



Board Binder Open Session

October 5, 2020

Agenda



**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 Chamber of Commerce board room, 303 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on October 5, 2020.

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 September 14, 2020, meeting of the Midland Development Corporation.
3. Presentation from Midland Downtown Farmers Market.
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.
5. Motion establishing October 31, 2020, as the deadline for the submission of Midland Development Corporation Small Business Assistance Program applications.
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.
7. Presentation on the September 2020 monthly expenses from the Midland Development Corporation.
8. Presentation on the monthly economic development activity report from the Midland Development Corporation Executive Director.

Posted this 2nd day of October, 2020.

Amy M. Turner
City Secretary

September 14th Minutes

MIDLAND DEVELOPMENT CORPORATION

MINUTES

September 14, 2020

The Board of Directors of the Midland Development Corporation convened in regular session at the Midland Development Corporation conference room, 200 North Loraine Street, Suite 610, Midland, Texas, at 10:00 a.m. on September 14, 2020.

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

Board Members absent: Director Stephen Lowery

Staff Members present: Assistant City Manager Morris Williams, Assistant City Attorney Nicholas Toulet-Crump, Finance Director Mark Mason, Budget Manager Jamie Radcliffe, Director of Airports Justine Ruff and Deputy City Secretary SueAnn Reyes

Council Member(s) present: Mayor Patrick Payton; 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 10:01 am

2. Motion approving the minutes of the August 3, 2020, meeting of the Midland Development Corporation.

Director Sams moved to approve the minutes of the August 03, 2020 meeting of the Midland Development Corporation; seconded by Director Pennington. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: Lowery.

3. Presentation from Dr. Rice-Spearman, President of Texas Tech University Health Sciences Center.

Dr. Lori Rice-Spearman gave an update on the progress of the expansion of Texas Tech University Health Sciences Center's Physician Assistant program on the campus of Midland College, noting that the ground-breaking is scheduled for spring of 2021.

4. Presentation from InterFlight Global regarding ongoing attraction and recruitment efforts at the Spaceport Business Park at Midland International Air & Space Port.

Oscar Garcia, Chairman and CEO of InterFlight Global, gave a presentation on ongoing recruitment and marketing efforts at the Spaceport Business Park, noting that Midland is poised to attract new tenants in a fast-growing industry, with two high profile tenants already located at the Spaceport Business Park, and over 12 companies in active discussion for projects ranging from an airport hotel to aerospace manufacturing.

5. Resolution amending Midland Development Corporation Resolution ED-357 so as to provide for a staff reporting requirement regarding the results of the Small Business Assistance Program.

Director Pennington moved to approve Resolution ED-361 amending Midland Development Corporation Resolution ED-357 so as to provide for a staff reporting requirement regarding the results of the Small Business Assistance Program; seconded by Director Simpson. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: Lowery.

6. Motion ratifying and approving the elimination of the position of Director of Business Development.

Director Simpson moved to approve a Motion ratifying and approving the elimination of the position of Director of Business Development; seconded by Director Sams. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: Lowery.

7. Resolution authorizing the execution of an amendment to the professional services agreement between the Midland Development Corporation and Freese and Nichols, Inc., for engineering services, land surveying services, and other services related to certain Midland Development Corporation projects.

Director Simpson moved to approve Resolution ED-362 authorizing the execution of an amendment to the professional services agreement between the Midland Development Corporation and Freese and Nichols, Inc., for engineering services, land surveying services, and other services related to certain Midland Development Corporation projects; seconded by Director Pennington. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: Lowery.

8. Resolution authorizing the execution of an amendment to the professional services agreement between the Midland Development Corporation and Kimley-Horn and Associates, Inc., for engineering services, land surveying services, and other services related to certain Midland Development Corporation projects.

Director Simpson moved to approve Resolution ED-363 authorizing the execution of an amendment to the professional services agreement between the Midland Development Corporation and Kimley-Horn and Associates, Inc., for engineering services, land surveying services, and other services related to certain Midland Development Corporation projects; seconded by Director Pennington. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: Lowery.

9. Resolution authorizing the execution of an amendment to the professional services agreement between the Midland Development Corporation and Parkhill, Smith & Cooper, Inc., for engineering services, land surveying services, and other services related to certain Midland Development Corporation projects.

Director Sams moved to approve Resolution ED-364 authorizing the execution of an amendment to the professional services agreement between the Midland Development Corporation and Parkhill, Smith & Cooper, Inc., for engineering services, land surveying services, and other services related to certain Midland Development Corporation projects; seconded by Director Simpson. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe, Pennington, Bedell, Sams. NAY: None. ABSTAIN: None. ABSENT: Lowery.

10. Presentation on the August 2020 monthly expenses from the Midland Development Corporation.

Director of Operations Sara Harris reported that, in accordance with the economic development agreement between the MDC and the City of Midland, the Tradewinds Boulevard extension project had been completed, and funds were released to the City.

11. Presentation on economic development activity from the Midland Development Corporation Executive Director.

Executive Director John Trischitti stated that his goal is to bring the board a monthly update on at least one ongoing project, in addition to presenting the board with a plan of work.

All the business at hand having been completed, Chairman Bownds adjourned the meeting at 10:48 a.m.

Respectfully submitted,

SueAnn Reyes, Deputy City Secretary

PASSED AND APPROVED the 5th Day of October 2020.

Berry Simpson, Secretary

Midland
Downtown
Farmers Market

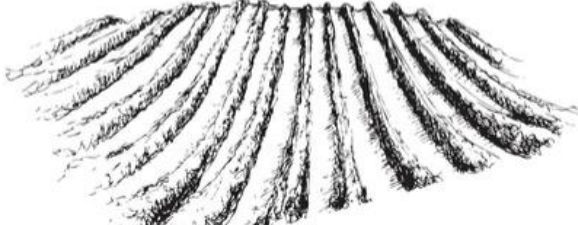
SATURDAY
MORNINGS

MIDLAND DOWNTOWN FARMERS MARKET

ON THE LAWN OF THE MUSEUM OF
THE SOUTHWEST

1705 W. MISSOURI AVE.

Midland
DOWNTOWN
FARMERS MARKET



**EAT. SHOP.
GIVE BACK.**



The mission of the Midland Downtown Farmers Market is to create a sense of community as well as promote local businesses, artisans, and producers. Our goal is to not only offer an outlet for these products but to also bring the community together for an event that celebrates our local diversity and choice.





- Established in 2007
- The market is a 501 (c) (3) nonprofit organization
- Texas Certified Farmers Market
- All products are made, grown, picked and/or created by the vendor.
- All vendors are from Permian Basin.





WHAT PRODUCTS CAN YOU FIND?

We offer a variety of goods and services including, but not limited to, sustainably grown produce, local honey, locally raised meats, handmade body care products, baked goods, handmade jewelry, all-natural doggy treats, hand-knitted products, pickled and canned products, fair trade organic coffee, and so much more.



OVER 70 OF THE BEST VENDORS IN THE PERMIAN BASIN





OUR CUSTOMERS

Our community of customers is comprised of the wide range of ages and ethnicities which the oil and gas industry has brought to our area. We celebrate their contribution to Midland and are thankful for their willingness to give back in the form of shopping local. The MDFM always looks forward to welcoming new customers and those that have become regulars thanks to employment by oil and gas companies that call Midland their home.

Stay Home.



And Order Local.

Many of our vendors are taking orders for porch drop-off or pick up!



Shop Local From Home

MARKET THROUGH COVID-19

- Closed mid-March through May 5th.
- Established guidelines and regulations.
- Posted signage at Market and guidelines online.
- Stayed in close communication with Mayor.
- Continue to operate at 50% vendor capacity.

SUPPORT LOCAL

Area businesses donate reusable shopping bags, water bottles, T-shirts, and other items as incentive and advertisement with our MDFM.





FUNDING

Our budget operates from vendors' booth fees (\$20 per vendor each week). There are five volunteer Board of Director members and two paid employees that manage all market business.

Grants: Permian Basin Area Foundation and Capital Farm Credit



FUNDING

MDFM needs funding for:

- Promotional/Educational Resources
- Advertising
- Administration Salaries

Request to MDC:

- \$30k per year for 3 years



**THANK YOU FOR
YOUR TIME!**

WWW.MIDLANDDOWNTOWNFARMERSMARKET.COM

Midland Downtown Farmers Market

2021 Proposed Budget

Income

Estimated sales \$ 35,000.00

Expenses

Advertising	\$	20,000.00
Insurance	\$	900.00
Miscellaneous Expenses	\$	600.00
Promotional Materials	\$	5,000.00
Salaries	\$	33,000.00
Utilities	\$	1,500.00

Total Expenses \$ 61,000.00

Estimated Deficit \$ (26,000.00)

UTPB Incubator Reimbursement

RESOLUTION NO. _____

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

WHEREAS, the Midland Development Corporation previously entered into that certain Incubator and Makerspace Grant Agreement with the University of Texas of the Permian Basin; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize payment to the University of Texas of the Permian Basin 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 University of Texas of the Permian Basin the sum of \$53,098.00, in accordance with the terms of said agreement, from funds available in the Midland Development Corporation Fund (235) operating budget (Economic Development Incentives) (53905).

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":

WESLEY BOWNDS,
Chairman of the Midland
Development Corporation

ATTEST:

BERRY SIMPSON,
Secretary of the Midland
Development Corporation

APPROVED ONLY AS TO FORM:

JOHN OHNEMILLER,
Attorney for the Midland
Development Corporation

Turf Specialties
Professional
Services
Agreement

RESOLUTION NO. _____

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

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a contract with Turf Specialties, Inc., for landscape maintenance services at the Spaceport Business Park;

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 execute and attest, respectively, a contract with Turf Specialties, Inc., for landscape maintenance services at the Spaceport Business Park. Said agreement is attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the Chairman or his designee is hereby authorized and directed to execute all documents necessary and appropriate to effectuate the purpose of said contract.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payments to Turf Specialties, Inc., in accordance with the terms of said contract, in an amount not to exceed \$11,820.00 from the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoice or statement executed by the Chairman of the Midland Development Corporation, or the Chairman's designee.

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":

WESLEY BOWNDS,
Chairman of the Midland
Development Corporation

ATTEST:

BERRY SIMPSON,
Secretary of the Midland
Development Corporation

APPROVED ONLY AS TO FORM:

JOHN OHNEMILLER,
Attorney for the Midland
Development Corporation

Spaceport Business Park Landscape Maintenance Contract

THIS CONTRACT, effective the **6th day of October, 2020**, by and between the Midland Development Corporation ("*MDC*"), and Turf Specialties, Inc. ("*Company*"), is made for the following considerations:

1. **Cost:** \$11,820.00
2. **Scope of Work:** Company shall perform all landscape maintenance work at the Spaceport Business Park described in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Zone Layout

3. **Term:** The term of this Contract shall be for a period of one (1) year commencing on October 5, 2020, and terminating on September 30, 2021, unless sooner terminated as provided in this Contract. The MDC may, at its option, renew this Contract for a period of one (1) additional year. In order to exercise this option, the MDC must give Company notice of its intent to renew not less than thirty (30) days prior to the expiration of this Contract.

4. **MDC:** "MDC's Representative" or "representative" shall mean Sara Harris or other appropriate MDC representative, as may be designated by the MDC Executive Director from time to time.

5. **City's Representative:** MDC's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract documents. MDC's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. MDC's Representative will not be responsible for Company's failure to perform the work in accordance with the Contract.

6. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water,

light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

6.1. Company shall, at its expense, obtain all permits and licenses necessary for the performance of this Contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing Company's performance of the Contract, including all environmental laws and regulations, whether state or federal.

6.2. All work shall be done and all materials furnished in strict conformity with the Contract and Specifications.

7. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Contract documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the Contract. Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Contract shall mean and include all work that may be required by MDC to be done by Company to accomplish any alteration or addition to the work as shown in the Contract documents.

7.1. Company shall perform all extra work under the direction of MDC's Representative when presented with a written work order signed by MDC's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by MDC. Payment for extra work shall be as agreed in the work order.

8. **Safety:** Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

9. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC, THE CITY OF MIDLAND (THE "CITY"), AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS,**

CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING 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, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST MDC, CITY, OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

9.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND CITY AND ALL OF MDC'S AND CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING 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, CITY, OR THEIR RESPECTIVE 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 COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST MDC, CITY, OR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

9.2. COMPANY AGREES THAT IT SHALL INDEMNIFY AND SAVE MDC AND CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF

SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN MDC OR CITY SO DESIRE, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS MDC, CITY, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST MDC, CITY, OR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

10. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this Contract or other written release to proceed.

11. **Clean Up:** Company shall promptly remove from City's premises all materials condemned by MDC's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by City or MDC, City or MDC may remove and replace such at Company's expense.

12. **Warranty:** Neither the final payment nor any provision in this Contract shall relieve Company of responsibility for faulty materials or workmanship, nor shall remedy any defects due thereto and Company shall pay for any damage resulting therefrom that appears within a period of

one (1) year from the date of substantial completion. MDC shall give notice of observed defects with reasonable promptness.

13. **Remedy:** MDC may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

13.1. Defective work not remedied; or

13.2. Claims filed or reasonable evidence indicating possible filing of claims; or

13.3. Failure of Company to make payments promptly to subcontractors or for material or labor that MDC may pay as an agent for the Company; or

13.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to MDC, which will protect MDC in the amount withheld, payment may be released.

14. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the Contract, then this Contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to MDC or City of any kind whatsoever.

15. **Prompt Pay Act:** MDC and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and MDC has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, MDC may thereafter issue payment to Company in the amount of the contract and all Change Orders. MDC shall be the final judge of when the work is completed by Company. MDC, in its sole discretion, shall determine if the work under the Contract and under any Change Orders has been done to MDC's requirements. MDC may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by MDC. The approval shall be in MDC's sole discretion.

17. **City as a Third-Party Beneficiary:** To the limited extent that Company performs work located on City-owned property that is not leased to MDC during the term hereof, City is a third-party beneficiary to this Contract. There is no other third-party beneficiary to this Contract. No person or entity (i) who is not a party to this Contract, or (ii) who is not explicitly named as a third-party beneficiary herein shall have any third-party beneficiary or other rights hereunder.

18. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, 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 OR CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, 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.**

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN MDC AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. **Governmental Immunity:** By executing this Contract, 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.

20. **Insurance:**

Company shall at all times during the term of this Contract 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:

Commercial 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 Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name MDC and City as additional insureds and waive subrogation in favor of MDC and City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city 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 Contract. This insurance shall name MDC and City as additional insureds and waive subrogation in favor of MDC and City.

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

Contract. The Workers' Compensation shall waive all rights of subrogation in favor of MDC and City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of MDC and City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name MDC and City as additional insureds on a claims occurred basis. MDC and City 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.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of MDC and the City of Midland and policies that name MDC and the City of Midland as additional insureds on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Contract.

Company certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Company.

21. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, CITY, AND THEIR RESPECTIVE 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 CITY'S NEGLIGENCE.

23. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract 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 Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

24. **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 or City; 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 *respondet superior* shall not apply as between MDC/City 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/City 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 or City. Further, it is specifically understood and agreed that nothing in this Contract 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 Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC and City do not have the power to direct the order in which the work is done. MDC and City 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.

25. **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 Contract, Company or its legal representative, shall give the MDC Chairman, 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 one-hundred fifty (150) 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 MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination at Will:** MDC may terminate this Contract at will for no or any reason upon

giving at least thirty (30) days' written notice to Company. The parties to this Contract understand and agree that it is in MDC's sole discretion to cancel the Contract during the term of the Contract without penalty to MDC. Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

Exhibit "A"

Turf Specialties

www.turfspecmidland.com

2427 E. Highway 80
Midland, Texas 79706

432-684-7166
Fax-684-0922

Midland Development Corporation
Attn. Midland Spaceport Landscape

To Whom It May Concern:

We hereby propose and agree to perform the following services on the specified common area grounds of the Midland Spaceport.

Exterior Landscape Maintenance – Exhibit 1

Lawn Areas Zones A and B:

- Mow, edge, trim formal lawn areas once per month throughout the year.
- Clean up litter during mowing service.
- Fertilize lawn areas 3 times annually using a complete fertilizer containing micro-nutrients.
- Inspect for insect and disease and make estimations on any treatment needed.
- Apply pre-emergent weed control in spring.
- Apply post-emergent weed control as necessary during the growing season (Nutgrass Control, Matt Chafflower, Sand Bur control excluded).

Bed Areas Zones A and C:

- Weed and clean all exterior bed areas on a twice monthly basis from April- August
- Weed and clean all exterior bed areas on a once monthly basis from September- March
- Perform normal shrub trimming as required during the bed service. This does not include major cut back type trimming or removals.
- Examine all shrubs routinely for insects and disease and make estimations on any treatment needed.
- Fertilize all shrubs once annually using a fertilizer containing micro-nutrients.

Sprinklers Zone A, B C, and D:

- Contractor agrees to inspect the sprinkler system on a twice monthly basis from April to September and once per month from October to March. Owner shall furnish all necessary parts and labor to repair the system with exceptions to those damaged by regular maintenance procedures i.e. mowing, bed work etc... This does not include sprinkler system renovation. Contractor shall respond within 24 hours to any service call. Any service calls not related to damage by contractor shall be invoiced on a time and materials basis.
- Program sprinkler system to coincide with seasonal requirements. (Where applicable).

Trees Zone B:

- Examine trees regularly for insects and disease and make estimations on any treatment needed.
- Sucker sprout trees from the base to crown as required during the growing season.
- Deep root feed at an annual rate of 1/3 lbs of actual nitrogen per 1” caliper using a complete fertilizer containing micro nutrients.

Sidewalks, Curbs, Gutters A, B, and C:

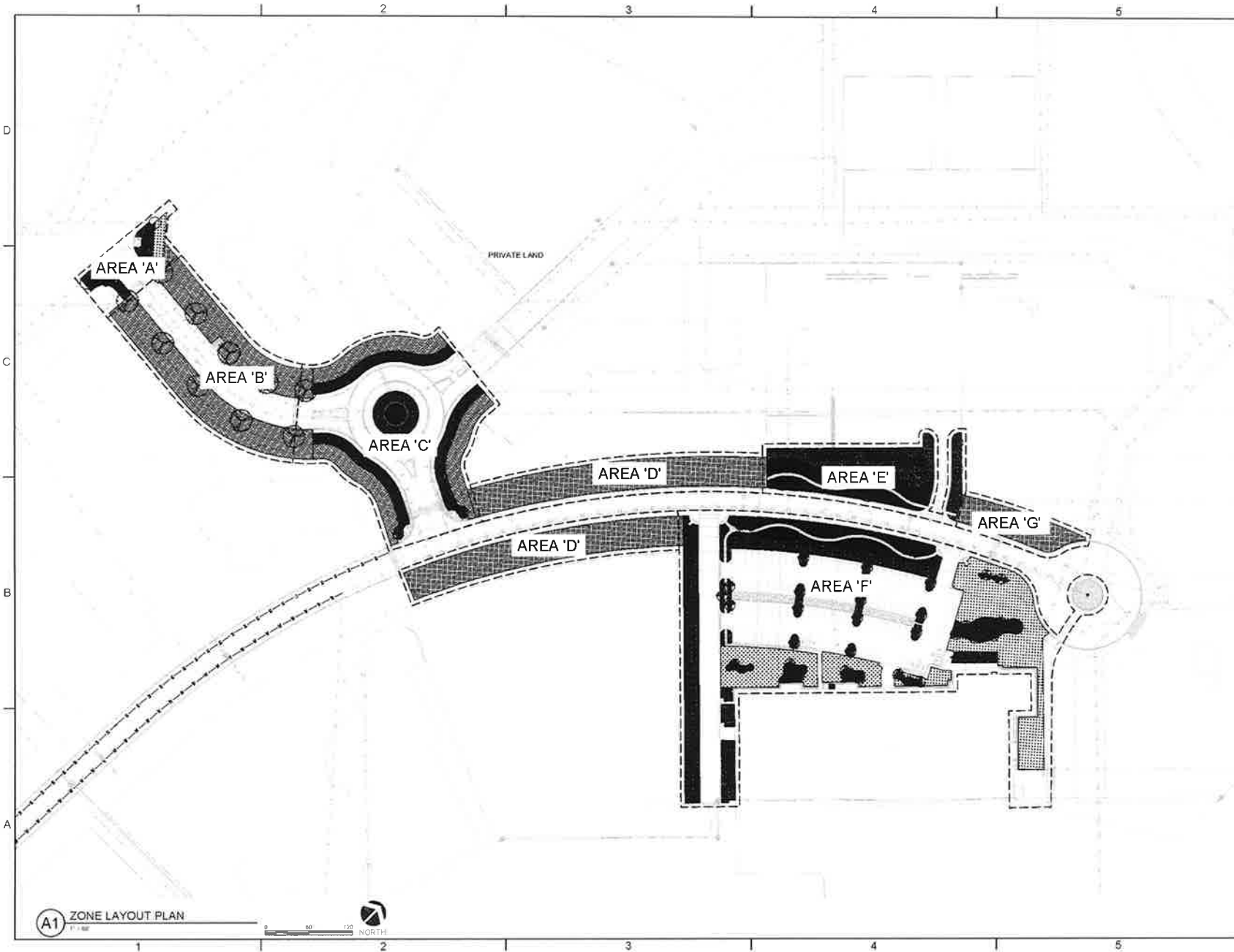
- Keep free of weeds, grass and trash throughout the year.

Supplies and Equipment:

- We will furnish all supplies and equipment necessary to perform all of the above listed work in a professional and business-like manner.

License:

- Contractor agrees to maintain a current state pesticide license and insurance coverage for such use.
- Contractor agrees to maintain a current state irrigation license and insurance coverage for such use.



REVISIONS

NO.	DATE	DESCRIPTION	PROJECT NO.

ZONE
 LAYOUT
 PLAN

L-116

Exhibit "B"

Income Statement

MIDLAND DEVELOPMENT CORPORATION
INCOME STATEMENT FOR THE 12 MONTHS ENDED
September 30, 2020

	Sep-20	YTD	Budgeted Amount
Revenue	\$920,903.52	\$14,257,680.66	\$12,300,000.00
40100 - State Sales Tax	\$834,182.17	\$12,971,588.08	\$12,000,000.00
40600 - Public ROW Use Fee	\$0.00	\$8,738.40	\$0.00
43000 - Interest	\$1,336.19	\$41,558.21	\$0.00
43010 - Interest - Nonpooled Invest	\$3,998.16	\$162,425.96	\$300,000.00
46190 - Miscellaneous Rentals	\$81,387.00	\$1,073,370.01	\$0.00
4235150 - Midland Dvlpmt Corp Revenue	\$920,903.52	\$14,257,680.66	\$12,300,000.00

	\$663,003.17	\$25,203,296.84	\$27,771,636.00
Expense			
51010 - Base Salary	\$47,536.21	\$648,841.66	\$1,025,000.00
51090 - Fica MDC Portion	\$3,636.50	\$47,868.41	\$80,750.00
51110 - Health Insurance	\$1,162.48	\$45,428.73	\$80,000.00
51135 - ACCE Profit Sharing	\$2,959.95	\$43,499.68	\$125,000.00
52010 - Office Supplies	\$402.13	\$7,941.14	\$22,000.00
52110 - Motor Vehicle Supplies	\$39.50	\$1,053.78	\$2,000.00
52115 - Minor Furniture & Fixtures	\$0.00	\$539.98	\$15,000.00
52155 - Minor Computer Hrdwre & Periph	\$0.00	\$11,008.53	\$10,000.00
52160 - Computer Software & Supplies	\$2,603.87	\$36,880.37	\$50,000.00
52620 - Postage	\$0.00	\$331.06	\$1,000.00
53010 - Communication	\$1,443.60	\$17,675.73	\$20,000.00
53030 - Light & Power	\$8.96	\$107.04	\$500.00
53110 - Insurance-External	\$115,415.31	\$242,545.65	\$190,000.00
53212 - Equipment Rental-External	\$344.54	\$4,134.48	\$7,800.00
53220 - Advertising	\$49,792.36	\$329,879.30	\$400,000.00
53370 - Grounds Maintenance	\$1,980.00	\$2,622.50	\$40,000.00
53405 - Software Maintenance	\$1,540.85	\$12,102.20	\$8,000.00
53440 - External Audit Fees	\$0.00	\$15,000.00	\$25,000.00
53450 - Consulting Fees	\$423,772.35	\$1,305,706.84	\$600,000.00
53510 - Travel & Entertainment	\$149.43	\$13,101.19	\$35,000.00
53520 - Dues & Subscriptions	\$6,181.98	\$25,705.84	\$27,000.00
53530 - Training,Registration Fees,Etc	\$870.00	\$5,283.00	\$50,000.00
53905 - Economic Development Incentive	-\$421,772.35	\$18,407,693.62	\$22,805,405.00
53907 - Business Recruitment & Retentn	\$0.00	\$35,954.36	\$90,000.00
53920 - Rent	\$6,123.22	\$72,491.15	\$74,000.00
54010 - Building Maintenance	\$11,126.93	\$66,433.39	\$70,000.00
55120 - Maint. - Instruments & Appara.	\$35.56	\$1,903.80	\$4,000.00
56188 - MOTRAN	\$0.00	\$142,500.00	\$142,500.00
56202 - General Fund Services	\$35,223.42	\$422,681.04	\$422,681.00
56410 - Payment of Principal	\$0.00	\$0.00	\$60,000.00
56420 - Interest Expense	\$0.00	\$0.00	\$12,000.00
56910 - Depreciation Expense	\$37,344.26	\$410,786.91	\$0.00
56995 - Project Non Capital - Promotions	\$0.00	\$1,854,246.85	\$1,230,000.00
57001 - Capital Buildings & Structures	\$299,263.32	\$847,755.48	\$0.00
57002 - Capital Improve Other Than Bldg	\$35,818.79	\$123,593.13	\$0.00
57004 - Capital Vehicles	\$0.00	\$0.00	\$47,000.00
235235 - Midland Development Corp	\$663,003.17	\$25,203,296.84	\$27,771,636.00

September 2020 Net Income: \$257,900.35

Year-to-Date Net Income: (\$10,945,616.18)

Balance Sheet

MIDLAND DEVELOPMENT CORPORATION
BALANCE SHEET FOR THE PERIOD ENDED
September 30, 2020
(Used for Internal Purposes Only)

ASSETS

Current Assets

Cash and cash equivalents	24,046,548	
Sales tax receivable	2,486,351	
Prepaid expenses	107,133	
Accounts receivable	-	
	-	26,640,031

Non-Current Assets

Capital Assets, net	19,649,980	
Forgivable Loans		
Made to Primary Government	-	
Made to Other	506,579	
Total Forgivable Loans	506,579	
		20,156,559

Total Assets		\$ 46,796,590
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LIABILITIES AND NET POSITION

Liabilities

Accounts payable	-	
Retainage Payable	66,176	
Capital Leases payable	257,083	
Commitments payable		
Due within one year	13,474,757	
Due in more than one year	28,470,000	
Total Commitments Payable	41,944,757	
		42,268,016

Net Position

Net investment in capital assets	19,649,980	
Restricted for Forgivable Loans	506,579	
Restricted for Capital Leases	257,083	
Promotions	1,399,775	
Unrestricted	(17,284,844)	
	4,528,574	

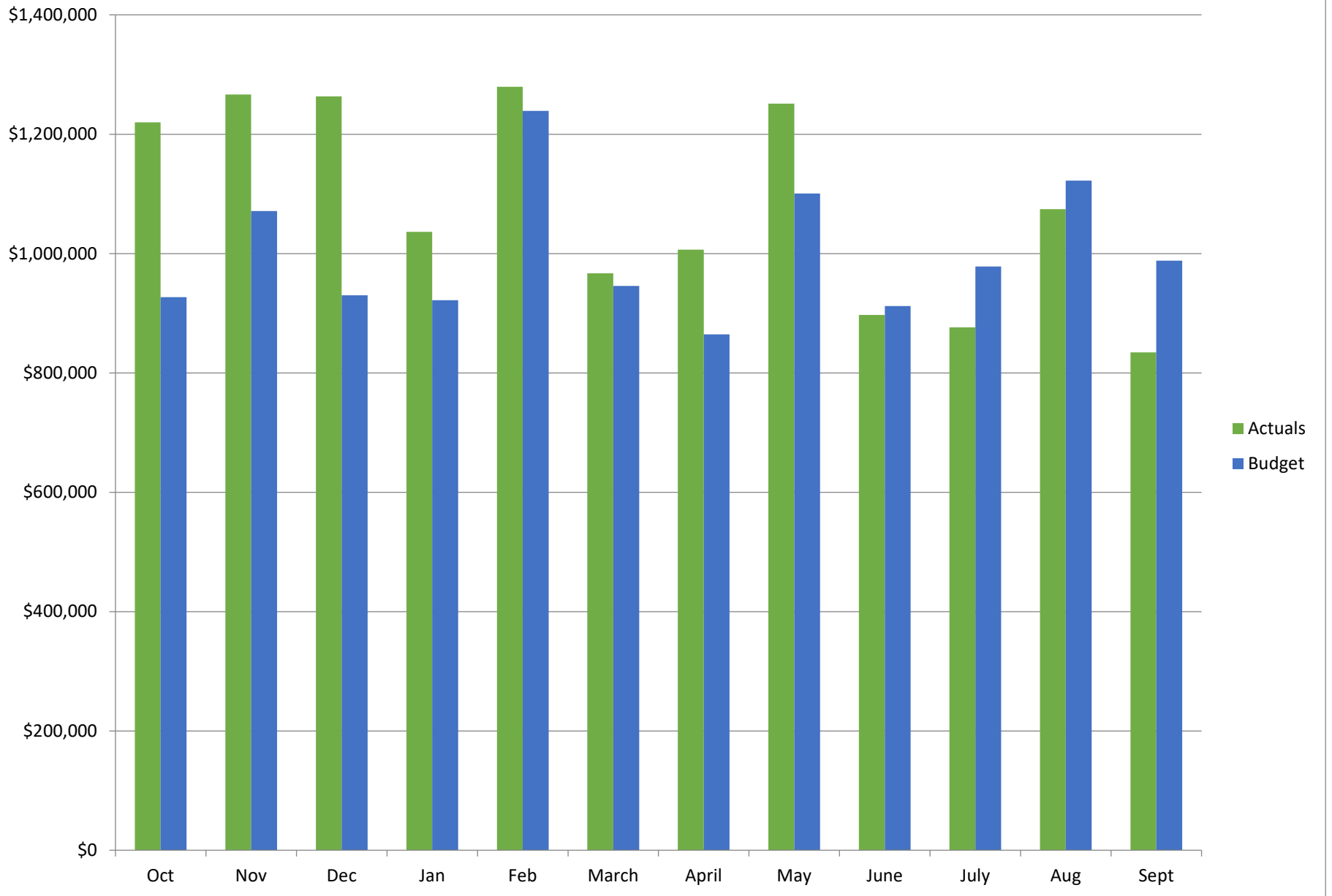
Total Liabilities and Net Position		\$ 46,796,590
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Sales Tax

Sales Tax Variance

	2017-2018	2018-2019	% Change	2018-2019	2019-2020	% Change	YTD Change
October	\$899,284.46	\$1,168,778.63	29.97%	\$1,168,778.63	\$1,219,993.44	4.38%	4.38%
November	\$1,011,058.46	\$1,315,318.62	30.09%	\$1,315,318.62	\$1,266,357.10	-3.72%	0.09%
December	\$922,204.62	\$1,185,882.84	28.59%	\$1,185,882.84	\$1,263,226.93	6.52%	2.17%
January	\$921,118.19	\$1,143,749.27	24.17%	\$1,143,749.27	\$1,036,178.70	-9.41%	-0.58%
February	\$1,226,347.28	\$1,442,774.27	17.65%	\$1,442,774.27	\$1,279,615.49	-11.31%	-3.05%
March	\$1,080,215.64	\$1,209,440.03	11.96%	\$1,209,440.03	\$966,824.94	-20.06%	-5.81%
April	\$946,496.63	\$1,135,613.41	19.98%	\$1,135,613.41	\$1,006,559.17	-11.36%	-6.54%
May	\$1,206,087.50	\$1,381,858.75	14.57%	\$1,381,858.75	\$1,251,139.57	-9.46%	-6.95%
June	\$1,020,459.73	\$1,175,734.10	15.22%	\$1,175,734.10	\$897,050.21	-23.70%	-8.71%
July	\$1,149,796.97	\$1,242,133.20	8.03%	\$1,242,133.20	\$876,285.08	-29.45%	-10.79%
August	\$1,281,626.38	\$1,359,171.41	6.05%	\$1,359,171.41	\$1,074,175.26	-20.97%	-11.80%
September	\$1,114,716.72	\$1,315,787.31	18.04%	\$1,315,787.31	\$834,182.16	-36.60%	-13.96%
Annual Total	\$12,779,412.58	\$15,076,241.84	17.97%	\$15,076,241.84	\$12,971,588.05	-13.96%	

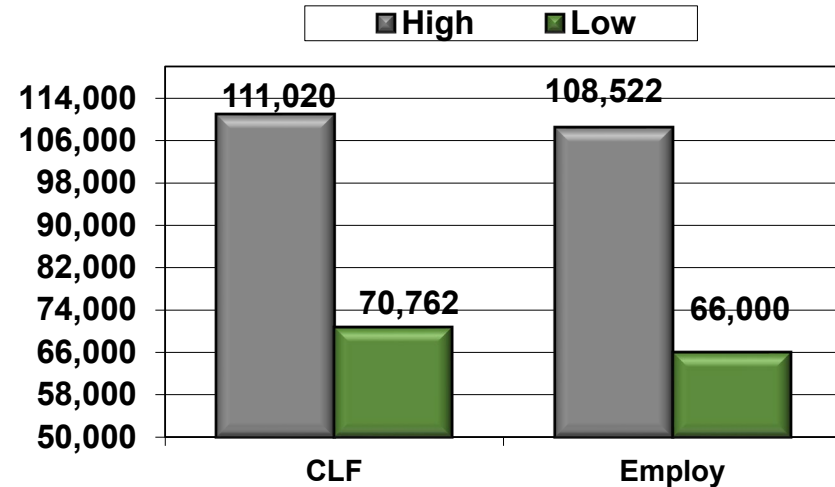
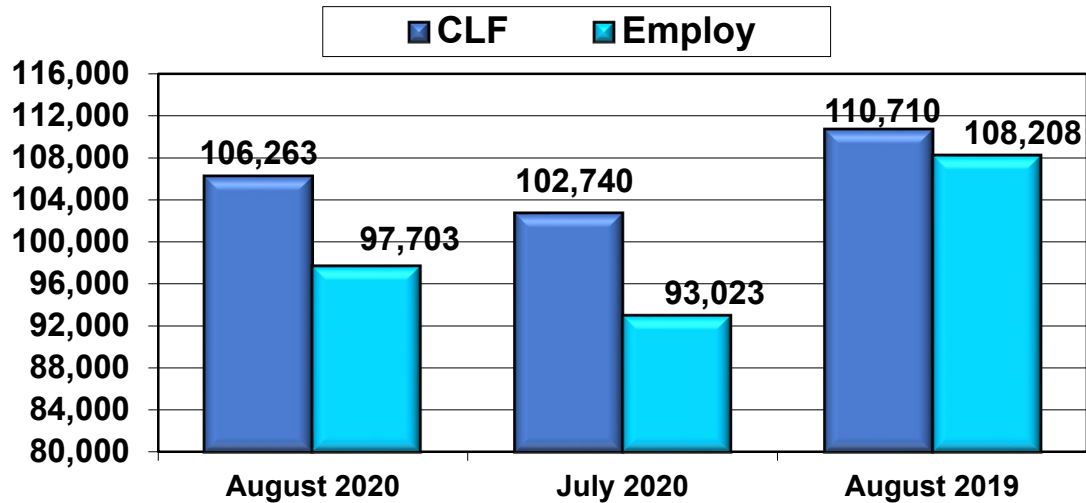
Sales Tax Actuals vs Budget Estimates



Activity Report

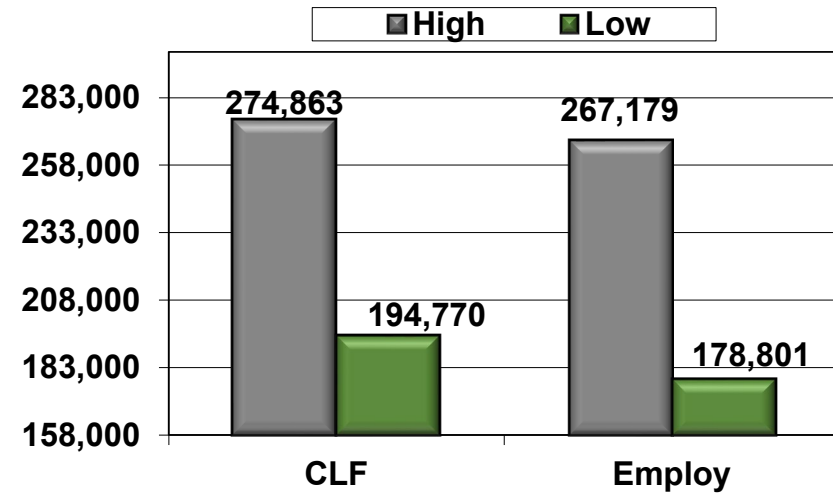
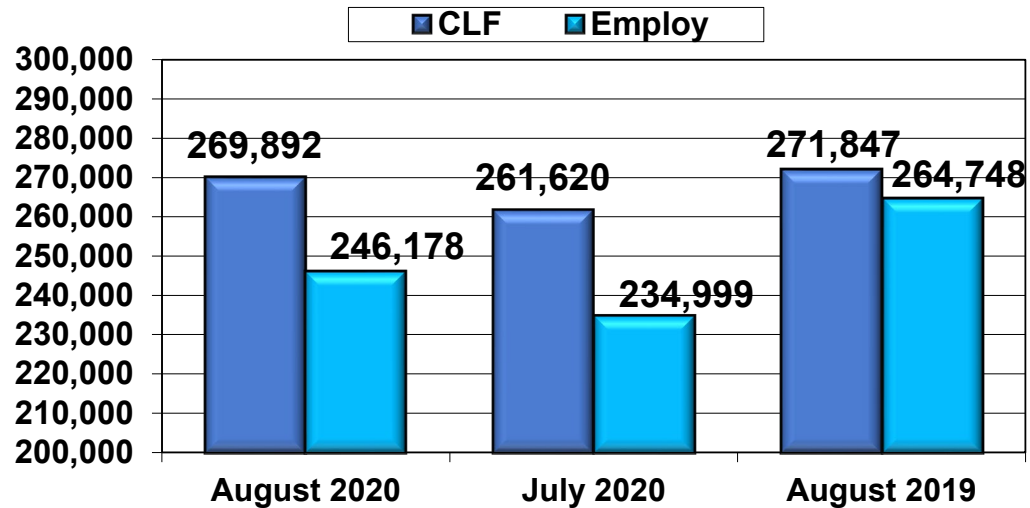
Business Type	2019 Payroll	Date Applied	Eligible?	Reason for Ineligibility
dry cleaning, laundry, alterations	\$ 794.61	7/6/2020	NO	received PPP loan
real estate agency	\$ 194,327.02	7/6/2020	NO	received PPP loan
health care provider	\$ 2,560.91	7/6/2020	NO	insufficient payroll hours; located outside Midland city limits
transportation	\$ 116,708.79	7/6/2020	NO	located outside Midland city limits
oilfield service	\$ 78,159.50	7/6/2020	NO	located outside Midland city limits
building & construction	\$ 1,182,400.00	7/6/2020	NO	located outside Midland city limits
			INSUFFICIENT DOCUMENTATION	
barber shop	in progress	7/7/2020	PROVIDED	
oilfield technology	n/a	7/8/2020	NO	located outside Midland city limits
event planning	\$ 99,475.00	7/9/2020	NO	received PPP loan
restaurant	n/a	7/9/2020	NO	insufficient payroll hours; incorporated after January 2019
oilfield service	\$ 1,630,193.83	7/10/2020	NO	located outside Midland city limits
transportation	n/a	7/15/2020	NO	insufficient payroll hours; located outside Midland city limits
			INSUFFICIENT DOCUMENTATION	
nail salon	n/a	7/16/2020	PROVIDED	
oilfield service	n/a	7/16/2020	NO	received PPP loan
health care provider	\$ 184,219.00	7/17/2020	NO	received PPP loan
restaurant	\$ 36,131.00	7/17/2020	YES	
			INSUFFICIENT DOCUMENTATION	
restaurant	\$ 31,692.00	7/20/2020	PROVIDED	
restaurant	\$ 142,672.00	7/21/2020	YES	
manufacturing/fabrication	\$ 139,000.00	7/21/2020	NO	received PPP loan
retail	n/a	7/22/2020	NO	unable to provide evidence of employment in 2019
oil and gas exploration	\$ 43,331.00	7/22/2020	NO	received PPP loan; NAICS 21
health care provider	\$ 439,028.00		NO	received PPP loan
			INSUFFICIENT DOCUMENTATION	
restaurant	n/a	7/28/2020	PROVIDED	
oil and gas supply	\$ 441,886.88	7/31/2020	NO	principal business location located outside Midland city limits
health care provider	\$ 537,991.00	7/31/2020	NO	received PPP loan
daycare	\$ 84,377.00	8/3/2020	NO	received PPP loan
restaurant	n/a	8/4/2020	NO	forfeited LLC existence with Secretary of State; franchise tax not in good standing
transportation	n/a	8/6/2020	NO	received PPP loan; located outside Midland city limits
office supply	\$ 151,053.00	8/6/2020	NO	received PPP loan
construction	n/a	8/7/2020	NO	incorporated after January 2019
construction	n/a	8/7/2020	NO	incorporated after January 2019
oil and gas supply	\$ 774,033.00	8/10/2020	NO	received PPP loan
transportation	not yet provided	8/14/2020	WAITING TO CONFIRM	
oil and gas supply	n/a	8/20/2020	NO	received PPP loan
oil and gas supply	not yet provided	8/21/2020	WAITING TO CONFIRM	
construction	n/a	8/24/2020	NO	located outside Midland city limits
oil and gas supply	n/a	8/24/2020	NO	located outside Midland city limits
construction	\$ 29,208.00	8/28/2020	YES	
industrial sales	\$ 80,500.00	9/2/2020	YES	

August 2020 Midland MSA Employment Information



	August 2020	July 2020	August 2019	High	Low
Civilian Labor Force	106,263	102,740	110,710	111,020 (Feb 2020)	70,762 (Jan 2010)
Employment	97,703	93,023	108,208	108,522 (Dec 2019)	66,000 (Jan 2010)
Unemployment	8,560	9,717	2,502	12,725 (May 2020)	1,788 (May 2019)
Unemployment Rate	8.1%	9.5%	2.3%	12.4% (May 2020)	1.7% (Apr 2019)

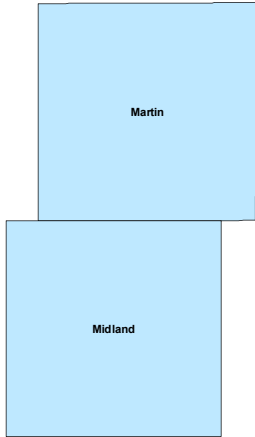
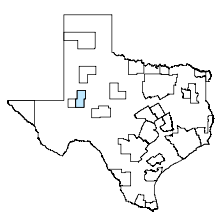
August 2020 Permian Basin Workforce Development Area Employment Information



	August 2020	July 2020	August 2019	High	Low
Civilian Labor Force	269,892	261,620	271,847	274,863 (Feb 2020)	194,770 (Jan 2010)
Employment	246,178	234,999	264,748	267,179 (Feb 2012)	178,801 (Jan 2010)
Unemployment	23,714	26,621	7,099	34,542 (May 2020)	5,115 (Apr 2019)
Unemployment Rate	8.8%	10.2%	2.6%	13.4% (May 2020)	1.9% (Apr 2019)

Midland MSA

August 2020

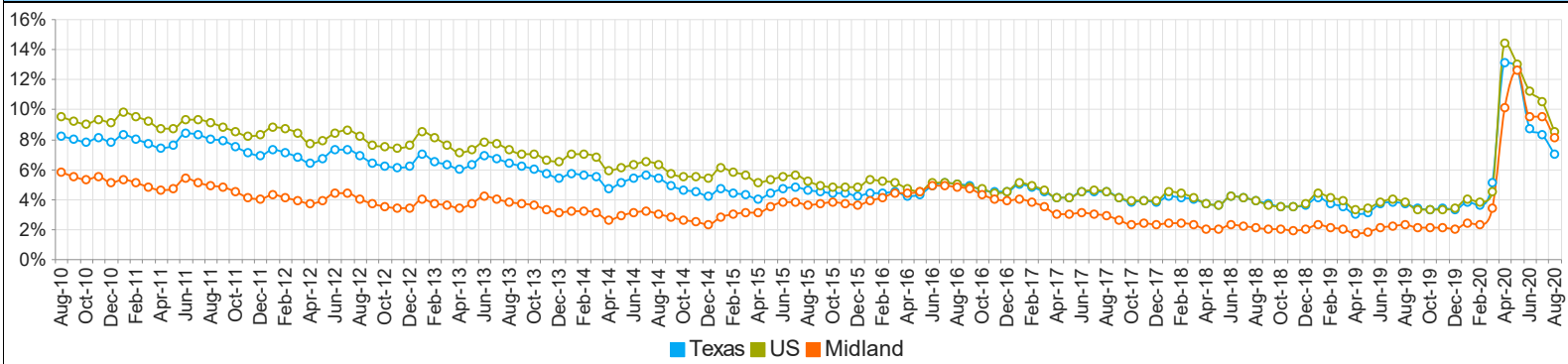


MSA Labor Force Statistics				
	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	106,263	102,740	110,710	-4,447
Employed	97,703	93,023	108,208	-10,505
Unemployed	8,560	9,717	2,502	6,058
Unemployment Rate	8.1%	9.5%	2.3%	5.8%

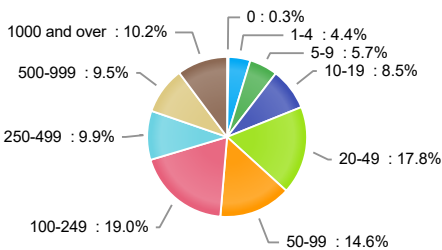
Texas Labor Force Statistics				
	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	14,325,524	13,858,302	14,030,092	295,432
Employed	13,329,260	12,706,679	13,506,644	-177,384
Unemployed	996,264	1,151,623	523,448	472,816
Unemployment Rate	7.0%	8.3%	3.7%	3.3%

US Labor Force Statistics				
	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	160,966,000	161,374,000	164,019,000	-3,053,000
Employed	147,224,000	144,492,000	157,816,000	-10,592,000
Unemployed	13,742,000	16,882,000	6,203,000	7,539,000
Unemployment Rate	8.5%	10.5%	3.8%	4.7%

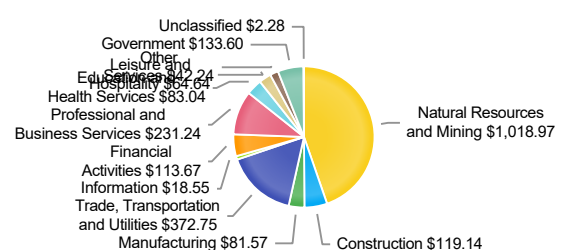
Historical Unemployment Rates



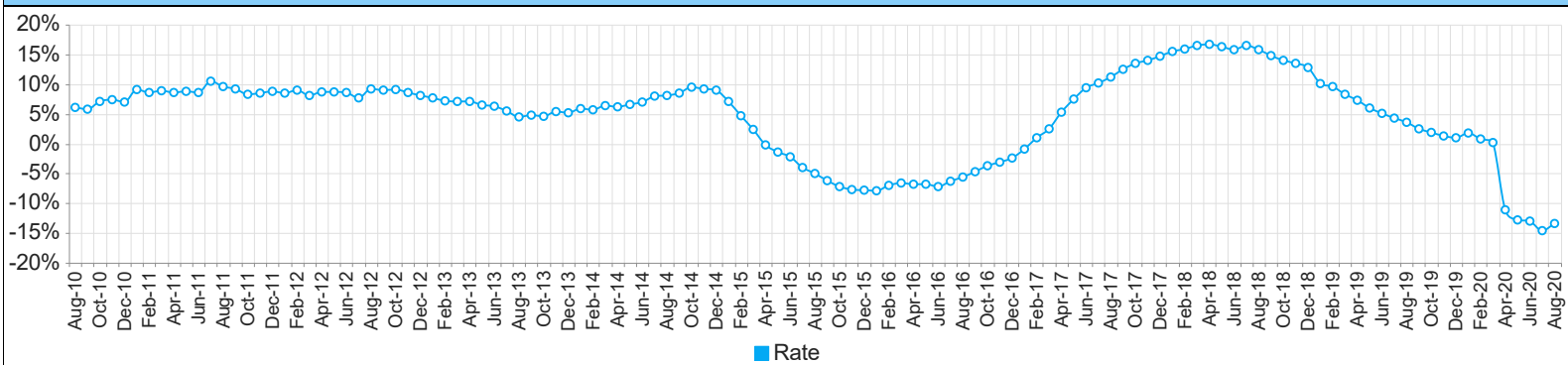
Employment by Size Class (1st Quarter 2020)



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



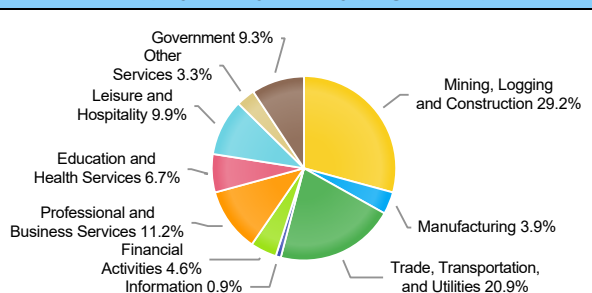
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (August 2020)

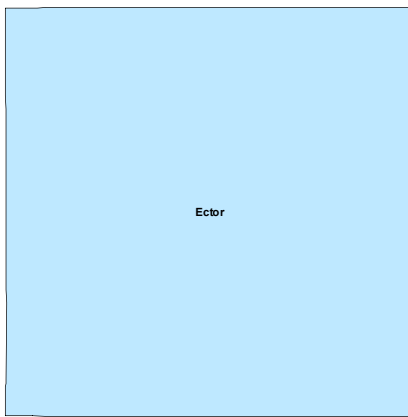
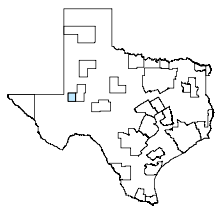
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	99,800	1.1%	-13.4%
Mining, Logging and Construction	29,100	-1.0%	-28.0%
Manufacturing	3,900	0.0%	-7.1%
Trade, Transportation, and Utilities	20,900	1.0%	-7.1%
Information	900	0.0%	-10.0%
Financial Activities	4,600	2.2%	-6.1%
Professional and Business Services	11,200	4.7%	2.8%
Education and Health Services	6,700	0.0%	-5.6%
Leisure and Hospitality	9,900	2.1%	-10.0%
Other Services	3,300	0.0%	-19.5%
Government	9,300	4.5%	2.2%

Employment by Industry (August 2020)



Odessa MSA

August 2020



Ector

MSA Labor Force Statistics

	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	87,703	85,618	87,710	-7
Employed	77,967	74,781	85,163	-7,196
Unemployed	9,736	10,837	2,547	7,189
Unemployment Rate	11.1%	12.7%	2.9%	8.2%

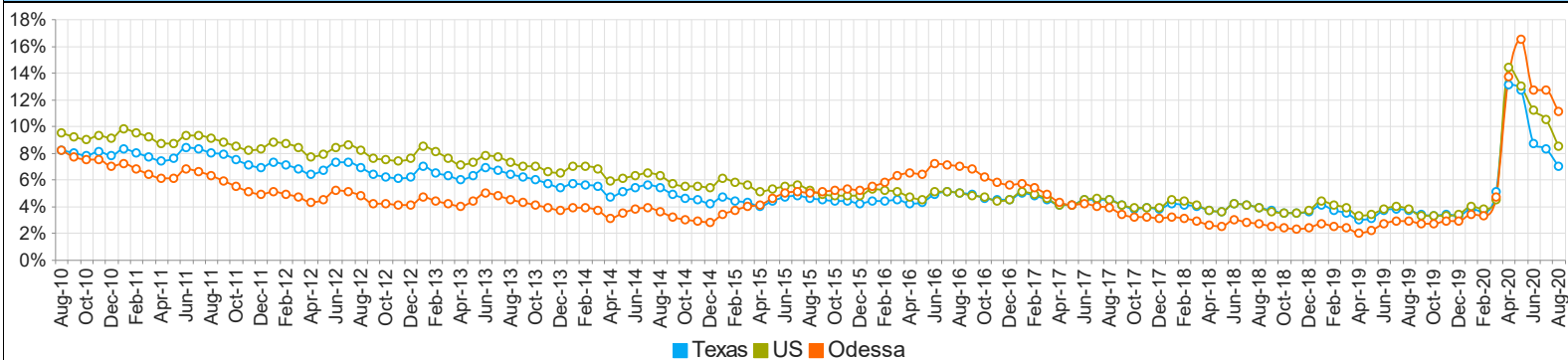
Texas Labor Force Statistics

	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	14,325,524	13,858,302	14,030,092	295,432
Employed	13,329,260	12,706,679	13,506,644	-177,384
Unemployed	996,264	1,151,623	523,448	472,816
Unemployment Rate	7.0%	8.3%	3.7%	3.3%

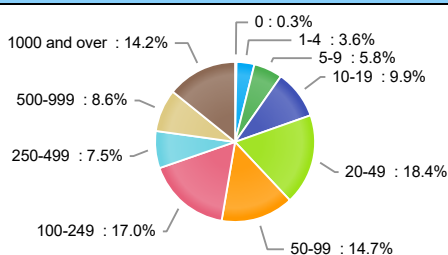
US Labor Force Statistics

	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	160,966,000	161,374,000	164,019,000	-3,053,000
Employed	147,224,000	144,492,000	157,816,000	-10,592,000
Unemployed	13,742,000	16,882,000	6,203,000	7,539,000
Unemployment Rate	8.5%	10.5%	3.8%	4.7%

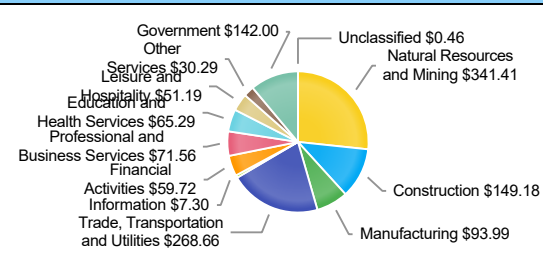
Historical Unemployment Rates



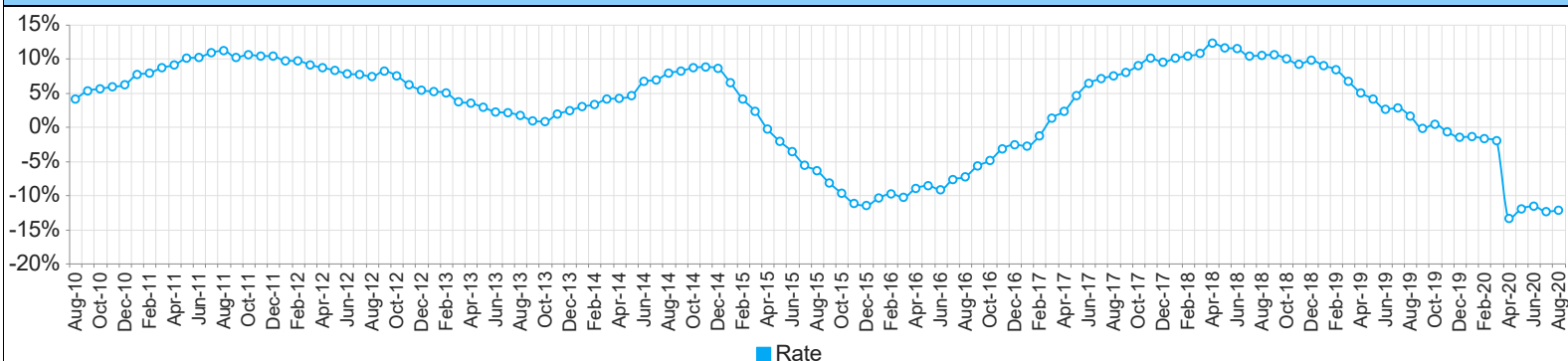
Employment by Size Class (1st Quarter 2020)



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



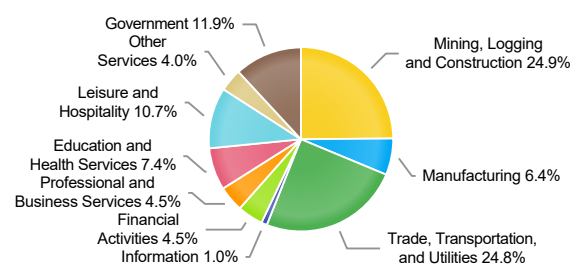
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (August 2020)

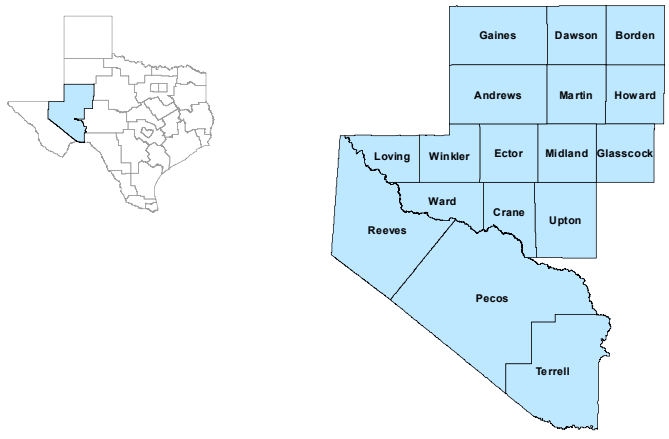
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	73,100	-0.3%	-12.2%
Mining, Logging and Construction	18,200	-1.6%	-18.4%
Manufacturing	4,700	-2.1%	-9.6%
Trade, Transportation, and Utilities	18,100	-0.5%	-5.2%
Information	700	0.0%	0.0%
Financial Activities	3,300	0.0%	-8.3%
Professional and Business Services	3,300	-5.7%	-31.2%
Education and Health Services	5,400	0.0%	3.8%
Leisure and Hospitality	7,800	1.3%	-13.3%
Other Services	2,900	3.6%	-23.7%
Government	8,700	3.6%	-9.4%

Employment by Industry (August 2020)



Permian Basin Workforce Development Area

August 2020



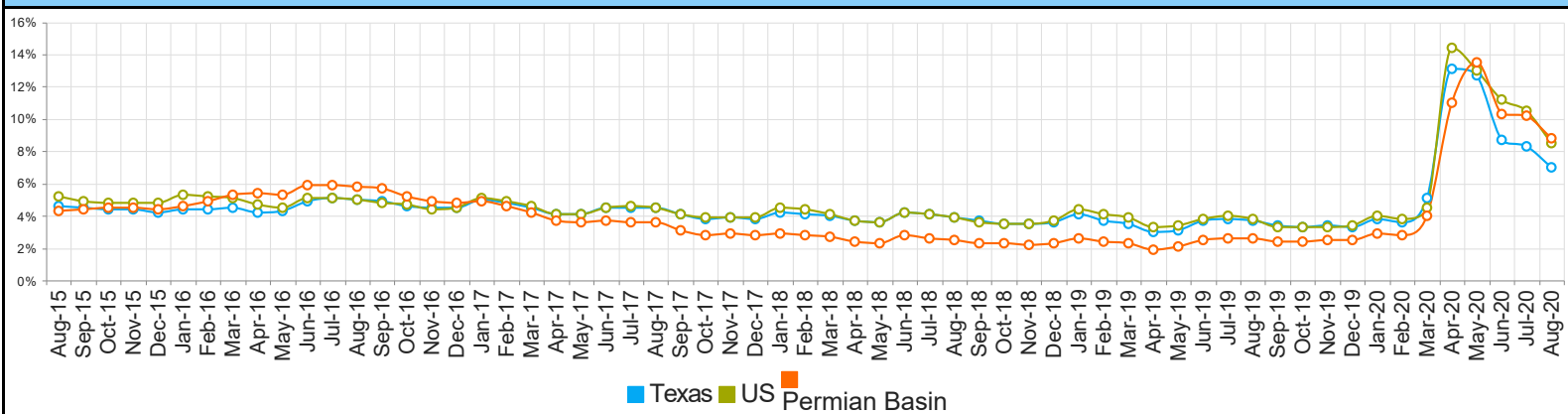
WDA Labor Force Statistics				
	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	269,892	261,620	271,847	-1,955
Employed	246,178	234,999	264,748	-18,570
Unemployed	23,714	26,621	7,099	16,615
Unemployment Rate	8.8%	10.2%	2.6%	6.2%

Texas Labor Force Statistics				
	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	14,325,524	13,858,302	14,030,092	295,432
Employed	13,329,260	12,706,679	13,506,644	-177,384
Unemployed	996,264	1,151,623	523,448	472,816
Unemployment Rate	7.0%	8.3%	3.7%	3.3%

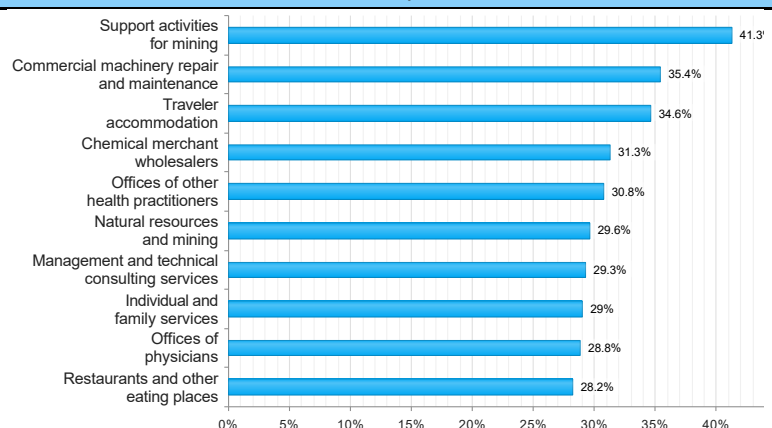
US Labor Force Statistics				
	Aug-20	Jul-20	Aug-19	Yearly Change
Civilian Labor Force	160,966,000	161,374,000	164,019,000	-3,053,000
Employed	147,224,000	144,492,000	157,816,000	-10,592,000
Unemployed	13,742,000	16,882,000	6,203,000	7,539,000
Unemployment Rate	8.5%	10.5%	3.8%	4.7%

Continued Claims for the Week of the 12th				
	Aug-20	Jul-20	Aug-19	Yearly Change
WDA	21,793	24,732	1,176	20,617
Texas	769,869	938,497	95,110	674,759

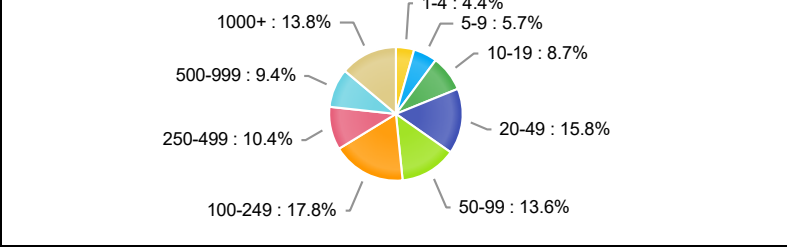
Historical Unemployment Rates



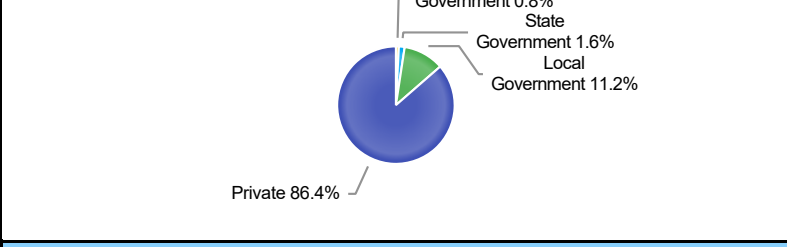
Projected Top Ten Fastest Growing Industries in WDA (% Growth 2016-2026)



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)

