



# Board Binder Open Session

November 2, 2020

# Agenda



Effective March 16, 2020, Governor Greg Abbott authorized the temporary suspension of certain statutory provisions of the Texas Open Meetings Act. This meeting of the Midland Development Corporation is being held pursuant to such authorization and will limit face-to-face interactions for the purpose of slowing the spread of the coronavirus (COVID-19).

**MIDLAND DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS  
LOCAL GOVERNMENT CODE**

**NOTICE OF PUBLIC MEETING**

In accordance with Chapter 551, Texas Government Code, as amended, notice is hereby given to the public that the Board of Directors of the Midland Development Corporation will meet in regular session, open to the public, in the Midland Development Corporation board room, 200 North Loraine Street, Suite 610, Midland, Texas, at 10:00 a.m. on November 2, 2020.

**Videoconference Information**

Join Zoom Webinar

<https://us02web.zoom.us/j/83868466950?pwd=ZXI1alVzbVBGYW1PVnc4WjdRWUlkdz09>

Password: 859780

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346-248-7799 or +1 669-900-9128 or +1 253-215-8782 or +1 301-715-8592 or +1 312-626-6799  
or +1 646-558-8656

Webinar ID: 847 6426 9569

Passcode: 859780

International numbers available: <https://us02web.zoom.us/j/83868466950?pwd=ZXI1alVzbVBGYW1PVnc4WjdRWUlkdz09>

At such meeting, the Board of Directors may discuss, consider, and take action on any of the following items:

1. Call meeting to order.
2. Motion approving the minutes of the October 5, 2020, meeting of the Midland Development Corporation.
3. Presentation from the Midland County Hospital District on the District's progress, accomplishments, and any ongoing projects or programs related to physician recruitment.
4. Resolution authorizing payment in the amount of \$250,156.46 to the Midland County Hospital District pursuant to the Midland Development Corporation's Reimbursable Physician Recruitment Agreement with the Midland County Hospital District.
5. Resolution authorizing the execution of a promotional agreement with Midland Downtown Farmers Market, Inc., to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises.

6. Motion canceling the January 4<sup>th</sup>, 2021 meeting of the Midland Development Corporation Board of Directors.
7. Resolution authorizing the execution of a consultant services agreement with The Guisinger Group Partners, LP, for services related to the recruitment of a Director of Project Development for the Midland Development Corporation; and authorizing payment therefor.
8. Presentation on the October 2020 monthly expenses from the Midland Development Corporation.
9. Presentation on the monthly economic development activity report from the Midland Development Corporation Executive Director.

Posted this 29<sup>th</sup> day of October, 2020.

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Amy M. Turner  
City Secretary

# October 5<sup>th</sup> Minutes

# MIDLAND DEVELOPMENT CORPORATION

## MINUTES

October 05, 2020

The Board of Directors of the Midland Development Corporation convened in regular session at the Midland Chamber of Commerce board room, 303 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on October 05, 2020.

Board Members present: Chairman Wesley Bownds, Director Stephen Lowery, Director Berry Simpson, Director Chase Gardaphe, Director Jill Pennington, Director Elaine Bedell and Director Lourcey Sams

Board Members absent: None

Staff Members present: Assistant City Manager Morris Williams, Assistant City Attorney Nicholas Toulet-Crump, and Deputy City Secretary SueAnn Reyes

Council Member(s) present: Council Member Lori Blong

MDC Staff Members present: Executive Director John Trischitti, Director of Operations Sara Harris, Marketing Coordinator Kori Wooten, and Administrative Assistant Blair Flanagan

### 1. Call meeting to order.

Chairman Bownds called the meeting to order at 10:03 am

### 2. Motion approving the minutes of the September 14, 2020, meeting of the Midland Development Corporation.

Director Simpson moved to approve the minutes of the September 14, 2020 meeting of the Midland Development Corporation; seconded by Director Gardaphe. The motion carried by the following vote: AYE: Bownds, Lowery, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: None

### 3. Presentation from Midland Downtown Farmers Market.

Samantha Borgstedt, Midland Downtown Farmers Market Director, gave a presentation on the operation of the Midland Downtown Farmers Market, noting it is a Texas certified farmer's market with 30 to 35 vendors per week throughout 2020. Vendor fees are \$20 per week, and the Midland Downtown Farmers Market hopes to do more with the Museum of the Southwest to expand the market, including food trucks, live music, and yoga classes.

### 4. Resolution authorizing payment in the amount of \$53,098.00 to the University of Texas of the Permian Basin pursuant to that certain incubator and makerspace grant

agreement between the Midland Development Corporation and the University of Texas of the Permian Basin.

Director Lowery moved to approve Resolution ED-364 authorizing payment in the amount of \$53,098.00 to the University of Texas of the Permian Basin pursuant to that certain incubator and makerspace grant agreement between the Midland Development Corporation and the University of Texas of the Permian Basin; seconded by Director Pennington. The motion carried by the following vote: AYE: Bownds, Lowery, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: None

5. Motion establishing October 31, 2020, as the deadline for the submission of Midland Development Corporation Small Business Assistance Program applications.

Director of Operations Sara Harris reported that the MDC had approved two grants with two pending approval. She added that applications from eligible businesses had ceased, since the majority of eligible businesses had already received federal Paycheck Protection Program funding. Executive Director John Trischitti stated that unused funds would be returned to the MDC.

Director Simpson moved to approve a motion establishing October 31, 2020, as the deadline for the submission of Midland Development Corporation Small Business Assistance Program applications; seconded by Director Bedell. The motion carried by the following vote: AYE: Bownds, Lowery, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: None

6. Resolution authorizing the execution of a contract with Turf Specialties, Inc., for landscape maintenance services at the Spaceport Business Park; authorizing the execution of all documents necessary and appropriate to effectuate the purpose of said contract; and authorizing payment therefor in an amount not to exceed \$11,820.00.

Director Gardaphe moved to approve Resolution ED-365 authorizing the execution of a contract with Turf Specialties, Inc., for landscape maintenance services at the Spaceport Business Park; authorizing the execution of all documents necessary and appropriate to effectuate the purpose of said contract; and authorizing payment therefor in an amount not to exceed \$11,820.00; seconded by Director Pennington. The motion carried by the following vote: AYE: Bownds, Lowery, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: None

7. Presentation on the September 2020 monthly expenses from the Midland Development Corporation.

Sara Harris stated that September 2020 concluded the MDC's 2020 fiscal year. She said that even though there had been a 14% decrease in sales tax collections in fiscal year 2020 as compared to fiscal year 2019, that the MDC had still reached its \$12 million revenue budget for fiscal year 2020.

8. Presentation on the monthly economic development activity report from the Midland Development Corporation Executive Director.

Director Trischitti stated the need to fill the Director of Project Development position but that there had been no viable applicants. The MDC is moving forward with a regional search and would like someone on board by January 1, 2021. He added that some MDC focuses for 2021 will be broadband and workforce collaboration with UTPB.

All the business at hand having been completed, Chairman Bownds adjourned the meeting at 11:15 a.m.

Respectfully submitted,

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SueAnn Reyes, Deputy City Secretary

PASSED AND APPROVED the 2<sup>nd</sup> Day of November 2020.

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Berry Simpson, Secretary



Midland Health  
Reimbursable  
Physician  
Recruitment  
Presentation

# MDC 2020 Recruiting Report

- ✓ **Program Successes**
- ✓ **Challenges**
- ✓ **FY20 MDC Financial Overview**



# Sixth Year Successes

Physicians/specialties who will be joining our community in FY 2020:

- ✓ Hospitalist
- ✓ Family Medicine
- ✓ Infectious Disease
- ✓ Orthopedics
- ✓ Emergency Medicine
- ✓ Pediatrics
- ✓ Radiology
- ✓ OB/GYN

Retention Rates:

- Oct. '14 – Sept. '20 = 79%



# CHALLENGES

- **Neurology**

*Recruiting for outpatient practice.*

- **Pulmonary/Critical Care**

*Inpatient commitment for ICU restructure and recruiting for outpatient practice.*

- **Gastroenterology**

*Recruiting Inpatient/Outpatient practice*



# Summary of Sixth Year Successes

- ✓ **8 Physicians started practicing in FY19.**
- ✓ **11 Physicians recruited to start practice in FY20.**
- ✓ **3 additional Physicians recruited for future starts in FY21:**
  - **Dr. Rick Reynolds, Neurologist will start January 2021**
  - **Dr. Orlando Garner, Intensivist will complete his Critical Care Fellowship July 2021**
  - **Dr. Emily Baker, Family Medicine will complete her Residency July 2021**

***9 of these physicians are from Midland or have ties here.***



# FY20 MDC Financial Overview

## Total recruiting expenses for FY20:

- October 2019 – March 2020 \$199,843.54
- April 2020- September 2020 \$261,943.47
- Total FY20 Recruiting Dollars Spent \$461,787.01

Dollars Reimbursable by MDC \$450,000.00

Dollars Paid by MMH \$11,787.01

\$461,787.01



# Economic Impact to Community

Using the barometers physician output, jobs, wages, and benefits and state and local tax revenue:

- ✓ Jobs: On average, each physician supports 17 jobs\* (up from 14 jobs\*\*).
- ✓ Wages and benefits: On average, each physician supports a total of \$1.4 M\* (up from \$1.1M\*\*) in wages and benefits.
- ✓ Tax revenues: On average, each physician supports \$126,129\* (up from \$90,449\*\*) in local and state tax revenues.
- ✓ Per capita economic output of Patient Care Physicians: On average, each physician supports a per capita economic output of \$2,296,768 in Texas.\*\*

*\*The Impact of One Physician: A Note on National Doctor's Day," 2018, from 2014 survey.*

*\*\*Previous data: The Economic Impact of Physicians, Merritt Hawkins , 2018, based on 2016 survey.*



# Economic Impact to Community

## FY20 Impact:

**11 Physicians are supporting 187 jobs.**

**11 Physicians are supporting \$15,400,000 in wages and benefits.**

**11 Physicians are supporting \$1,387,419 in local and state tax revenues.**

**11 Physicians are supporting \$25,264,448 per capita economic output of patient care.**





# Midland Memorial Hospital Reimbursement

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$250,156.46 TO THE MIDLAND COUNTY HOSPITAL DISTRICT PURSUANT TO THE MIDLAND DEVELOPMENT CORPORATION'S REIMBURSABLE PHYSICIAN RECRUITMENT AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT**

WHEREAS, the Midland Development Corporation previously entered into a reimbursable physician recruitment agreement with the Midland County Hospital District; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize payment to the Midland County Hospital District pursuant to the terms of said agreement;

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

THAT the City Comptroller of the City of Midland, Texas, is hereby authorized and directed to pay the Midland County Hospital District the sum of \$250,156.46, in accordance with the terms of said agreement, from funds available in the Midland Development Corporation Promotions Project (800705).

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

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WESLEY BOWNDS,  
Chairman of the Midland  
Development Corporation

ATTEST:

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BERRY SIMPSON,  
Secretary of the Midland  
Development Corporation

APPROVED ONLY AS TO FORM:

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JOHN OHNEMILLER,  
Attorney for the Midland  
Development Corporation

October 5, 2020

Midland Development Corporation  
Attn: John Trischitti, III, Executive Director  
200 N. Loraine Street, Ste. 610  
Midland, Texas 79701



RE: FY20 Physician Recruitment 2nd Half Report

Dear Mr. Trischitti,:

Midland Memorial Hospital (MMH) is pleased to submit the FY20 annual report as required under section I.G. of the Reimbursable Physician Recruitment Agreement dated June 26, 2014, between Midland Development Corporation (MDC) and Midland County Hospital District.

As we finish the sixth year of our current MDC partnership, MMH continues to bring physicians into the community through ongoing recruitment efforts. MMH partners with community-based private practices as well as MMH affiliated practices to add or replace physicians.

In the second half of FY20, nine (9) physicians started practicing in Midland with the following specialties: Hospitalist, Emergency Medicine, Pediatrics, Orthopedics, Radiology, and OB/GYN. Of those physicians successfully recruited to our area in this reporting period, five (5) of those physicians have ties to the area. One special note of interest is our efforts and success recruiting 2 doctors from Texas Tech University Health Sciences School of Medicine.

Previously reported being from Midland, or having ties in Midland: Maria Montero, Family Medicine/Geriatrics completed her Residency in Summer 2020 at Texas Tech University Health Sciences Center-Permian Basin and will be starting October 2020. Dr. Emily Baker, who will complete her Family Medicine training in Summer 2021 is a Midland Native.

Total expenses for this half of the current annual period were \$261,943.47. We request approval for reimbursement of \$250,156.46, which will complete the annual reimbursement of \$450,000.

We continue to be grateful for your support and monetary commitment to our recruitment efforts, our community, and the citizens we both serve.

Respectfully,

A handwritten signature in blue ink that reads "Karen Kuehn". The signature is fluid and cursive.

Karen Kuehn  
Manager, Physician Recruitment

Midland  
Downtown  
Farmers Market

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROMOTIONAL AGREEMENT WITH MIDLAND DOWNTOWN FARMERS MARKET, INC., TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES**

**WHEREAS**, the Midland Development Corporation (“*MDC*”) is authorized to expend promotional funds in order to advertise or publicize the City for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

**WHEREAS**, the Board of Directors finds that a promotional agreement with Midland Downtown Farmers Market, Inc. (“*MDFM*”), that provides for the expenditure of promotional funds to MDFM in exchange for MDFM’s efforts to advertise and publicize the City for the purpose of developing new and expanded business enterprises, will thereby enhance and promote economic development within the City; and

**WHEREAS**, the Board of Directors finds it to be in the public interest to authorize the execution of a promotional agreement with MDFM for the purposes described herein;

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

**SECTION ONE.** That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a promotional agreement with MDFM. Said agreement being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

**SECTION TWO.** That the City Comptroller of the City of Midland is hereby authorized and directed to pay MDFM in accordance with the terms of said agreement, from funds available in the Midland Development Corporation Promotions Project (800705) in the fiscal year in which the payment is to be made.

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the

above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

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WESLEY BOWNDS,  
Chairman of the Midland  
Development Corporation

ATTEST:

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BERRY SIMPSON,  
Secretary for the Midland  
Development Corporation

APPROVED ONLY AS TO FORM:

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JOHN OHNEMILLER,  
Attorney for the Midland  
Development Corporation

## PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT (“*Agreement*”) is made and effective the 18<sup>th</sup> day of November 2020, by and between THE MIDLAND DEVELOPMENT CORPORATION (“*MDC*”), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and MIDLAND DOWNTOWN FARMERS MARKET INC. (“*MDFM*”). In this Agreement, MDC and Midland Downtown Farmers Market, Inc., are sometimes individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

### WITNESSETH:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code;

WHEREAS, MDC’s expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and the MDFM;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

### I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the MDFM shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

### II. OBLIGATIONS OF THE PARTIES

**A. MDC Payment.** MDC agrees to make one (1) lump-sum payment to MDFM in the amount of \$40,000.00, with said payment to be made on or before December 31, 2020. In addition to said lump-sum payment, MDC agrees to make two (2) payments to MDFM in accordance with the following schedule:

1. \$20,000.00 on or before December 31, 2021; and
2. \$10,000.00 on or before December 31, 2022.

The total funds provided by MDC under this Agreement shall not exceed \$70,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for MDFM’s advertising and promotional services set forth herein.

Exhibit A



**B. MDFM Services.** MDFM shall use all reasonable, but commercially prudent, efforts to provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. MDFM shall perform all services in a workmanlike manner. MDFM shall coordinate with MDC's Executive Director and Director of Operations regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

**C. MDFM Report.** During the term of this Agreement, at a time and place mutually agreed to by the Parties, MDFM shall provide MDC with a report or presentation containing a detailed summary of MDFM's efforts to promote new and expanded business enterprises within the City of Midland.

### **III. INDEPENDENT CONTRACTOR**

MDFM shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. MDMF shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of MDFM's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. MDFM shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of MDFM's work. MDFM shall assume exclusive responsibility for its work.

### **IV. TERM OF AGREEMENT**

Upon execution by the Parties, this Agreement becomes effective November 17, 2020, and shall terminate on December 31, 2023, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

### **V. GENERAL TERMS**

**A. Entire Agreement.** This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

**B. Termination.** MDC may terminate this Agreement at will for any or no reason upon giving at least sixty (60) days' written notice to MDFM. The Parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. MDFM has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The Parties have bargained for the flexibility of terminating this Agreement

upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

**C. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**D. 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.

**E. Notices.** All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party. Email shall also be an acceptable method of delivery.

*If to MDC:*

Midland Development Corp.  
200 N. Loraine St., Suite 610  
Midland, Texas 79701

*If to MDFM:*

Midland Downtown Farmers Market, Inc  
PO Box 114  
Tarzan, Texas 79783

**F. Assignment.** This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by MDFM without the prior written consent of MDC.

**G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, MDFM HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT MDFM HAS OR MAY HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.**

**H. Amendments.** This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

**I. Governmental Immunity.** By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**J. Waiver of Attorney Fees.** By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY AND CONCLUSIVELY WAIVE ANY**

**CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.**

**K. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the Parties shall be deemed to have occurred in Midland County, Texas.

**L. Third-Party Beneficiary.** MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a Party to this Agreement shall have any third-party beneficiary or other rights hereunder.

**M. Governmental Function.** MDC and MDFM hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, MDFM releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

*[Signature Pages Follow]*

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

**MIDLAND DEVELOPMENT  
CORPORATION**

By \_\_\_\_\_  
Wesley Bownds, Chairman

ATTEST:

\_\_\_\_\_  
Berry Simpson, Secretary

**MIDLAND DOWNTOWN FARMERS  
MARKET, INC.**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF MIDLAND       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of MIDLAND DOWNTOWN FARMERS MARKET, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

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*Promotional Services to be Provided by Midland Downtown  
Farmers Market, Inc.*

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1. Providing a venue for an average of at least thirty (30) vendors per week for each calendar year during the term of the Agreement.
2. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
3. Promoting Midland Downtown Farmers Market, Inc. as an entity that brings the community together to celebrate Midland's diversity and choice, while supporting local businesses, artisans, and producers.
4. Including references to the Midland Development Corporation's support for Midland Downtown Farmers Market, Inc. in media releases, including advertising, social media posts, television, and newspaper coverage.
5. Including a description and logo for the Midland Development Corporation in Midland Downtown Farmers Market, Inc.'s website and promotional materials.

# The Guisinger Group Partners, LP Recruitment

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH THE GUISINGER GROUP PARTNERS, LP, FOR SERVICES RELATED TO THE RECRUITMENT OF A DIRECTOR OF PROJECT DEVELOPMENT FOR THE MIDLAND DEVELOPMENT CORPORATION; AND AUTHORIZING PAYMENT THEREFOR**

**WHEREAS**, the Board of Directors finds it to be in the public interest to authorize the execution of a consultant services agreement with The Guisinger Group Partners, LP, for services related to the recruitment of a Director of Project Development for the Midland Development Corporation;

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

**SECTION ONE.** That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a consultant services agreement with The Guisinger Group Partners, LP, for services related to the recruitment of a Director of Project Development for the Midland Development Corporation. Said agreement being in the form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

**SECTION TWO.** That the City Comptroller of the City of Midland, Texas, is hereby authorized and directed to pay The Guisinger Group Partners, LP, in accordance with the terms of said agreement, from funds available in the Midland Development Corporation Fund (235) Operating Budget.

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by the following vote:

Directors voting "AYE":



Directors voting "NAY":

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WESLEY BOWNDS,  
Chairman of the Midland  
Development Corporation

ATTEST:

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BERRY SIMPSON,  
Secretary of the Midland  
Development Corporation

APPROVED ONLY AS TO FORM:

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JOHN OHNEMILLER,  
Attorney for the Midland  
Development Corporation

## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made and effective the 2nd day of November, 2020, by and between the MIDLAND DEVELOPMENT CORPORATION (“MDC”), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and THE GUISINGER GROUP PARTNERS, LP (“Company”).

### **ARTICLE I. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which Company shall provide consulting services (also referred to as the “services”) in connection with recruiting candidates for the successful fulfillment of the position of Director of Project Development for the Midland Development Corporation.

### **ARTICLE II. SERVICES TO BE PERFORMED**

1. Company shall provide those services described in **Exhibit A**, which are attached hereto and incorporated herein for all legal purposes.
2. Company shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same location at approximately the same point in time and for the same types of projects. Company represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described herein.

### **ARTICLE III. FINANCIAL CONSIDERATIONS**

MDC agrees to pay Company in an amount not to exceed **25% of the position’s base salary, excluding bonus and employer 401K contributions** for the services described in **Exhibit A**, exclusive of reasonable expenses specifically enumerated in **Exhibit A** that are necessary and appropriate for the performance of said services. MDC agrees to pay Company upon presentation of proper invoice(s). The invoice(s) shall set forth all fees and costs. Within 30 days of the date Company’s invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify Company of MDC’s objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. MDC in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

**Exhibit A**

**ARTICLE IV.  
TERM**

The term of this Agreement shall be from October 6, 2020, until September 30, 2021, unless: (i) the purpose of this Agreement is successfully accomplished at an earlier date; or (ii) the Agreement is terminated earlier as provided in Article V.

**ARTICLE V.  
TERMINATION**

Either party may terminate this Agreement at will, for no or any reason, upon giving the other party thirty (30) days' written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the other party. All work and services under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice.

**ARTICLE VI.  
CONTRACT PERSONNEL**

This Agreement provides for consulting services, and Company shall not assign this Agreement, in whole or in part, without the prior written consent of MDC. It is understood that the services shall be either self-performed or subcontracted by Company.

**ARTICLE VII.  
OWNERSHIP AND CONFIDENTIALITY OF  
DOCUMENTS AND OTHER WORK PRODUCT**

Any deliverables or reports provided to MDC by Company under this Agreement shall become the sole property of MDC and shall be delivered to MDC. Company may make copies of any and all instruments of service for its files.

**ARTICLE VIII.  
INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between MDC and Company, its officers, agents, employees,

contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a ‘Community of Pecuniary Interest’ or ‘An Equal Right of Control,’ which would give rise to vicarious liability. Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of the Company’s work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

**ARTICLE IX.  
INSURANCE**

Company shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Comprehensive General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person  
\$1,000,000.00 per occurrence
- Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -  
Personal Injury and Property Damage

Workers’ Compensation: Statutory limits  
Employers’ Liability: \$500,000.00 per accident or occurrence

The Workers’ Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Agreement.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement.

All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name the as an additional insured. All insurance required pursuant to this Agreement, including Workers' Compensation Insurance, shall provide for a waiver of subrogation as to MDC.

The parties agree that, prior to the execution of the Agreement, Company shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

*The Midland Development Corporation is included as an additional insured on all policies except for Workers' Compensation. The Company and Insurer hereby waive all rights of subrogation with respect to claims against the Midland Development Corporation and its agents, employees and officers, on all policies of insurance.*

MDC shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the MDC and policies that name MDC as an additional insured (except workers' compensation).

## **ARTICLE X. ATTORNEY FEES**

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER**

**271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

**ARTICLE XI.  
GOVERNMENTAL IMMUNITY**

By executing this Agreement, MDC is not waiving its governmental immunity and retains all immunity from liability. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**ARTICLE XII.  
NO THIRD-PARTY BENEFICIARIES**

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

**ARTICLE XIII.  
RELEASE**

**COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.**

**ARTICLE XIV.  
INDEMNITY**

**COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, ITS AGENTS OR EMPLOYEES, OR ANY CONTRACTOR OR SUBCONTRACTOR,**

**ARISING OUT OF, OR RESULTING FROM COMPANY'S ACTIVITIES AND OBLIGATIONS UNDER THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES WITH RESPECT TO SUCH INDEMNIFIED CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES.**

**COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR THE NEGLIGENCE OF COMPANY'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF MDC'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

**ARTICLE XV.  
NOTICE OF ALLEGED BREACH;  
STATUTORY PREREQUISITES**

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representative, shall give the Chairman of the Midland Development Corporation, or any other reasonable official of MDC, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the Chairman of the Midland Development Corporation, or other reasonable





The Guisinger Group  
1307 Terra Court  
Midland, Texas 79705-2834

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

4. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
5. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.
6. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.
8. Assignment. Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of the MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.
9. Conflict of Terms. In the event that there is a conflict or inconsistency between the terms and conditions of this Agreement and those contained in **Exhibit A**, the terms and conditions of this Agreement shall control and govern the rights and obligations of the parties.

*[Signature Pages Follow]*

**EXECUTED** the day and year first above written.

MIDLAND DEVELOPMENT  
CORPORATION

---

Wesley Bownds, Chairman

ATTEST:

---

Berry Simpson, Secretary

THE GUISSINGER GROUP, LP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of THE GUISSINGER GROUP, LP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

# The Guisinger Group Partners, LP PROVIDED SERVICES

For  
Midland Development Corporation

The Guisinger Group Partners, LP (“the Company”) agrees to assist Midland Development Corporation (“the Employer”) in locating a person (“Candidate”) to be employed by the Employer subject to the terms and provisions of that certain Consultant Services Agreement dated November 2, 2020, and those provided for herein (collectively, the “Agreement”).

All positions secured through the Company are on an employer-paid basis only.

The cost for our services is earned if the Employer or any of its affiliates, as a result of our efforts, hires a Candidate, directly or indirectly, within one (1) calendar year of our referral. The term “affiliate” as to the Employer, shall expressly not include any companies controlled by a controlling company not explicitly made party to this Agreement. The cost of services is also earned in the event the Employer refers the Candidate to another employer who hires the Candidate. This cost is based upon twenty-five percent (25%) of a Candidate’s base salary excluding bonus and 401K contributions by the Employer.

**Terms** – Net due within thirty (30) days of the Employer’s receipt of the Company’s invoice. Cost of services shall be billed on the first (1st) day of employment of a Candidate supplied by the Company.

If a Candidate is employed and then is terminated or leaves the Employer’s employ within thirty (30) days after commencing employment for the position offered and hired for, the Company shall use its best efforts to find a replacement at no additional cost to the Employer, provided that the Company is notified in writing within five (5) days after the Candidate’s termination. The Company’s efforts to locate a replacement Candidate shall be on an exclusive basis for a period of ninety (90) days.

The above-mentioned arrangement is on a contingency basis, in that there is no charge for the Company’s services unless the Employer hires a Candidate located by the Company. The Company shall provide preliminary reference checks when requested by the Employer. The Company will not be held responsible for any false representation made by a Candidate.

The Employer: Midland Development Corporation

The Company: The Guisinger Group Partners, LP  
By: The Guisinger Group, LLC its General Partner

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Nancy J. Guisinger, Manager

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Date

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Date

Exhibit A

# Income Statement

**MIDLAND DEVELOPMENT CORPORATION**  
**INCOME STATEMENT FOR THE 1 MONTHS ENDED**  
**October 31, 2020**

	Oct-20	YTD	Budgeted Amount
<b>Revenue</b>	<b>\$1,284,445.10</b>	<b>\$1,284,445.10</b>	<b>\$9,000,000.00</b>
40100 - State Sales Tax	\$1,203,058.10	\$1,203,058.10	\$9,000,000.00
43000 - Interest	\$0.00	\$0.00	\$0.00
43010 - Interest - Nonpooled Invest	\$0.00	\$0.00	\$0.00
46190 - Miscellaneous Rentals	\$81,387.00	\$81,387.00	\$0.00
<b>4235150 - Midland Dvlpmt Corp Revenue</b>	<b>\$1,284,445.10</b>	<b>\$1,284,445.10</b>	<b>\$9,000,000.00</b>

<b>Expense</b>	<b>\$229,035.84</b>	<b>\$229,035.84</b>	<b>\$22,656,815.00</b>
51010 - Base Salary	\$68,649.52	\$68,649.52	\$692,150.00
51090 - Fica MDC Portion	\$4,069.29	\$4,069.29	\$65,456.00
51110 - Health Insurance	\$3,124.82	\$3,124.82	\$55,460.00
51135 - ACCE Profit Sharing	\$5,167.97	\$5,167.97	\$48,451.00
52010 - Office Supplies	\$165.55	\$165.55	\$11,000.00
52110 - Motor Vehicle Supplies	\$0.00	\$0.00	\$1,000.00
52115 - Minor Furniture & Fixtures	\$0.00	\$0.00	\$500.00
52155 - Minor Computer Hrdwre & Periph	\$0.00	\$0.00	\$5,000.00
52160 - Computer Software & Supplies	\$8,441.31	\$8,441.31	\$30,000.00
52620 - Postage	\$0.00	\$0.00	\$700.00
53010 - Communication	\$1,417.83	\$1,417.83	\$17,000.00
53030 - Light & Power	\$0.00	\$0.00	\$150.00
53110 - Insurance-External	\$0.00	\$0.00	\$190,000.00
53212 - Equipment Rental-External	\$344.54	\$344.54	\$5,000.00
53220 - Advertising	\$37,825.83	\$37,825.83	\$200,000.00
53370 - Grounds Maintenance	\$0.00	\$0.00	\$5,000.00
53405 - Software Maintenance	\$1,540.85	\$1,540.85	\$12,000.00
53440 - External Audit Fees	\$0.00	\$0.00	\$20,000.00
53450 - Consulting Fees	\$37,063.43	\$37,063.43	\$500,000.00
53510 - Travel & Entertainment	\$0.00	\$0.00	\$15,000.00
53520 - Dues & Subscriptions	\$2,382.80	\$2,382.80	\$20,000.00
53530 - Training,Registration Fees,Etc	\$0.00	\$0.00	\$10,000.00
53905 - Economic Development Incentive	\$2,000.00	\$2,000.00	\$18,553,329.00
53907 - Business Recruitment & Retentn	\$1,013.40	\$1,013.40	\$50,000.00
53920 - Rent	\$6,261.72	\$6,261.72	\$75,000.00
54010 - Building Maintenance	\$16,932.77	\$16,932.77	\$45,000.00
55120 - Maint. - Instruments & Appara.	\$77.13	\$77.13	\$3,000.00
56188 - MOTRAN	\$0.00	\$0.00	\$137,000.00
56202 - General Fund Services	\$32,557.08	\$32,557.08	\$390,619.00
56410 - Payment of Principal	\$0.00	\$0.00	\$60,000.00
56420 - Interest Expense	\$0.00	\$0.00	\$12,000.00
56910 - Depreciation Expense	\$0.00	\$0.00	\$0.00
56995 - Project Non Capital - Promotions	\$0.00	\$0.00	\$27,000.00
57001 - Capital Buildings & Structures	\$0.00	\$0.00	\$0.00
57002 - Capital Improve Other Than Bldg	\$0.00	\$0.00	\$1,400,000.00
<b>235235 - Midland Development Corp</b>	<b>\$229,035.84</b>	<b>\$229,035.84</b>	<b>\$22,656,815.00</b>

**October 2020 Net Income: \$1,055,409.26**

**Year-to-Date Net Income: \$1,055,409.26**

# Balance Sheet

MIDLAND DEVELOPMENT CORPORATION  
BALANCE SHEET FOR THE PERIOD ENDED  
October 31, 2020  
(Used for Internal Purposes Only)

ASSETS

Current Assets

Cash and cash equivalents	23,991,515	
Sales tax receivable	2,486,351	
Prepaid expenses	107,133	
Accounts receivable	-	
	-	26,584,999

Non-Current Assets

Capital Assets, net	19,687,698	
Forgivable Loans		
Made to Primary Government	-	
Made to Other	506,579	
Total Forgivable Loans	506,579	
		20,194,277

Total Assets		\$ 46,779,276
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LIABILITIES AND NET POSITION

Liabilities

Accounts payable	331,156	
Retainage Payable	66,176	
Capital Leases payable	257,083	
Commitments payable		
Due within one year	13,063,567	
Due in more than one year	28,414,902	
Total Commitments Payable	41,478,469	
		42,132,884

Net Position

Net investment in capital assets	19,687,698	
Restricted for Forgivable Loans	506,579	
Restricted for Capital Leases	257,083	
Promotions	1,399,775	
Unrestricted	(17,204,744)	
	4,646,392	

Total Liabilities and Net Position		\$ 46,779,276
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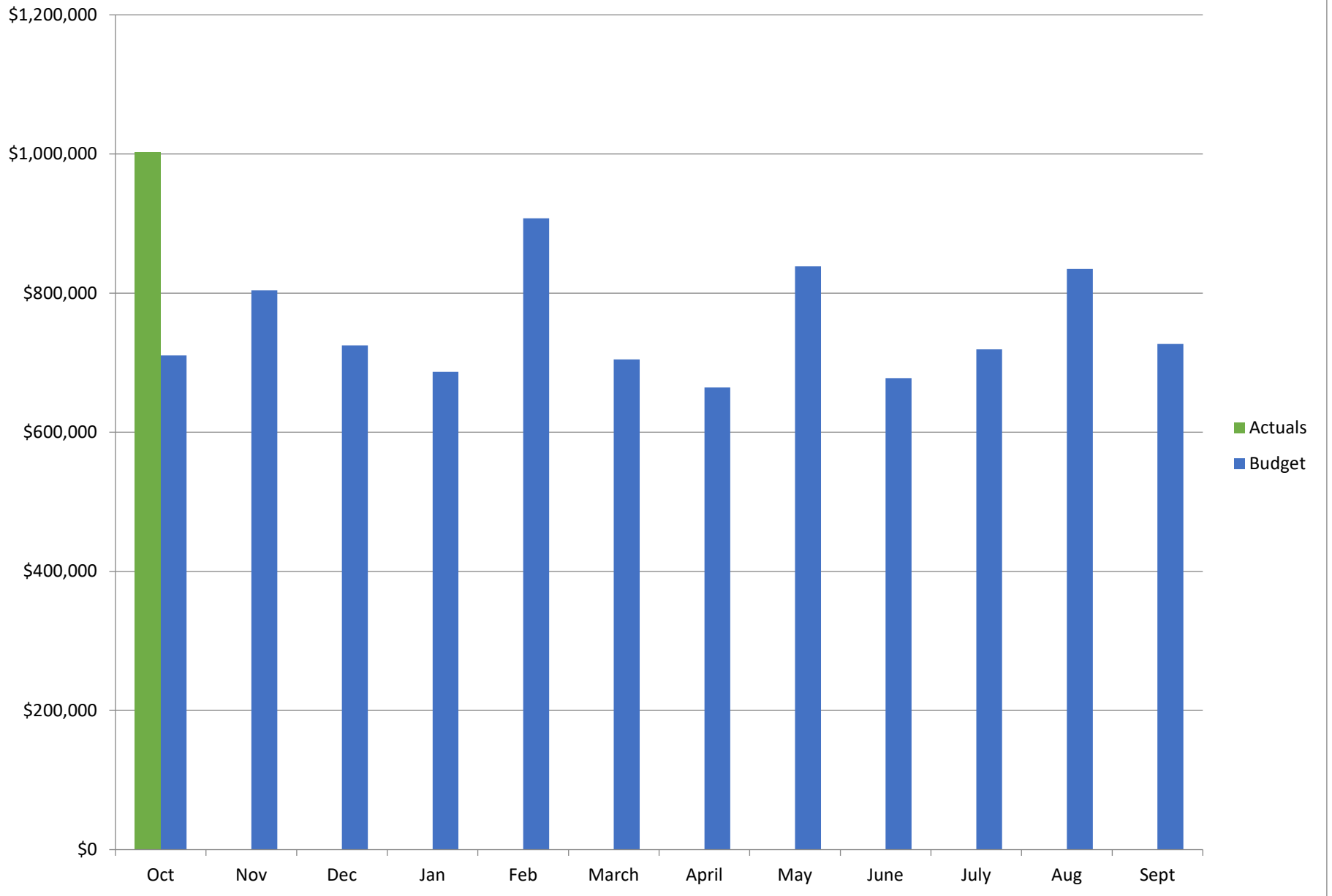


# Sales Tax

Sales Tax Variance

	2018-2019	2019-2020	% Change	2019-2020	2020-2021	% Change	YTD Change
<b>October</b>	\$1,168,778.63	\$1,219,993.44	4.38%	\$1,219,993.44	\$1,203,058.10	-1.39%	-1.39%
<b>November</b>	\$1,315,318.62	\$1,266,357.10	-3.72%	\$1,266,357.10			
<b>December</b>	\$1,185,882.84	\$1,263,226.93	6.52%	\$1,263,226.93			
<b>January</b>	\$1,143,749.27	\$1,036,178.70	-9.41%	\$1,036,178.70			
<b>February</b>	\$1,442,774.27	\$1,279,615.49	-11.31%	\$1,279,615.49			
<b>March</b>	\$1,209,440.03	\$966,824.94	-20.06%	\$966,824.94			
<b>April</b>	\$1,135,613.41	\$1,006,559.17	-11.36%	\$1,006,559.17			
<b>May</b>	\$1,381,858.75	\$1,251,139.57	-9.46%	\$1,251,139.57			
<b>June</b>	\$1,175,734.10	\$897,050.21	-23.70%	\$897,050.21			
<b>July</b>	\$1,242,133.20	\$876,285.08	-29.45%	\$876,285.08			
<b>August</b>	\$1,359,171.41	\$1,074,175.26	-20.97%	\$1,074,175.26			
<b>September</b>	\$1,315,787.31	\$834,182.16	-36.60%	\$834,182.16			
<b>Annual Total</b>	<b>\$15,076,241.84</b>	<b>\$12,971,588.05</b>	-13.96%	<b>\$12,971,588.05</b>	<b>\$1,203,058.10</b>		

## Sales Tax Actuals vs Budget Estimates



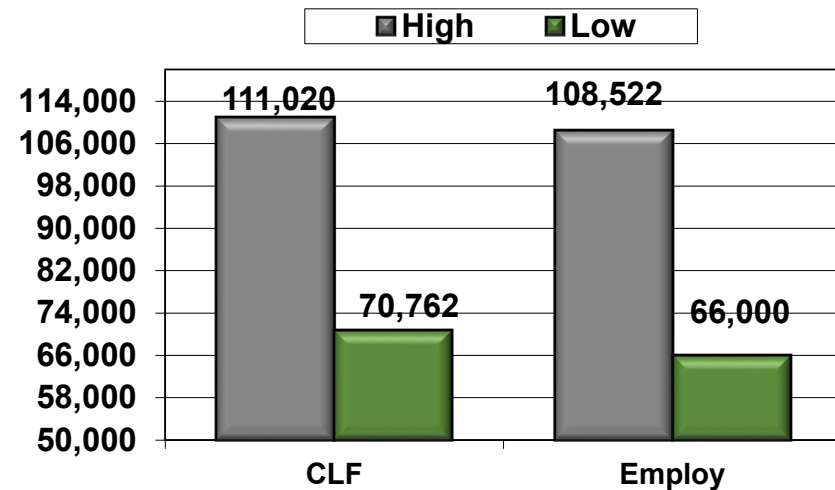
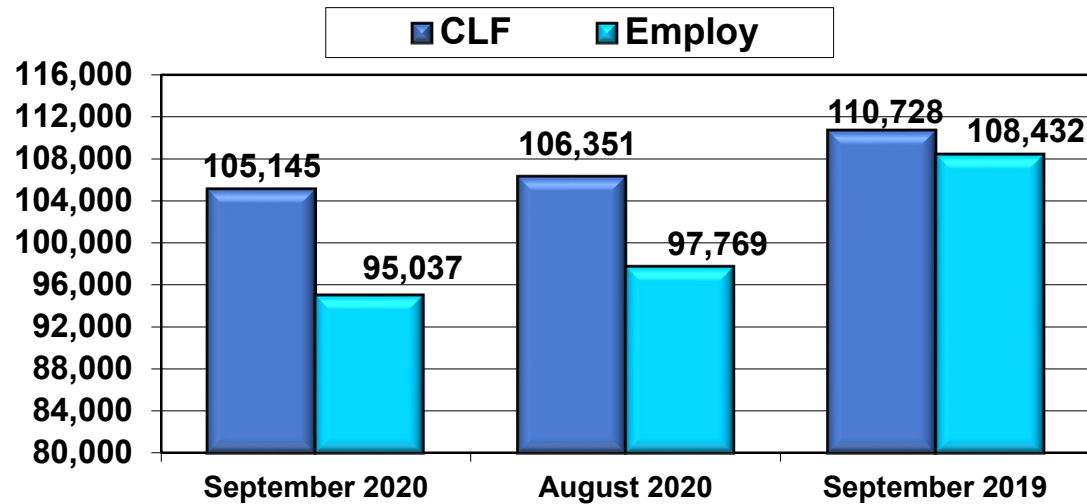
# Activity Report

# Applicant

# Amount Received

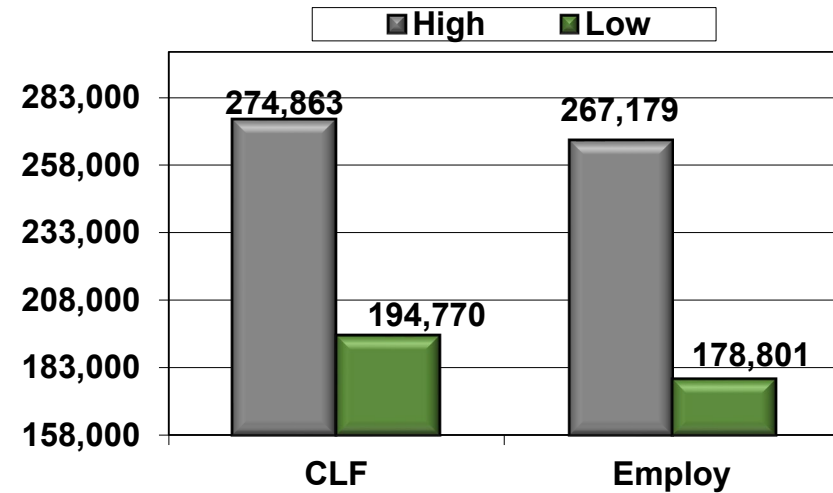
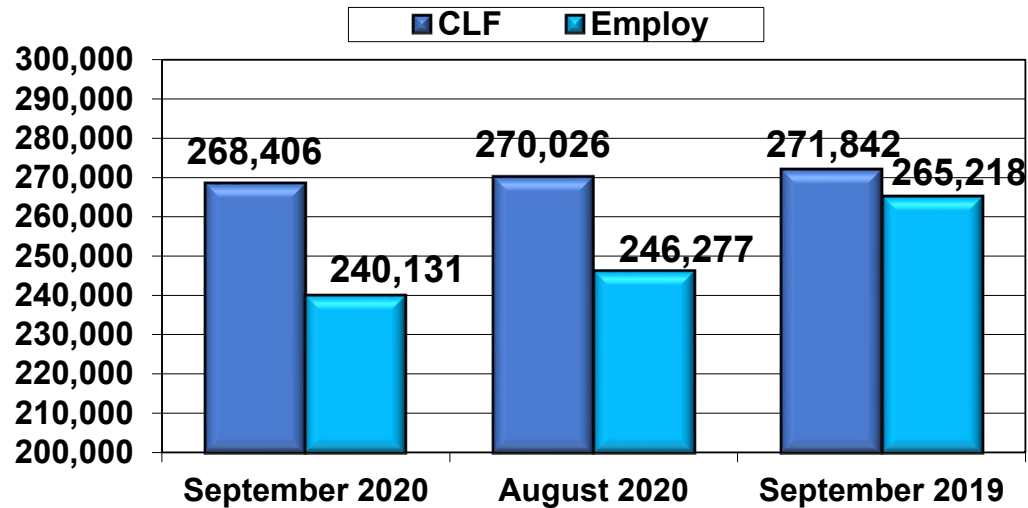
Miss Lynne's Bakery	\$9,032.85
R&S Construction	\$7,302.00
T&T Wadley	\$25,000.00
total	<hr/> <u>\$41,334.85</u>

## September 2020 Midland MSA Employment Information



	September 2020	August 2020	September 2019	High	Low
Civilian Labor Force	<b>105,145</b>	106,351	110,728	<b>111,020</b> (Feb 2020)	<b>70,762</b> (Jan 2010)
Employment	<b>95,037</b>	97,769	108,432	<b>108,522</b> (Dec 2019)	<b>66,000</b> (Jan 2010)
Unemployment	<b>10,108</b>	8,585	2,296	12,725 (May 2020)	1,788 (May 2019)
Unemployment Rate	<b>9.6%</b>	8.1%	2.1%	12.4% (May 2020)	1.7% (Apr 2019)

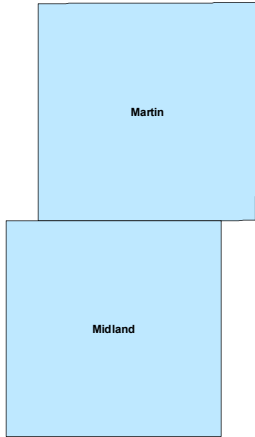
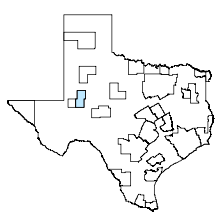
## September 2020 Permian Basin Workforce Development Area Employment Information



	September 2020	August 2020	September 2019	High	Low
Civilian Labor Force	<b>268,406</b>	270,026	271,842	<b>274,863</b> (Feb 2020)	<b>194,770</b> (Jan 2010)
Employment	<b>240,131</b>	246,277	265,218	<b>267,179</b> (Feb 2012)	<b>178,801</b> (Jan 2010)
Unemployment	<b>28,275</b>	23,749	6,624	34,542 (May 2020)	5,115 (Apr 2019)
Unemployment Rate	<b>10.5%</b>	8.8%	2.4%	13.4% (May 2020)	1.9% (Apr 2019)

## Midland MSA

## September 2020



MSA Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	105,145	106,351	110,728	-5,583
Employed	95,037	97,769	108,432	-13,395
Unemployed	10,108	8,582	2,296	7,812
Unemployment Rate	9.6%	8.1%	2.1%	7.5%

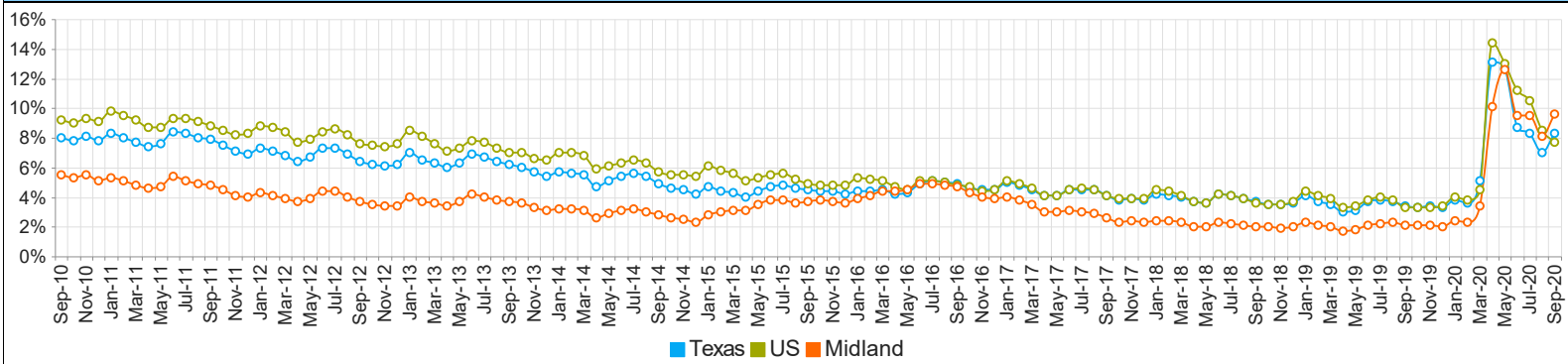
  

Texas Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	14,208,368	14,330,374	14,111,297	97,071
Employed	13,030,775	13,330,115	13,628,468	-597,693
Unemployed	1,177,593	1,000,259	482,829	694,764
Unemployment Rate	8.3%	7.0%	3.4%	4.9%

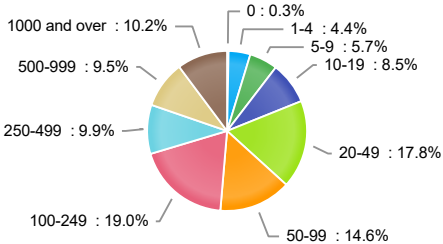
  

US Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	160,073,000	160,966,000	163,943,000	-3,870,000
Employed	147,796,000	147,224,000	158,478,000	-10,682,000
Unemployed	12,277,000	13,742,000	5,465,000	6,812,000
Unemployment Rate	7.7%	8.5%	3.3%	4.4%

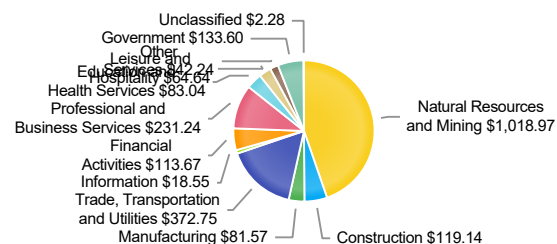
### Historical Unemployment Rates



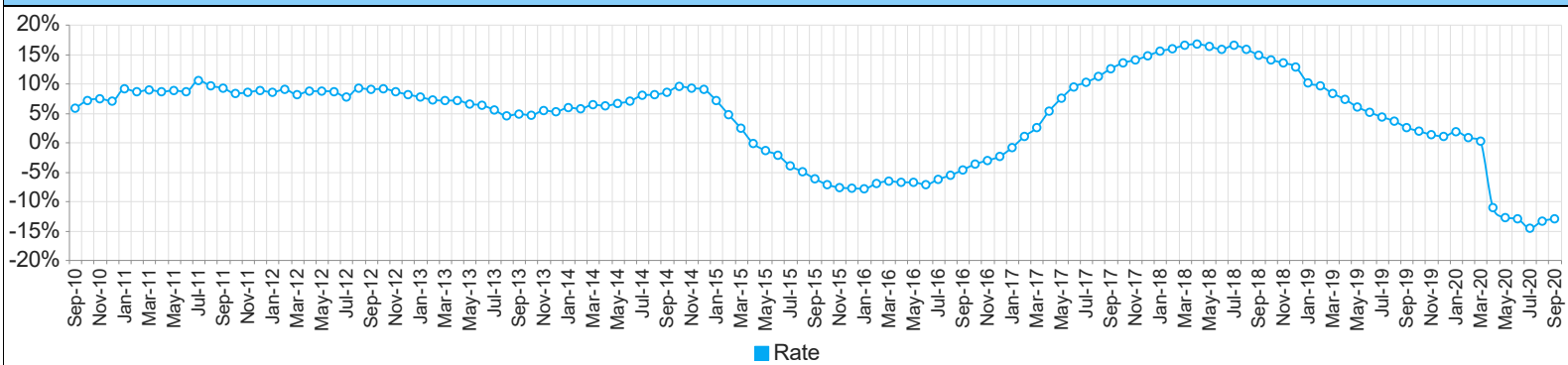
### Employment by Size Class (1st Quarter 2020)



### Wages by Industry (in millions) (1st Quarter 2020)



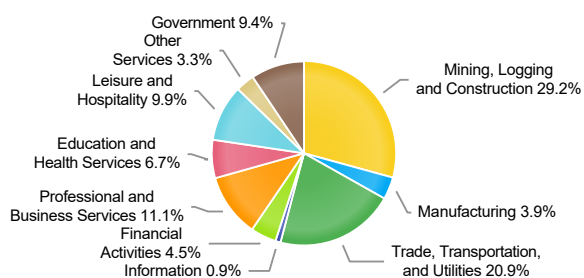
### Annual Growth Rate Total Non-agricultural employment



### Employment by Industry (September 2020)

Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	99,600	-0.2%	-13.0%
Mining, Logging and Construction	29,100	-1.4%	-26.5%
Manufacturing	3,900	0.0%	-4.9%
Trade, Transportation, and Utilities	20,800	0.0%	-7.1%
Information	900	0.0%	-10.0%
Financial Activities	4,500	0.0%	-6.2%
Professional and Business Services	11,100	0.9%	0.9%
Education and Health Services	6,700	0.0%	-5.6%
Leisure and Hospitality	9,900	0.0%	-9.2%
Other Services	3,300	0.0%	-19.5%
Government	9,400	1.1%	-1.1%

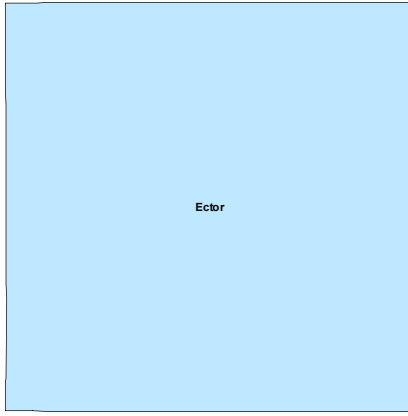
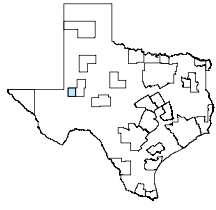
### Employment by Industry (September 2020)





## Odessa MSA

## September 2020



MSA Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	87,972	87,776	88,187	-215
Employed	76,348	78,028	85,802	-9,454
Unemployed	11,624	9,748	2,385	9,239
Unemployment Rate	13.2%	11.1%	2.7%	10.5%

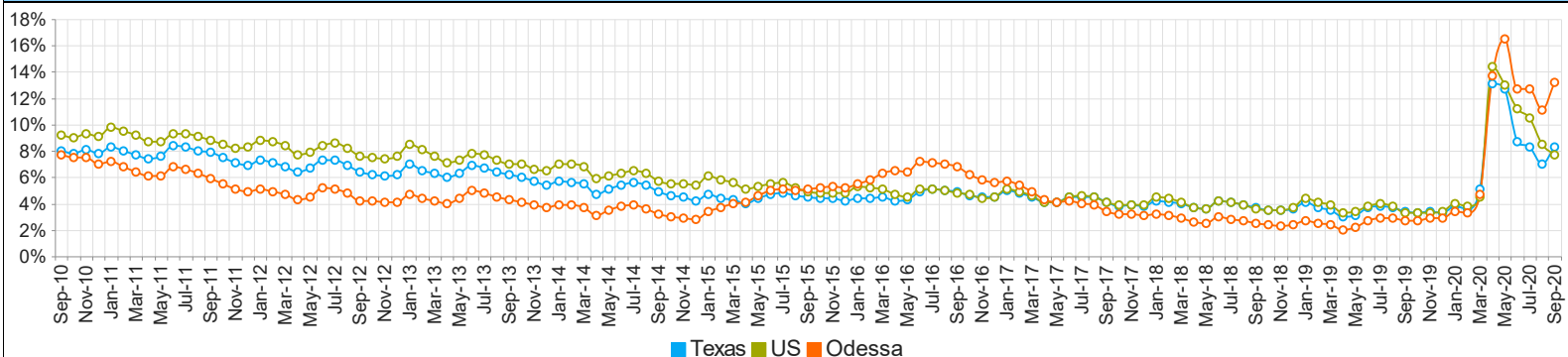
  

Texas Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	14,208,368	14,330,374	14,111,297	97,071
Employed	13,030,775	13,330,115	13,628,468	-597,693
Unemployed	1,177,593	1,000,259	482,829	694,764
Unemployment Rate	8.3%	7.0%	3.4%	4.9%

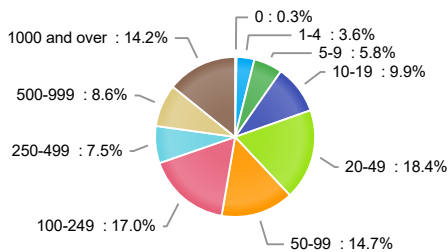
  

US Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	160,073,000	160,966,000	163,943,000	-3,870,000
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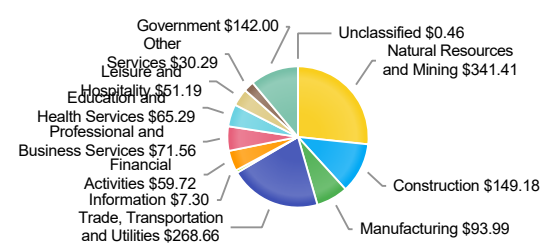
### Historical Unemployment Rates



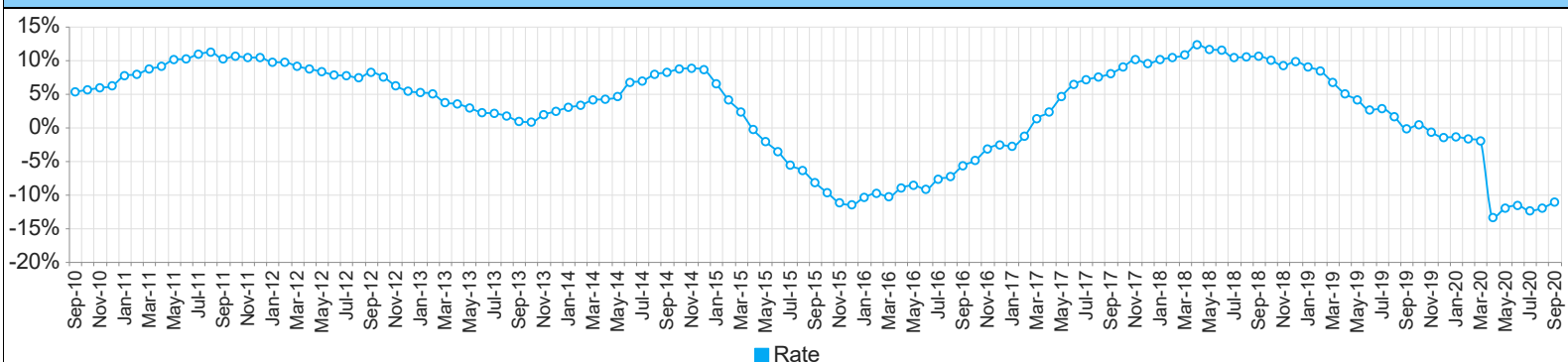
### Employment by Size Class (1st Quarter 2020)



### Wages by Industry (in millions) (1st Quarter 2020)



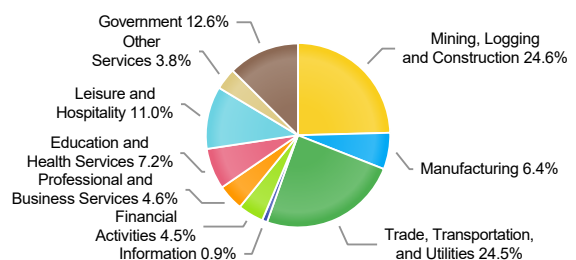
### Annual Growth Rate Total Non-agricultural employment



### Employment by Industry (September 2020)

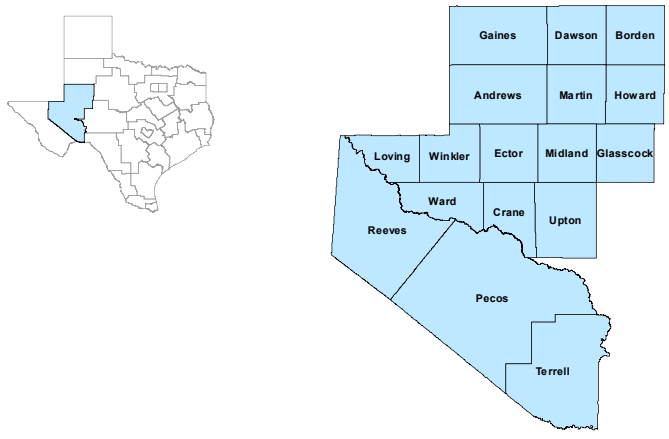
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	73,900	0.8%	-11.1%
Mining, Logging and Construction	18,200	0.6%	-15.7%
Manufacturing	4,700	0.0%	-7.8%
Trade, Transportation, and Utilities	18,100	-1.1%	-5.7%
Information	700	0.0%	0.0%
Financial Activities	3,300	0.0%	-5.7%
Professional and Business Services	3,400	0.0%	-30.6%
Education and Health Services	5,300	-1.9%	1.9%
Leisure and Hospitality	8,100	3.8%	-10.0%
Other Services	2,800	-3.4%	-24.3%
Government	9,300	6.9%	-8.8%

### Employment by Industry (September 2020)



## Permian Basin Workforce Development Area

September 2020



WDA Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	268,406	270,026	271,842	-3,436
Employed	240,131	246,277	265,218	-25,087
Unemployed	28,275	23,749	6,624	21,651
Unemployment Rate	10.5%	8.8%	2.4%	8.1%

Texas Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	14,208,368	14,330,374	14,111,297	97,071
Employed	13,030,775	13,330,115	13,628,468	-597,693
Unemployed	1,177,593	1,000,259	482,829	694,764
Unemployment Rate	8.3%	7.0%	3.4%	4.9%

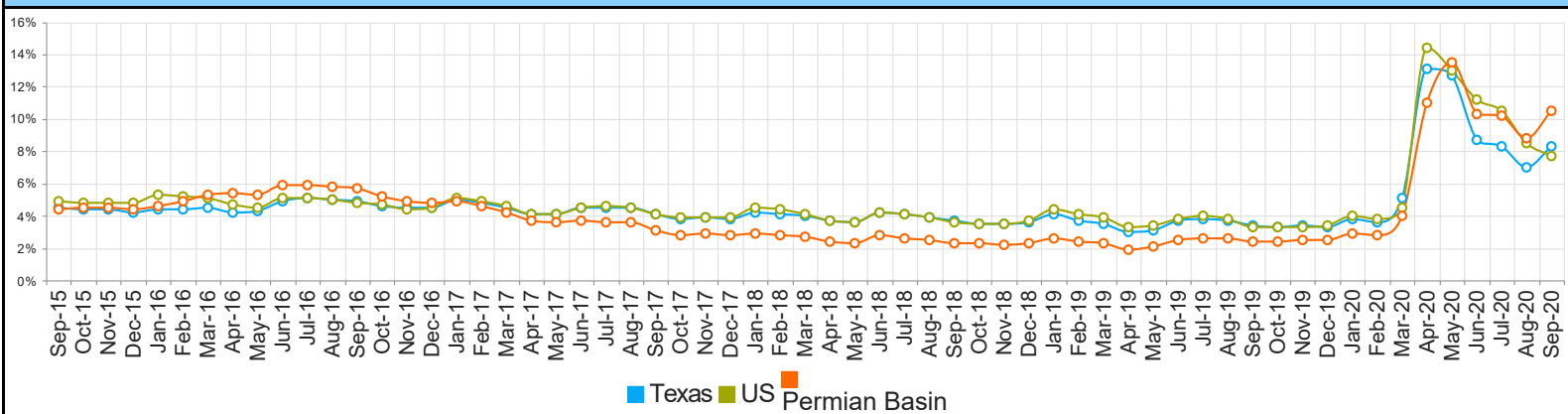
  

US Labor Force Statistics				
	Sep-20	Aug-20	Sep-19	Yearly Change
Civilian Labor Force	160,073,000	160,966,000	163,943,000	-3,870,000
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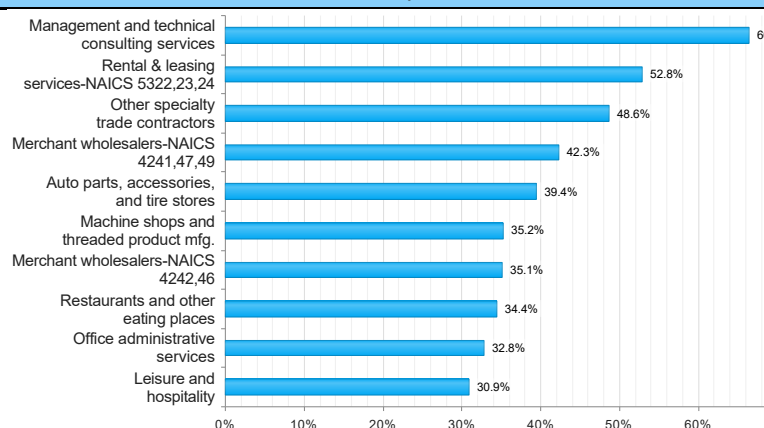
  

Continued Claims for the Week of the 12th				
	Sep-20	Aug-20	Sep-19	Yearly Change
WDA	18,897	22,103	1,197	17,700
Texas	614,742	785,885	90,289	524,453

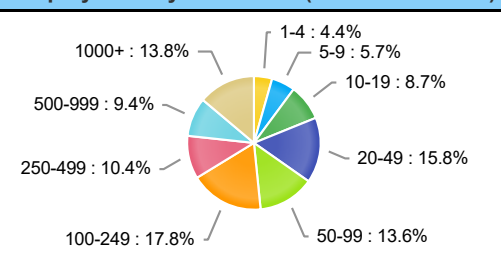
## Historical Unemployment Rates



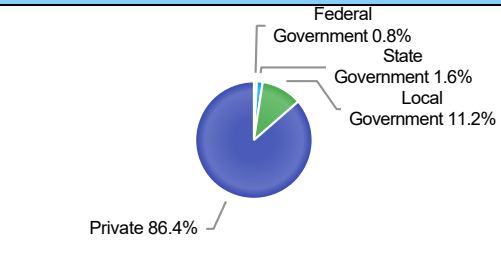
## Projected Top Ten Fastest Growing Industries in WDA (% Growth 2018-2028)



## Employment by Size Class (1st Quarter 2020)



## Employment by Ownership (1st Quarter 2020)



## Average Weekly Wage (1st Quarter 2020)

	Q1 2020	Q4 2019	Q1 2019	Quarterly Change	Yearly Change
WDA	\$1,390	\$1,363	\$1,372	\$27	\$18
Texas	\$1,232	\$1,187	\$1,204	\$45	\$28
US	\$1,222	\$1,185	\$1,183	\$37	\$39

## Employment by Industry (1st Quarter 2020, Percent Change)

Industry	Employment	% of Total	% Quarterly Change	% Yearly Change
Natural Resources and Mining	55,583	22.3%	-1.2%	-5.5%
Construction	20,855	8.4%	-0.9%	-7.6%
Manufacturing	10,878	4.4%	-2.4%	-7.5%
Trade, Transportation and Utilities	52,965	21.3%	-3.4%	-0.6%
Information	2,213	0.9%	-4.6%	-2.0%
Financial Activities	10,617	4.3%	4.9%	5.8%
Professional and Business Services	17,611	7.1%	0.1%	3.5%
Education and Health Services	38,712	15.6%	-0.7%	2.2%
Leisure and Hospitality	24,753	10.0%	-2.0%	2.2%
Other Services	7,084	2.8%	-2.1%	-1.4%
Public Administration	7,431	3.0%	0.4%	5.6%

## Employment by Industry (1st Quarter 2020)

