



Board Binder Open Session

December 1, 2025

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 December 1, 2025. A quorum of the Board of Directors of the Midland Development Corporation intends to be physically present at the aforementioned location.

Videoconference Information

Join Zoom Webinar

<https://us02web.zoom.us/j/84589399281?pwd=FZmWs5UbudfbkcxEydrEwjQRHUEbLO.1>

Passcode: 215157

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209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 558 8656 US (New

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International numbers available: <https://us02web.zoom.us/j/kc8ndGEou>

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 6, 2025, meeting of the Midland Development Corporation.
3. Presentation from Watersong Wild Space on the Watersong Nature Commons.
4. Presentation from Midland College on Transportation Training.
5. Resolution authorizing the execution of an amended and restated economic development agreement with the Midland Community College District; and authorizing payment therefor.

6. Resolution authorizing the execution of a promotional agreement with Higher Orbits, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.
7. Resolution authorizing the execution of a Task Order No. 2 to that certain master research and development agreement with The MITRE Corporation for an amount not to exceed \$826,000.00; said task order to provide for research and development, systems engineering, and related advisory services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin.
8. Resolution authorizing the changing of the Midland Development Corporation's registered agent.
9. Resolution establishing the dates of the regular meetings of the Midland Development Corporation Board of Directors to be held during the period of February 2026 to January 2027.
10. Presentation on the October 2025 economic development activity report from the Midland Development Corporation Executive Director.
11. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
 - a. Section 551.072, Deliberation Regarding Real Property
 - i. Discuss the purchase, exchange, lease, or value of real property.
 - b. Section 551.074, Personnel Matters
 - i. Discuss the employment, evaluation, and duties of the Executive Director.
 - c. Section 551.087, Deliberation Regarding Economic Development Negotiations
 - i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

Posted this 21st day of November 2025.

Marcia Bentley German
City Governance Officer/City Secretary

October 6th Minutes

MIDLAND DEVELOPMENT CORPORATION

MINUTES

October 6, 2025

The Board of Directors of the Midland Development Corporation convened in regular session in the Midland Chamber of Commerce board room, 300 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on October 6, 2025.

Board Members present: Chairman Lourcey Sams, Director Brad Bullock, Director Elvie Brown, Director Zachary Deck, Director Garrett Donnelly, and Director Jill Pennington (via Zoom)

Board Members absent: None

Staff Members present: City Manager Tommy Gonzalez, Deputy City Manager Jose Ortiz, Interim City Attorney Nicholas Toulet-Crump, Assistant City Attorney Kevin Bailey, Utilities Director Carl Craigo, Strategic Partnerships Officer Lindsey Adams, Assistant City Secretary Rachel Guentensberger, Deputy City Secretary Kathy Rauda, Chief of Staff Taylor Novak

Council Member(s) present: Council member Amy Stretcher Burkes

MDC Staff Members present: Operations Manager Ken Doyle, Executive Director Sara Harris, Business Development Coordinator Soraye Lara, Marketing Coordinator Paige McCartney

1. Call meeting to order.

Chairman Sams called the meeting to order at 10:02 a.m.

2. Motion approving the minutes of the September 8, 2025, meeting of the Midland Development Corporation.

Director Donnelly moved to approve the minutes of the September 8, 2025, meeting of the Midland Development Corporation with the correction of misspelled name, seconded by Director Bullock.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington

3. Presentation on current and proposed infrastructure partnerships between the City of Midland and the Midland Development Corporation.

Deputy City Manager Jose Ortiz gave a presentation on the partnership between the City of Midland and the Midland Development Corporation, focusing on projects that specifically impact infrastructure.

4. ED – 509 - Resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement.

Director Deck moved to approve ED – 509 - Resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement, seconded by Director Bullock.

The motion carried by the following vote: AYE: Sams, Donnelly, Pennington, Deck, Bullock and Brown. NAY: None. ABSTAIN: None. ABSENT: None

5. ED – 510 - Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of \$2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191; and authorizing payment for said agreement.

Director Donnelly moved to approve ED- 510 - Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of \$2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191; and authorizing payment for said agreement, seconded by Director Brown.

The motion carried by the following vote: AYE: Sams, Donnelly, Pennington, Deck, Bullock and Brown. NAY: None. ABSTAIN: None. ABSENT: None

6. ED – 511 - Resolution authorizing payment in the amount of \$96,184.54 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 Bullock moved to approve ED – 511 - Resolution authorizing payment in the amount of \$96,184.54 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 Deck.

The motion carried by the following vote: AYE: Sams, Donnelly, Pennington, Deck, Bullock and Brown. NAY: None. ABSTAIN: None. ABSENT: None

7. **Presentation on the August 2025 economic development activity report from the Midland Development Corporation Executive Director.**

Executive Director Sara Harris provided an update on the Midland Development Corporation's economic development activity report. She also spoke about the Love Midland event held on Saturday, where the MDC hosted a table to share information with community members.

The board recessed into executive session at 10:30 a.m.

8. **Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:**

a. **Section 551.072, Deliberation Regarding Real Property**

i. Discuss the purchase, exchange, lease, or value of real property.

b. **Section 551.087, Deliberation Regarding Economic Development Negotiations**

i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

All the business at hand having been completed, Chairman Sams adjourned the meeting at 11:24 p.m.

Respectfully submitted,

Rachel Guentensberger, Assistant City Secretary

PASSED AND APPROVED on the 1st Day of December 2025.

Elvie Brown, Secretary

Higher Orbits

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROMOTIONAL AGREEMENT WITH HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

WHEREAS, the Midland Development Corporation (the “MDC”) is authorized to expend promotional funds in order to advertise and publicize the City of Midland, Texas (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 Higher Orbits, Inc., that provides for the expenditure of promotional funds 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 the State of Texas; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a promotional agreement with Higher Orbits, Inc., 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 Higher Orbits, Inc. 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, Texas, is hereby authorized and directed to pay Higher Orbits, Inc., in accordance with the terms of said promotional agreement from funds available in the Midland Development Corporation Promotions Project (800705) upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation.

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 _____, AD, 2025, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

ELVIE BROWN,
Secretary for the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET
Attorney for the Midland
Development Corporation

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT (“*Agreement*”) is made and effective the 9th day of December, 2025, 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 HIGHER ORBITS, INC. (“*HIGHER ORBITS*”). In this Agreement, MDC and HIGHER ORBITS 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 HIGHER ORBITS by executing the *Go for Launch!* Program in Midland to engage high school students about space and STEM, and excite Midland students about the possibilities of a career in aerospace;

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 HIGHER ORBITS 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 HIGHER ORBITS in the amount of \$60,000.00, with said payment to be made on or before March 31, 2026. The total funds provided by MDC under this Agreement shall not exceed \$60,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for HIGHER ORBIT’s advertising and promotional services as set forth herein.

B. Higher Orbits Services. HIGHER ORBITS shall use commercially reasonable efforts to provide those services described in Exhibit A, which is attached hereto and incorporated herein for all purposes. HIGHER ORBITS shall perform all services in a workmanlike manner. HIGHER ORBITS shall coordinate with MDC’s Executive Director 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. Higher Orbits Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, HIGHER ORBITS shall provide MDC with a report or presentation containing a detailed summary of HIGHER ORBITS's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

HIGHER ORBITS shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. HIGHER ORBITS 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 HIGHER ORBIT'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. HIGHER ORBITS 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 HIGHER ORBIT's work. HIGER ORBITS shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective December 9, 2025, and shall terminate on September 30, 2027, 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 ninety (90) days' written notice to HIGHER ORBITS. 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. HIGHER ORBITS 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.

If to MDC:

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

If to ENTITY:

Michelle Lucas
Higher Orbits
PO Box 473793
Aurora, CO 80047

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

G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, HIGHER ORBITS 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 HIGHER ORBITS 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.

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 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), THAT 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 HIGHER ORBITS hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, HIGHER ORBITS 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 _____
P. Lourcey Sams, Chairman

ATTEST:

Elvie Brown, Secretary

HIGHER ORBITS

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 the ENTITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public, State of _____

Go For Launch! Midland

History

From 2021-present, Higher Orbits has run 11 *Go For Launch!* programs (4 separate series of events) in Midland with 10 different Astronauts: Don Thomas, Dottie Metcalf-Lindenburger, Mike Foreman, Greg H. Johnson, Charlie Camarda, Jim Reilly, Tony Antonelli, Steve Swanson, Mike Good, and Wendy Lawrence. This space inspired STEM event supports students in grades 7-12. This event has been held at numerous MISD junior high and high schools.

- Series 1 – 3 events: Fall 2021, Spring 2022, Summer 2022: Resulted in experiment in student experiment launching to the International Space Station in 2023 <https://higherorbits.org/experiments-space/midland-series-winners/>
- Series 2 – 3 events: Winter 2023; Summer 2023; Fall 2023: Resulted in the experiment that launched to the International Space Station in August of this year and is in space right now! <https://higherorbits.org/experiments-space/midland-2023-series-winners/>
- Series 3 – 3 events: Summer 2024, Fall 2024; Spring 2025: Resulted in the select of a team whose experiment will fly to space next year. This group of students were largely 8th graders when selected as the winners. They are currently working with us to get their experiment ready for launch. Launch of this experiment should launch (pending launch dates etc.) first half of 2026. This team is of students who were predominately on the younger age of the range when selected.
- All students who are part of the winning team have been invited to see their experiment launch to space from the launch site. Some students from each team have taken advantage of this opportunity.
- In addition to *Go For Launch!*, Higher Orbits has brought Wendy Lawrence to speak to 3 different schools in a trip separate from a *Go For Launch!* event. Higher Orbits has also supported “Fly Into Fall” since its inception in 2022 and has brought an Astronaut to support this event each year. Additionally in 2022 Higher Orbits held a public event to share with the community what is being done to support your students as well as to help educate them about the Midland Spaceport.
- Higher Orbits has the privilege of selecting the only 5 US students to attend the International Science School in Sydney, Australia. This event happens

every 2 years. <https://www.sydney.edu.au/science/industry-and-community/community-engagement/international-science-school.html> All students for this program from the US are selected (through an application and evaluation process) from students who have been participants of *Go For Launch!* In 2023 Brianna Ortiz from Midland was selected to be part of the cohort of US students and in 2025 Yuki Soda was selected.

- Midland students have participated in various professional conferences with Higher Orbits including being part of panels and speaking onstage
 - International Astronautical Congress in Milan, 2024 – Brianna Ortiz
 - AIAA SciTech (various years) – Brianna Ortiz, Andrew Stubbs
 - AIAA ASCEND 2025 – Eva Estrada, Aaron Estrada

Current & Future Events

- Series 4 – 3 events: Summer 2025, Fall 2025, March 2026 (2 of the 3 events have occurred) – *Go For Launch!* Series is being referred to as the *Go For Launch!* Midland Artemis Series
 - 2 of the 3 events have been conducted already.
 - MISD has committed \$75,000
 - Requested amount from MDC is \$60,000
- Series 5 – TBD number of events
 - MISD has indicated they want to start another series of events beginning in the Summer of 2026 to continue to support their students
 - While Series have typically been 3 events, we can run any number of events desired dependent on budget.

Goals For Continued *Go For Launch!* Midland Events

- Continue to excite Midland students in grades 7-12 about STEM, STEAM, and Spaceflight. We want to continue and build from the foundation that has been created from the previous events. We want to continue to support students who have become STEM enthusiastic from our events and also support new students who have not had opportunity to be part of these events before, including students who are just now the correct age to attend. (We have many parents talk to us about how their students are excited that starting in the summer they will finally be the right age to attend etc.)
- Continue to provide opportunities such as conference attendance, International Science School, etc. to the students of Midland who participate in *Go For Launch!*
- Continue to engage Midland students about the possibilities of careers in Aerospace and STEM

Exhibit A

- Keep STEM & Aerospace at the forefront of students and parents minds.
- Continue to engage MISD educators and the Midland public about the possibilities of space

Go For Launch! General Info

Go For Launch! (GFL!) is Higher Orbits flagship STEM-based, hands-on educational experience. This exciting, multi-day, out of this world experience, uses spaceflight and space exploration as the launchpad for students to develop and strengthen their 21st century skills including STEM, teamwork, communication and leadership. From novice to advanced, students from all STEM backgrounds will find the GFL! experience a user-friendly environment where they can learn and excel.

Working together in teams during their entire Go For Launch! experience, students are immersed in the wonder of spaceflight and space exploration. Through a variety of "fireside chat" type talks from space and STEM industry experts students gain insight and feedback on current and emerging STEM academic and career possibilities. Each fireside chat is complemented with a collaborative learning activity where student teams complete tasks (designed to build/enhance leadership, teamwork and communication skills) to receive daily awards. A feature unique to the Go For Launch! experience is students work side-by-side with an astronaut for the entire event.

The culminating Go For Launch! learning activity is a design project. Each team works together to define and design their own space experiment that could be tested in space on the International Space Station. The teams present their experiment idea to a judging panel of space and STEM industry experts, who will select one overall winning team experiment for each Go For Launch! event. The winning team's experiments from within a Series are competed against each other and one overall Series Winning Team is selected. The winning team's experiment will be launched into space!

Go For Launch! has been conducted 96 times in 23 states resulting in 24 student experiments already having been launched to space with 4 more slated to fly to the International Space Station in the first half of 2026

Midland College Transportation Training Program

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND COMMUNITY COLLEGE DISTRICT; AND AUTHORIZING PAYMENT THEREFOR

WHEREAS, the Midland Development Corporation and the Midland Community College District, entered into that certain Economic Development Agreement dated July 25, 2023; and

WHEREAS, the Midland Development Corporation and the Midland Community College District desire to modify the Economic Development Agreement by amending and restating the same in its entirety; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of an amended and restated economic development agreement with the Midland Community College District;

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 to execute and attest, respectively, on behalf of the Midland Development Corporation, an amended and restated economic development agreement with the Midland Community College District. Said amended and restated agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the Executive Director of the Midland Development Corporation, or her designee, is hereby authorized and directed to administer all the Midland Development Corporation's obligations under said amended and restated agreement, including the issuance of all written notices and confirmations due thereunder.

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., 2025, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT is entered into 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 MIDLAND COMMUNITY COLLEGE DISTRICT (“College”).

I. Recitals

- A. MDC and College desire to set forth the terms and conditions upon which incentive funds will be provided to College as consideration for College expanding the Program, as defined herein, for the purpose of preparing students to obtain a Class-A Commercial Driver’s License, so as to prepare said students to fill high-demand, skilled positions in local businesses and industry.
- B. MDC finds that the expansion of the Program will promote or develop new or expanded business enterprises in the City of Midland.
- C. MDC finds that the purpose of this Agreement qualifies as a “project,” as defined in Section 501.101 of the Texas Local Government Code, and is therefore eligible for MDC funding.
- D. MDC finds that its contribution of funds to the College for said project is an administrative expense or other such expense necessary or incident to placing a project in operation in accordance with Section 501.152 of the Texas Local Government Code.
- E. MDC finds that the Program is for the creation or retention of “primary jobs,” as defined in Section 501.002 of the Texas Local Government Code, and that the Program is required or suitable for the development, retention, or expansion of a primary job training facility for use by an institution of higher education.
- F. MDC finds that the College is an institution of higher education as defined under Section 61.003 of the Texas Education Code.
- G. MDC and College previously entered into that certain Economic Development Agreement on July 25, 2023, which set forth the terms and conditions referenced in Section I.A above.
- H. MDC and College desire to modify the terms of the Economic Development Agreement by amending and restating it in its entirety.

Exhibit A

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and College hereby agree as follows:

II. Definitions

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

- A. “*CDL*” means a Class-A Commercial Driver’s License.
- B. “*DPS*” means the Texas Department of Public Safety.
- C. “*Effective Date*” means July 25, 2023.
- D. “*Program*” means the Midland College Transportation Training Continuing Education.

III. Obligations of MDC

During the term of this Agreement, MDC shall provide to College a forgivable loan in an amount not to exceed the lesser of (i) the cost of one (1) new 2024 Peterbilt standard transmission truck trailer including modified seat installments for the truck trailer, or (ii) \$216,000.00. Said forgivable loan shall be paid in a single lump sum within thirty (30) days after College certifies that it has met the Equipment Purchase Obligation set forth in Section IV.A.

The incentives described herein shall be provided on a cost-reimbursement basis subject to College’s obligations as set forth in Section IV. Upon the issuance of a certification by College that it has complied with the Graduation and Passage Rate Obligation set forth in Section IV.B, MDC shall forgive the entirety of the loan (subject to the restrictions set forth in Section V) and issue written notice thereof to College.

IV. Obligations of College

- A. **Equipment Purchase Obligation.** College shall expend a maximum of \$216,000.00 for the purchase of one (1) new 2024 Peterbilt standard transmission truck trailer, and modified seat installments for the truck trailer, as described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. College shall certify to MDC the expenditures made in accordance with the standards set forth in Section IX.B.1.
- B. **Graduation and Passage Rate Obligation.** Prior to the termination of this Agreement, College shall certify to MDC the following: (i) that College has successfully graduated at least one hundred twenty (120) students from the Program during the term of this Agreement; and (ii) that at least ninety percent (90%) of said students have gone on to

successfully obtain a CDL. College shall provide MDC with reasonable supporting documentation, as may be agreed to by College and MDC.

V. Repayment Provisions

The following payment and recapture provisions shall apply to this Agreement:

- A. **Recapture; Equipment Purchase Incentive.** If College sells, transfers, conveys, or assigns any portions of the 2024 Peterbilt standard transmission truck trailer and modified seat installments described in **Exhibit A** without previously notifying MDC in writing and obtaining MDC's written consent, then College shall repay to MDC the funds used to purchase said truck trailer up to \$216,000.00. MDC's right to recapture referenced in this Section shall: (i) survive the termination of this Agreement; and (ii) vest upon the sale, transfer, conveyance, or assignment of the truck trailer if such is effected without the prior written consent of MDC, regardless of whether the loan is forgiven following College's certification that it has complied with the Graduation and Passage Rate Obligation set forth in Section IV.B.
- B. **Recapture; Graduation and Passage Rate Obligation.** If a certification regarding the Graduation and Passage Rate Obligation shows that less than one hundred (108) students successfully graduated from the Program and have successfully obtained a CDL during the term of this Agreement, then College shall repay to MDC a pro rata share of any funds received by College from MDC. For example, if the amount of funds received by College from MDC are equal to \$216,000.00 and the certification shows that only fifty-four (54) students graduated from the Program and successfully obtained a CDL during the term of this Agreement, then College would repay \$108,000.00 to MDC.
- C. **Repayment Terms.** Any amount(s) repayable to the MDC hereunder shall be repaid, without interest, within thirty (30) days after the MDC gives written notice to College that College is in default. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall College be obligated to repay MDC an amount in excess of the total dollar amount of the incentive funds actually received by College from MDC under this Agreement.

VI. Cure Period

In lieu of demanding repayment within thirty (30) days after MDC gives College written notice of its default as set forth in this Agreement, MDC may, in its sole and absolute discretion, elect to allow College a reasonable amount of time thereafter to cure any such default. Any such election by MDC to allow College to cure such a default shall in no way be construed as, or shall operate as, a waiver of any of MDC's rights contained herein, including but not limited to MDC's rights to repayment under this Agreement.

VII. Term

Upon execution by all of the parties, this Agreement becomes effective on the Effective Date and shall terminate on December 31, 2027 or when terminated by mutual agreement of the parties, or when terminated as set forth in Section X.E.

**VIII.
Law**

The parties acknowledge that the funds herein granted shall be utilized solely for purposes authorized under the terms of this Agreement and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

**IX.
Special Conditions**

- A. **Total Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed \$216,000.00 in the aggregate.
- B. **Certifications.** College agrees to the following certification requirements:
1. As to the certifications required in Section IV.A, College shall provide sufficient supporting documentation of the Equipment Purchase Obligation by December 31, 2024.
 2. As to the certifications required in Section IV.B, College shall provide MDC with a written statement or report, together with sufficient supporting documentation in a form reasonably acceptable to MDC, certifying the total number of students that have completed College's Transportation Training Program and have successfully obtained a CDL during the term of this Agreement.
 3. When requested in writing by MDC to do so, College will provide an annual statement in a form acceptable to MDC that, to College's knowledge, College is in compliance with each applicable material term of this Agreement.
 4. College shall allow MDC reasonable access to the facilities associated with the Program for the purposes of determining College's compliance with this Agreement, provided that such access shall be with representatives of College and during normal business hours.
 5. All certifications required under this Agreement shall be signed by College's president, or other appropriate officer, before a notary. E-mail shall not be an acceptable form of certification under this Agreement.
- C. **Payments.** Payments to be made to College shall be made upon a written request from College and completion and submission of all necessary supporting documentation as

required pursuant to this Agreement. The payment request and documentation should be directed in accordance with Section X.N.

- D. **Covenants.** College covenants that this Agreement has been duly authorized by College's board of trustees or other governing body, or by an officer of College empowered to execute such agreements and bind College, and is not in contravention of the provisions of College's bylaws, or of any agreement or instrument to which College is a party or by which it may be bound, the breach of which would have a material, adverse effect on College and its operations.
- E. **Interpretation of Terms & Obligations.** The parties agree that any determination with respect to the key terms that govern the obligations of College under this Agreement shall be made in the sole and absolute discretion of MDC. Such determinations shall be final and binding on College.

X. General Terms

- A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.
- B. **Legal Relationships.** The parties are not, and shall not be considered as, joint ventures, partners, or agents of each other and neither shall have the power to bind or obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and College. 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 that would give rise to vicarious liability.
- C. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.
- D. **Independent Contractor.** It is expressly understood and agreed that College shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that College 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 College, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as

creating a partnership or joint enterprise between MDC and College. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. College 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 College's work. College shall assume exclusive responsibility for the work. College is entirely free to do the work in its own way.

- E. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party, or such longer period as may be reasonably necessary so long as such party has commenced the cure within such thirty (30) day period, and thereafter is diligently pursuing such cure.
- F. **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.
- G. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws 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 Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All payments under this Agreement are deemed to have taken place in Midland County, Texas.
- H. **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.
- I. **Law.** This Agreement is subject to all applicable state and federal laws, and College agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies.
- J. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by College without the prior written consent of MDC.

K. **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 the addresses 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 in the manner provided herein.

If to MDC:

Midland Development Corp.
Attn: Executive Director
200 N. Loraine St., Suite 610
Midland, Texas 79701

If to College:

Midland College
Attn: President
3600 N. Garfield
Midland, Texas 79705

L. **Waiver of Attorney Fees.** BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF A 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) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE PARTIES. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

THE PARTIES ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

M. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

N. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments 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 in the manner provided herein.

If to MDC:

Midland Development Corp.
Attn: Executive Director
200 N. Loraine St., Suite 610
Midland, Texas 79701

If to College:

Midland College
Attn: President
3600 N. Garfield
Midland, Texas 79705

O. **Release.** **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COLLEGE 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 COLLEGE 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.**

P. **Consideration.** MDC and College hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

Q. **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.

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

S. **No Disparity of Bargaining Position.** MDC and College agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC and College acknowledge and agree that they were both represented by legal counsel. MDC and College acknowledge and agree that they read and understood the entire Agreement prior to its execution. MDC and College acknowledge and agree that

there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

- T. **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, College or its legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one original and two copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) 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 College will settle, the physical and mailing addresses of College at the time and date the claim was presented and the physical and mailing addresses of College for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom College relies to establish its claim. 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 College that College'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, College's failure to comply with the requirements herein shall perpetually bar College'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. College agrees that the requirements of this section are reasonable.

- U. **Approval Required.** This Agreement shall not become effective until approved by the Midland City Council.

[Signature Pages Follow]

IN WITNESS WHEREOF, MDC and College have executed this Agreement as of the Effective Date.

**MIDLAND DEVELOPMENT
CORPORATION**

P. Lourcey Sams, Chairman

ATTEST:

Elvie Brown, Secretary

[Signature Page Follows]

**MIDLAND COMMUNITY COLLEGE
DISTRICT**

Name:

Title:

THE STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, _____, a notary public, on this day personally appeared _____, of the MIDLAND COMMUNITY COLLEGE DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said College for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2025.

Notary Public, in and for
the State of Texas

MITRE Task Order No. 2

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NO. 2 TO THAT CERTAIN MASTER RESEARCH AND DEVELOPMENT AGREEMENT WITH THE MITRE CORPORATION FOR AN AMOUNT NOT TO EXCEED \$826,000.00; SAID TASK ORDER TO PROVIDE FOR RESEARCH AND DEVELOPMENT, SYSTEMS ENGINEERING, AND RELATED ADVISORY SERVICES NECESSARY FOR THE FURTHERANCE OF COMMERCIAL SPACE AND HIGH-SPEED FLIGHT OPERATIONS IN THE PERMIAN BASIN

WHEREAS, the Board of Directors passed a resolution authorizing the execution of that certain Master Research and Development Agreement with The MITRE Corporation (“*MITRE*”) dated June 25, 2024 (the “*Agreement*”); and

WHEREAS, the Midland City Council passed Resolution No. 067-2024, which approved the Agreement; and

WHEREAS, the Agreement contemplates that MITRE will perform certain services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin on an as-needed basis; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of Task Order No. 2 to the Agreement for an amount not to exceed \$826,000.00, which shall to provide for research and development, systems engineering, and related advisory services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin;

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

SECTION ONE. That the Chairman or his designee is hereby authorized and directed to execute Task Order No. 2 to the Agreement for an amount not to exceed \$826,000.00, which shall to provide for research and development, systems engineering, and related advisory services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin. Task Order No. 2 shall be in a form substantially similar to

that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay The MITRE Corporation in accordance with the terms of the Agreement and Task Order No. 2 from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation.

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., 2025, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

Midland Development Corporation-The MITRE Corporation
Task Order Number 2 to
Master Research and Development Agreement
Development and Evaluation of High-Speed Airspace Design Solutions
Dated: October 2, 2025

Summary

Period of performance: January 1, 2026 – December 31, 2026

Funding amount: \$826,000

Task Order objective: Develop and refine viable airspace operations that effectively address operator needs while ensuring the overall system’s efficiency and safety. This will be accomplished by:

- Documenting detailed stakeholder operational mission objectives/requirements.
- Developing viable airspace design solutions.
- Conducting initial validations in support of approval processes.

To accomplish the objective, during this period of performance The MITRE Corporation will provide four deliverables:

- Deliverable 1: **Progress Update**: Summarizes project accomplishments, next steps and technical issues and risks. The document will summarize, at a high level, the identified airspace design solutions and initial, high-level, assessment.
 - Due: [start + 6 months]
- Deliverable 2: **Technical Briefing**: Summarizes refined airspace design solutions, operational considerations, environmental analyses, validation plans and implementation strategy/costs.
 - Due: [start + 12 months]
- Deliverable 3: **Technical Report**: Details the refined airspace design solutions, operational considerations, environmental analyses and validation plans for consumption by MDC and other technical design team members.
 - Due: [start + 12 months]
- Deliverable 4: **Stakeholder Briefing**: Summarizes, at a high-level, the refined airspace design solutions, operational considerations, environmental analyses and validation plans for consumption by stakeholders.
 - Due: [start + 12 months]

Introduction

In 2021, the Midland Development Corporation (MDC) commissioned a study to explore a high-speed airspace corridor between Midland Air and Space Port (MAF) and Spaceport America, aimed at supporting subsonic, supersonic, and hypersonic point-to-point, suborbital missions. Since then, Firehawk Aerospace, Starfighters Inc., and the Space Force Association have acquired facilities and other interests in the Midland, Texas area. Considering these developments, and to further its goal to enable

repeatable high-speed flight operations at MAF, MDC required a more in-depth understanding of the airspace design and operational requirements.

In 2024, MDC tasked The MITRE Corporation (MITRE) to assess opportunities and challenges for high-speed operations in the airspace near MAF. This task focused on the development of a higher-fidelity airspace baseline model and engagements with selected operators to understand their airspace needs and supporting rationale. The results showed that:

1. Operators are interested in an increasingly broader set of activities at MAF in addition to supersonic point-to-point flight tests (e.g., MAF to Spaceport America, etc.). For example, they expressed interest in ground testing of rocket motors; hover testing; and use of testing areas designated for pilot/astronaut training, demo flights, supersonic run-up and launch with release of second-stage orbital rockets, etc. Interest in high-speed operations at MAF is likely to continue to evolve as business goals change.
2. MAF remains a prime location for future high-speed operations for two primary reasons:
 - The impact on commercial traffic is expected to be minimal.¹
 - The impact on the environment (e.g., population, national parks, etc.) is expected to be manageable.
3. There is a political will to foster development of ground and airspace infrastructure in Midland to support high-speed operations. MDC, federal and state governments, industry, and other key stakeholders expressed their support during meetings at MITRE and/or at the 2024 High-Speed Aerospace Transportation (HSAT) Workshop.

Recently, *Executive Order 14304*, issued in June 2025 under the title "*Leading the World in Supersonic Flight*," mandates the Federal Aviation Administration (FAA) to revise noise standards, eliminate constraining regulations, and collaborate internationally to advance the development of supersonic aviation. Additionally, the U.S. Congress, through the *Supersonic Aviation Modernization Act*, instructs the FAA Administrator to update regulations to permit supersonic flights without requiring special authorization. Together, these initiatives reflect a clear national aspiration to foster and position the U.S. as a global leader in supersonic aviation.

Based on these findings, the next logical step is to identify an airspace design solution(s)² that could serve as the vision for airspace development near Midland. The solution(s) should address future changes in airspace architecture; predicted traffic patterns; air traffic management (ATM)/communication, navigation, and surveillance (CNS) infrastructure, staffing, etc. This work will inform the necessary validation activities, including the possibility of conducting a first-of-its kind flight test from MAF. Figure 1 illustrates a possible evolution of the airspace design solution from planning through post-implementation.

¹ The updated airspace baseline model includes the most recent airspace features of the Terminal Radar Approach Controls (TRACONS), Air Route Traffic Control Centers (ARTCCs), and Special Activity Airspace (SAA) near MAF as well as traffic.

² An airspace design solution includes flight procedures, airspace, concept of operations, and changes to the ATM/CNS infrastructure.

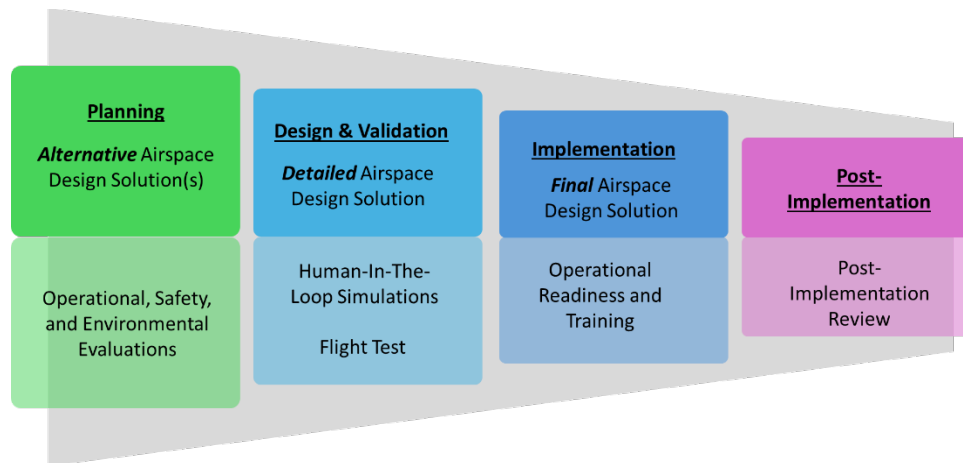


Figure 1. Airspace Design and Implementation

Source: MITRE

Objectives and Scope

The primary objective of this Task Order is to propose viable alternatives that effectively address the needs of operators while ensuring the efficiency and safety of the overall system. This Task Order is focused on the planning stage (see Figure 1). The agreed-upon airspace design solution should serve as a roadmap for development of the airspace infrastructure in the Midland area to meet operator needs. Involving the key stakeholders from the outset is essential to ensuring the proposals are realistic and acceptable. As part of this effort, MITRE will also conduct initial operational and environmental assessments and facilitate planning for human-in-the-loop (HITL) validations and a flight test. This Task Order is expected to achieve the following key objectives:

1. Understand Stakeholder Objectives/Requirements: Engage with stakeholders (e.g., vehicle operators, Federal Aviation Administration [FAA], etc.) to develop a deep understanding of their use case needs, objectives, and specific requirements for airspace usage, ensuring alignment with their goals for efficiency, safety, and flexibility.
2. Develop Alternative Airspace Design Solutions: Design and assess alternative airspace design solutions that satisfy stakeholder requirements and constraints. Achieving this objective involves a detailed analysis of the airspace, expected integration approaches to the use cases, and supporting ATM/CNS infrastructure utilization or changes.
3. Conduct Initial Validations:
 - a. Perform preliminary validations of the airspace design solutions to understand their feasibility and effectiveness.
 - b. Evaluate the potential impacts on other air traffic in the area and identify optimal launch windows to minimize disruptions.
 - c. Develop an initial understanding of the ATM/CNS systems required for the new airspace design.
 - d. Begin to evaluate the environmental impacts, including an analysis of sonic boom effects.

- e. Plan for HITL evaluations: Define objectives and key research questions for HITL evaluations, and outline data collection strategies and metrics for assessing operational effectiveness.
- f. Plan for flight test: Define objectives and key research questions; define testing protocols and data collection requirements; and prepare relevant inputs to a special flight authorization request.

This scope of work will ensure a comprehensive, multi-faceted approach to creating alternative airspace design solutions that balance operational, environmental, and safety considerations. See the Appendix for details about the statement of work and activities that will be completed during this Task Order.

Milestones and Deliverables

The period of performance for Task Order 2 is twelve (12) months from contract start, anticipated in January 2026. The work schedule (as illustrated below) is contingent upon all required data/information being delivered to MITRE in a timely manner. As in all research work, MITRE may need to address unexpected technical issues that can affect project schedule. Consequently, the schedule is approximate within 30 working days and can be changed by mutual agreement.

The following table lists the project milestones, timeline and associated formal deliverables.

Milestone	Timeline	Formal Deliverable
Project Start	Start	N/A
Kick-off Meeting	Start + 1 month	N/A
Design Team Formation	Start + 2 months	N/A
Design Workshop #1	Start + 3 months	N/A
Design Workshop #2	Start + 6 months	Deliverable 1 - Progress Update: Microsoft (MS) Word document summarizing project accomplishment, next steps and technical issues and risks. The document will summarize, at a high level, the identified airspace design solutions and initial, high-level, assessment.
Design Workshop #3	Start + 10 months	N/A

Milestone	Timeline	Formal Deliverable
Recommendations	Start + 12 months	<ul style="list-style-type: none"> • Deliverable 2 - Technical Report: MS Word document summarizing refined airspace design solutions, operational considerations, environmental analyses, validation plans and implementation strategy/costs. • Deliverable 3 - Technical Briefing: MS PowerPoint detailing the refined airspace design solutions, operational considerations, environmental analyses and validation plans for consumption by MDC and other technical design team members. • Deliverable 4 - Stakeholder Briefing: MS PowerPoint summarizing, at a high-level, the refined airspace design solutions, operational considerations, environmental analyses and validation plans for consumption by stakeholders.

Key Dependencies and Assumptions

The following dependencies/assumptions are made to develop the technical scope, timeline and price in this proposal. Deviations from these dependencies/assumptions will result in a change of scope, schedule or cost for the project. Each party should endeavour to advise as early as possible if a change is anticipated. These dependencies/assumptions are:

1. MDC will identify appropriate points of contact among Launch Operators/stakeholders and will facilitate their commitment of time and resources to design team activities.
2. MDC will share public and private project relevant documents for MITRE to inform its work.
3. MDC will coordinate Congressional visits and visits by other stakeholders to MITRE facilities in McLean, Virginia.
4. MITRE, in close coordination with MDC and MAF, will engage the Federal Aviation Administration (FAA), military representatives, State and Local agencies for project-related matters.
5. Travel cost/time, to/from workshop locations, of persons other than MITRE staff is not included in the price proposal.
6. While some high-level planning is included in this Task Order for the HITL evaluations, the detailed planning and execution is not included. Detailed scenario development/traffic, software adaptation, human factors, data collection protocols, etc. will be undertaken in a subsequent Task Order.
7. While some high-level planning is included in this Task Order for the flight test, the detailed planning and execution is not included as such planning would depend on the special flight authorization and its limitations.

Budget

The work in Task Order 2 is proposed for a firm fixed price of \$826,000. The payment schedule described below, references the milestones and deliverables in the *Milestone and Deliverables*. Note that not all deliverables in Section 4 have an associated payment.

As specified in Section 5.4 of the *Master Research and Development Agreement*, all amounts due from MDC to MITRE shall be paid in United States dollars within thirty days of invoice.

Milestone	Timeline	Deliverable Invoice	Invoice Amount (USD)	Percent of Total Price
Project Start	Start	Notice to proceed	\$165,200	20%
Design Workshop #2	Start + 6 months	Submission of Deliverable 1 - Progress Update	\$413,000	50%
Recommendations	Start + 12 months	Submission of Deliverable 2 - Technical Report, Deliverable 3 - Technical Briefing, and Deliverable 4 - Stakeholder Briefing	\$247,800	30%

Appendix: Statement of Work

This Task Order aims to develop, assess, and refine airspace design solutions to support high-speed operations in the Midland area, ensuring that the needs of vehicle operators are met, and air traffic concerns and environmental impacts are addressed. The following tasks will be conducted:

1. Kick-Off/ Stakeholder Engagement and Design Team Formation

Objective: Launch project, define roles, and establish communication channels. In addition, understand levels of stakeholder participation and build a design team³.

Activities:

- Conduct a project kick-off meeting to outline the project's scope, objectives, and timeline. The kick-off meeting will be in-person and take place over 1-3 days in Midland, Texas.
- Identify and engage with stakeholders understand level of support, participation, and potential risks for the project.
- Define the project deliverables and key milestones.

All stakeholders are not required to participate at this stage; however, the support and/or awareness of key stakeholders is critical for ensuring acceptance of a proposed design solution in the future. It is also important to note that the level of maturity that is achievable for the alternative airspace design solutions in this Task Order will greatly depend on the level of participation of key stakeholders. Some of the stakeholders and their roles include:

- Vehicle operators: Understand operational needs and support.
- FAA (Headquarters, Facilities, Environmental Policy, etc.): Identify potential airspace, environmental and safety issues, special flight authorization, etc.
- Midland (MAF, MDC, etc.): Understand infrastructure and requirements to support launch opportunities.
- Department of Defense (DOD): Evaluate impacts and opportunities related to DOD-controlled airspace.
- Community representatives: Gather input on key concerns and issues related to proposed airspace design solutions.

2. Initial Design Workshop Preparation

Objective: Identify initial design considerations to prepare for the first design workshop.

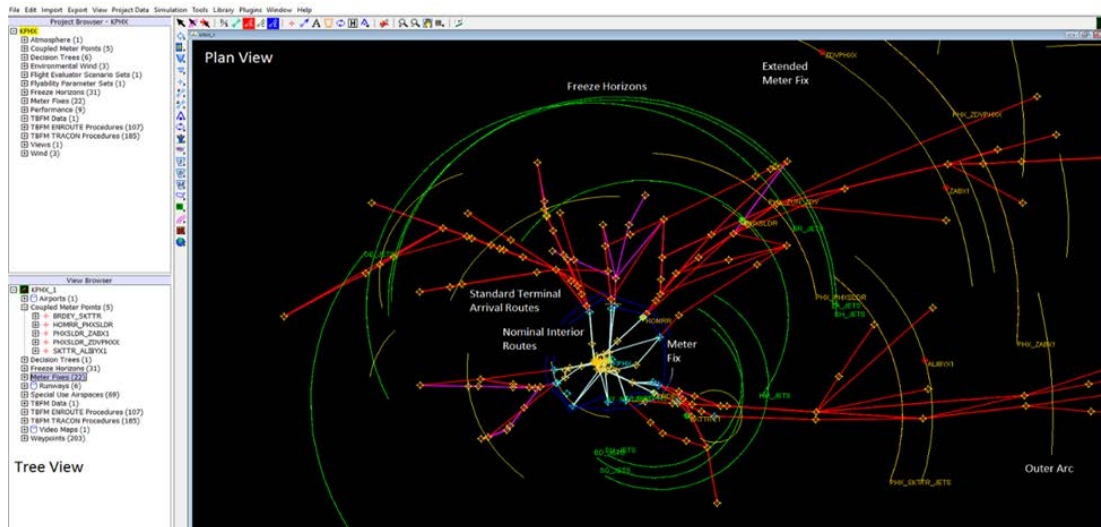
Activities:

- Prepare the baseline airspace analysis⁴ using Terminal Area Route Generation Evaluation and Traffic Simulation (TARGETS) with the goal of supporting an interactive workshop. The figure below shows an example of the TARGETS interface.

³ Changes in flight procedures often require buy-in from multiple stakeholders with competing interests. A collaborative design team (e.g., FAA, industry, airport operators, military, etc.) works best to reach an optimal solution that can be implemented.

⁴ The baseline airspace analysis has been completed as part of Task Order 1.

- Conduct initial analyses on current airspace configurations, procedures, and constraints, including an initial understanding of potential environmental concerns.
- Plan and identify key topics for discussion in upcoming design workshops.



Source: MITRE

3. Design Workshop #1

Objective: Capture stakeholder requirements and discuss preliminary airspace design ideas.

Activities:

- Facilitate the first design workshop to gather input and requirements from relevant stakeholders. The design workshop will be in-person and take place over 3-5 days in Midland, Texas.
- Discuss notional ideas, highlighting key considerations of operational efficiency, implementation challenges and other risks.
- Begin the identification of high-level dependencies and operational requirements.

4. Development of Candidate Airspace Design Solutions

Objective: Develop up to three (3) candidate airspace design solutions and identify dependencies/requirements.

Activities:

- Develop candidate airspace design solutions that align with stakeholder use case needs.
- Identify key dependencies, such as infrastructure, technology, and regulatory requirements (including environmental concerns), for each airspace concept.
- Plan and identify key topics for discussion in subsequent design workshops.

5. Design Workshop #2

Objective: Review, refine, and prioritize airspace design solutions for further development.

Activities:

- Facilitate the second design workshop to review the proposed airspace design solutions with stakeholders and refine them based on feedback. The design workshop will be in-person and take place over 3-5 days in Midland, Texas.
- Discuss the feasibility of each concept and agree on alternatives for further consideration.
- Address any operational, safety, or environmental concerns related to the airspace design solutions.
- Discuss initial HITL and flight test objectives.

6. Preliminary Operational and Environmental Analysis

Objective: Conduct a preliminary assessment of operational and environmental impacts.

Activities:

- Perform preliminary analysis of operational considerations, including air traffic management, vehicle separation, and procedural constraints.
- Perform initial environmental analyses, including noise, emissions impacts, and sonic boom impacts in terms of annoyance to communities and the potential for property damage.
- Identify the initial requirements for HITL evaluations and a flight test.

7. Design Workshop #3

Objective: Review analysis results, refine airspace design solutions, and discuss testing strategies.

Activities:

- Facilitate the third design workshop to review the operational and environmental analyses and other information gathered to-date. The design workshop will be in-person and take place over 3-5 days at MITRE in McLean, Virginia.
- Refine the candidate airspace design solutions based on the latest analyses. For each candidate airspace design solution, discuss an implementation strategy that could serve as a multi-year roadmap for airspace development for Midland including rough order magnitudes of program costs.
- Discuss the objectives and key operational scenarios for HITL evaluations, and outline data collection strategies and metrics for assessing operational effectiveness. The figure below shows an example of a HITL evaluation in which controllers assess the workability of procedures and airspace. The goal of a HITL evaluation is to involve live participants (in this case, air traffic controllers and potentially simulated pilots) who can assess that the airspace design is workable and provide feedback for additional improvements, if any. A successful HITL helps to refine the airspace design while gaining buy-in from participating air traffic controllers. It is important to understand that the HITL activities in this scope are intended to define, as much as possible, the operational scenarios to be evaluated. Other scenario development, software development, laboratory testing and the actual events would take place in a subsequent task.



Source: MITRE

- Discuss objectives and key operational scenarios for a flight test; discuss testing protocols and data collection requirements; and collect relevant inputs to a special flight authorization request. In general, a flight test is conducted to evaluate key objectives related to the airspace design, to assess the potential impacts of sonic booms, etc. Specific objectives are yet to be determined. It is important to understand the flight test planning is intended to define, as much as possible, the operational scenarios to be tested and other relevant inputs to a special flight authorization request. To achieve a decision on a special flight authorization request and to undertake the flight test, the interested operator(s) will need to undertake additional efforts outside of this Task Order.

8. Cross-cutting Activities

- Miscellaneous Support

Objective: Like Task Order 1, it is anticipated that MITRE will need to undertake additional tasks to advance MDC objectives, as well as public support for the project.

Activities:

- Continue to develop Augmented Reality (AR)/Virtual Reality (VR) and cockpit simulations, as necessary, to support demonstrations, HITLs, and other engagements.
- Continue to serve as an independent reviewer/advisor of potential partner or Launch Operator proposals, as needed, to include airspace-related inquiries associated with the 14 Code of Federal Regulations (CFR) Part 420 License Renewal.
- Support the MDC project management team to contribute to coordination, status, project management, executive updates and planning meetings, as needed.

- Recommendations

Objective: Provide final, comprehensive recommendations for the best course of action to develop airspace in the Midland area and immediate next steps.

Activities:

- Consolidate the refined airspace design solutions, operational considerations, environmental analyses, validation plans and implementation strategy/cost estimates into a comprehensive set of recommendations and supporting rationale in a technical report, technical briefing, and stakeholder briefing.
- Conduct an in-person final briefing to MDC representatives at Midland, Texas to debrief the results of the design workshops and stakeholder input, testing and validation plans, and immediate next steps.
- Conduct an in-person final briefing to stakeholders at Midland, Texas to debrief the results of the design workshops and stakeholder input, testing and validation plans, and immediate next steps.
- Deliver the final deliverables for review and approval.

Midland
Development
Corporation
Change of
Registered Agent

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CHANGING OF
THE MIDLAND DEVELOPMENT CORPORATION'S
REGISTERED AGENT**

WHEREAS, the Midland Development Corporation Board of Directors finds it to be in the public interest to authorize the changing of the Midland Development Corporation's registered agent;

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

SECTION ONE. That the City Attorney's Office is hereby authorized and directed to execute and file any and all forms necessary with the Texas Secretary of State's Office to change the Midland Development Corporation's registered agent from John Ohnemiller to Nicholas Toulet, City Attorney; registered office to be located at 300 N. Loraine Street, Suite 320, Midland, Texas 79701.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay any and all fees associated with the filing of the forms with the Texas Secretary of State's Office from funds available in the Midland Development Corporation 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., 2025, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

P. LOURCEY SAMS
Chairman of the Midland
Development Corporation

ATTEST:

ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED ONLY AS TO FORM:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

2026 Board Meeting Dates

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING THE DATES OF THE
REGULAR MEETINGS OF THE MIDLAND
DEVELOPMENT CORPORATION BOARD OF
DIRECTORS TO BE HELD DURING THE PERIOD OF
FEBRUARY 2026 TO JANUARY 2027**

WHEREAS, the Midland Development Corporation Board of Directors finds it to be in the public interest to establish the dates on which the Board of Directors will meet in regular session during the period of February 2026 to January 2027;

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

SECTION ONE. That the dates for the regular meetings of the Midland Development Corporation Board of Directors to be held during the period of February 2026 to January 2027, as shown on Exhibit A attached hereto and incorporated herein for all purposes, are hereby adopted.

SECTION TWO. That the Chairman of the Midland Development Corporation is hereby authorized to cancel a regular meeting of the Midland Development Corporation Board of Directors. Midland Development Corporation staff shall post notice of any such cancellation on the Midland Development Corporation's website and the City Secretary shall post notice of any such cancellation in the same manner that Midland Development Corporation agendas are posted.

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., 2025, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

**Midland Development Corporation
Board of Directors**

Meeting Dates for 2026 – First Monday of the Month

10:00 a.m.

Monday, February 2, 2026 – 10 a.m.

Monday, March 2, 2026 – 10 a.m.

Monday, April 13, 2026 – 10 a.m.

Monday, May 4, 2026 – 10 a.m.

Monday, June 1, 2026 – 10 a.m.

Monday, July 6, 2026 – 10 a.m.

Monday, August 3, 2026 – 10 a.m.

Monday, September 14, 2026 – 10 a.m.

Monday, October 5, 2026 – 10 a.m.

Monday, November 2, 2026 – 10 a.m.

Monday, December 7, 2026 – 10 a.m.

Monday, January 4, 2027 – 10 a.m.

Exhibit A

Income Statement

MIDLAND DEVELOPMENT CORPORATION
INCOME STATEMENT FOR THE 1 MONTHS ENDED
October 31, 2025

	Oct-25	YTD	Budgeted Amount
Revenue	\$1,537,676.56	\$1,537,676.56	\$16,195,908.00
40100 - State Sales Tax	\$1,434,576.23	\$1,434,576.23	\$15,000,000.00
40600 - Public ROW Use Fees	\$0.00	\$0.00	\$0.00
43000 - Interest	\$0.00	\$0.00	\$0.00
43010 - Interest - Nonpooled Invest	\$0.00	\$0.00	\$0.00
47005 - Government Contributions	\$0.00	\$0.00	\$0.00
46190 - Miscellaneous Rentals	\$103,100.33	\$103,100.33	\$1,195,908.00
48480 - Reimbursement of Budget Exp	\$0.00	\$0.00	\$0.00
49112 - Incr/Decr In Fair Value of Inv	\$0.00	\$0.00	\$0.00
4235150 - Midland Dvlpmt Corp Revenue	\$1,537,676.56	\$1,537,676.56	\$16,195,908.00

Expense	\$358,693.66	\$358,693.66	\$16,195,908.00
51010 - Base Salary	\$34,369.86	\$34,369.86	\$509,886.00
51090 - Fica MDC Portion	\$2,629.31	\$2,629.31	\$41,810.00
51110 - Health Insurance	\$2,794.09	\$2,794.09	\$49,200.00
51135 - ACCE Profit Sharing	\$684.43	\$684.43	\$35,692.00
52010 - Office Supplies	\$822.00	\$822.00	\$9,940.00
52110 - Motor Vehicle Supplies	\$0.00	\$0.00	\$1,000.00
52115 - Minor Furniture & Fixtures	\$0.00	\$0.00	\$2,000.00
52155 - Minor Computer Hrdwre & Periph	-\$194.84	-\$194.84	\$5,000.00
52160 - Computer Software & Supplies	\$19,386.01	\$19,386.01	\$40,000.00
52620 - Postage	\$13.25	\$13.25	\$500.00
53010 - Communication	\$1,160.89	\$1,160.89	\$17,000.00
53030 - Light & Power	\$7.64	\$7.64	\$150.00
53110 - Insurance-External	\$110,962.40	\$110,962.40	\$150,000.00
53212 - Equipment Rental-External	\$984.34	\$984.34	\$5,000.00
53220 - Advertising	\$45,444.34	\$45,444.34	\$300,000.00
53370 - Grounds Maintenance	\$2,485.00	\$2,485.00	\$40,000.00
53405 - Software Maintenance	\$1,866.63	\$1,866.63	\$22,000.00
53440 - External Audit Fees	\$0.00	\$0.00	\$45,000.00
53450 - Consulting Fees	\$66,041.67	\$66,041.67	\$450,000.00
53510 - Travel & Entertainment	\$446.96	\$446.96	\$20,000.00
53520 - Dues & Subscriptions	\$5,062.56	\$5,062.56	\$20,000.00
53530 - Training,Registration Fees,Etc	\$690.00	\$690.00	\$10,000.00
53905 - Economic Development Incentive	\$0.00	\$0.00	\$905,101.00
53907 - Business Recruitment & Retentn	\$4,806.17	\$4,806.17	\$150,000.00
53909 - Prior Year Committed Incentives	\$2,112.00	\$2,112.00	\$11,061,187.00
53920 - Rent	\$6,256.76	\$6,256.76	\$73,128.00
54010 - Building Maintenance	\$5,033.81	\$5,033.81	\$50,000.00
55120 - Maint. - Instruments & Appara.	\$318.88	\$318.88	\$5,700.00
56188 - MOTRAN	\$0.00	\$0.00	\$142,500.00
56202 - General Fund Services	\$44,509.50	\$44,509.50	\$534,114.00
56995 - Project Non Capital - Promotions	\$0.00	\$0.00	\$1,500,000.00
235235 - Midland Development Corp	\$358,693.66	\$358,693.66	\$16,195,908.00

October 2025 Net Income:	\$1,178,982.90
Year-to-Date Net Income:	\$1,178,982.90

Balance Sheet

MIDLAND DEVELOPMENT CORPORATION
BALANCE SHEET FOR THE PERIOD ENDED
October 31, 2025
(Used for Internal Purposes Only)

ASSETS

Current Assets

Cash and cash equivalents	46,608,329	
Investments	-	
Sales tax receivable	-	
Prepaid expenses	134,721	
Accounts receivable	83,500	
	46,826,550	46,826,550

Non-Current Assets

Capital Assets, net	26,432,611	
Forgivable Loans		
Made to Primary Government	-	
Made to Other	6,579	
Total Forgivable Loans	6,579	
	26,439,190	26,439,190

Total Assets	\$	73,265,740
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LIABILITIES AND NET POSITION

Liabilities

Accounts payable	184,417	
Retainage Payable	130,200	
Capital Leases payable	523,818	
Commitments payable		
Due within one year	16,176,506	
Due in more than one year	52,043,428	
Total Commitments Payable	68,219,934	
	69,058,369	69,058,369

Net Position

Net investment in capital assets	26,432,611	
Restricted for Forgivable Loans	6,579	
Restricted for Capital Leases	523,818	
Promotions	2,949,565	
Unrestricted	(25,705,203)	
	4,207,370	4,207,370

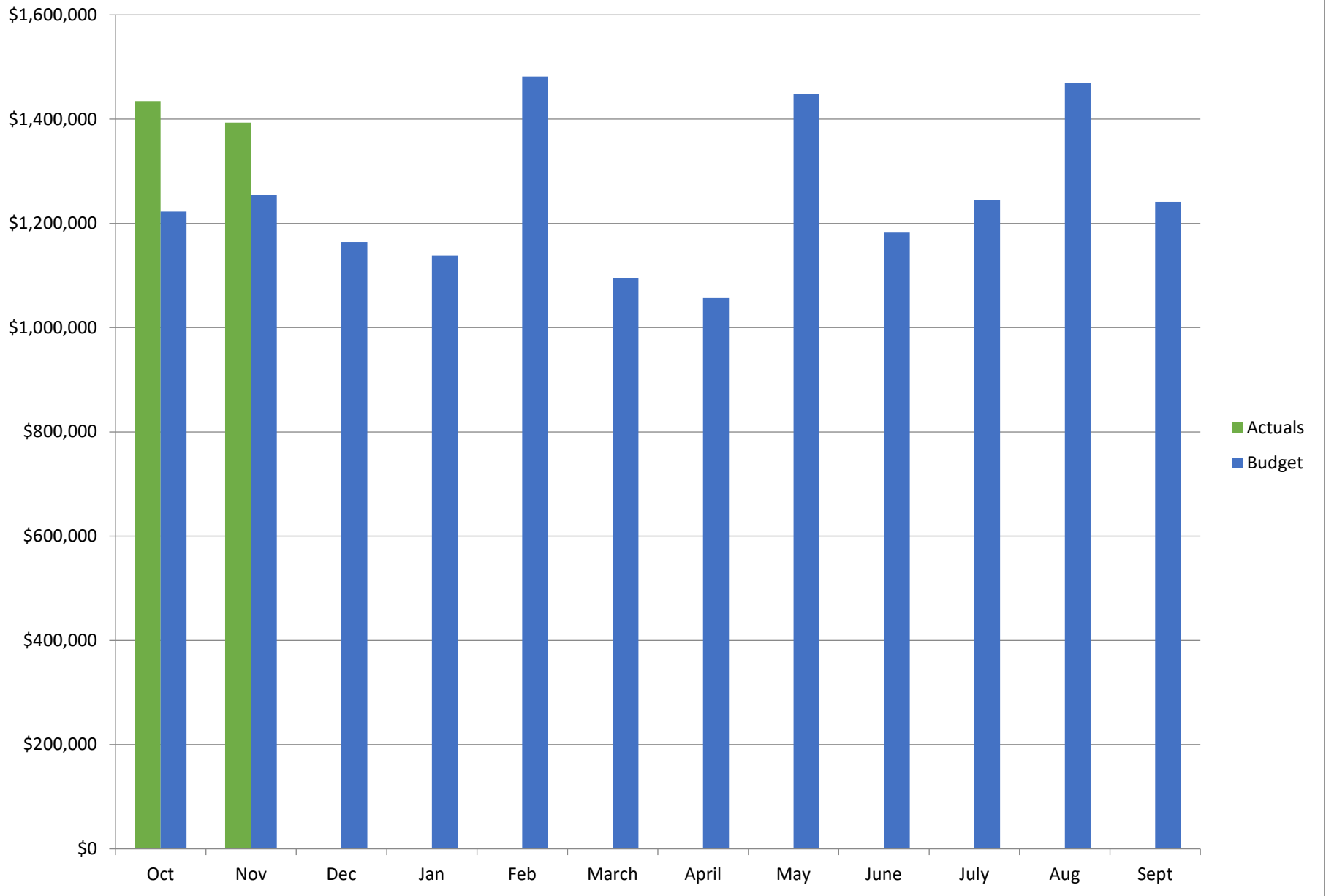
Total Liabilities and Net Position	\$	73,265,740
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Sales Tax Revenue

Sales Tax Variance

	2023-2024	2024-2025	% Change	2024-2025	2025-2026	% Change	YTD Change
October	\$1,376,937.05	\$1,339,067.34	-2.75%	\$1,339,067.34	\$1,434,576.23	7.13%	7.13%
November	\$1,526,083.42	\$1,439,817.92	-5.65%	\$1,439,817.92	\$1,393,146.01	-3.24%	1.76%
December	\$1,363,408.12	\$1,405,626.04	3.10%	\$1,405,626.04			
January	\$1,290,650.15	\$1,352,302.16	4.78%	\$1,352,302.16			
February	\$1,673,418.77	\$1,662,116.28	-0.68%	\$1,662,116.28			
March	\$1,191,145.36	\$1,349,307.23	13.28%	\$1,349,307.23			
April	\$1,226,873.37	\$1,253,723.43	2.19%	\$1,253,723.43			
May	\$1,474,708.24	\$1,711,737.58	16.07%	\$1,711,737.58			
June	\$1,350,292.64	\$1,276,629.36	-5.46%	\$1,276,629.36			
July	\$1,404,616.05	\$1,387,548.82	-1.22%	\$1,387,548.82			
August	\$1,598,380.46	\$1,557,782.82	-2.54%	\$1,557,782.82			
September	\$1,298,093.07	\$1,496,146.41	15.26%	\$1,496,146.41			
Annual Total	\$16,774,606.70	\$17,231,805.39	2.73%	\$17,231,805.39	\$2,827,722.24		


Sales Tax Actuals vs Budget Estimates



Activity Report

MARKETING REPORT

December 1, 2025

A decorative horizontal bar at the bottom of the page, composed of several colored rectangular segments in shades of orange, green, blue, and grey.



SOCIAL MEDIA



**Collective 32.6K followers across all platforms.
More than 1.6M impressions from Jan–Nov 2025.**



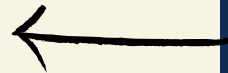
Follower Growth:

- **Facebook +52%**
- **Instagram +23%**
- **LinkedIn +18%**
- **TikTok +11%**

- **Posts with the most interactions were primarily Reels + TikToks (video content).**
- **Largest age segment falls within 25–44 across most platforms.**
- **Top-performing content themes: infrastructure updates, business spotlights, and economic rankings.**



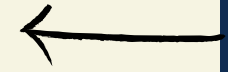
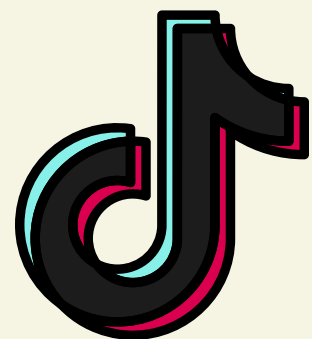
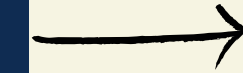
- Top posts reached **68K–91K impressions**, with strong interest in Midland’s economic progress.
- Highest-performing post reached 91K impressions, leading overall engagement.
- **Reels** reached up to **73K viewers**, showing strong watch time and audience retention.
- Best-performing themes: **economic growth, infrastructure improvements, retail expansion, and positive rankings.**



Midland is becoming the crossroads of West Texas, with new interstate connections opening the door to major growth and opportunity!

Companies that invest in Midland now secure first mover advantages as I-14 and I-27 build out. Position your business before demand accelerates!

See the opportunity:
<https://www.midlandtxedc.com/news-and-resources/p/item/64450/expanded-interstate-access-will-reshape-west-texas-connectivity>



Midland Development Corporation
 2,907 followers
 2w · 🌐

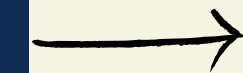
Exciting progress ahead!

The Midland Development Corporation's recent infrastructure funding agreement is helping prepare the city for future growth. A new interchange at SH 191 and CR 1250 will open a new corridor for business growth and improve connectivity.

Read more:



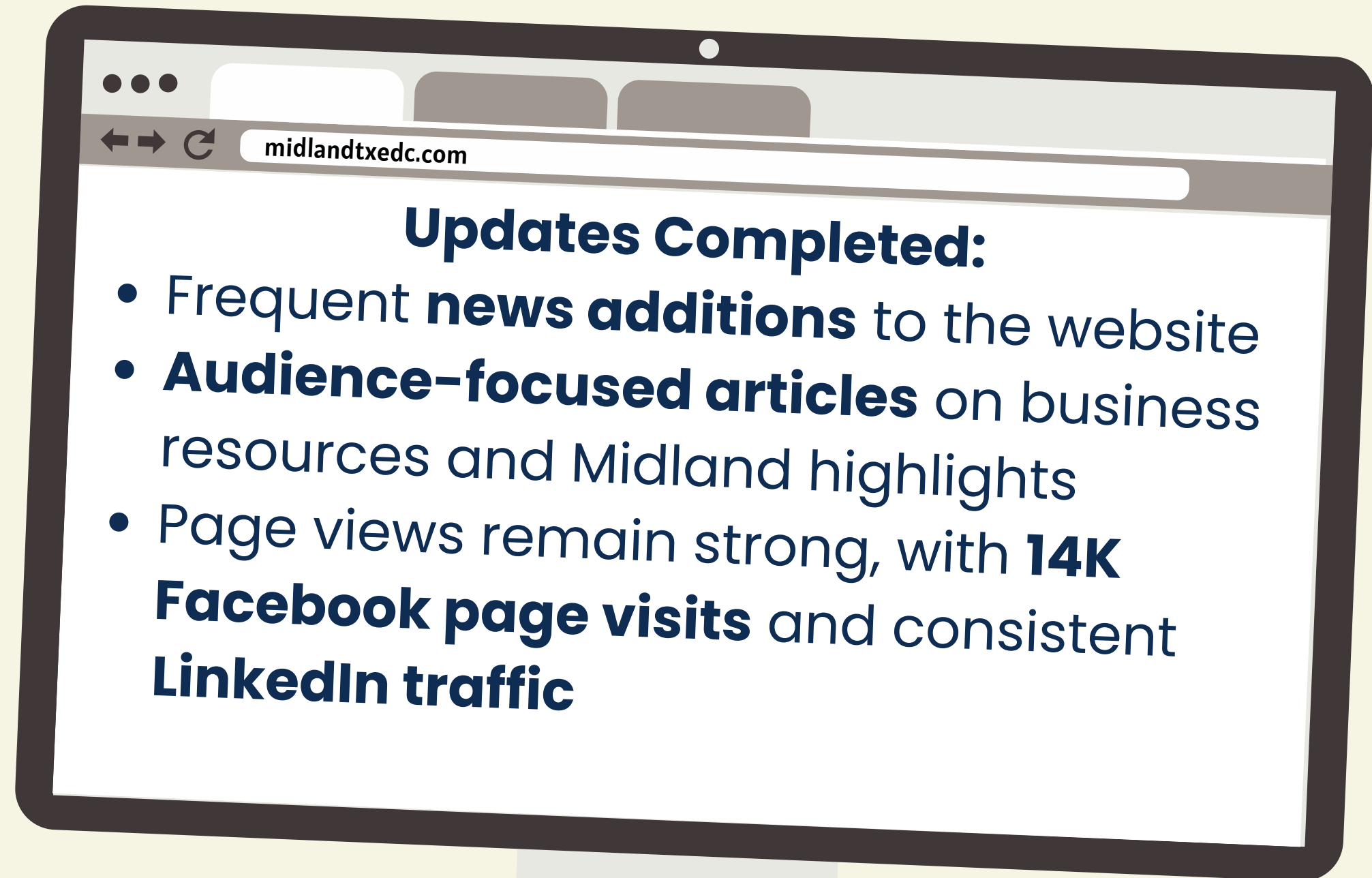
MDC approves \$2.1 million for new SH 191 interchange design
 mrt.com



NEWSLETTER & WEBSITE



Deliveries: 1,090
Open rate: 36.33%
Click rate: 8.07%



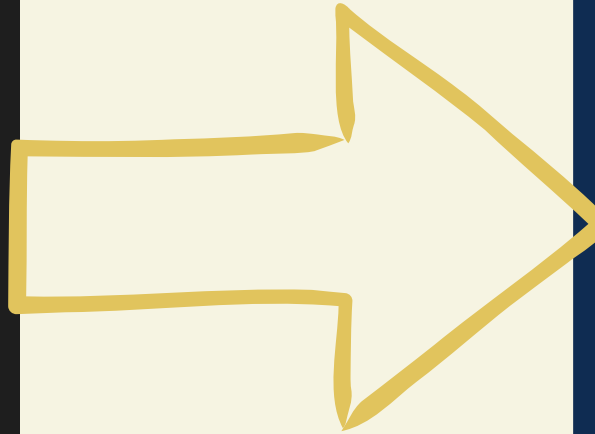
FOUNDERS BLEND




**FOUNDERS
BLEND**

Wednesday, December 3rd
Second Story Coworking
8 am - 9 am

Blending Minds & Building Businesses

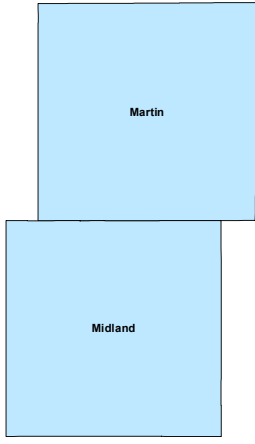
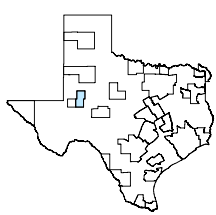


Doors open at 7:30 am!



Midland MSA

August 2025

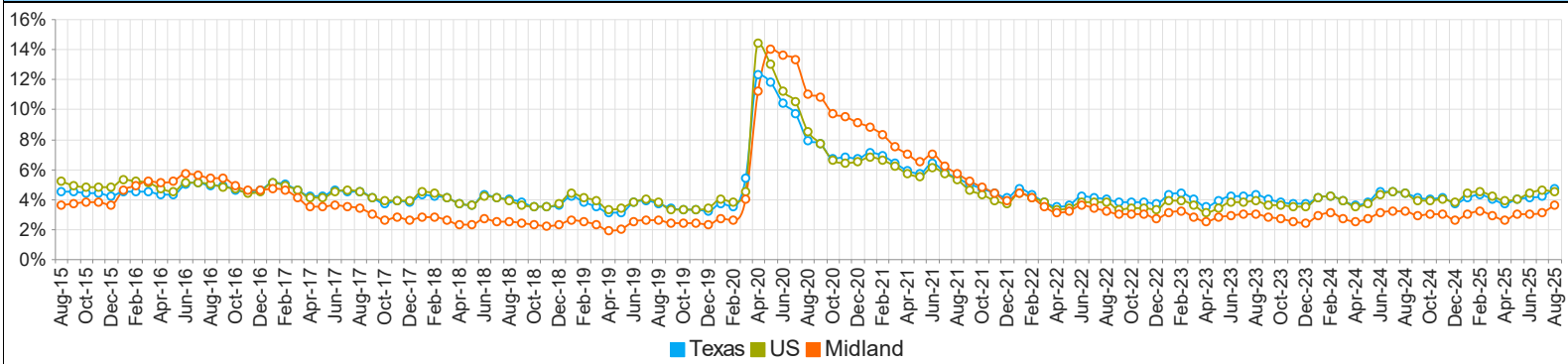


MSA Labor Force Statistics				
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	106,367	106,374	104,102	2,265
Employed	102,589	103,044	100,773	1,816
Unemployed	3,778	3,330	3,329	449
Unemployment Rate	3.6%	3.1%	3.2%	0.4%

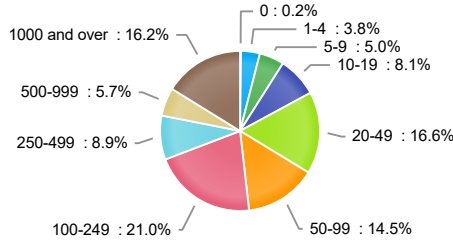
Texas Labor Force Statistics				
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	15,885,187	15,829,036	15,675,864	209,323
Employed	15,144,613	15,157,099	14,978,832	165,781
Unemployed	740,574	671,937	697,032	43,542
Unemployment Rate	4.7%	4.2%	4.4%	0.3%

US Labor Force Statistics				
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	171,035,000	171,646,000	168,763,000	2,272,000
Employed	163,288,000	163,799,000	161,348,000	1,940,000
Unemployed	7,747,000	7,847,000	7,415,000	332,000
Unemployment Rate	4.5%	4.6%	4.4%	0.1%

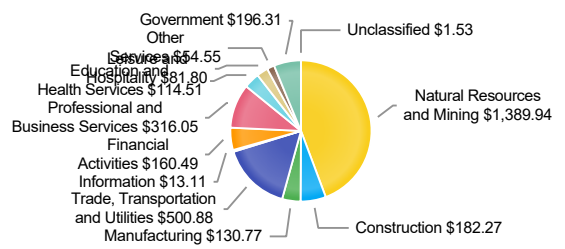
Historical Unemployment Rates



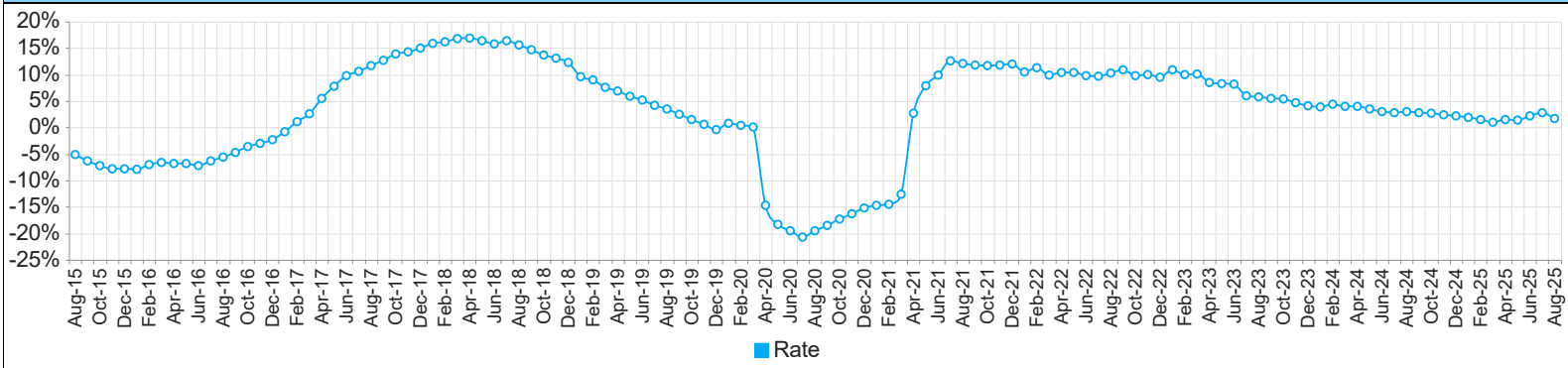
Employment by Size Class (1st Quarter 2025)



Wages by Industry (in millions) (1st Quarter 2025)



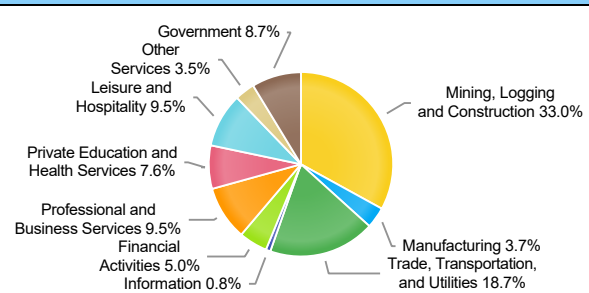
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (August 2025)

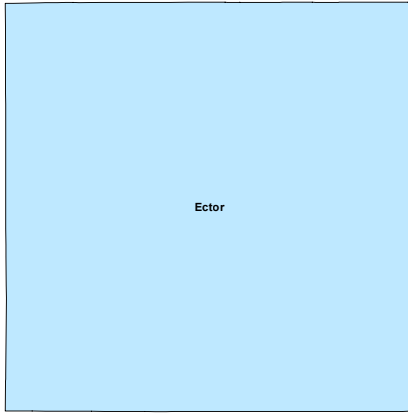
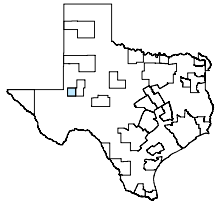
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	126,900	0.0%	1.7%
Mining, Logging and Construction	41,900	-0.5%	-1.2%
Manufacturing	4,700	-2.1%	2.2%
Trade, Transportation, and Utilities	23,700	0.4%	2.6%
Information	1,000	0.0%	0.0%
Financial Activities	6,400	0.0%	3.2%
Professional and Business Services	12,000	0.0%	0.0%
Private Education and Health Services	9,700	1.0%	10.2%
Leisure and Hospitality	12,100	0.0%	2.5%
Other Services	4,400	0.0%	-2.2%
Government	11,000	0.9%	5.8%

Employment by Industry (August 2025)



Odessa MSA

August 2025



Ector

MSA Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	88,183	87,801	86,770	1,413
Employed	84,438	84,468	83,421	1,017
Unemployed	3,745	3,333	3,349	396
Unemployment Rate	4.2%	3.8%	3.9%	0.3%

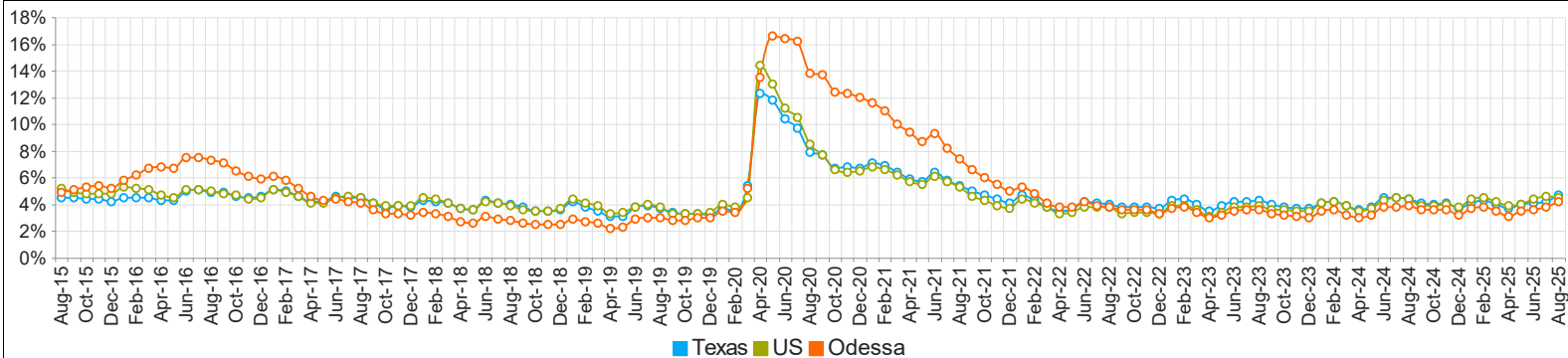
Texas Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	15,885,187	15,829,036	15,675,864	209,323
Employed	15,144,613	15,157,099	14,978,832	165,781
Unemployed	740,574	671,937	697,032	43,542
Unemployment Rate	4.7%	4.2%	4.4%	0.3%

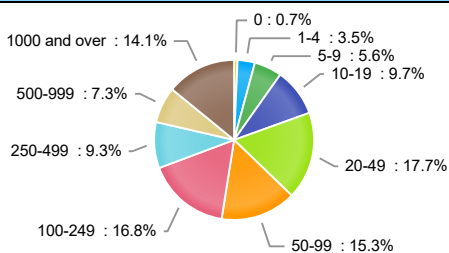
US Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	171,035,000	171,646,000	168,763,000	2,272,000
Employed	163,288,000	163,799,000	161,348,000	1,940,000
Unemployed	7,747,000	7,847,000	7,415,000	332,000
Unemployment Rate	4.5%	4.6%	4.4%	0.1%

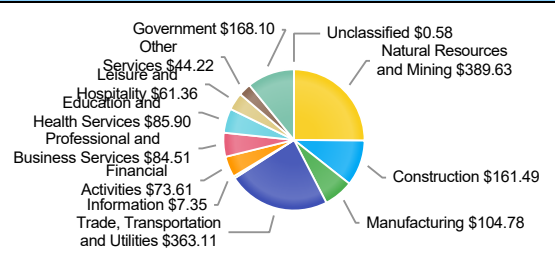
Historical Unemployment Rates



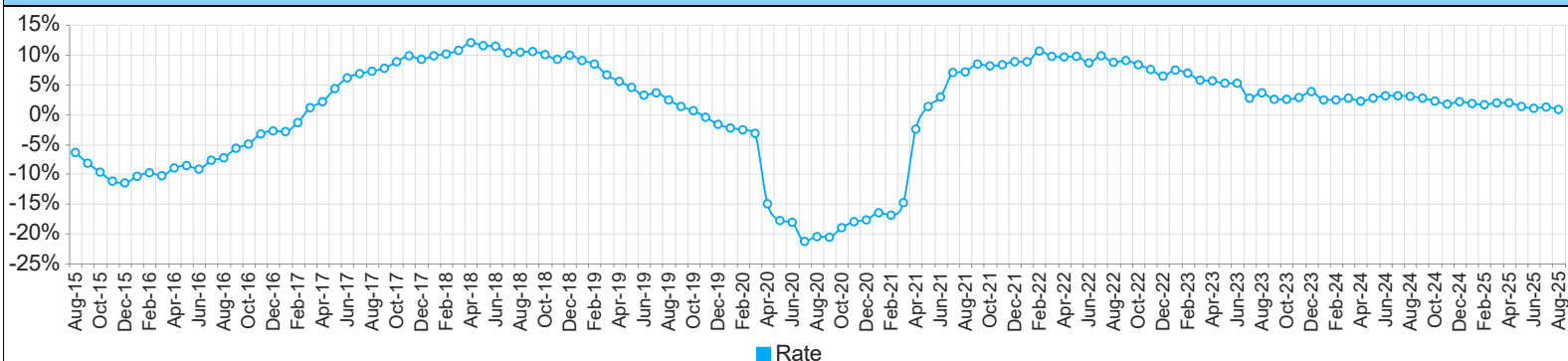
Employment by Size Class (1st Quarter 2025)



Wages by Industry (in millions) (1st Quarter 2025)



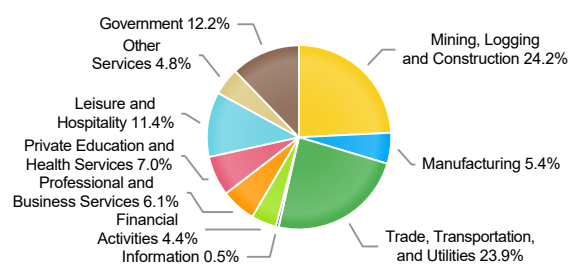
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (August 2025)

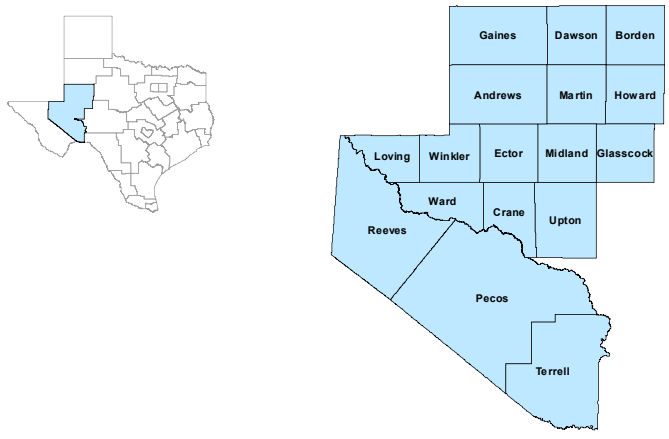
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	83,300	0.1%	0.8%
Mining, Logging and Construction	20,200	1.0%	2.5%
Manufacturing	4,500	0.0%	2.3%
Trade, Transportation, and Utilities	19,900	0.0%	0.5%
Information	400	0.0%	-20.0%
Financial Activities	3,700	-2.6%	0.0%
Professional and Business Services	5,100	0.0%	-3.8%
Private Education and Health Services	5,800	0.0%	1.8%
Leisure and Hospitality	9,500	-1.0%	-1.0%
Other Services	4,000	0.0%	-2.4%
Government	10,200	1.0%	4.1%

Employment by Industry (August 2025)



Permian Basin Workforce Development Area

August 2025



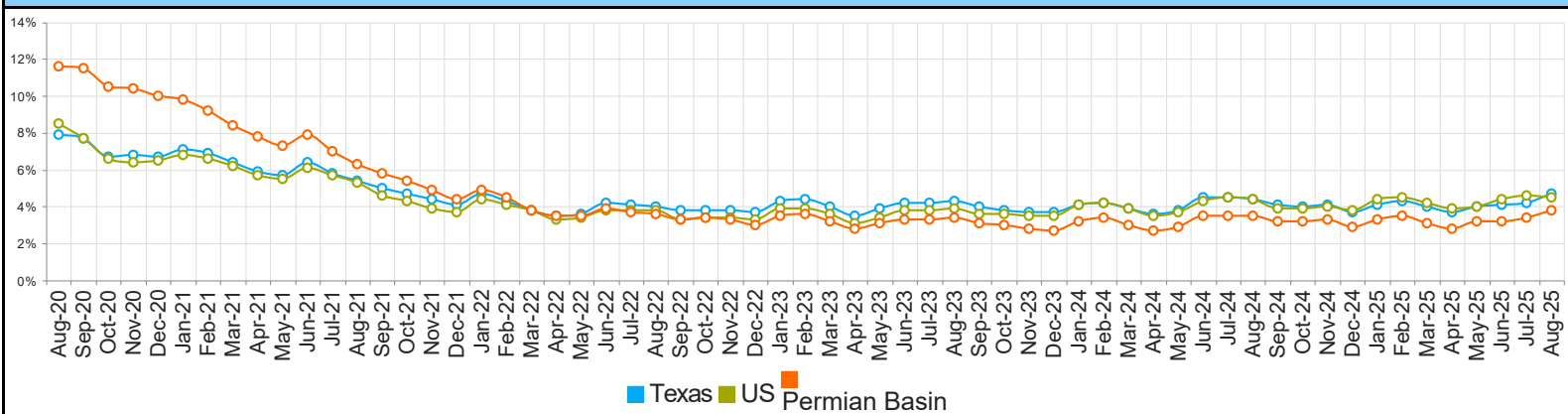
WDA Labor Force Statistics				
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	264,494	263,404	258,458	6,036
Employed	254,395	254,415	249,395	5,000
Unemployed	10,099	8,989	9,063	1,036
Unemployment Rate	3.8%	3.4%	3.5%	0.3%

Texas Labor Force Statistics				
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	15,885,187	15,829,036	15,675,864	209,323
Employed	15,144,613	15,157,099	14,978,832	165,781
Unemployed	740,574	671,937	697,032	43,542
Unemployment Rate	4.7%	4.2%	4.4%	0.3%

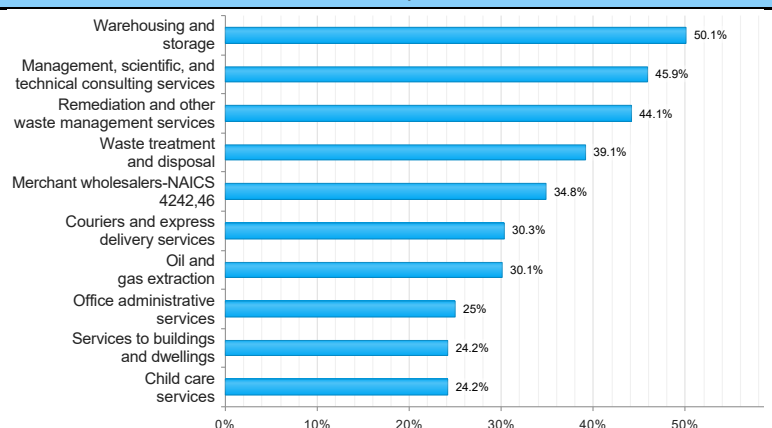
US Labor Force Statistics				
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	171,035,000	171,646,000	168,763,000	2,272,000
Employed	163,288,000	163,799,000	161,348,000	1,940,000
Unemployed	7,747,000	7,847,000	7,415,000	332,000
Unemployment Rate	4.5%	4.6%	4.4%	0.1%

Continued Claims for the Week of the 12th				
	Aug-25	Jul-25	Aug-24	Yearly Change
WDA	1,685	1,712	1,294	391
Texas	137,964	151,993	124,660	13,304

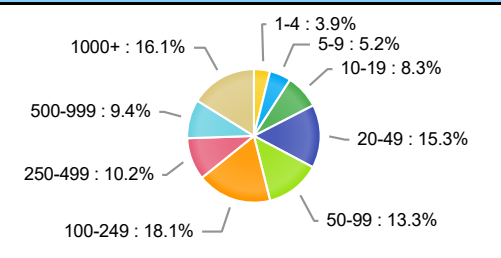
Historical Unemployment Rates



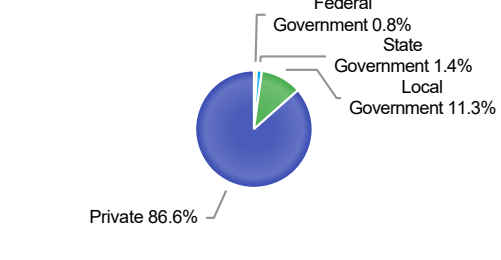
Projected Top Ten Fastest Growing Industries in WDA (% Growth 2022-2032)



Employment by Size Class (1st Quarter 2025)



Employment by Ownership (1st Quarter 2025)



Average Weekly Wage (1st Quarter 2025)

	Q1 2025	Q4 2024	Q1 2024	Quarterly Change	Yearly Change
WDA	\$1,719	\$1,663	\$1,689	\$56	\$30
Texas	\$1,587	\$1,488	\$1,539	\$99	\$48
US	\$1,589	\$1,506	\$1,526	\$83	\$63

Employment by Industry (1st Quarter 2025, Percent Change)

Industry	Employment	% of Total	% Quarterly Change	% Yearly Change
Natural Resources and Mining	56,482	21.4%	-1.3%	-0.4%
Construction	23,622	8.9%	-3.8%	3.5%
Manufacturing	10,913	4.1%	3.0%	1.0%
Trade, Transportation and Utilities	56,050	21.2%	-0.5%	2.5%
Information	1,876	0.7%	-0.1%	8.3%
Financial Activities	11,939	4.5%	-0.6%	5.2%
Professional and Business Services	18,923	7.2%	-2.2%	-0.7%
Education and Health Services	43,443	16.4%	0.1%	3.8%
Leisure and Hospitality	26,035	9.9%	-0.9%	-0.6%
Other Services	7,701	2.9%	0.4%	2.2%
Public Administration	7,123	2.7%	-0.2%	2.7%

Employment by Industry (1st Quarter 2025)

