



# Board Meeting

March 21, 2024

This Page Intentionally Left Blank

**CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING**

9:00 a.m., Thursday, March 21<sup>st</sup>, 2024  
IBC Bank, 221 S. Shoreline, 2<sup>nd</sup> Floor  
Corpus Christi, TX 78401

- 1) Determination of quorum
- 2) Call to Order

**CONSENT AGENDA**

*(At this point, the Board of Directors will vote on all motions, resolutions not removed for individual consideration)*

- 3) Minutes of the Regular Board of Directors Meeting of February 15<sup>th</sup>, 2024.
- 4) Financial Statements.
- 5) Report on absences from 2024 DMD Regular Board of Directors meetings with possible action.

**AGENDA**

- 6) PUBLIC FORUM:  
Please limit presentations to three (3) minutes. If you plan to address the Board during this time, please sign the designated form giving your name, address and topic.
- 7) City and Partnering Organizations Reports:
  - a. Marina Master Plan
- 8) DISTRICT OPERATIONS:
  - a. Clean Team / Block by Block
- 9) PLACEMAKING:
  - a. Wayfinding & Signage Updates
  - b. Mural Fest 2024
- 10) ECONOMIC DEVELOPMENT:
  - a. Projects
- 11) PROMOTIONS:
  - a. ArtWalk
  - b. Special Events – State of Downtown
  - c. Programming
- 12) ORGANIZATIONAL MANAGEMENT:
  - a. Review Resolution FY 2023-2024 Mar-01 Geocentric Website Contract with possible action
  - b. IDA Value of Downtown Study
  - c. 2023 Downtown Perception Survey
  - d. Boundary Expansion Updates
- 13) Board Requests for Next Meeting:
- 14) Adjourn.

**\* EXECUTIVE SESSION**

*Public Notice is given that the DMD Board of Directors may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda, when authorized by the provisions of the Open Meeting Act, Chapter 551 of the Texas Government Code, and that the Board of Directors specifically expects to go into executive session on the following matters. In the event the Board of Directors elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the presiding officer.*

Posted: County Clerk, Nueces County Courthouse. District Office, 921 N Chaparral STE 100. City Secretary, Corpus Christi City Hall IBC Bank, 221 S. Shoreline, 2<sup>nd</sup> Floor

Minutes, Regular Board of Directors Meeting February 15th, 2024  
**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS FOR THE  
CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT**

The meeting of the Board of Directors of the Corpus Christi Downtown Management District was held at 9:00 a.m. on Thursday, February 15th, 2024, at IBC Bank, 2<sup>nd</sup> Floor, 221 S Shoreline, Corpus Christi, TX 78401 pursuant to call and notice in accord with the Texas Open Meetings Act, District Bylaws, and District policy. The following Directors are present for the meeting: Barrera, Charles, Gignac, Gutschow, Kucewicz, Maxwell, Molina, Perez, Peterson, Richline, Shook, Trevino & Votzmeyer-Rios. Also present: A. Mason, A. Albin, E. Beardmore, J. Bodwell, D. Campos, I. Espinosa, A. O'Donnell, V. Villarreal, & P. Wiggins CCDMD, D. Watson, Block by Block, H. Hurlbert, R Penska, & R. Skrobarczyk, City of Corpus Christi, J. Smith, CCPD and A. Escamilla, E.Ramos, & M. Corona of CCW.

Chairman Peterson determined a quorum at 9:00 a.m. Item 1 & called meeting to order Item 2.

Chairman Peterson moved to the **CONSENT AGENDA**, Items 3, 4, & 5 on the agenda.

A motion was made by B. Molina to approve the Consent Agenda. This was seconded by C. Votzmeyer-Rios and passed unanimously.

Chairman Peterson moved to Item 6 on the agenda.

**6) PUBLIC FORUM:**

There were no comments from the public.

Chairman Peterson moved to Item 8 on the agenda.

**8) DISTRICT OPERATIONS**

a) Clean Team / Block by Block

D. Watson provided an update on monthly operations by PowerPoint presentation.

Chairman Peterson moved to Item 9 on the agenda.

**9) PLACEMAKING**

a) Construction Mitigation Tool Kit

D. Campos provided information on the proposed Tool Kit by PowerPoint presentation. Funding for the project has been allocated from the TIRZ#3 budget.

C. Votzmeyer-Rios made a motion for staff to proceed with the project as described. This was seconded by R. Charles and passed unanimously.

b) Wayfinding.

c) Mural Fest 2024

A. O'Donnell provided updates on items 9b. & 9c. by PowerPoint presentation.

Chairman Peterson moved to Item 7 on the agenda.

**7) CITY & PARTNERING ORGANIZATIONS REPORTS:**

a) Seawater Desalination Project with possible action.

Representatives from The City of Corpus Christi and Corpus Christi Water provided information on the project by PowerPoint presentation after which there was some discussion and questions from the Board.

B. Molina made a motion instructing the Executive Director to write a letter, on behalf of the Board, in support of the project. This was seconded by K. Kucewicz and passed unanimously.

Chairman Peterson moved to Item 10 on the agenda.

**10) ECONOMIC DEVELOPMENT**

a) Projects

A. Mason provided updates by PowerPoint presentation.

Chairman Peterson moved to Item 11 on the agenda.

**11) PROMOTIONS.**

a) ArtWalk – Terms & Conditions with Possible Action

E. Beardmore outlined a proposed sponsorship package with Andrews Distributing and sought support from the Board to proceed. J. Richline made a motion of support which was seconded by D. Perez and passed unanimously.

There then followed a discussion on the recent increase in ArtWalk vendors selling CBD & THC products. Direction was sought from the Board on whether to permit sale of these products on ArtWalk. E. Gutschow made a motion to prohibit sale of these items at ArtWalk and this was seconded by J. Barrera. The motion passed with one dissenting vote (J. Richline)

b) Special Events

c) Programming

E. Beardmore provided updates on items 11b. & 11c. by PowerPoint presentation.

E. Beardmore also advised the Board that she has accepted a position with the City of Grapevine, TX and thanked them for their support during her time with the DMD.

Chairman Peterson moved to Item 12 on the agenda.

**12) ORGANIZATIONAL MANAGEMENT:**

a) Boundary Expansion Updates.

A. Mason provided an update by PowerPoint Presentation. Currently, 48.8% have signed the petition.

b) Staff Performance Appraisals with Possible Action.

Chairman Peterson announced at 10:13a.m. that the Board would be going into Executive Session pursuant to the Open Meetings Act, Section 551.074 to discuss Personnel Matters. At this time all members of the public left the Boardroom.

At 10:31a.m. the Board returned to Open Session.

A. Trevino made a motion to approve renewal of a further 3 year contract for the Executive Director commencing February 1<sup>st</sup>, 2024. This was seconded by J. Maxwell and passed unanimously.

C. Votzmeyer-Rios made a motion to approve a step pay raise on the Government Scale for the Executive Director effective from the new contract date. This was seconded by K. Kucewicz and passed unanimously.

Chairman Peterson moved to Item 13 on the agenda.

**13) Board Requests for Next Meeting**

No requests were made.

Chairman Peterson moved to Item 14 on the agenda.

**14) Adjourn**

Meeting adjourned at 10:33a.m.

\_\_\_\_\_ Glenn Peterson, Chairman.

**Corpus Christi Downtown Management District.**

**Balance Sheet**

**As of February 29, 2024**

**Feb 29, 24**

<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>1000 · Bank Deposits</b>	
1100 · Petty Cash	7.59
1150 · PayPal	9,278.67
1215 · American Bank Operating Account	8,517.08
1223 · American Bank EFT Account	282,266.15
1284 · American Bank Office Account	623.22
<b>Total 1000 · Bank Deposits</b>	<u>300,692.71</u>
<b>Total Checking/Savings</b>	<u>300,692.71</u>
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	<u>147,146.00</u>
<b>Total Accounts Receivable</b>	<u>147,146.00</u>
<b>Other Current Assets</b>	
<b>2000 · Current Assets</b>	
2200 · Prepayments	<u>47.16</u>
<b>Total 2000 · Current Assets</b>	<u>47.16</u>
<b>Total Other Current Assets</b>	<u>47.16</u>
<b>Total Current Assets</b>	<u>447,885.87</u>
<b>TOTAL ASSETS</b>	<u><u>447,885.87</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	<u>86,919.26</u>
<b>Total Accounts Payable</b>	<u>86,919.26</u>
<b>Other Current Liabilities</b>	
23100 · Accruals	27,626.00
24000 · Payroll Liabilities	
24200 · Retirement Contributions	<u>3,052.97</u>
<b>Total 24000 · Payroll Liabilities</b>	<u>3,052.97</u>
25500 · Sales Tax Payable	<u>0.10</u>
<b>Total Other Current Liabilities</b>	<u>30,679.07</u>
<b>Total Current Liabilities</b>	<u>117,598.33</u>
<b>Total Liabilities</b>	<u>117,598.33</u>
<b>Equity</b>	<u>330,287.54</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>447,885.87</u></u>

**Corpus Christi Downtown Management District.  
 Condensed Profit & Loss Budget Performance  
 February 2024**

	<u>Feb 24</u>	<u>Feb 23</u>	<u>% Variance</u>	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>						
<b>Income</b>	256,750.55	219,944.04	16.73%	1,034,379.66	2,244,536.00	46.08%
<b>Gross Profit</b>	256,750.55	219,944.04	16.73%	1,034,379.66	2,244,536.00	46.08%
<b>Expense</b>						
60000 - District Operations	51,350.92	49,799.96	3.11%	269,241.54	656,366.00	41.02%
62000 - Economic Development	213.78	0.00	100.0%	2,884.78	21,000.00	13.74%
63000 - Placemaking	11,907.50	2,513.67	373.71%	66,832.21	142,607.00	46.87%
64000 - Promotions	23,228.09	12,908.09	79.95%	109,900.22	305,700.00	35.95%
65000 - Organizational Management	72,069.61	66,201.20	8.87%	412,698.77	1,086,183.00	38.0%
69810 - Transfer to Reserve	0.00	0.00	0.0%	0.00	32,680.00	0.0%
<b>Total Expense</b>	158,769.90	131,422.92	20.81%	861,557.52	2,244,536.00	38.39%
<b>Net Ordinary Income</b>	97,980.65	88,521.12	10.69%	172,822.14	0.00	100.0%
<b>Net Income</b>	<u>97,980.65</u>	<u>88,521.12</u>	<u>10.69%</u>	<u>172,822.14</u>	<u>0.00</u>	<u>100.0%</u>

In accordance with the BYLAWS of the CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT, Section 3.2.

"After 3 unexcused absences or 5 total absences in a calendar year for any reason at regularly called Board of Directors meetings, a Board member's resignation will be required.

**An excused absence is one of the following: (1) Illness or death in the family; (2) Out of town; (3) Unavoidable family, personal or business related emergencies.**

Any other absence is **(4) unexcused.**"

Directors should advise Staff by email in advance of any anticipated absence quoting one of the reasons listed above.

#	Directors - 2024 - attendance	Appt	Exp	Bond	Cell#	1/18	2/15	3/21	Absences
1	Barrera, Jaime. N	4/3/20	9/30/26	1/23	361-563-5083	√	√		0
2	Charles, Robert	12/8/15	9/30/26	1/23	361-815-8199	√	√		0
3	Gignac, Raymond	8/21/01	9/30/24	1/23	361-442-4345	√	√		0
4	Gutschow, Eric	9/12/17	9/30/26	1/23	361-510-4899	√	√		0
5	Kucewicz, Krystof	5/21/20	9/30/24	1/23	505-570-0685	1	√		1
6	Lain, Casey	6/8/10	9/30/26	1/23	361-510-9863	√	1		1
7	Lomax, Lesley	10/17/19	9/30/24	1/23	361-215-0858	√	1		1
8	Maxwell, Janet [Treasurer 9/22-9/24]*	12/18/12	9/30/24	1/23	361-739-8442	√	√		0
9	Molina, Ben	12/15/22	9/30/26	1/23	361-774-0525	√	√		0
10	Perez, Dee Dee [Vice-Chair 2/22-9/24]*	6/8/10	9/30/26	1/23	361-673-2800	1	√		1
11	Peterson, Glenn [Chair 2/22-9/24] *	6/8/10	9/30/26	1/23	361-765-7117	√	√		0
12	Richline, Josh [Secretary 2/22-9/24] *	10/17/19	9/30/26	1/23	361-510-0561	1	√		1
13	Shook, Caitlin	4/10/18	9/30/26	1/23	361-774-6724	√	√		0
14	Trevino, Adrienne	1/19/23	9/30/24	1/23	361-946-9541	√	√		0
15	Votzmeyer-Rios, Cheryl	4/9/19	9/30/24	1/23	361-728-7041	1	√		1
	Number in attendance					11	13		24
	Percentage of attending Directors	Total	15			73.3%	86.7%	0.0%	13.3%
			Term to 9/30/26	[9]					
			Term to 9/30/24	[6]					
	V - In Attendance		* indicates Officer						





# 8. District Operations

# Clean Team / Block by Block Update



## City Collaboration – Public Works

- Met with public works and identified multiple locations downtown in-need of landscaping
- 4 street signs were obscured by tree branches
- 6 traffic sensors were impaired by movement of palm fronds

Before



After



Before



After



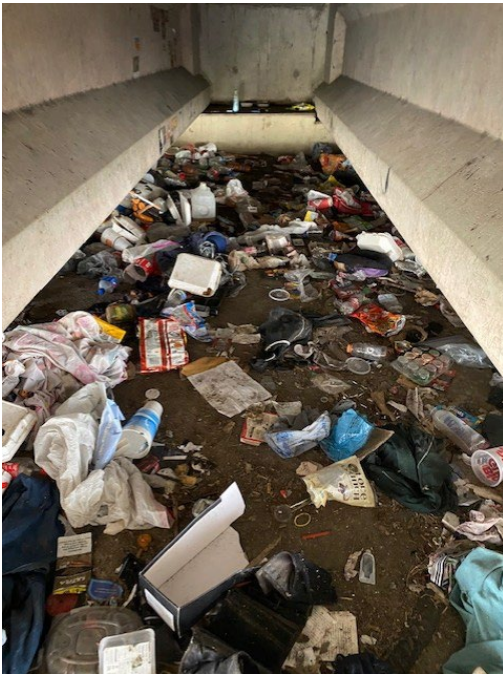
# Clean Team / Block by Block Update



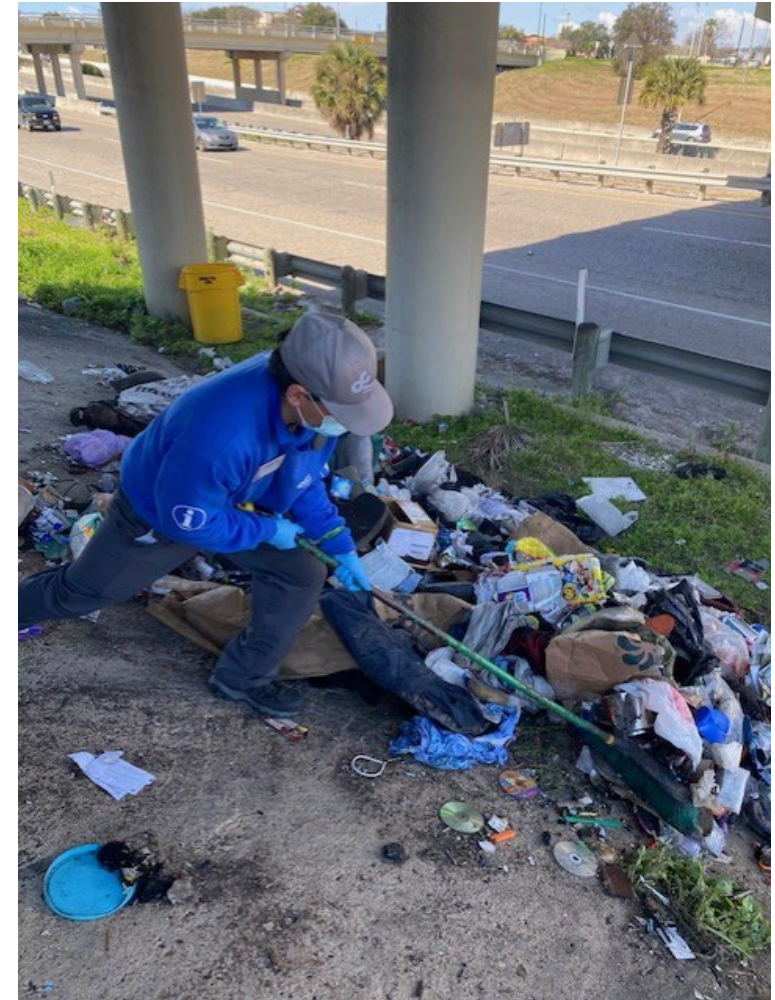
## City Collaboration – CCPD & Bulk Pickup

- CCPD initiated encampment round-up under highway underpasses
- Cleaned out two entire underpasses, each with 7 individual chambers
- Over 40 bags of debris collected throughout process

**Before**



**After**



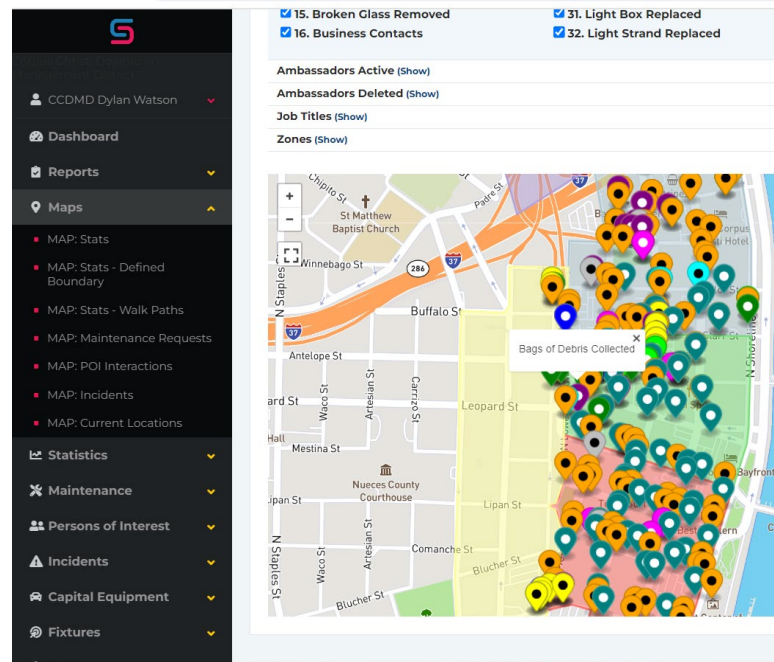
# Clean Team / Block by Block Update



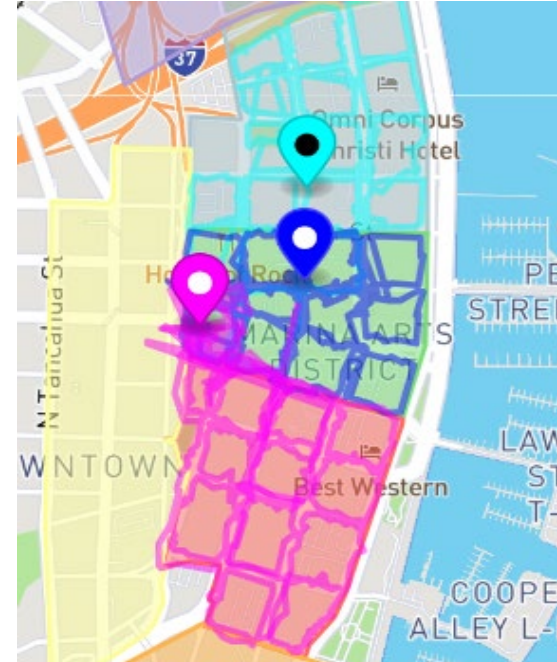
## SMART system – Version 2.0

- Block by Block's proprietary stat tracking system receiving massive upgrade
- More details to come next month

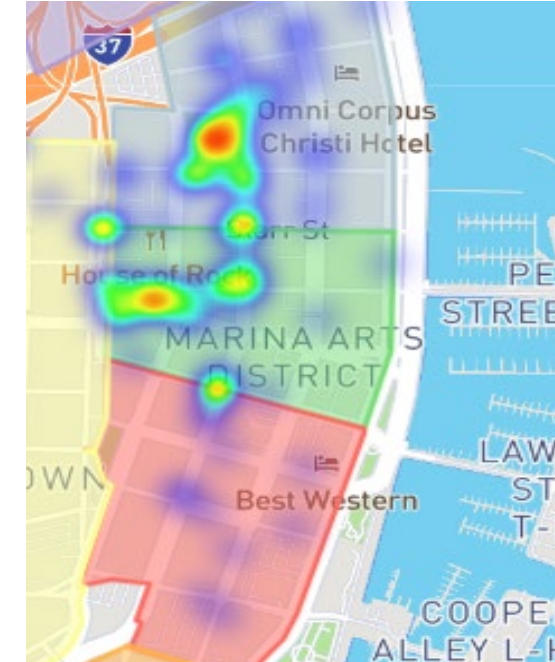
### Statistics



### Walk-Paths



### Heat Maps





# 9. Placemaking

# Wayfinding & Signage Updates

- Installed new standing frame at intersection of Chaparral St & Taylor St
- Ordered remaining frames and will be installed by April ArtWalk
- Installed “Happy Spring” banners on light poles throughout Downtown



# Mural Fest 2024



**\*\*Mural Fest: June 01-08**  
**\*\*Mural Walk: June 07**

- 02/19: Artist RFQ closed - Received 119 applications!
- 02/19: Call for Walls closed - Received 6 wall applications!
  - 4 Exterior: AKA Sushi, All Good Fitness, RETRO, & 520 Starr St (Acock Anaqua)
  - 2 Interior: Lazy Beach Downtown & House of Rock - **\*\*Not using interior walls after all**
- Targeted Walls: Sea Gulf Villa, Atlas Radiator, Centre Theatre, Mesquite St Garage, Ward Building, & Holiday Inn
- 02/29: Held Selection Committee meeting and selected (2) finalists, in addition to the (3) 2023 National Mural Award winners

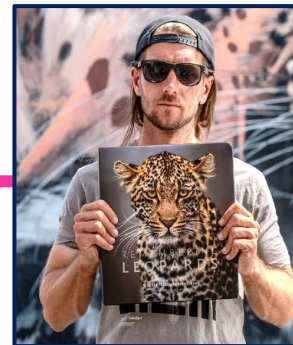
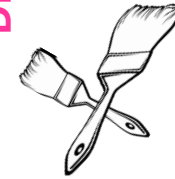


**Stephanie Sanz**  
Dallas, TX



**Anthony Brooks**  
Chicago, IL/Berlin

**DMD Finalists**



**Sonny Behan**  
**Sonny Sundancer**  
Florida/South Africa



**Ernesto Maranje**  
Sunrise, FL



**Andrey Kravtsov**  
**Key Detail**  
New York, NY

**NMA Winners**



# 10. Economic Development



# Gallery 41 (Update)

<b>Description</b>	<ul style="list-style-type: none"> <li>• <b>Complete:</b> all interior and exterior work including new signage, hired staff, passed fire inspection</li> <li>• <b>Outstanding:</b> finalizing menu changes, training staff</li> <li>• <b>Developer's Goal:</b> Grand Opening in April</li> </ul>
<b>Project Cost</b>	\$ 341,676
<b>Incentive Program</b>	<ul style="list-style-type: none"> <li>• Commercial Finish Out : \$55,850</li> <li>• Streetscape &amp; Safety: \$48,735</li> </ul>
<b>TIRZ Deadline</b>	June 30, 2024



# OK HIFI (Update)



<b>Description</b>	<ul style="list-style-type: none"><li>• <b>Complete:</b> flooring, bar build out, lighting, interior paint, electrical upgrades, furniture</li><li>• <b>Outstanding:</b> bathroom build out, storage room build out</li><li>• <b>Developer's Goal:</b> April Grand Opening</li></ul>
<b>Project Cost</b>	\$270,660
<b>Incentive Program</b>	<ul style="list-style-type: none"><li>• Streetscape &amp; Safety - \$ 48,075</li><li>• Commercial Finish Out - \$20,000</li></ul>
<b>TIRZ Deadline</b>	September 30, 2024



# Community Grocery (Update)

<b>Description</b>	<ul style="list-style-type: none"> <li>• <b>Complete:</b> plumbing, electrical in back area, framing</li> <li>• <b>Outstanding:</b> bathrooms, bar build out, interior and exterior finishes</li> </ul>
<b>Project Cost</b>	\$244,402
<b>Incentive Program</b>	<ul style="list-style-type: none"> <li>• Commercial Finish Out - \$30,358</li> <li>• Streetscape &amp; Safety – \$23,212</li> </ul>
<b>TIRZ Deadline</b>	May 31, 2024





# 11. Promotions

# ArtWalk

## March 1, 2024



- **30,800 visits in MAD**
  - 8,632 Visits from Out of Towners (50-mi.)
  - 20,100 in '23 (10,700 record increase!)
- **216 Businesses involved:**
  - 12 ArtWalk Curators
  - 196 Vendors & Food trucks (48 in '23)
  - 20 Featured Businesses
- **Entertainment**
  - 8 Block Parties + 3 Performance Areas
  - 3 Outdoor Stages & Patio Parties (Sponsored by Andrew's)
  - 10 Stages in Venues & Businesses
- **Media Coverage**
  - KRIS 6 NEWS
    - ArtWalk Weather Forecast
    - Live Segment with D. Campos

**FIRST FRIDAY ARTWALK**  
FRIDAY, MARCH 1 6 - 10 PM

**BLOCK PARTIES**

- 1 N Chaparral St. | Live Music by Those Guys | \$1 Pizza Slices | Pop-Up Bar
- 2 Starr Street Showdown - DesireArts | Live Graffiti | Breakdancing | Pop-Up Vendors
- 3 Starr St. East | CATS Express Kids Train | Pop-up Vendors | Food Trucks
- 4 Peoples St. | Corona Premier Music Stage & Patio Party | Miller Lite & Coors Light Music Stage & Patio Party | Pop-Up Bar | Pop-Up Vendors | Weird Corpus
- 5 Hopes Block | Children's Activities | Non-Profits & Community Resources
- 6 S Chaparral St. | Live Music by Carson Miller & The Cowboys | Pop-Up Vendors
- 7 Lomax St. | Shiner Light Blonde Music Stage & Patio Party | Pop-Up Bar | Pop-Up Vendors

**PARK PARTIES**

- 8 Artesian Park Party | Pop-Up Vendors | Food Trucks | Music by DJ Eric
- 9 La Retama Park Party | Pop-Up Vendors | Food Trucks | Live Music by Joe Greene

**POP-UP PARTIES**

- 10 B.U.S. | Full Bar & Food | BarkWalk | Pop-Up Vendors | Live Music by 18 Hours
- 11 Water St. | Margaritas & Full Bar | Pop-Up Vendors | Free Birthday Cake

**EVENTS & LIVE MUSIC**

- 11 Art Museum of South Texas (AMST) | FREE Admission 10 AM to 9 PM | Short Film Screening by Sharon Arteaga 6 - 8:30 PM
- 12 K Space Contemporary | NEW Art Exhibit "All Together Now" by Chad Rea
- 13 Old Kress Live | Sing-Along Piano with Dan & Heather | Full Bar | Food Trucks
- 14 House of Rock | Free Drag Show 6pm | Live Music by Raul Ayala
- 15 Peace of Mind Massage & Natural Healing | Kids Yoga @ 6:30 PM | Pop-Up Vendors | Live Music
- 16 VNP Gallery | Whole Store 50% Off | Vintage Vendors | 6 PM - 10 PM
- 17 Produce Bar Co. | New Art Exhibition | Live Music by Denzy
- 18 RETRO | Full Menu & Bar | Arcade | Live Music by the John Cortez Band | Prohibition Opening
- 19 Prohibition Corpus | NEW Restaurant & Bar | Ribbon Cutting at 6:30 PM
- 20 20/20 Vintage | Locally-Owned Vintage Boutique | Live Music
- 21 The Exchange | Full Menu & Bar | Live Music by the Palacios Bros
- 22 The Artisan Stage | Live Music | Vendors
- 23 The Art Center of CC | NEW Art Exhibits Opening Reception 5-9 PM | Pop-Up Bar
- 24 The Annex | Live Music by Matt Hole & The Hot Rod Gang | \$7 Moscow Mules

**ARTESIAN PARK PARTY**

**LA RETAMA PARK PARTY**

**PARADE VIEWING & EVENT**

**DOWNTOWN'S MARINA ARTS DISTRICT**

Outdoor Stages  
Indoor Stages  
Parking  
Ride Share Drop-off



**ART WALK WEATHER**

6:00 PM	65	ESE 9
7:00 PM	62	ESE 8
8:00 PM	60	SE 7
9:00 PM	59	SE 7
10:00 PM	58	SE 6

**FIRST FRIDAY ARTWALK**

# Special Events

## State of Downtown



- **Event Date 3/28**
  - Thursday, March 28, 2024
  - 6-9 p.m. @ BUS
- **Tasting Features**
  - **Cocktail Tastings:** Gold Fish/Cassidy's, Brewster St. Retro/Prohibition
  - **Appetizer Tastings:** House of Rock, Water St. Oyster Bar/Sushi Room, Nueces Brewing & Barbecuing
  - **Dessert Tastings:** Gallery 41, The Mariner, Central Kitchen
- **Sponsorship & Tables Sales - \$27,800 Total**
  - **\$9,000** – Sponsorships
  - **\$18,800** – Table Sales
  - **\$30,000** – 2024 Budget
- **RSVPs**
  - 170+ RSVPs
  - **NOTE:** Attire is Futuristic Formal (Bright, shiny, metallics)



# Programming

- **54 DBA Members 23'-24'**
  - 5 New!
- **02/21 - February Meeting**
  - Held at BUS
- **03/20 - March Meeting**
  - Held at The Exchange
- **Food & Beverage Photoshoots**
  - February: Water St. Oyster Bar, Central Kitchen, El Camino, The Gold Fish, Cassidy's Irish Pub & Lazy Beach Brewing Downtown
- **Promotions**
  - March – Womens History Month, March (Marg) Madness, St. Patrick's Day, TAMUCC Beach Volleyball Tournament



- **Sponsors & Partners**
  - **Fleet Feet** – Presenting Sponsor
  - **AEP Texas** – Ambassador & Merch
  - **CC Run Club After Dark** – Co-producer
- **After Party**
  - **The Annex** – February
  - **Rebel Toad** – March
- **Run Club Stats - February**
  - **605** total members (**29** new)
  - **311** runners in Jan.
  - **213** runners in Feb.
- **Themed Run**
  - **March** – Shamrock Run/Walk 5k
  - **April** – Como La Flor Run/Walk 5k (Best Dressed Selena)





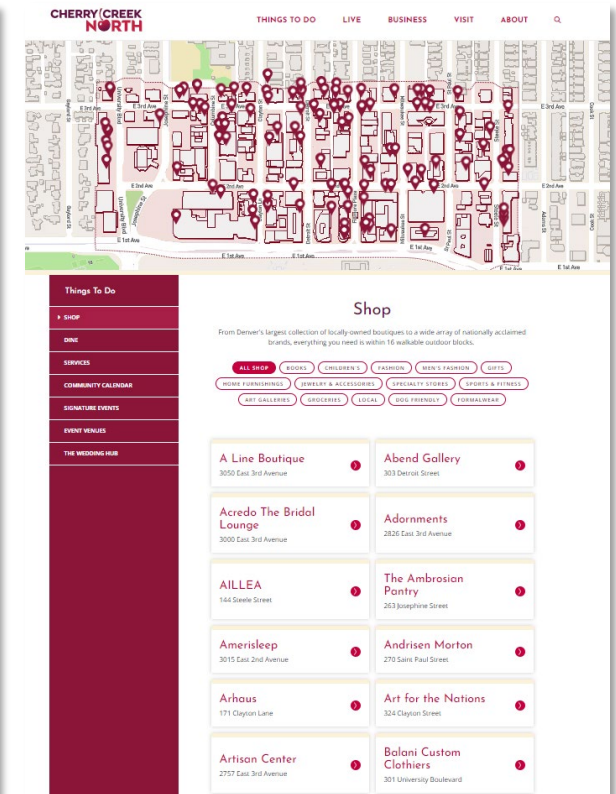
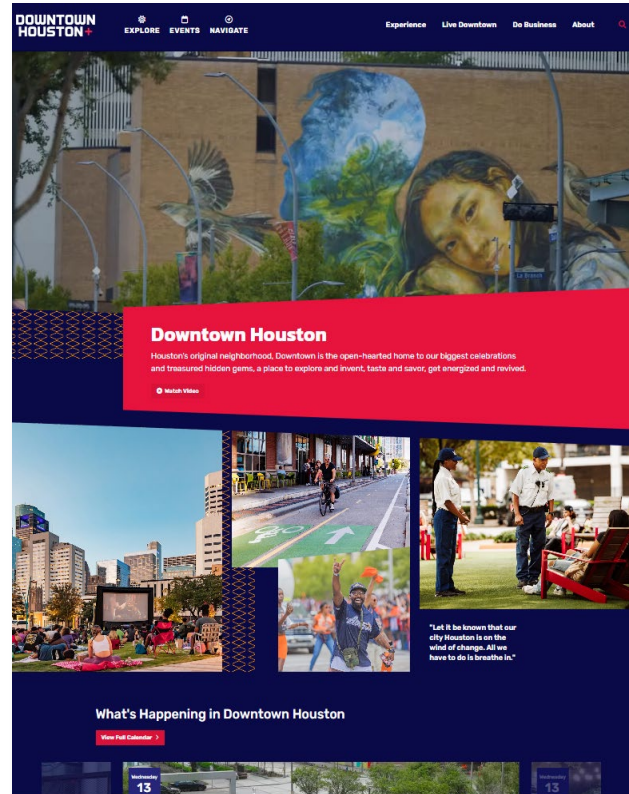
# 12. Organizational Management



# Geocentric Website Contract with possible action



- **Important dates**
  - RFP opened from January 19- February 19
- **Received two proposals**
- **Selection Committee process**
  - March 8 - Held selection committee meeting & conducted interviews with website design firms
  - Selected Geocentric which specializes in DMDs
- **12 Weeks from Research to Launch**
  - Mid-April to Mid-July
- **\$41,500** one time build out cost
- **\$8,000** annual software subscription



**Memo**

**To:** DMD Board of Directors  
**Through:** Alyssa Barrera Mason, Executive Director  
**From:** Alan Albin, Finance and Administration Manager  
**Date:** March 21, 2024  
**Subject:** Resolution FY 2023-2024-Mar-01 Geocentric Website Contract



**Action Requested**

Motion to approve Resolution FY 2023-2024-Mar-01 Geocentric Website Contracts.

**Overview**

The DMD’s website was built through the TIRZ Branding project in 2017. Over time, the addition of add ins by various team members to the Word Press platform has created a confusing back end that takes a significant amount of time to attempt to update. We requested and were approved for a \$50,000 budget in the FY 2024 TIRZ #3 Budget to have the website rebuilt.

We conducted an RFP and placed notice on our website and social media channels in January. We received two responses. The responses were evaluated by a selection committee consisting of related staff and an Executive Committee member. The evaluation consisted of a matrix scoring system and an interview. The first proposal had an average score of 52. The selected proposal had an average score of 92.

Geocentric is used by 75+ downtown districts and goes beyond a website into a web-based business operation platform. It will bring templates for best practices used by premier downtown districts. It will also save significant staff time by implementing user friendly back end platforms, versus requiring us to source and implement add-ins manually.

The one time cost for build out is \$41,000. The ongoing annual cost will be \$8,000 per year. This will be a savings, as we currently pay \$11,400 for the two ongoing operational contracts for our current site. While this cost is below the required board threshold, we are bringing forward for awareness and transparency. The project will begin Mid April and conclude Mid-July.

**Attachments:**

1. Resolution FY 2023-2024-Mar-01 Geocentric Website Contract
2. Geocentric Standard Services Agreement
3. Statement of Work – Citylight Website
4. Citylight Subscription Agreement

**RESOLUTION FY 2023-2024-Mar-01  
TO APPROVE WEBSITE CONTRACT FOR GEOCENTRIC**

WHEREAS, the CCDMD board has reviewed the Geocentric Website Contract in Resolution FY 2023-2024-Mar-01 on March 21, 2024;

NOW, THEREFORE, BE IT RESOLVED that staff is instructed to implement the Geocentric Website Contract.

The above resolution statements were approved and declared adopted on this 21<sup>st</sup> day of March 2024.

---

Glenn Peterson  
Chairman

---

Josh Richline  
Secretary

# Geocentric Standard Services Agreement

Version 1.0– Feb 1, 2021

This Standard Services Agreement is effective once signed and dated by both parties and is between **Geocentric LLC, a Maryland Limited Liability Company** (“Company”) and **Corpus Christi Downtown Management District** (“Client”). Capitalized terms in this agreement that are not otherwise defined have the meanings given in Section 12. The parties agree as follows:

**1. Statements of Work.** Company shall provide Client the services and Deliverables described in any document that references this agreement, details the fees for such work, and is signed by the parties (each an “SOW”). Upon signing, each SOW becomes part of this agreement. If an SOW conflicts with this agreement, the terms of the SOW control as to the work described in the SOW.

**2. Services; Fees; Billing Disputes.** Client shall pay all invoiced fees and approved expenses as provided in the SOW. If Client disputes any amount invoiced, Client must give Company written notice describing the dispute in reasonable detail prior to the date the invoice is due. Client may not dispute invoices after the invoice due date. Services provided outside the scope of an SOW will be billed at Company’s applicable hourly rates.

**3. Client Obligations.** In addition to any assumptions or obligations in an SOW, Client shall (a) timely provide Client Materials necessary for Company’s performance of its services; (b) ensure that Client stakeholders are available and responsive over the course of the project; (c) ensure that all Client feedback and approvals are provided through a single point of contact; and (d) provide any access necessary for Company to perform its services. (“Client Obligations”). If Client repeatedly or unreasonably fails to perform the Client Obligations, Company may provide written notice specifying the failure and request that Client correct the failure. If Client does not correct the failure within 10 days of its receipt of the notice, Company may, by written notice to Client, stop work under the SOW and invoice for services provided through the date of work stoppage. To resume services, Company may require an amendment to the SOW.

**4. Acceptance.** Client shall accept or reject each Deliverable in writing within 5 days of receipt (the “Approval Period”). Deliverables may only be rejected for materially failing to conform to Specifications. Notice of rejection must be in writing and specify the reasons for rejection. If Client does not accept or reject a Deliverable within the Approval Period, it is deemed accepted. Upon receipt of a timely rejection notice, Company will promptly correct any non-conformities at Company’s expense.

**5. Termination of SOWs.**

**(a) Termination by Client.** Client may terminate an SOW on written notice to Company (i) if Company fails to cure a material breach of this agreement within 15 days of receiving written notice of the breach from Client; or (ii) for any other reason by paying all fees and approved expenses incurred prior to termination and the Early Termination Fee.

**(b) Termination by Company.** Company may terminate an SOW on written notice to Client if Client fails to cure a material breach of this agreement within 15 days of receiving written notice of the breach from Company. Upon such termination, Client shall pay all and approved expenses incurred through the date of termination.

**6. Confidential Information.** Each party (the “Discloser”) may disclose Confidential Information to the other party (the “Recipient”) in connection with this agreement. The Recipient agrees to (a) maintain the Confidential Information in confidence; (b) protect the Confidential Information with a reasonable degree of care, including employing industry standard security procedures to prevent unauthorized disclosure of Confidential Information; (c) not use the Confidential Information except in the performance of its obligations under this agreement; and (d) disclose the Confidential Information only to those of its employees and agents who have a need to know the Confidential Information and who are bound by agreement or law to maintain the confidentiality of the information.

**7. Intellectual Property.** Subject to Company’s receipt of payment under the SOW, Company assigns to Client all of Company’s rights in the Deliverables (other than Company Tools incorporated in the Deliverables). Upon assignment, Company grants Client a nonexclusive, royalty-free, worldwide license to use, modify, display, and otherwise take full lawful advantage of the Company Tools in connection with the Deliverables. Company shall provide Client with a copy of any licenses applicable to any Third-Party Materials included in the Deliverables (the “Third-Party Licenses”). Client shall comply with the terms of such licenses. Client grants Company a license to use the Client Materials as contemplated by this agreement.

**8. Promotional Rights.** Upon Client’s publication of any Deliverable, Company may publicize depictions of the Deliverables, link to any online content containing the Deliverables, and describe its role in creating of the Deliverables. Company may (i) publicize the fact that Client is Company’s client; (ii) describe the nature of its work for the Client; and (iii) subject to any reasonable restrictions imposed by Client, utilize Client’s trade name(s) and trademark(s) in connection with its publicity.

## **9. Warranties.**

**(a) Mutual Warranties.** Each party warrants that (i) it is authorized to enter into and perform this agreement; (ii) entering into and performing this agreement will not conflict

with any other agreement to which the party is bound; and (iii) it will perform under this agreement in accordance with applicable law.

**(b) Company Warranties.** Company warrants that (i) it will perform its services in a professional manner and in accordance with industry standards; (ii) it will assign personnel who are reasonably experienced and qualified to perform its services; (iii) upon delivery and for a period of 30 days thereafter, the Deliverables will materially conform to the Specifications; and (iv) to its knowledge, the Deliverables will not, if used by Client as contemplated by the SOW and in accordance with any Third-Party Licenses, infringe any third-party intellectual property rights.

**(c) Client Warranties.** Client warrants that, to its knowledge, the Client Materials will not, if used by Company as contemplated by the SOW, infringe any third-party intellectual property rights.

**(d) Disclaimer.** Except as provided in this Section, each party's performance under this agreement is provided "AS IS" and without other warranty, including without limitation any warranties arising from the course of performance, course of dealing, or usage of trade.

## **10. Indemnity & Limit on Liability.**

**(a) Indemnity.** Subject to Section 10(c), Company shall indemnify and defend Client and its employees, officers, directors, shareholders, members, and managers (collectively, the "Indemnitees") from any damages, expenses, fees, fines, penalties, expenses (including reasonable attorney's fees) and costs incurred by the Indemnitees in connection with any third-party claim arising out of Company's breach of this agreement, negligence, or intentional wrongdoing (a "Claim"). As a condition to Company's indemnification obligation, the Indemnitees shall give Company prompt written notice of any Claim or potential Claim. In any defense, (i) Company has the sole right to defend and settle the Claim using counsel of its choosing; and (ii) the Indemnitees shall reasonably cooperate with Company in the defense and settlement of the Claim.

**(b) Exclusions.** Company is not liable under Section 10(a) to the extent that Claims result from: (i) the negligent or willful acts of an Indemnitee; (ii) Company's compliance with the instructions of Client; or (iii) a claim that a Deliverable is infringing where the alleged infringement is due to modifications made by (or on behalf of) Client.

**(c) Limit on Liability.** Each party's maximum liability in any action relating to the subject of this agreement is limited to the total fees payable by Client pursuant to the SOW that is the subject of the dispute. This limitation does not apply to damages arising from a party's gross negligence or intentional wrongdoing, the Conversion Fee, or to attorney's fees and costs payable pursuant to Section 14(a). Neither party is liable for any claim for lost profits or similar damages, even if foreseeable and regardless of the form of action.

**11. Non-Solicitation.** The parties shall not, while services are being performed by Company and for one year after the last day on which services were provided, solicit, induce, or recruit, directly or indirectly, for itself or for any other party, the other party's employees. The parties agree that damages resulting from a breach of this Section 11 would be difficult to quantify, but that a reasonable estimate of such damages is 50% of the total compensation paid to the subject employee in the twelve months preceding the breach (the "Conversion Fee"). As liquidated damages for breach of this provision, the breaching party shall pay the Conversion Fee to the other party.

**12. Definitions.** The following terms have the meanings given:

**"Company Tools"** means Company's intellectual property (including its designs, methods, software, and trade secrets) that either preexist this agreement or are developed by Company other than in providing services for Client under this agreement. Company Tools includes any improvements that are not uniquely applicable to the Deliverables.

**"Client Materials"** means all documents, information, designs, data, specifications, graphics, logos, trademarks, written content, and other materials provided by or on behalf of Client to be used by Company in connection with the preparation of or incorporated into the Deliverables.

**"Confidential Information"** means information that, either, is identified as confidential upon disclosure, or that the Recipient should understand to be confidential under the circumstances; provided, Confidential Information does not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any act or omission by the Recipient; (ii) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided, such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by any contractual obligation; (iii) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Discloser pursuant to this agreement; or (iv) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Discloser's Confidential Information.

**"Deliverables"** means the final versions of the materials produced and delivered by Company pursuant to this agreement. Deliverables may include Client Materials, Company Tools, Third-Party Materials, and Work Product.

**"Early Termination Fee"** means an amount equal to 25% of the fees that would otherwise have been charged for the canceled portion of the project.

“**Specifications**” are functional or technical specifications for work described in an SOW or that have been otherwise agreed to in writing by Client and Company.

“**Third-Party Materials**” means materials belonging to third parties that are incorporated into the Deliverables, including without limitation open source software, fonts, and stock images.

“**Work Product**” means the materials first created by Company for Client in the course of performing the services pursuant to this agreement.

### **13. Miscellaneous.**

**(a) Taxes.** Company shall pay all taxes on its income and employment taxes for its personnel. Client shall pay any sales, use and value added taxes.

**(b) Insurance.** While providing services, Company shall maintain in effect policies of commercial general liability insurance with limits of at least \$2,000,000 per occurrence and professional liability (errors and omissions) insurance with limits of at least \$2,000,000 per occurrence. Upon written request, Company will provide Client with proof of the insurance coverage required by this section.

**(c) Relationship of the Parties.** Company is an independent contractor and not Client’s partner. The parties are not engaged in a joint venture. Company’s employees are not to be considered Client’s employees for any purpose. Company is solely responsible for the means and manner of performing the services.

**(d) Attorney’s Fees.** The prevailing party in any dispute regarding the subject of this agreement is entitled to recover its reasonable attorney’s fees, expert’s fees, and costs.

**(e) This Agreement.** This agreement (including all SOWs) is the entire agreement of the parties with respect to its subject. All prior and contemporaneous agreements are superseded. This agreement may only be amended by a writing signed by both parties. This Agreement may be signed in counterparts. Each counterpart constitutes an original and all together constitute a single agreement. If any term of this Agreement is determined to be unenforceable, the remainder of this Agreement will not be affected. This Agreement was negotiated by sophisticated parties and will not be construed in favor of or against either party.





By signing below, the parties accept this agreement.

Geocentric LLC  
909 Rose Ave, Ste 400  
North Bethesda, MD 20852

Corpus Christi DMD  
921 N Chaparral St, Suite 100  
Corpus Christi, TX 78401

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

James W Blakeslee  
\_\_\_\_\_

\_\_\_\_\_  
Name

President  
\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Statement of Work – Citylight Website

Version 2.0– March 13, 2024

This STATEMENT OF WORK (“SOW”) is effective once signed and dated by both parties and is between **Geocentric LLC** (“Company” or “us” and “we”) and **Corpus Christi Downtown Management District** (“Client”). This SOW is subject to the most recent Standard Services Agreement between Client and Company. Capitalized terms not defined in this SOW have the meanings given in the Standard Services Agreement (SSA).

### SUMMARY

Geocentric has been selected by the Client to deliver website design and development services and to complete the front-end development (e.g., crafting of HTML, CSS, and JavaScript elements) for a Citylight CMS based website.

### SERVICES AND DELIVERABLES

**Included Work.** Company’s services and Deliverables include:

- Web Design to Match Existing Brand based on Brand Guidance
- DNS and Domain Setting support.
- Web server setup and configuration.
- Citylight CMS setup and account creation for multiple users.
- Initial Sitemap setup
- Initial data import/migration and content loading of all content
- Design of website templates to suit client's visual identity
- Development and coding of all CMS templates
- Integration of Mapbox interactive maps
- Client CMS Training (via Zoom)
- Setup of Google Analytics and/or Google Tag Manager
- Setup of Google Web Console and live Sitemaps feed
- Launch of the website at a mutually agreed upon time

**Excluded Work.** Company’s services and Deliverables only include the items listed above, and do NOT include the following:

- Design services for print design.
- Copywriting and copyediting.
- Creation, sourcing, or selection of photography for the site.
- Trademark, patent, or copyright clearances

- Maintenance of *client provided* third party plug-ins or social media tools after launch
- Regulatory compliance, e.g., privacy, security, accessibility, disclosures, financial, etc.
- Content loading or editing after site launch.
- Search engine marketing or search engine optimization consulting services.
- Domain Name Ownership or Domain Name Related Fees
- Email Hosting

### **Specifications**

Company's work will be prepared to the following specifications:

- The site will be developed to be mobile first and responsive, using the current version of Bootstrap.
- The site will be developed to load quickly targeting a score above 90 on Google speed tests.
- The site will be developed to be compatible with all modern browsers.
- The site will be developed with a target goal of WCAG level AA accessibility compliance.

### **Assumptions and Client Obligations**

In addition to Client's obligations described in Section 3 of the SSA, Company's obligations under the agreement are subject to the following:

- Design assets and content will be delivered by Client in a timely manner.
- Client's data handling practices will comply with all applicable privacy laws.
- Client's engagement of Company will not cause Company to be treated as a "data processor" or "data controller" under GDPR. No personally identifiable customer or user data relating to EU citizens will be provided by Client.
- Client will provide timely feedback and responses to questions in order to meet the target schedule.

### **Schedule**

Geocentric will begin work mid-April 2024 and the site will launch on or about mid-July 2024.

### **Fees, Expenses, and Payment**



Geocentric will provide the the web development services described herein at a fixed one-time price of \$37,500. This fixed price reflects an estimate of 250 hours of labor priced at our non-profit rate of \$150 per hour.

This work will be invoiced as follows:

- 1/3 of this amount (\$12,500) will be paid as a project deposit at the outset of the project, prior to the commencement of any work. (April 2024)
- 1/3 of this amount (\$12,500) will be invoiced NET 30 at the completion of the phase 2, the design process, approximately at the midpoint of the project (approx 6/1/2024)
- The final 1/3 (\$12,500) will be invoiced NET 30 after the final launch of the website and completion all related tasks. (approx 8/1/2024)

Should any new work arise or become proposed during development that would change this scope of work and related costs, we would obtain your written approval to do that need work via a new Statement of Work.



By signing below, the parties accept this SOW.

Geocentric LLC  
909 Rose Ave, Ste 400  
North Bethesda, MD 20852

Corpus Christi DMD  
921 N Chaparral St, Suite 100  
Corpus Christi, TX 78401

\_\_\_\_\_  
Signature

James W Blakeslee

\_\_\_\_\_  
Name

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Citylight® Subscription Agreement

**CITYLIGHT® SUBSCRIPTION FEES:** \$8,000 per year, prepaid at \$2,000 per quarter.  
With respect to section 4.1 herein, the subscription rate will remain steady for the initial 3  
years of service. Price increases after that, if any, will require 6 months advance notice.

**CITYLIGHT® SUBSCRIPTION DOMAIN:** 1 site on 1 domain: godowntowncc.com and related devsite

**CITYLIGHT® SUBSCRIPTION INITIAL TERM:** First Quarter: July 1, 2024 – Sep 30, 2024  
(with no cost for service before 7/1/24) \$2,000 will be invoiced (net 30) on July 1.

This Agreement is effective once signed and dated by both parties and is between **Geocentric LLC** (“Company”) and **Corpus Christi Downtown Management District** (“Client”). This Agreement includes and incorporates the attached Scope of Services and Terms and Conditions.

Geocentric LLC  
909 Rose Ave, Ste 400  
North Bethesda, MD 20852

Corpus Christi DMD  
921 N Chaparral St, Suite 100  
Corpus Christi, TX 78401

\_\_\_\_\_  
Signature

James W Blakeslee

\_\_\_\_\_  
Name

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Citylight® Scope of Services

Citylight® is Geocentric's proprietary Web Software and Content Management System which is offered via Software as a Service (SaaS) Subscription. SaaS is a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers. The Scope of Services (collectively the "Services") includes:

**a) Citylight® Web Software (the “Software”):** Geocentric will maintain the availability of secure, web based access to the Software to Client 24 hours a day, 7 days a week. Client will receive the rights to all Software upgrades and improvements released during the Term at no additional charge. All content held in the Software will remain the exclusive property of the Client and can be exported at any time.

**b) Website Hosting & Monitoring:** Geocentric will provide secure web site and web application hosting. Geocentric will provide monitoring 24 hours a day, 7 days a week for website uptime, server uptime, and server services and will also perform incremental daily backups and full weekly offsite backups of both the web site code and data.

**c) Citylight® Open API:** Upon Client's written request, Geocentric will enable third parties real-time access to Client data held in Citylight® via an Application Programming Interface (API) for any use designated by the Client, such as but not limited to digital kiosks or phone apps.

**d) Website Analytics:** Geocentric will setup and install Google Analytics and/or Google Tag Manager for the hosted web site.

**e) Search Engine Optimization:** Geocentric will setup a live feed to Google Web Console (formerly Google Webmaster) for the purposes of search engine optimization using the Google Sitemaps Protocol.

**f) Technical Support:** Geocentric will provide technical support via both email and phone during regular business hours to all personnel designated by the client.

## **Citylight<sup>®</sup> Terms and Conditions**

### **1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services described in the Scope of Services.

1.2 Subject to the terms hereof, Company will provide Client with reasonable technical support services via email or telephone to all personnel designated by the client, during regular business hours which will be no less than 9am to 5pm Eastern Time on regular business days.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software or any code, documentation or data related to the Software; modify, translate, or create derivative works based on the Software (except to the extent expressly permitted by Company or authorized within the Scope of Services); use the Services or any Software for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Client represents, covenants, and warrants that Client will use the Services only in compliance with this Agreement and all applicable laws and regulations. Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with Client's violation of the foregoing. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Company represents, covenants, and warrants that Company will provide the Scope of Services in compliance with this Agreement and all applicable laws and regulations. Company hereby agrees to indemnify and hold harmless Client against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with Company's violation of the foregoing.

2.4 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client generated passwords (including but not



limited to administrative and user passwords), and for all uses by Client of the account or the Equipment.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Software. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Client shall own all right, title and interest in and to the Client Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation or support of Software, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

### **4. PAYMENT OF FEES**

4.1 Client will pay Company the then applicable fees described herein in accordance with the terms (the “Fees”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Subscription Term or then current renewal term, upon thirty (30) days prior notice to Client (which may be sent by email). If the Fees are increased, the amount of the increase will not exceed 10% of the current Fee in any given year, unless there is a substantial change in the Scope of Services. If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 30 days after receiving an invoice in which the error or problem appeared, in order to receive an adjustment or credit.

4.2 Company will bill through an invoice, in which case, full payment for approved invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of the Services.

## **5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Subscription Initial Term as specified and shall be automatically renewed for additional periods of the same duration as the Subscription Initial Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, Company may also terminate this Agreement upon thirty (30) days’ written notice if the Client materially breaches any of the terms or conditions of this Agreement. Client may terminate for any reason upon thirty (30) days’ written notice. Client will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all data provided by the Client or Client’s agent utilized by the Software (“Client Data”) available to Client for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Client Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. INDEMNITY

Company shall hold Client harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

# IDA – Value of Downtown Study

- International Downtown Association conducted a study in 2022.
- Districts are classified into three tiers:
  - Established
  - Growing
  - Emerging
- Downtown Corpus Christi is classified as an **Emerging Downtown**

## Emerging Downtowns

- Albuquerque
- Birmingham
- Cleveland
- Corpus Christi
- El Paso
- San Antonio
- Grand Rapids
- Hollywood
- Lancaster
- Little Rock
- Oklahoma City
- Tampa
- Toledo
- Tulsa
- Wichita

**THE VALUE OF DOWNTOWN CORPUS CHRISTI 2022 IDA STUDY**

No city or region can succeed without a strong downtown. In 2022, the International Downtown Association and the Greater Corpus Christi Association conducted a survey to evaluate the value of downtown CC as a catalyst of economic, job, investment, diversity, socialization, knowledge and innovation. The study quantifies the value of CC as a downtown and ranked cities across the nation from the highest performing under the core value proposition, with a focus on how downtowns contribute to the city and region around them.

**Who is the IDA?**  
The International Downtown Association, founded in 1954, is the premier organization for urban place professionals and are shaping and activating dynamic city center districts.

**Five Principles of Downtown Value**  
ECONOMY | INCLUSION | VIBRANCY | IDENTITY | RESILIENCE

**Ranking Downtown Corpus Christi**  
The IDA identifies three tiers of districts, defined by their stage of development. They observed the study districts into six clusters. Growing, and emerging tiers based on the significance of their population jobs to their respective cities. Downtown Corpus Christi ranked as an emerging downtown within these classifications.

**Emerging Downtowns**  
• Albuquerque • San Antonio • Oklahoma City  
• Birmingham • Grand Rapids • Tampa  
• Cleveland • Hollywood • Toledo  
• Corpus Christi • Lancaster • Tulsa  
• El Paso • Little Rock • Wichita

**ECONOMY |** Downtowns make up a small share of their city's land area but have substantial economic importance.

**Employment (Primary Jobs)**

11% CITY GOVT JOBS	11% CITY'S PRIVATE JOBS	3% CITY'S CREATIVE JOBS
50% CITY'S PROFESSIONAL SCIENTIFIC/TECHNICAL JOBS	16% CITY'S KNOWLEDGE INDUSTRY JOBS	

**Jobs by Earnings**

13% BK OR LESS	22% BK OR LESS	20% BK OR LESS
32% BK TO MID	36% BK TO MID	34% BK TO MID
55% BK OR MORE	43% BK OR MORE	46% BK OR MORE

**Payroll & Wage**

**\$1.8 Billion** TOTAL PAYROLL  
**\$46,812** AVERAGE ANNUAL WAGE

**INCLUSION |** Downtowns welcome all residents, employees and visitors by providing access to jobs, housing, essential services, culture, recreation, entertainment, and participate in civic activities.

**Population Change by Race and Ethnicity**

**Downtown CC Age Diversity**

**Gender Occupied**

91% MALE OCCUPIED, 9% FEMALE OCCUPIED  
**\$955** MALE'S GROSS RENT

**VIBRANCY |** Downtowns support a variety of unique retail, infrastructural, and institutional uses that offer cross-cutting benefits to the region.

**Residential Growth**

2015-2020	14%	3%	-3%
2010-2020	9%	7%	0%
2000-2020	54%	18%	13%

**Retail Sales**

**\$120.5M** DOWNTOWN RETAIL SALES  
**\$105M** RETAIL SALES PER SQUARE MILE  
**\$30,322** CITY SALES

**District Events and Activities**

10 VISUAL ARTS ENTERTAINMENT, 1 THEATRE, 1 VISUAL ARTS STUDIO, 1 FARMERS MARKET

**Downtown Hotels**

8 HOTELS, 1,795 HOTEL ROOMS, 1.9M ANNUAL VISITORS  
47% AVERAGE HOTEL OCCUPANCY, 5,205 AVERAGE DAILY VISITORS

**IDENTITY |** Downtowns are iconic and powerful symbols for a city and often contain the most iconic landmarks, distinctive features, and unique neighborhoods.

**Downtown Destinations**

75 PUBLIC ART INSTALLATIONS, 30 PARKS AND NATURAL AREAS, 45 HISTORIC STRUCTURES

**Social Media**

31,581 INSTAGRAM POSTS USING #DOWNTOWNCC, 28,679 FACEBOOK FOLLOWERS, 24,200 INSTAGRAM FOLLOWERS

**EVENT ATTENDANCE**

525,000 PEOPLE ON AVERAGE VISIT DOWNTOWN A YEAR TO ATTEND COMMUNITY EVENTS

**RESILIENCE |** Thanks to their diversity and density of resources and services, Downtowns and their residents can better absorb economic, social, and environmental shocks.

**Downtown Destinations**

1 PUBLIC LIBRARY, 1 RECREATION AND COMMUNITY CENTER, 7 WALKABLE NEIGHBORHOODS

**Environmental Resilience**

5 TONS DOWNTOWN CITY'S ANNUAL GREENHOUSE GAS EMISSIONS, 9 TONS ANNUAL GREENHOUSE GAS EMISSIONS PER HOUSEHOLD

**Sustainable Commute**

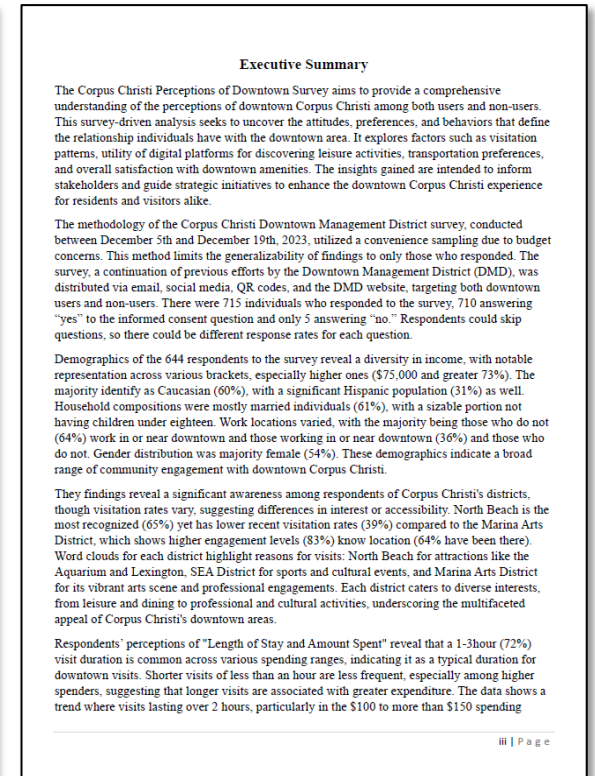
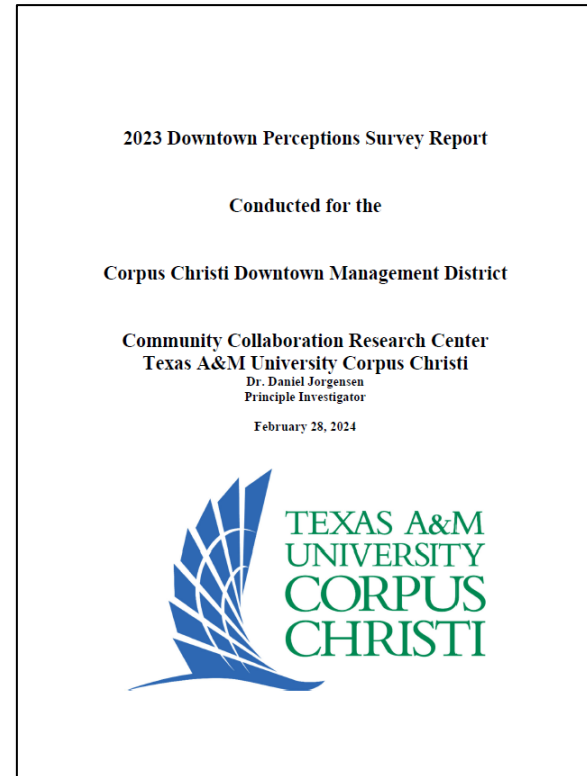
20% BICYCLING DOWNTOWN CITY'S, 21% BICYCLING DOWNTOWN CITY'S, 6% BICYCLING DOWNTOWN CITY'S

To view Corpus Christi's Value of Downtown study, visit [GoDowntownCC.com/IDA-study](http://GoDowntownCC.com/IDA-study)



# 2023 Downtown Perception Survey

- In Partnership with TAMUCC
  - Collaborative Community Research Center
  - Dr. David Scott & Dr. Dan Jorgensen
- Participants were from Nueces and San Patricio Counties
- Important dates
  - Opened from December 5 – December 19
- 710 Responses
- Key Highlights
  - 72% believe Downtown is clean (60% in 2021)
  - 71% believe Downtown is safe (56% in 2021)
  - 77% agree the Downtown area offers many affordable things to do
  - 61% believe improving seawall maintenance and safety is very important, followed by increasing greenery, landscaping, and shade trees (53%)



# Boundary Expansion Updates

- April 1 – Deadline for petition submittal to Nueces County Appraisal District for 2025 launch

Frost Bank	39.7%
Agnes Water – 401 Water Street	3.6%
Shoreline Terrace	4.7%
Good Shepherd*	3.8%
The Annex	0.2%
U&I*	1.3%
Aloe Tile	0.2%
Total	53.5%

\*Pending

2024-2033





# 13. Board Requests for Next Meeting



# 14. Adjourn