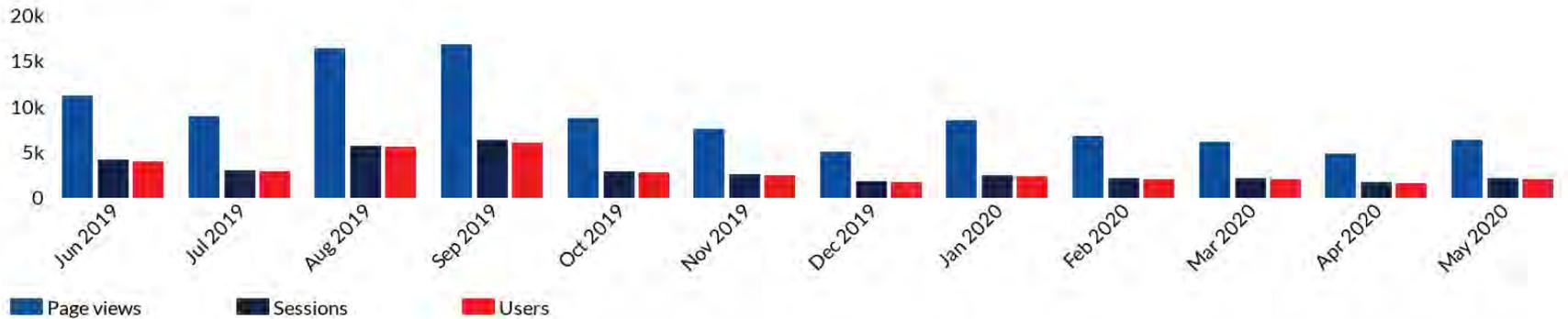


Website Performance

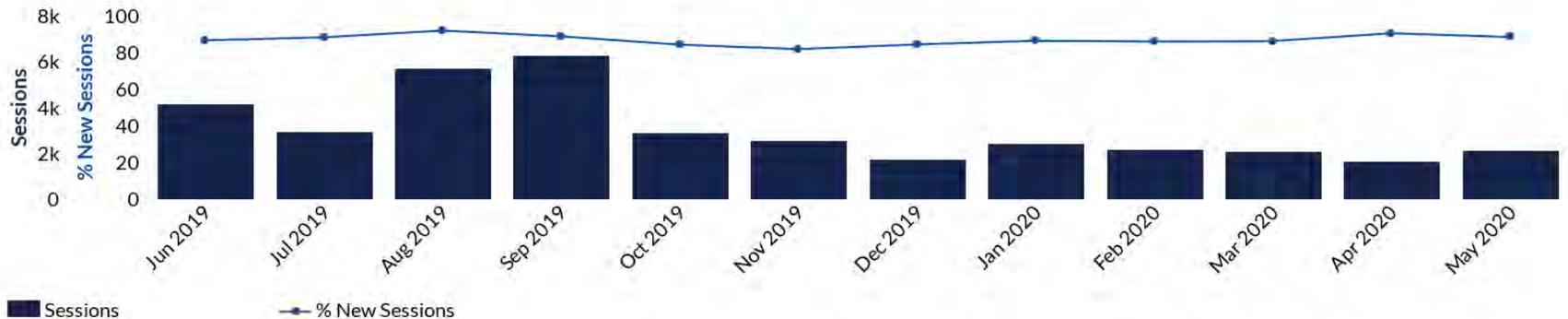
Performance KPIs



Website Performance Trend



Sessions vs New Sessions



UTPB SMALL BUSINESS DEVELOPMENT CENTER

2019-2020 New Business Start-Ups & Expansions

May-20							
ODESSA		OTHER LOCATIONS		ACTIVITIES			
New Businesses	2	New Businesses	4	Counseling Sessions	258	Seminars	0
Full-Time Jobs	2	Full-Time Jobs	13	Am Ind/N/Alaskan	0	Am Ind/N/Alaskan	0
Part Time Jobs	0	Part Time Jobs	0	Asian/pac. Islander	0	Asian/pac. Islander	0
				Black	53	Black	0
Total Jobs	2	Total Jobs	13	Hispanic	104	Hispanic	0
				Non-Hispanic	109	Non-Hispanic	0
				Total Clients	258	Total Attendees	0
				Counseling Hours	162	Training Hours	0

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	2019/20	Totals	2018/19 Totals
Counseling Sessions	212	148	149	200	214	743	232	258						2156	3403
Counseling Hours	229	142	150	216	202	562	202	162						1864	2927
Seminars Presented	3	2	1	1	3	5	0	0						15	42
Attendees	90	14	11	20	48	227	0	0						410	736
Training Hours	180.0	91	22	40	96	34	0	0						463	1446
New Businesses	1	11	2	3	4	2	2	6						31	43
Odessa New Business	0	4	1	0	1	1	2	2						11	13
Capitalization	\$1,025,000	\$3,709,600	\$1,000,000	\$273,000	\$721,600	\$490,000	\$228,000	\$1,715,336						\$7,883,027	\$19,824,583
Odessa Capitalization	\$250,000	\$3,265,000	\$0	\$50,000	\$521,600	\$0	\$178,000	\$671,536						\$4,673,427	\$3,895,616
Full-Time Jobs	8	39	4	23	22	2	7	15						120	192
Odessa FullTime Jobs	4	19	2	4	0	1	4	2						36	70
Part Time Jobs	0	28	0	5	0	0	0	0						33	72
Odessa Part Time Jobs	0	25	0	0	0	0	0	0						25	24
Total Jobs	8	53	4	26	22	2	7	15						137	236

6/1/2020 KAM



06/03/2020

Odessa Development Corporation Board of Directors,

May was a less eventful month for the Odessa Business Challenge, but work was still getting done. COVID-19 still altered some plans, but overall it didn't have as much of an impact as the previous months. Before diving into the details, I'd like to give a brief recap leading up to this month. At the end of January, we held three orientations, which brought in 89 attendees. Of those 89 attendees, 37 businesses paid to be part of this year's challenge, up from the previous high of 24 from 2019.

In January, we administered one seminar, (1) Brainstorming/Business Model Canvas, as all assigned workshops are mandatory. Many participants began scheduling the necessary time with myself, the Director of Business Competitions/Business Challenge Consultant, to discuss their business development.

In February, we administered four seminars, (1) How to Write a Business Plan, (2) How to Write an Investor Fact Sheet, (3) Marketing Your Small Business 101, and (4) Marketing Your Small Business 102. I met with all the participants multiple times to go over their business plans and investor fact sheets. Participants also emailed me their rough drafts of the fact sheet for review, and I sent them back feedback.

In March, five seminars were scheduled, (1) Legal Structure and Intellectual Property, (2) How to Build Your Outside Team, (3) Employee Benefits, (4) New Taxpayer, and (5) Bank Lender Panel, however, we were only able to present the first one due to the COVID-19 pandemic. The Investor Fact Sheets were due on March 6th and were delivered to the Judges on March 13th. While we waited for the Judges to score the Fact Sheets, I continued to work with all the participants. I scheduled appointments through Zoom and reviewed their business plans through email.

In April, we held one webinar, Business Insurance 101. I continued to meet with clients over Zoom and by phone. I announced the results of Round 1 on April 6th. The Top 15 business that went on to Round 2 can be found in last month's update and on the website www.odessabusinesschallenge.com. Throughout the month of April, the businesses moving on continued to work with me on their business plans. The ones that did not go on were introduced to Tyler Patton, Director of the UTPB Small Business Development Center. They were encouraged to continue to pursue their business goals with the help from the SBDC. The business plans were due on April 24th.

In May, I presented the webinar, How to Pitch. I worked with the participants on their pitch presentations while they wait for the outcome of Round 2. The challenge always slows down a bit once the business plans are turned in and I turn my attention to getting everything organized for the Pitch and the Award Ceremony. After speaking with the Marriott, the Judges, and the



participants, we decided to continue with the plan to have a live Pitch on June 9th. The Marriott moved us into a larger room so we can practice social distancing during the presentations. The Award Ceremony, unfortunately, has been cancelled due to the COVID-19 pandemic. However, we will use the funds dedicated for the ceremony, along with the remaining program income from the entry fees to launch an OBC20 Winners Ad Campaign. It will highlight the winners and their businesses as well as promote ODC and UTPB.

On June 1st, I announced the results of Round 2. The Top 8 finalists going on to Round 3, The Pitch, are

- Amenti Beauty Academy – owner Nancy Davis
- Dreamers Investments (SnoKing and NuEarth) – owner Gerardo Mazariegos
- Keystone – owner Venu Yankarla
- Permian – owners Lisa Brazile & Kim Schnaubert
- RoadRunner 1 Mobile Drug Testing – owner Miguel Porras
- Rooster's Diner – owners Erik Prado & Dede Prado
- RyKor – owner Jim Patterson
- Sikur Services – owner Bryan McGowen

The Pitch Presentations will be held on June 9th and they will be closed to the public. After listening to all eight pitches, the judges will decide who the winners are and how the \$350,000 will be divided among them. I will announce the winners on June 10th.

As of today, the program approved a single payment for the required \$37,750 expenditure to satisfy the marketing obligation described in the proposal. All remaining monies are allocated for the Pitch expenses, remaining operating expenses, and the Winner's Ad Campaign, confirming the end of the Challenge.

Respectfully,

Bryan Bierwirth
Director of Business Competitions
University of Texas Permian Basin
432-552-2463
Bierwirth_b@utpb.edu



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

La Entrada al Pacífico

May 29, 2020

RECEIVED
JUN 03 2020

BY CITY SECRETARY

The Honorable Tim Edgmon, Chair
Odessa Development Corporation
P.O. Box 4398
Odessa, Texas 79760

Dear Chairman Edgmon:

Please find the attached monthly financials for April 2020, and activity report for the Midland-Odessa Transportation Alliance, Inc.

We appreciate your continued support and assistance.

Sincerely,

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

James Beauchamp
President, Midland-Odessa
Transportation Alliance

cc. The Honorable David Turner, City of Odessa



STATE OF THE BASIN WEBINAR

In May we held a ZOOM Webinar entitled State of the Basin to provide an overview of the current economic conditions and outlook for recovery.

338 joined the webinar directly via the ZOOM application, however, we also shared the event live on Facebook to make it easier for some others to access. By the end of the week, the number of Facebook viewers grew to 3,666 viewing some part of the meeting, 1,000 views, 20 shares, and 558 engagements.

So, over 3,500 saw some of the meeting and just over 1,300 watched the whole thing.

During the recent webinar, we highlighted a couple of reports that are out, dealing with the Permian Basin. One was Dr. Perryman's Report: Keeping It Together, prepared for ODC. Another was an economic analysis of the Permian basin's economic impact on the state by PBPA. We have done some similar reports on an annual basis, but this one covers the 5 year period of 2014-19, and is titled Enriching Texas.

We also had a report from Dr. Bradley Ewing at Texas Tech University, highlighting the role critical infrastructure projects have on speeding recovery here in the Permian.

The programs highlighted the fact that just as the Permian Basin makes up a very high percentage of the Texas economy, recovery in the Permian Basin, has an exponential impact on the recovery of our state and nation.

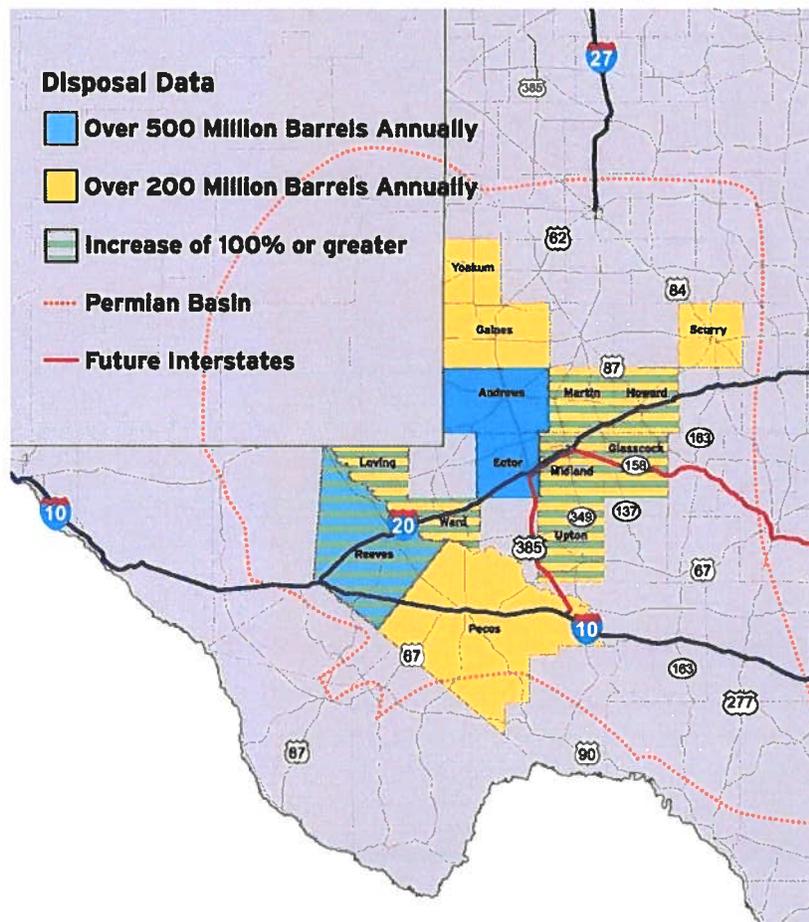
WIFI-BROADBAND

We held meetings have discussed current WIFI efforts with both MISD and ECISD, provided them information on maps of coverage for the area and access to service providers, as well as, vertical asset inventories we have collected, and helped set up a meeting between their two teams (they are both working on very similar projects).

We also recently met with the PSP broadband team to discuss our efforts in Odessa and area trends. One of our main concerns right now is to find the time and resources to be able to push broadband testing in the area and get the results we need to take back to companies.

PERMIAN BASIN FREIGHT STUDY

We had a meeting with consultants recently and have found that disposal water volumes were pretty much excluded because of the inability of TXDOT and consultants to obtain the data. We gathered and provided all of it in 2017 but are now trying to update that through a request with the RRC. However, this exercise looks to be more difficult (we spent about 6 weeks on this previously in 2017) as the RRC is claiming that TXDOT already has access to all of the materials, but TXDOT says they don't have it. The information is vital to help Ector County in the Freight Study, as they have low production numbers but high disposal volumes. In addition, over the last 8 years, Midland County, which had low disposal volumes have seen over 100% increase in disposal volumes.



PORTS TO PLAINS STUDY

We did our best to utilize the public comment period to provide some prioritization of Midland-Odessa projects and call for a broader study to look at options outside the designated Ports to Plains Corridor for a potential extension of I-27. Thank you to Midland and Ector Counties and the City of Odessa for your resolutions and comments.

11:47 AM
05/07/20
Cash Basis

MOTRAN ALLIANCE, INC.
Profit & Loss YTD Comparison
April 2020

	Apr 20	Oct '19 - Apr 20
Ordinary Income/Expense		
Income		
4000 · Founding Member Dues	417.00	17,919.00
4010 · Member Dues	3,000.00	68,333.33
4200 · Interest Earned	15.72	343.50
4300 · Miscellaneous Income	0.00	5,000.00
4400 · Grants	0.00	20,000.00
4410 · MDC	71,250.00	142,500.00
4420 · ODC	0.00	106,875.00
4600 · PBC Revenue	0.00	9,500.00
4700 · Heidelberg Donations	0.00	4,900.00
Total Income	74,682.72	375,370.83
Expense		
1-14 Initiative	10,000.00	10,000.00
ODC Wifi Study	0.00	4,000.00
5000 · Marketing		
5001 · MOTRAN Marketing	1,804.95	9,476.19
5000 · Marketing - Other	721.59	7,833.26
Total 5000 · Marketing	2,526.54	17,309.45
5025 · Travel Expenses	39.27	4,952.14
5050 · Events & Expos	811.76	21,412.34
5075 · Professional Services	0.00	12,180.00
6000 · Administration		
6035 · Dues & Subscriptions	29.96	532.98
6045 · Food & Entertainment	200.16	2,422.69
6055 · Gifts	68.72	1,641.67
6060 · Insurance	(263.96)	(263.96)
6075 · Miscellaneous Expense	80.39	339.27
6085 · Office Lease	0.00	5,310.00
6090 · Office Supplies	1,142.29	3,485.40
6105 · Postage	186.32	1,152.27
6115 · Program Supplies	3.00	1,192.21
6140 · Telephone	423.55	2,322.76
Total 6000 · Administration	1,870.43	18,135.29
6011 · Credit Card Charges	0.00	56.32
6033 · Donations	0.00	3,666.00
6073 · Lodging		
6074 · Delegation	0.00	110.85
Total 6073 · Lodging	0.00	110.85
6500 · Personnel		
6501 · Salaries & Wages	17,700.00	135,825.00
6502 · Payroll Taxes	1,354.05	9,599.94
6503 · Employee Health Reimbursement	1,576.00	6,083.00
6504 · Payroll Service Fee	118.82	894.87
6505 · Retirement Contributions	531.00	4,067.25
Total 6500 · Personnel	21,279.87	156,470.06
7410 · Previous year remittance-MDC	0.00	66.57
7420 · Previous year remittance-ODC	0.00	66.57
Total Expense	36,527.87	248,425.59
Net Ordinary Income	38,154.85	126,945.24
Net Income	38,154.85	126,945.24

11:47 AM
05/07/20
Cash Basis

MOTRAN ALLIANCE, INC.
Balance Sheet
As of April 30, 2020

	<u>Apr 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Frost MOTRAN Checking	1,988.68
1010 · Frost MOTRAN Money Market	216,321.40
1015 · Frost-ODC Money Market	40,878.46
1020 · Frost- MDC Money Market	76,506.17
Total Checking/Savings	<u>335,694.71</u>
Total Current Assets	335,694.71
Fixed Assets	
1500 · Furniture & Fixtures	926.94
1510 · Accum. Dep - Furn & Fix	(926.94)
1520 · Machinery & Equipment	3,356.07
1530 · Accum Dep - Mach & Equip	(3,356.07)
Total Fixed Assets	<u>0.00</u>
TOTAL ASSETS	<u><u>335,694.71</u></u>
LIABILITIES & EQUITY	
Equity	
3900 · Net Assets	208,749.47
Net Income	126,945.24
Total Equity	<u>335,694.71</u>
TOTAL LIABILITIES & EQUITY	<u><u>335,694.71</u></u>

11:49 AM

05/07/20

MOTRAN ALLIANCE, INC.
Statement of Cash Flows
April 2020

	<u>Apr 20</u>
OPERATING ACTIVITIES	
Net Income	38,154.85
Net cash provided by Operating Activities	<u>38,154.85</u>
Net cash increase for period	38,154.85
Cash at beginning of period	<u>297,539.86</u>
Cash at end of period	<u><u>335,694.71</u></u>

**MOTRAN, INC. MONTHLY EXPENSE SUMMARY
FOR THE MONTH OF Apr-20**

EXPENDITURE CATEGORIES	MONTHLY EXPENSE	MDC	ODC
Credit Card Processing Fee			
Dues and Subscriptions	\$29.96		
Events and Expo's	\$811.76		
Food and Entertainment	\$200.16		
Gifts	\$68.72		
Health Insurance Reimbursement	\$1,576.00	\$246.50	\$246.50
Heidleberg Donation			
I-14 Initiative	\$10,000.00	\$2,500.00	\$2,500.00
Insurance	(\$263.96)		
MOTRAN Marketing	\$1,804.95		
Other Marketing	\$721.59		
Misc. Expense	\$80.39		
Office Lease			
Office Supplies	\$1,142.29		
Payroll Salaries	\$17,700.00	\$8,850.00	\$8,850.00
Payroll Taxes	\$1,354.05	\$677.02	\$677.02
Payroll Service Fee	\$118.82		
Retirement	\$531.00		
Postage	\$186.32		
Professional Services			
Program Supplies	\$3.00		
Travel	\$39.27		
Other Travel			
Utilities: Telephone & Internet	\$423.55		
ODC Wifi			
Previous Year Reimittance MDC			
Previous Year Reimittance ODC			
TOTAL EXPENSES	\$36,527.87	\$12,273.52	\$12,273.52

MOTRAN ALLIANCE, INC.
April 2020/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>
Revenue					
Founding Members Dues	\$20,000.00	\$417.00	\$17,919.00	\$2,081.00	10%
Member Dues	\$65,000.00	\$3,000.00	\$68,333.33	(3,333.33)	0%
Midland Development Corp	\$142,500.00	\$71,250.00	\$142,500.00	\$0.00	0%
Odessa Development Corp	\$142,500.00		\$106,875.00	\$35,625.00	25%
PBC Revenue	\$50,000.00		\$9,500.00	\$40,500.00	81%
Grants	\$5,000.00		\$20,000.00	(\$15,000.00)	0%
Interest Income	\$1,500.00	\$15.72	\$343.50	\$1,156.50	77%
Misc. Income	\$2,500.00		\$5,000.00	(\$2,500.00)	0%
Heidelberg Donations	\$4,000.00		\$4,900.00	(\$900.00)	0%
Total Revenues	\$433,000.00	\$74,682.72	\$375,370.83	\$57,629.17	14%
Expenditures					
Dues & Subscriptions					
Events					
Food & Entertainment					
Gifts					
Health Ins. Reimbursement	\$2,500.00	\$246.50	\$2,500.00	\$0.00	0%
Insurance					
I-14 Initiative	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	0%
Miscellaneous Expenses					
Office Lease					
Office Supplies					
Payroll-Salaries	\$115,000.00	\$8,850.00	\$67,912.50	\$47,087.50	41%
Payroll-Service Fee					
Payroll Taxes	\$7,500.00	\$677.02	\$4,799.95	\$2,700.05	36%
Retirement					
Postage					
Marketing	\$5,000.00		\$3,760.39	\$1,239.61	25%
Other Marketing					
Program Supplies					
Telephone					
Travel Expenses	\$5,000.00		\$2,456.43	\$2,543.57	51%
Travel Other					
Professional Services	\$5,000.00		\$5,000.00	\$0.00	0%
TOTAL EXPENSES	\$142,500.00	\$12,273.52	\$88,929.27	\$53,570.73	53%

ODESSA DEVELOPMENT CORPORATION
BALANCE SHEET
APRIL 2020

ASSETS

Investments - Local Government Pools	\$ 27,183,959
Investments - CDs and CDARs	3,220,895
Investments - Municipal Securities	12,288,035
Investments - Money Market	13,391,746
Interest Receivable - Municipal Securities	<u>155,685</u>
TOTAL ASSETS	\$ <u>56,240,320</u>

LIABILITIES

Accounts Payable	<u>187,684</u>
TOTAL LIABILITIES	\$ <u>187,684</u>

FUND BALANCE

Reserved - Short Term Commitments Due Within One Year	
FMC Technologies	\$ 76,398
Select Energy	18,374
Glazer's Beer & Beverage	226,998
West Texas Food Bank	-
Odessa College - 2nd Project Training Facility	1,349,171
UTPB - 2nd Project Training Facility	<u>1,500,000</u>
Total Short Term Commitments	3,170,941
Reserved - Long Term Commitments Due in More Than One Year	
FMC Technologies	152,798
Glazer's Beer & Beverage	680,995
Select Energy	55,123
West Texas Food Bank	146,866
Odessa College - 2nd Project Training Facility	-
UTPB - 2nd Project Training Facility	3,000,000
Downing Wellhead Equipment, LLC	<u>1,640,000</u>
Total Long Term Commitments	<u>5,675,782</u>
Total Reserved	8,846,723
Assigned (TXDOT Projects)	11,072,220
Assigned (Workforce Housing Infrastructure Incentives)	5,000,000
Unreserved	<u>31,133,693</u>
TOTAL FUND BALANCE	\$ <u>56,052,636</u>
TOTAL LIABILITIES AND FUND BALANCE	\$ <u>56,240,322</u>

ODESSA DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
TOTAL BUDGET COMPARISON
APRIL 2020

	<u>TOTAL BUDGET</u>	<u>ACTUAL - YTD</u>	<u>REMAINING BALANCE</u>
REVENUES			
4-A Sales Tax Receipts	\$ 12,000,000	\$ 7,679,008	\$ (4,320,992)
Miscellaneous Income/Refunds	-	-	-
Interest Income	500,000	544,870	44,870
Gain and or (Loss) on Investments	(200,000)	(9,942)	190,058
TOTAL REVENUES	\$ 12,300,000	\$ 8,213,936	\$ (4,086,064)
EXPENDITURES			
Supplies and Materials	\$ 1,500	\$ 444	\$ 1,056
Audit Services	35,000	26,600	8,400
Special Services	202,200	138,200	64,000
Insurance	15,000	13,454	1,546
Bank Services	6,000	3,883	2,117
Administration Fee - City of Odessa	205,349	119,787	85,562
Contingencies	100,000	-	100,000
Contracted Economic Development Services			
Chamber of Commerce	852,280	639,210	213,070
MOTRAN	142,500	106,870	35,630
UTPB - Small Business Center	98,794	74,095	24,699
Promotional			
Marketing	645,865	409,037	236,828
UTPB - SBDC Entrep. Contest	422,632	-	422,632
Façade Grants	250,000	-	250,000
Business Incentives	51,872,800	511,110	51,361,690
Infrastructure Grants	100,000	49,712	50,288
TOTAL EXPENDITURES	\$ 54,949,920	\$ 2,092,401	\$ 52,857,519
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	\$ (42,649,920)	\$ 6,121,535	\$ 48,771,455
FUND BALANCE - AT BEGINNING OF YEAR	\$ 49,931,101	\$ 49,931,101	\$ -
FUND BALANCE - AT END OF YEAR	\$ 7,281,181	\$ 56,052,636	\$ 48,771,455

**ODESSA DEVELOPMENT CORPORATION
CHANGES IN RESERVED FUND BALANCE
APRIL 2020**

Reserved - Short Term Commitments

				Dates in Fiscal Years	
	Current Month	Prior Month	Month End Change	Pmt Began	Expires
FMC Technologies	\$ 76,398	\$ 76,398	\$ -	2017-18	2021-22
Select Energy	18,374	18,374	-	2017-18	2021-22
Glazer's Beer & Beverage	226,998	226,998	-	2014-15	2018-19
West Texas Food Bank	-	147,000	(147,000)	2016-17	2020-21
Odessa College - 2nd Project Training Facility	1,349,171	1,349,171	-	2017-18	2019-20
UTPB - 2nd Project Training Facility	1,500,000	1,500,000	-	2017-18	2021-22
Total Short Term Commitments	\$ 3,170,941	\$ 3,317,941	\$ (147,000)		

Reserved - Long Term Commitments

				Dates in Fiscal Years	
	Current Month	Prior Month	Month End Change	Pmt Began	Expires
FMC Technologies	\$ 152,798	\$ 152,798	\$ -	2017-18	2021-22
Glazer's Beer & Beverage	680,995	680,995	-	Not started (5 year payout)	
Select Energy	55,123	55,123	-	2017-18	2021-22
West Texas Food Bank	146,866	146,866	-	2016-17	2020-21
Odessa College - 2nd Project Training Facility	-	-	-	2017-18	2019-20
UTPB - 2nd Project Training Facility	3,000,000	3,000,000	-	2017-18	2021-22
Downing Wellhead Equipment, LLC	1,640,000	1,640,000			
Total Long Term Commitments	\$ 5,675,782	\$ 5,675,782	\$ -		
Total Reserved Fund Balance	\$ 8,846,723	\$ 8,993,723	\$ (147,000)		

**ODESSA DEVELOPMENT CORPORATION
INVESTMENT SUMMARY
APRIL 2020**

This investment summary report is in full compliance with the investment strategy as established per the City's investment Policy and the the Public Funds Investment Act.

The fair value for the beginning and end of the reporting period are as follows:

<u>INVESTMENT</u>	<u>BEGINNING BALANCE</u>	<u>PURCHASE AMOUNT</u>	<u>CHANGES IN FAIR VALUE AND INTEREST</u>	<u>SALES AMOUNT</u>	<u>ENDING BALANCE</u>
GOVERNMENT POOLS	\$ 27,026,986	\$ 143,167	\$ 13,807	\$ -	\$ 27,183,959
CD'S AND CDARS	3,216,708	-	4,186	-	3,220,895
SAVINGS AND MONEY MARKETS	12,511,892	820,000	59,854	-	13,391,746
MUNICIPAL BONDS	13,091,211	-	16,824	820,000	12,288,035
AGENCY NOTES	-	-	-	-	-
TOTAL	<u>\$ 55,846,798</u>	<u>\$ 963,167</u>	<u>\$ 94,670</u>	<u>\$ 820,000</u>	<u>\$ 56,084,634</u>

Note: This investment report is prepared in accordance with Generally Accepted Accounting Principles (GAAP), and is in compliance with the City of Odessa's investments strategies in the investment policy, and with relevant provisions of the Public Funds Investment Act.

Andy Muncy
Interim Assistant City Manager

**ODESSA DEVELOPMENT CORPORATION
INVESTMENT PORTFOLIO
APRIL 30, 2020**

Beginning of Month

<u>INVESTMENT TYPE</u>	<u>YTM</u>	<u>MATURITY</u>	<u>PAR</u>	<u>FAIR**</u>
Local Government Investment Pools				
TexPool	1.03%	Open	\$ 19,976,513	\$ 19,976,513
Logic	1.43%	Open	7,050,473	7,050,473
Total Local Government Investment Pools			\$ 27,026,986	\$ 27,026,986
Weighted Average Rate Per Pools Total	1.14%			
Money Market Investment				
Frost Money Market	0.85%	Open	\$ 12,511,892	\$ 12,511,892
Total Money Market			\$ 12,511,892	\$ 12,511,892
Weighted Average Rate Per MM Total	0.85%			
CD AND CDARs Investments				
AimBank - 17 Month CD	2.38%	1/31/20	\$ 2,099,290	\$ 2,175,734
BBVA CD	1.75%	12/15/19	1,032,140	1,040,974
Total CD and CDARs Investments			\$ 3,131,430	\$ 3,216,708
Weighted Average Rate Per CD's Total	2.17%			
Municipal Securities				
Arizona ST B Tax	2.18%	7/1/20	\$ 340,000	\$ 340,486
Florida St Bd A Tax	2.64%	7/1/21	\$ 1,000,000	1,000,910
Kansas St Dev H Tax	1.40%	4/15/20	820,000	820,361
Dallas TX	2.21%	10/1/20	3,325,000	3,329,954
Center Tex ISD Tax	5.40%	2/15/21	1,000,000	1,036,190
Hudson Cnty NJ C-2 Tax	3.00%	9/18/20	1,000,000	1,001,700
Texas Tech University	1.95%	2/15/21	500,000	505,210
Texas St Trans	4.00%	8/27/20	5,000,000	5,056,400
Total Municipal Securities			\$ 12,985,000	\$ 13,091,211
Weighted Average Rate Per Munis Total	3.18%			
TOTAL INVESTMENTS	1.61%		\$ 55,655,308	\$ 55,846,798

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

**ODESSA DEVELOPMENT CORPORATION
INVESTMENT PORTFOLIO
APRIL 30, 2020**

End of Month

<u>INVESTMENT TYPE</u>	<u>YTM</u>	<u>MATURITY</u>	<u>PAR</u>	<u>FAIR**</u>
Local Government Investment Pools				
TexPool	0.46%	Open	\$ 20,127,366	\$ 20,127,366
Logic	1.06%	Open	7,056,593	7,056,593
Total Local Government Investment Pools			\$ 27,183,959	\$ 27,183,959
Weighted Average Rate Per Pools Total	0.61%			
Money Market Investment				
Frost Money Market	0.27%	Open	\$ 13,391,746	\$ 13,391,746
Total Money Market			\$ 13,391,746	\$ 13,391,746
Weighted Average Rate Per MM Total	0.27%			
CD AND CDARs Investments				
AimBank - 17 Month CD	2.38%	1/31/20	\$ 2,099,290	\$ 2,178,472
BBVA CD	1.75%	12/15/19	1,032,140	1,042,422
Total CD and CDARs Investments			\$ 3,131,430	\$ 3,220,895
Weighted Average Rate Per CD's Total	2.17%			
Municipal Securities				
Arizona ST B Tax	2.18%	7/1/20	\$ 340,000	\$ 340,677
Florida St Bd A Tax	2.64%	7/1/21	\$ 1,000,000	1,015,350
Dallas TX	2.21%	10/1/20	3,325,000	3,340,328
Center Tex ISD Tax	5.40%	2/15/21	1,000,000	1,031,490
Hudson Cnty NJ C-2 Tax	3.00%	9/18/20	1,000,000	1,000,910
Texas Tech University	1.95%	2/15/21	500,000	504,180
Texas St Trans	4.00%	8/27/20	5,000,000	5,055,100
Total Municipal Securities			\$ 12,165,000	\$ 12,288,035
Weighted Average Rate Per Munis Total	3.30%			
TOTAL INVESTMENTS	1.20%		\$ 55,872,135	\$ 56,084,634

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

RESOLUTION NO. ODC-2020R-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ODESSA DEVELOPMENT CORPORATION, AFFIRMING PROJECT COMPLIANCE FOR SELECT ENERGY SERVICES, LLC; APPROVING ANNUAL PAYMENT; APPROVING THE FINDINGS OF FACT; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Select Energy Services, LLC (“Select”) and ODC entered into an Economic Development Agreement (“Agreement”) on September 30, 2016; and

WHEREAS, the City administers an annual reporting program for all existing agreements to determine compliance; and

WHEREAS, the audit services provider has completed its review of the required compliance documentation for the 2019 reporting period on the Agreement; and

WHEREAS, the City has reviewed the compliance monitoring report provided by the audit services provider, finds Select to be in compliance for the 2019 reporting period and recommends payment in the amount of \$18,374.20, and

WHEREAS, Select has previously been paid \$18,374.20 under the Agreement; and

WHEREAS, the payment approved in this Resolution will bring the total paid under the Agreement to \$36,748.40;

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

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

Section 2. That Select is found to be in compliance for the 2019 reporting period of the Agreement.

Section 3. That the payment in the amount of \$18,374.20 is hereby approved.

Section 4. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of May, A.D., 2020, by the following vote:

Tim Edgmon	_____
Gene Collins	_____
Melanie Hollmann	_____
David Boutin	_____
Chris Cole	_____

Approved the 14th day of May, A.D., 2020.

APPROVED AS TO FORM:

Tim Edgmon, President

ATTEST:

Natasha L. Brooks, Sr. Asst. City Attorney as
Attorney for ODC Board

Norma Aguilar-Grimaldo, City Secretary as
Assistant Secretary for ODC Board

The Compliance Monitoring Report for Select Energy Services, LLC was not available at the time this agenda packet was assembled.

The report will be provided to the ODC Board prior to the ODC meeting.

ODESSA DEVELOPMENT CORPORATION
GENERAL DEVELOPMENT PLAN
FY – ~~2019-2020~~-2021

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

~~2019-2020-2021~~ 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

2019-2020-2021 Target Industries: These industries are from the 2017 Target Industry Analysis^[CMB1] conducted by the research firm, The Perryman Group. 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	

A. EXISTING MULTI-YEAR ECONOMIC DEVELOPMENT GRANT CONTRACTS

The Odessa Development Corporation from time-to-time enters into multi-year contracts with certain entities which help fulfill the purpose of the Corporation, which 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.”

The entities which the Odessa Development Corporation currently has multi-year economic development grant contracts with are as follows:

- West Texas Food Bank
- FMC Technologies, Inc.
- Select Energy Services
- UTPB – Second training facilities grant
- Glazer’s Beer and Beverage of Texas, LLC
- Odessa College – Second training grant
- City of Odessa
- Downing Wellhead Equipment, LLC
- Rack Industries, LLC
- Kaige Equipment LLC

Information including the type of contract, term of the contract, grant amount, effective date, and annual payment are more fully laid out in Exhibit A, attached hereto.

EXHIBIT "A"

Company:	Type:	Grant Amt.	Effective Date:	Term:	Annual Payment:
West Texas Food Bank <i>File No. C-7-66.1</i>	Eco Dev	\$735,000 <u>\$1,116,150</u>	6/6/2014 Amended 3/9/2017 <u>Amended 5/18/2020</u> Completion date: <u>08/20165/18/2025</u> 20216 is last report	5 years beginning in <u>20162020</u>	\$147,000 <u>through 2021</u> <u>\$1,116,150 was paid in advance</u>
FMC Technologies Inc. <i>File No. C-7-281</i>	Eco Dev	\$381,992.00	2/18/2016 Completion date: 01/01/2017 2022 is last report	5 years beginning in 2017	\$76,398.40
Select Energy Services <i>File No. C-7-296</i>	Eco Dev	\$91,871.00	9/30/2016 2023 is last report	5 years beginning in 2018	\$18,374.20
UTPB-Second Training Facilities Grant <i>File No. C-7-243.1</i>	Eco Dev	\$7,500,000	4/19/2017 Commencement date: Fall 2017 2022 is last report	5 years beginning in 2017	\$1,500,000
Glazer's Beer and Beverage of Texas, LLC <i>File No. C-7-302</i>	Eco Dev	\$1,134,991	8/31/2017 Completion date: 08/31/2018 2023 is last report	5 years beginning in Sept. 2018	\$226,998.20
Odessa College – Second Training Grant <i>File No. C-7-245.1</i>	Eco Dev	\$8,000,000	9/8/2017 Commencement date: Fall 2017 2020 is last report	3 years paid in 6 month increments beginning in 2017	<u>\$2,000,000 (2018)</u> <u>\$1,000,000 (2020)</u>
City of Odessa <i>File No. C-7-288</i>	Grant to build parking structure at hotel	\$9,290,741	3/11/2016	Until completed	One PA in the amount of \$5M issued; need to verify additional amounts
<u>Downing Wellhead Equipment, LLC</u>	<u>Eco Dev</u>	<u>\$1,640,000</u>	<u>1/16/2020</u>	<u>5 years</u>	<u>\$328,000.00</u>
<u>Rack Industries, LLC</u>	<u>Eco Dev</u>	<u>\$2,757,924</u>	<u>2/10/2020</u>	<u>5 years</u>	<u>\$551,584.80</u>
<u>Kaige Equipment, LLC</u>	<u>Eco Dev</u>	<u>\$318,000</u>	<u>4/15/2020</u>	<u>5 years</u>	<u>\$63,600.00</u>

B. EXISTING DOWNTOWN ECONOMIC DEVELOPMENT GRANT CONTRACTS

<u>Company:</u>	<u>Type:</u>	<u>Grant Amt.</u>	<u>Effective Date:</u>	<u>Term:</u>	<u>Annual Payment:</u>
Tawanda Proteus Infrastructure Grant File No. C-7-328	Downtown- Infrastructure	TBD	Contract date: TBD Completion date: TBD	1 year	
Martinez Assets- Mgmt Infrastructure Grant File No. C-7-330	Downtown- Infrastructure	TBD	Contract date: TBD Completion date: TBD	1 year	
<u>Ambler Law</u>	<u>Downtown Infrastructure</u>	<u>\$45,817.83</u>	<u>3/10/2020</u>	<u>1 year</u>	<u>N/A</u>
<u>Ambler Law</u>	<u>Downtown Façade</u>	<u>\$25,000.00</u>	<u>3/9/2020</u>	<u>1 year</u>	<u>N/A</u>
<u>Original Town Office Bldg., Inc.</u>	<u>Downtown Façade</u>	<u>\$25,000.00</u>	<u>3/9/2020</u>	<u>1 year</u>	<u>N/A</u>
<u>Karla Flores</u>	<u>Downtown Façade</u>	<u>\$25,000.00</u>	<u>5/26/2020</u>	<u>1 year</u>	<u>N/A</u>

C. EXISTING TXDOT ADVANCE PAY – \$11.5 M

ODC RESOLUTION NO. ODC-2017R-31

COUNCIL RESOLUTION NO. 2017R-117

\$2,000,000	RC-42d Overpass Yukon and Loop 338
\$2,000,000	RC-15b Overpass Faudree and IH20
\$2,000,000	RC-09 Hwy 385 and South Loop 338
\$2,000,000	RC-15a BI-20 and Faudree
\$2,000,000	RC-131 West Loop 338 and 8 th Street
\$500,000	RC-13 56/52 nd and Loop 338
\$500,000	RC-133 Faudree - SH191 to Yukon Rd.
\$500,000	RC-21 US385 at Loop 338 N

D. WORKFORCE HOUSING INFRASTRUCTURE INCENTIVE PROGRAM-\$5 M

In 2019, ODC voted by Resolution No. ODC-2019R-1 dated March 14k, 2019, to request that the Odessa City Council approve the ODC Board setting aside \$5,000,000.00 of undesignated/unassigned ODC fund to be available for entities who present a project that meets whatever guidelines the ODC Board ultimately approved for such housing related projects. The City Council on April 9, 2019, approved setting aside \$5M for this project.

On July 29, 2019, by Resolution No. 2019R-55, the City Council approved the following guidelines:

Odessa Development Corporation Section 501.103 Infrastructure Incentive Related to Workforce Housing Program Guidelines

In accordance with Resolution No. ODC-2019R-01, which was passed by the ODC Board on March 14, 2019, the ODC designates funds in the amount of up to \$5,000,000 for incentive grants to be used towards certain infrastructure projects necessary to promote or develop new or expanded business enterprises within the Ector County City limits. The Section 501.103 Infrastructure Incentive Program Guidelines shall only be in effect for the time period until the designated and appropriated funds are exhausted.

Section 501.103 of the Local Government Code states that an authorized use of Type A funds is for "certain targeted infrastructure projects necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, and electric utilities, gas utilities, drainage, site improvements, and related improvements.

General Requirements:

1. It is considered to be a priority that ODC funds comply with statutory requirements and be used in the most cost-effective way possible. To that end, it is necessary to consider the value of the project to the area.
2. These guidelines are subject to amendment at the discretion of the ODC Board and City Council. There is no intention to vest any applicant with a right to any incentive developed by these guidelines.
3. All applicants must be found eligible for funds pursuant to Section 501.103 of the Local Government Code, governing the use of Type A funds for certain targeted infrastructure.

Requirements and Process for Application of Funds:

1. Applicants for infrastructure incentives (or funds) must submit a completed application requesting funds to the ODC Compliance Committee, along with building and infrastructure plans and specifications for the proposed investment. Approval for payment of incentives for infrastructure is conditioned upon a post-construction inspection and appraisal process described herein.
2. Each application will be evaluated on an individual basis. It is within the ODC's sole discretion to determine the amount of the incentives for infrastructure, if any.
3. Applicants for a grant must construct a site-built single family, duplex, or multi-family or apartment complex that complies with applicable City of Odessa Building Codes and ordinances, subject to exclusions of the program as described herein.
 - a. Any single-family home with a minimum of 3 bedroom/2 bath and a certified appraised value of \$130,000.00 up to \$225,000.00 may qualify for a grant according to the Section 501.103 Infrastructure Benefit Matrix Guidelines.

- b. Multi-family construction will be evaluated separately on a sliding scale based on fair market rent rates.
4. Incentives are payable from ODC for certain infrastructure investments made by Applicant after completion of construction, receipt of a certified appraisal and final inspection by city inspection officials and/or a certificate or temporary certificate of occupancy. Upon the final inspection by city officials and/or the issuance of a certificate or temporary certificate of occupancy, the City finance department shall issue payment to Applicant.

Additional Incentives: (applicant may only qualify for one (1) additional incentive)

1. Businesses that are certified as Historically Underutilized Business (HUB) will receive an additional incentive of \$1,500.00.
2. Development in designated City Target Areas will receive an additional incentive of \$1,500.00. (Please see the attached map used by the City identifying the CDBG Target areas.)

Exclusions:

1. No funding shall be considered if the project is eligible to receive funds from any other federal or state funding source or matching grants.
2. No funding shall be considered for manufactured housing.
3. Unless the dwelling is an apartment complex and prior disclosure was provided to the ODC for approval, no funding will be given to any applicant seeking to construct his/her own dwelling. This exclusion also applies to officers and directors of closely held businesses, when the business is the entity submitting the application for funds or the construction.
4. No funding shall be given for construction of buildings intended for occupancy by a business. ODC may consider apartment complexes that will also house a business office or retail establishment as a part of the complex or substantial investment.

Section 501.103 Infrastructure Benefit Matrix:

1. For Single-Family Housing infrastructure, ODC shall provide the Applicant with the following type of incentive, in the designated amount, after Applicants provides proof of compliance with the conditions set forth in a subsequent agreement:
 - a. The minimum investment for a single-family home to qualify for a grant under the Section 501.103 Infrastructure Benefit Matrix is \$130,000.00.
 - b. If located within Odessa City limits, ODC shall make payable to Applicant a grant to reimburse Applicant for infrastructure costs as defined herein.
 - c. If located outside of city limits, within Ector County, the Section 501.103 Infrastructure Benefit Matrix Grant shall be calculated as if in the city limits and reduced by 50%.
 - d. In city limits: $\$200,000 \times 4.92\% \text{ tax rate} = \$9,840$ (example only)
 Outside city limits: $\$200,000 \times 2.46\% \text{ tax rate} = \$4,920$ (example only)
2. For Multi-Family Housing infrastructure, ODC shall provide the Applicant with the following type of incentive, in the designated amount, after Applicants provides proof of compliance with the conditions set forth in a subsequent agreement:
 - a. If located in Odessa City limits, the Multi-Family Housing Benefit shall be determined by a sliding scale of projected rental rates as a percentage of fair market rental rates.

- b. If the project is located outside of city limits, the infrastructure incentive payment shall be calculated as if in the city limits and reduced by up to 50%.
- c. Rental Rate = 75% of fair market rate, Benefit = 5% of investment
Rental Rate = 80% of fair market rate, Benefit = 4% of investment
Rental Rate = 85% of fair market rate, Benefit = 3% of investment

ODC will evaluate each application submitted and at its sole discretion will grant or deny funding in accordance with its purpose to achieve housing to support creation and/or retention of primary jobs within the City of Odessa, and Ector County.

E. ~~2019-2020-2021~~ 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 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

F. 2019-2020-2021 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

G. 2019-2020-2021 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

H. ~~2019-2020-2021~~ Advertising - 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

I. 2019-2020-2021 Administrative Services - City of Odessa
(Continue unchanged from 2018 and switch to a 2-yr contract term in future)

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

- 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
- 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.[CMB2]
- Assist City Secretary in preparation and posting of ODC agendas for all meetings
- Prepare and post of ODC items on the City Council's Work Session meetings
- Prepare and post of the ODC items on the City Council Agendas

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

Downtown Odessa, Inc.:

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

J. Downtown Odessa, Incorporated Infrastructure Program

Mission. The Downtown Infrastructure Improvement Program is designed to encourage businesses to promote or develop new or expanded business enterprises in the Odessa Downtown area pursuant to 501.103 of the Texas Local Government Code by encouraging business owners to rehab buildings located in the downtown Odessa Boundaries and make them suitable for businesses to flourish while adhering to current City of Odessa Building Code guidelines.

1. **Incentives.** The ODC will reimburse up to 50%, but not more than \$200,000, toward the total project cost for a Qualifying Infrastructure Project as described herein. Grant amounts shall be determined on a case by case basis for infrastructure improvement. The funds are available on a cost reimbursement basis only. No funds will be paid “up front” or advanced prior to the completed construction. Owner or lessee is responsible for at least 50% of total project cost.
2. **Boundaries.** The Downtown boundaries are 1st Street, Adams Avenue, 10th Street and Bernice Avenue, and grants are available only for property within these boundaries. The amount of grant funds available shall be determined based on location of the property in accordance with the following tiered system:
 - a. **Tier 1.** 100% of 50% of grant funds shall be available for properties located within the boundaries of 3rd Street, N. Jackson Ave., 7th Street, and N. Lincoln Ave.;
 - b. **Tier 2.** 75% of the 50% of grant funds shall be available for properties located within the boundaries of 2nd Street, N. Hancock Ave., 8th Street, and N. Sam Houston Ave.;
 - c. **Tier 3.** 50% of the 50% of grant funds shall be available for properties located within the boundaries of 1st Street, N. Tom Green Ave., 9th Street, N. Washington Ave.; and
 - d. **Tier 4.** 25% of the 50% of grant funds shall be available for properties located outside the boundaries of Tier 1 through Tier 3 but still within the Downtown boundaries as described above.

Infrastructure. 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.

Guidelines. The following guidelines are applicable to the Downtown Infrastructure Improvement Program:

1. Final approval for a Downtown Infrastructure Improvement application must be obtained from the City Council of the City of Odessa prior to any work being performed. Any work done prior to final approval shall not be eligible for reimbursement.

2. Improvements must be made in conformance with all applicable building codes, laws and zoning requirements. Further, improvements for buildings which are located on properties with outstanding property taxes or City-related liens are not eligible for incentive funding.
3. The determination of eligibility for any project or specific project item is on a case by case basis.
4. Grantee shall invest at least 50% of their own funds in the project. The ODC will reimburse up to 50%, but not more than \$200,000, toward the total project cost for a Qualifying Infrastructure Project.
5. Infrastructure subject to reimbursement includes interior ADA requirements, Fire Codes, Building Codes.
6. Infrastructure subject to reimbursement includes approved infrastructure projects that are specifically designed to bring the buildings up to City Code requirements. Business specific improvements, including but not limited to improvements such as kitchen equipment, will not be eligible. Each project shall be reviewed for qualification on an individual basis.
7. Fire Code required Sprinkler Systems shall always qualify as a reimbursable infrastructure cost.
8. Eligible infrastructure costs shall be reimbursed upon completion of the project by the Grantee, the submission of the required paperwork for a compliance audit, and the issuance of a certificate of occupancy.
9. Applicant, whether lessee or owner, that is intending to use only a portion of a building or structure may apply for the portion that they intend to use without requiring them to do infrastructure for the entire property. However, applicant, whether lessee or owner, that is intending to make use of a portion of the building **or** the entire building or structure, shall be limited to 1 **(one)** Downtown Infrastructure Improvement application for all eligible infrastructure improvements in that building or structure.
10. So long as the lessee has permission to make improvements that qualify under the grant then no additional restrictions shall apply solely because the applicant is a Lessee.

K. Downtown Odessa, Incorporated Façade Program

Mission. The Building Façade Improvement Program is designed to encourage local businesses in the Odessa Downtown area to make exterior improvements which enhance the appearance of their buildings, to better attract other businesses to the downtown area and to demonstrate the economic vitality of the Downtown area for economic development purposes. The stated public purpose is to revitalize and to improve economically distressed structures within Downtown Odessa, to encourage new and expanded business enterprises in the downtown area.

1. **Incentives.** ODC will reimburse up to 80%, but not more than \$25,000, toward the total project cost of building façade improvements for businesses' sites located in the described boundaries. Building owner or lessee is responsible for at least 20% of total project cost.
2. **Boundaries.** The Downtown boundaries are 1st Street, Adams Avenue, 10th Street and Bernice Avenue, and grants are available only for property within these boundaries. The amount of grant funds available shall be determined based on location of the property in accordance with the following tiered system:
 - a. **Tier 1.** 100% of the 80% of grant funds shall be available for properties located within the boundaries of 3rd Street, N. Jackson Ave., 7th Street, and N. Lincoln Ave.;
 - b. **Tier 2.** 75% of the 80% of grant funds shall be available for properties located within the boundaries of 2nd Street, N. Hancock Ave., 8th Street, and N. Sam Houston Ave.;
 - c. **Tier 3.** 50% of the 80% of grant funds shall be available for properties located within the boundaries of 1st Street, N. Tom Green Ave., 9th Street, N. Washington Ave.; and
 - d. **Tier 4.** 25% of the 80% of grant funds shall be available for properties located outside the boundaries of Tier 1 through Tier 3 but still within the Downtown boundaries as described above.

Façade.

1. **Eligible Improvements.** Eligible Improvements are limited to the exterior building façade, including:
 - a. Exterior treatment systems, such as painting, murals, siding, stucco or simulated stucco, brick/stone work, or other approved treatments;
 - b. Structural improvements to the building façade;
 - c. Masonry or tile cleaning/repair;
 - d. Restoration of details in historical buildings;
 - e. Removal of elements that cover architecturally significant areas; and
 - f. Repair or replacement of exterior doors, windows and trim work (in public view) which are necessary for aesthetic purposes
2. **Ineligible Activities.** The following are ineligible uses of grant funds:
 - a. New construction;
 - b. Interior improvements;
 - c. Routine maintenance;

- d. Parking lot improvements; and
- e. Landscaping

3. General Provisions.

- a. Final approval for a Downtown Building Façade Improvement application must be obtained from the City Council of the City of Odessa prior to any work being performed. Any work done prior to final approval shall not be eligible for reimbursement.
- b. Improvements shall be made in conformance with all applicable building codes, laws, and zoning requirements.
- c. All grant recipient improvements must be in compliance with the design standards set forth in the Downtown Master Plan for the overlay zone.
- d. No more than 25% of the total cost of improvements can be related to the exterior painting of the building.
- e. Churches and non-profit organizations are not eligible.
- f. No grant funds will be paid "up front" or advanced prior to the completion of construction. All grant funds are available on a cost-reimbursement basis only.
- g. Funds are subject to Section 504.105 Texas Local Government Code that limits annual spending for promotional purposes to 10% of the ODC revenues.
- h. Funds are limited to those uses that have the purpose of developing new and/or expanded business enterprises and not for other uses such as housing.
- i. Applicant, whether lessee or owner, that is intending to make use of the entire building or structure shall be limited to one Downtown Building Façade Improvement application for all eligible façade improvements on that building or structure.

STATE OF TEXAS §

COUNTY OF ECTOR §

ECONOMIC DEVELOPMENT CONTRACTOR AGREEMENT
<COMPANY>

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, <Company> (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~~2021; and

WHEREAS, the primary purpose of Contractor is to <describe primary purpose> 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

NOW, THEREFORE, ODC and Contractor, do hereby agree as follows:

Section 1. Economic Development Program

ARTICLE I
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 this Agreement. Any change which varies significantly from the scope of services set out in Exhibit “B” 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.~~

Commented [CMB1]: Moved to Section 2.5

Section 2. Funding

1.2 General Development Plan Amendments/Additional ODC Tasks.

.1 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.

- .2 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.
- .3 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 prior to undertaking the additional tasks.

1.3 Term and Termination.

- .1 This Agreement shall become effective on October 1, 2020, and shall terminate on September 30, 2021.
- .2 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:
 - (i) 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.
 - (ii) 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.
 - (iii) 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. Contractor may terminate this agreement upon thirty (30) days written notice to ODC before the expenditure of sales tax funds. Upon this termination, Contractor shall be required to return any unexpended funds received to ODC.

ARTICLE II FUNDING

2.1 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.

2.2.2 Payment. 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.

2.2.3 Other Sources. It is understood and agreed that Contractor will obtain the balance of needed 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.

2.3.4 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.

2.5 Section 4-Changes in Program. 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 this Agreement. Any change which varies significantly from the scope of services set out in Exhibit "B" 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.

ARTICLE III REPORTING REQUIREMENTS

3.1 Budget and Financial Reporting.

- .1 Contractor shall comply with the approved annual contractor budget during the term of this Agreement, copies of which are attached as Exhibit "A."
- .2 On or before the 25th day of each month during the term of this 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.
- .3 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.

3.2 **Activity Reporting.**

- .1 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.
- .2 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.
- .3 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.

3.3 **Informal Reporting.**

- .1 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.
- .2 For these purposes, the parties agree to engage in certain interaction and interoffice communications:
 - (i) 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.
 - (ii) 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-ARTICLE IV~~
~~OTHER REQUIREMENTS~~

4.1 **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..

4.2 **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.

4.3 **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.

~~4.4 **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.~~

Commented [CMB2]: Moved to Section 5.7

~~4.54.4~~ **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~~

~~2.4 **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.~~

Commented [CMB3]: Moved to Section 5.3

~~2.5 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.~~

Commented [CMB4]: Moved to Section 2.1

4.5 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.

4.6 **Property.** The parties agree to the following conditions regarding property rights:

- .1 **Equipment.** 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.
- .2 **Records.** 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.
- .3 **Ownership of Documents.** Upon acceptance or approval by ODC, all reports, information and other data, given to, prepared or assembled by Contractor under this Agreement, shall be the joint property of ODC and Contractor with equal rights of use and access. Contractor or ODC 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.

~~2.6 General Development Plan Amendments/Additional ODC Tasks:~~

- ~~.1 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.~~

~~.2 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.~~

~~.3 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 prior to undertaking the additional tasks.~~

~~2.7 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.~~

Commented [CMB5]: Moved to Section 1.2

Commented [CMB6]: Moved to Section 4.5

ARTICLE V GENERAL TERMS AND CONDITIONS

5.1 Entire Agreement. This Agreement, including all attachments, exhibits, and addenda, embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement. **In the event of conflicting provisions between this Agreement and the attachments, this Agreement shall be controlling.**

5.2 Amendments/Modification to Agreement. This Agreement, and any exhibits, attachments, or addendum, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

5.3 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.

5.4 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.

5.25.5 Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. There shall not be a higher duty or responsibility for any party because they draft the Agreement.

5.35.6 Notices. All notices, communications and reports required or permitted under this 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:

~~2.8 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. CONTRACTOR may terminate this agreement upon thirty (30) days written notice to ODC before the expenditure of sales tax funds. Upon this termination, CONTRACTOR shall be required to return any unexpended funds received to ODC.~~

Commented [CMB7]: Moved to Section 1.3

5.7 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.

[Signature page to follow]

EXECUTED this the ____ day of _____, A.D., ~~2019~~2020.

ATTEST:

“ODC”
Odessa Development Corporation

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

By: _____
Tim Edgmon, Board President

“CONTRACTOR”
<Name of Company>

By: _____
Name, Title

CITY OF ODESSA APPROVAL

By: _____
Michael Marrero, City Manager

APPROVED AS TO FORM:

Robert Carroll, Sr. Assistant City Attorney, as
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~~ Tim Edgmon, President of Odessa Development, ~~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 <Name>, <Title> of <Company>.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF ECTOR §

ECONOMIC DEVELOPMENT CONTRACTOR AGREEMENT
<COMPANY>

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, <Company> (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 2020-2021; and

WHEREAS, the primary purpose of Contractor is to <describe primary purpose> 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

NOW, THEREFORE, ODC and Contractor, do hereby agree as follows:

ARTICLE I
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.

1.2 **General Development Plan Amendments/Additional ODC Tasks.**

- .1 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.
- .2 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.

- .3 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 prior to undertaking the additional tasks.

1.3 **Term and Termination.**

- .1 This Agreement shall become effective on October 1, 2020, and shall terminate on September 30, 2021.
- .2 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:
- (i) 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.
 - (ii) 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.
 - (iii) 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. Contractor may terminate this agreement upon thirty (30) days written notice to ODC before the expenditure of sales tax funds. Upon this termination, Contractor shall be required to return any unexpended funds received to ODC.

ARTICLE II
FUNDING

2.1 **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.

2.2 **Payment.** 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.

2.3 **Other Sources.** It is understood and agreed that Contractor will obtain the balance of needed 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.

2.4 **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.

2.5 **Changes in Program.** 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 this Agreement. Any change which varies significantly from the scope of services set out in Exhibit "B" 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.

ARTICLE III **REPORTING REQUIREMENTS**

3.1 Budget and Financial Reporting.

- .1 Contractor shall comply with the approved annual contractor budget during the term of this Agreement, copies of which are attached as Exhibit "A."
- .2 On or before the 25th day of each month during the term of this 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.
- .3 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.

3.2 **Activity Reporting.**

- .1 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.
- .2 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.
- .3 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.

3.3 **Informal Reporting.**

- .1 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.
- .2 For these purposes, the parties agree to engage in certain interaction and interoffice communications:
 - (i) 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.
 - (ii) 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.

ARTICLE IV OTHER REQUIREMENTS

4.1 **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..

4.2 **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.

4.3 **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.

4.4 **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.

4.5 **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.

4.6 **Property.** The parties agree to the following conditions regarding property rights:

- .1 **Equipment.** 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.
- .2 **Records.** 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.
- .3 **Ownership of Documents.** Upon acceptance or approval by ODC, all reports, information and other data, given to, prepared or assembled by Contractor under this Agreement, shall be the joint property of ODC and Contractor with equal rights of use and access. Contractor or ODC 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.

ARTICLE V
GENERAL TERMS AND CONDITIONS

5.1 **Entire Agreement.** This Agreement, including all attachments, exhibits, and addenda, embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement. **In the event of conflicting provisions between this Agreement and the attachments, this Agreement shall be controlling.**

5.2 **Amendments/Modification to Agreement.** This Agreement, and any exhibits, attachments, or addendum, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

5.3 **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.

5.4 **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.

5.5 **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. There shall not be a higher duty or responsibility for any party because they draft the Agreement.

5.6 **Notices.** All notices, communications and reports required or permitted under this 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:

5.7 ***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.

[Signature page to follow]

EXECUTED this the _____ day of _____, A.D., 2020.

ATTEST:

“ODC”
Odessa Development Corporation

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

By: _____
Tim Edgmon, Board President

“CONTRACTOR”
<Name of Company>

By: _____
Name, Title

CITY OF ODESSA APPROVAL

By: _____
Michael Marrero, City Manager

APPROVED AS TO FORM:

Robert Carroll, Sr. Assistant City Attorney, as
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 Tim Edgmon, President of Odessa Development 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 <Name>, <Title> of <Company>.

Notary Public in and for the State of Texas