



Board Meeting

October 19, 2023

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

9:00 a.m., Thursday, October 19th, 2023

IBC Bank, 221 S. Shoreline, 2nd 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 Annual Board of Directors Meeting of September 15th, 2023.
- 4) Financial Statements.
- 5) Report on absences from 2023 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. Proposition A
 - b. Dia de los Muertos Festival
- 8) DISTRICT OPERATIONS:
 - a. Clean Team / Block by Block
 - b. Road Work Updates
- 9) PLACEMAKING:
 - a. On Call Architecture & Engineering Services with Possible Action
 - b. Downtown Parking
 - c. Holiday Installation Schedule
- 10) ECONOMIC DEVELOPMENT:
 - a. Projects
- 11) PROMOTIONS:
 - a. ArtWalk
 - b. Special Events
 - c. Programming
- 12) ORGANIZATIONAL MANAGEMENT:
 - a. Audit RFP Results – Update with Possible Action
 - b. Expansion Schedule & Campaign
 - c. International Downtown Association Conference – Chicago
- 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, 2nd Floor

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Minutes, Annual Board of Directors Meeting September 15th, 2023
**MINUTES OF THE ANNUAL 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 Friday, September 15th, 2023, at IBC Bank, 2nd 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: Charles, Gignac, Lain, Lomax, Maxwell, Molina, Peterson, Richline, Shook, & Votzmeyer-Rios. Also present: A. Mason, A. Albin, K. Acock, E. Beardmore, J. Bodwell, D. Campos, A. O'Donnell, V. Villarreal, & P. Wiggins CCDMD, D. Watson, Block by Block, J. Bell of Wood, Boykin, Wolter P.C.

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 R. Charles to approve the Consent Agenda.

This was seconded by J. Richline and was 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 7 on the agenda.

7) PUBLIC HEARING:

Chairman Peterson opened the public hearing on the 2023-2033 Service and Improvement Plan and Assessment Plan for the District.

There being no public comment or objections to the proposed plan or proposed assessments Chairman Peterson called for a motion to close the Public Hearing.

R. Gignac made the motion to close the Public Hearing and this was seconded by C. Votzmeyer-Rios and passed unanimously.

Chairman Peterson moved to Item 8 on the agenda.

8) ORGANIZATIONAL MANAGEMENT:

- a. 10 Year Authorizations:
 - i. Resolution FY 2022-2023 Sep-01 To Approve the CCDMD FY 2023-2033 District Service Plan. Review with Possible Action.
C. Votzmeyer-Rios made a motion to approve Resolution FY 2022-2023 Sep-01, this was seconded by J. Richline and passed unanimously.
 - ii. Resolution FY 2022-2023 Sep-02 To Approve Adopting the assessment roll for properties located within the District & approving the levy of an assessment to fund improvement projects & services for ten fiscal years with Possible Action
R. Charles made a motion to approve Resolution FY 2022-2023 Sep-02, this was seconded by B. Molina and passed unanimously.
- b. Annual Authorizations:
 - i. Resolution FY 2022-2023 Sep-03 To Approve the Certified Tax Roll. Review with Possible Action.
J. Richline made a motion to approve Resolution FY 2022-2023 Sep-03, this was seconded by R. Charles and passed unanimously.
 - ii. Resolution FY 2022-2023 Sep-04 To Approve the Assessment Levy. Review with Possible Action.
J. Richline made a motion to approve Resolution FY 2022-2023 Sep-04, this was seconded by C. Votzmeyer-Rios and passed unanimously
 - iii. Resolution FY 2022-2023 Sep-05 To Approve the CCDMD FY 2023-2024 District Service Plan and Budget. Review with Possible Action.

- B. Molina made a motion to approve Resolution FY 2022-2023 Sep-05, this was seconded by C. Lain and passed unanimously.
- c. Audit RFP – Update with Possible Action
There were no respondents to the RFP which will be reissued with an extended timeline.
 - d. TIRZ#3 Service. Review with Possible Action.
Ms. Mason presented an updated CCDMD & TIRZ #3 Service Plan Matrix and requested Board approval for the revised document.
C. Lain made a motion to approve the revised plan, this was seconded by R. Charles and passed unanimously.

Chairman Peterson moved to Item 9 on the agenda.

9) ECONOMIC DEVELOPMENT:

- a. TIRZ #3 Adopted Programs & Initiatives: Rooftop Activation Program. Review with Possible Action. Ms. Mason provided an overview of the proposed new program and requested Board approval.
A motion of approval was made by J. Richline, seconded by R. Gignac and passed unanimously

Chairman Peterson moved to Item 10 on the agenda.

10) BOARD REQUESTS FOR NEXT MEETING:

- a. There were no requests.

Chairman Peterson moved to Item 11 on the agenda.

11) Adjourn

Meeting adjourned at 9:18a.m.

_____ Glenn Peterson, Chairman.

Corpus Christi Downtown Management District.

Balance Sheet

As of September 30, 2023

	<u>Sep 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Bank Deposits	
1100 · Petty Cash	15.56
1150 · PayPal	4,275.49
1215 · American Bank Operating Account	5,058.78
1223 · American Bank EFT Account	80,639.97
1284 · American Bank Office Account	<u>2,183.84</u>
Total 1000 · Bank Deposits	<u>92,173.64</u>
Total Checking/Savings	92,173.64
Accounts Receivable	
11000 · Accounts Receivable	<u>160,520.00</u>
Total Accounts Receivable	160,520.00
Other Current Assets	
2000 · Current Assets	
2200 · Prepayments	9,583.52
2300 · Inventory Asset	<u>1,372.41</u>
Total 2000 · Current Assets	<u>10,955.93</u>
Total Other Current Assets	<u>10,955.93</u>
Total Current Assets	<u>263,649.57</u>
TOTAL ASSETS	<u><u>263,649.57</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	<u>50,906.72</u>
Total Accounts Payable	50,906.72
Other Current Liabilities	
23100 · Accruals	55,535.60
25500 · Sales Tax Payable	<u>13.64</u>
Total Other Current Liabilities	<u>55,549.24</u>
Total Current Liabilities	<u>106,455.96</u>
Total Liabilities	106,455.96
Equity	
30000 · Opening Balance Equity	160,983.44
32000 · Unrestricted Net Assets	22,079.58
Net Income	<u>-25,869.41</u>
Total Equity	<u>157,193.61</u>
TOTAL LIABILITIES & EQUITY	<u><u>263,649.57</u></u>

**Corpus Christi Downtown Management District.
 Condensed Profit & Loss Budget Performance
 September 2023**

	<u>Sep 23</u>	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income	139,160.22	1,927,868.19	1,952,435.00	98.74%
Gross Profit	139,160.22	1,927,868.19	1,952,435.00	98.74%
Expense				
60000 · District Operations	55,631.88	612,258.15	633,319.00	96.68%
62000 · Economic Development	0.00	10,800.00	11,000.00	98.18%
63000 · Placemaking	270.63	247,157.17	241,072.00	102.52%
64000 · Promotions	18,891.45	277,501.86	244,900.00	113.31%
65000 · Organizational Management	63,411.37	806,020.42	825,066.00	97.69%
69800 · Uncategorized Expenses	0.00	0.00	0.00	0.0%
69810 · Transfer to Reserve	0.00	0.00	0.00	0.0%
Total Expense	138,205.33	1,953,737.60	1,955,357.00	99.92%
Net Ordinary Income	954.89	-25,869.41	-2,922.00	885.33%
Other Income/Expense	0.00	0.00	0.00	0.0%
Net Income	<u>954.89</u>	<u>-25,869.41</u>	<u>-2,922.00</u>	<u>885.33%</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 - 2023 - attendance	Appt	Exp	Bond	Cell#	1/19	2/16	3/16	4/20	5/18	6/15	7/20	8/17	9/15	10/19	Absences
1	Barrera, Jaime. N	4/3/20	9/30/26	1/23	361-563-5083	√	√	√	1	√	√	√	1	1		3
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	√	√	√	1	√	√	√	1	1		3
5	Kucewicz, Krystof	5/21/20	9/30/24	1/23	505-570-0685	√	√	√	1	√	√	1	√	1		3
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	1	√	√	√	√	√	√	√	√		1
9	Molina, Ben (replaces Lomax, B)	12/15/22	9/30/26	1/23	361-774-0525		√	1	√	√	√	√	√	√		1
10	Perez, Dee Dee [Vice-Chair 2/22-9/24]*	6/8/10	9/30/26	1/23	361-673-2800	√	1	√	√	√	√	√	√	1		2
11	Peterson, Glenn [Chair 2/22-9/24] *	6/8/10	9/30/26	1/23	361-765-7117	√	√	1	√	√	1	1	√	√		3
12	Richline, Josh [Secretary 2/22-9/24] *	10/17/19	9/30/26	1/23	361-510-0561	1	√	√	1	√	√	√	1	√		3
13	Shook, Caitlin	4/10/18	9/30/26	1/23	361-774-6724	1	√	√	√	1	√	√	1	√		3
14	Trevino, Adrienne (replaces Boyd, C)	1/19/23	9/30/24	1/23	361-946-9541		√	√	√	√	√	√	√	1		1
15	Votzmeyer-Rios, Cheryl	4/9/19	9/30/24	1/23	361-728-7041	√	√	1	√	√	√	√	1	√		2
Number in attendance																9
																5
						Term to 9/30/26		[9]								
						Term to 9/30/24		[6]								
√ - In Attendance																
* indicates Officer																

September 2023 - voting	Present	Consent.	7a	7b	8ai	8aii	8bi	8bii	8biii	9a
Barrera, Jaime. N	2									
Charles, Robert	√	√	√	√	√	√	√	√	√	√
Gignac, Raymond	√	√	√	√	√	√	√	√	√	√
Gutschow, Eric	2									
Kucewicz, Krystof	2									
Lain, Casey	√	√	√	√	√	√	√	√	√	√
Lomax, Lesley	√	√	√	√	√	√	√	√	√	√
Maxwell, Janet [Treasurer 9/20-9/22]*	√	√	√	√	√	√	√	√	√	√
Molina, Ben (replaces Lomax, B)	√	√	√	√	√	√	√	√	√	√
Perez, Dee Dee [Vice-Chair 2/21-9/22]*	1									
Peterson, Glenn [Chair 2/21-9/22] *	√	√	√	√	√	√	√	√	√	√
Richline, Josh [Secretary 2/21-9/22] *	√	√	√	√	√	√	√	√	√	√
Shook, Caitlin 9:09		√	√	√	√	√	√	√	√	√
Trevino, Adrienne (replaces Boyd, C)	3									
Votzmeyer-Rios, Cheryl	√	√	√	√	√	√	√	√	√	√

October 2023 - voting	Present	Consent.							
Barrera, Jaime. N									
Charles, Robert									
Gignac, Raymond									
Gutschow, Eric									
Kucewicz, Krystof									
Lain, Casey									
Lomax, Lesley									
Maxwell, Janet [Treasurer 9/20-9/22]*									
Molina, Ben (replaces Lomax, B)									
Perez, Dee Dee [Vice-Chair 2/21-9/22] *									
Peterson, Glenn [Chair 2/21-9/22] *									
Richline, Josh [Secretary 2/21-9/22] *									
Shook, Caitlin									
Trevino, Adrienne (replaces Boyd, C)									
Votzmeyer-Rios, Cheryl									



8. District Operations

Clean Team / Block by Block Update



Street Lights – Obstructed Views

- Five Locations downtown with intersections obstructed by trees
- Additional sixth location at Artesian Park requiring a boom lift

Before



After



Before



After



Clean Team / Block by Block Update



Chaparral Street – Obstructed Parking

- Oak trees on Chaparral scratching top of vehicles
- Over 20 trees and 200 branches removed
- Trees cut back just enough to create clear parking lanes



Clean Team / Block by Block Update



Artesian Park - Repairs

- New homeless population inhabiting park
- CCDMD working with police to mitigate destruction
- Worked with Parks & Recreation to replace broken boards in gazebo
- Completely repainted floor boards and replacement side boards

Before



After



Before



After



Road Work Updates



Schatzell & Lawrence Streets

- 9/28 - Notice of impending roadwork sent out along with a map.
- 10/6 - Reminder notice sent out three days prior to roadwork starting.
- 10/16 - Meeting requested with the city.
- 10/18 - Meeting held. Waiting for updates from the city.



Temporary Daily Lane Closures for road re-pavement of Schatzell and Lawrence Streets, Corpus Christi starting on Monday, October 9, 2023

Roadwork is set to begin from Middle Broadway to Schatzell and Lawrence Streets and will have temporary daily lane closures to traffic starting on **Monday, October 9, 2023**, until **Wednesday, November 22, 2023**. Daily lane closures are **Monday-Friday 8:00AM-5:00PM** and will be fully transversal during nights and weekends.

The City will mill and overlay the roads on Schatzell Street from Broadway Middle to Water Street as well as mill and overlay the roads on Lawrence Street from Broadway Middle to Mesquite, and from Chaparral to Shoreline Streets. The roadwork is part of the Street Preventative Maintenance Program to ensure stronger, longer lasting roads in the downtown area.

Attached below is a map of the expected roadwork and the streets affected.

For any questions or comments about the roadwork timeline, please contact the DMD office at (361)882-2363.



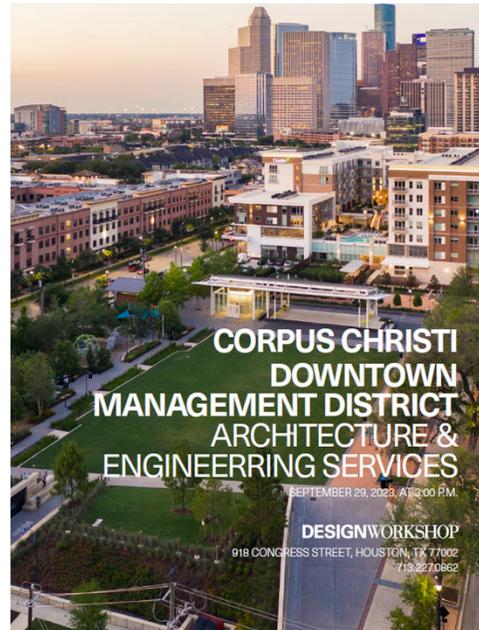


9. Placemaking

RFQ: On-Call Architecture & Engineering Services



- Closed RFQ on 9/29.
 - Received one response from Design Workshop.
 - Scored 85/85 points
- Contract for engagement
- Working on order of operations with City
- Projects for FY24 include
 - Agnes / Laredo Entry to Downtown
 - Urban Design Standards
 - Pet friendly spaces in downtown



Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design
 Strategic Services
 918 Congress Street
 Houston, TX 77002
 713.227.0582
designworkshop.com

September 29, 2023
 Kristen Acock
 Corpus Christi Downtown Management District
 P.O. Box 2527
 Corpus Christi, TX 79403

Re: RFQ for Architecture & Engineering Services

Dear Ms. Acock and Members of the Selection Committee,

Design Workshop, Inc. was founded in 1989 and is honored to conduct business in the State of Texas.

Ownership Structure: 100% Employee Owned (S201) Corporation

Office Locations: Houston, Austin, Aspen, Chicago, Denver, Lake Tahoe, Los Angeles, Raleigh

Firm Headquarters: 1001 Lawrence St #100, Denver, CO 80204

Total Employees: 170

Year Founded: 1989

Corpus Christi is a beloved city our team is eager to play a role in shaping the future of. As a highly experienced, award-winning landscape architecture and urban design firm with a passion for creating legacy places, Design Workshop is the ideal team to design innovative and sustainable spaces for the residents and visitors of Corpus Christi.

The Design Workshop team has worked with the Downtown Management District on Water Street in 2021/2022. We understand what it takes to support the District and their team and can easily build upon our current knowledge of many of their guiding documents for future tasks. We are equipped to help spawn ideas and create the vision necessary to draw investment. We have vetted experience in facilitating stakeholder meetings with local businesses and City staff. We can bring compelling graphics, visuals, and presentations customized for a variety of audiences. Placemaking is at the heart of our process throughout.

We will work with the City of Corpus Christi to improve upon issues cities face across the country. Challenges such as equitable access to recreation, well-being, urban ecology, resilient infrastructure, transportation, diversity, safety, and tourism are all common concerns we've helped similar cities navigate and overcome. We will implement established performance metrics and service outcomes to ensure measurable accountability in support of the city's goals and desires of the community.

We value the opportunity to further develop our relationship with the City of Corpus Christi. Thank you for considering Design Workshop. I look forward to the opportunity to discuss our landscape architecture, urban design, and placemaking qualifications in more detail and to explore how we can work together to make your goals a reality. Please feel free to contact me with questions or to request additional information at bchambers@designworkshop.com or 713.2575461. We look forward to hearing from you.

Respectfully,

 Brian Chambers, Principal

DESIGNWORKSHOP

Memo

To: DMD Board of Directors
From: Alyssa B. Mason, Executive Director
Date: October 19, 2023
Subject: RFQ for On-Call Architecture & Engineering Services Results



Action Requested

We request that the board take action to approve the contract outlining the on-call services relationship between the Downtown Management District and Design Workshop for Architecture and Engineering Services.

Overview

The DMD has budgeted for specific one-time projects for FY2024 through the TIRZ #3. The projects include:

- Design for the Agnes / Laredo Entrance to Downtown
- Urban Design Standards
- Strategic Plan for Dog Parks
- Water Street reimagined Peer Review Services

The DMD posted a Request for Qualifications on September 7th to request on-call services for Architecture & Engineering Services, and received one response on September 28th from Design Workshop. The statement of qualifications received was thorough and provided a comprehensive overview of the company’s abilities and successes. Design Workshop scored a total of 85/85 points in the evaluation criteria set.

Evaluation Criteria	Available Points	Score
Firm’s Qualification and Relevant Experience	20	20
Demonstrated Qualifications of Personnel and Team	25	25
Proposed Approach and Methodology	20	20
Past Performance and References	20	20
Total	85	85
Financial Stability	PASS / FAIL	PASS

Additionally, Design Workshop is the firm that previously worked with the DMD to create the concept for the Water Street Reimagined project.

Attached is the contract provided by Design Workshop outlining the nature of the on-call relationship.

Attachments

- Contract

October 18, 2023
Alyssa Mason
Downtown Management District
223 N Chaparral Street, STE A
Corpus Christi, TX 78401

Dear Alyssa,

Design Workshop is pleased to offer this scope of services for the Corpus Christi Downtown Management District Work Order #1 for General on-call Urban Design & Landscape Architecture Services. This work is for the calendar year of November 2023 to November 2024. We understand that this task will serve as a work order to perform services on an On-Call basis as needed. This scope aligns with the District's RFQ issued on September 7th, 2023, including projects such as but not limited to: updating the District's Urban Design Standards, Agnes/ Laredo Entryway, Dog Friendly Spaces, Water Street peer review services, and Artesian Park Design. We understand that as specific projects arise, DW will generate separate work orders.

Based on our previous discussions, this work order will be invoiced on a time and materials basis not to exceed \$75,000. DW recognizes that client approval of fee/scope is required in writing before any services can be performed. All applicable information and payment terms listed in the master agreement between the CCDMD and Design Workshop shall be applicable for this work order.

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately on a time and materials basis, pursuant to the terms and conditions of the master agreement. Thank you again for this opportunity. Should you have any questions, please call me at (954) 591-0203 or email me at bchambers@designworkshop.com regarding this proposal.

Respectfully,



Brian Chambers, PLA | Principal

APPROVED BY CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT

By: _____

Date:

Title:

Attachment A

Contract Provisions

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Design Workshop may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Design Workshop's performance, and the value of the services provided to Client. If Client does not pay Design Workshop within thirty (30) days of the date of billing and Design Workshop consults with an attorney for collection, then, in addition to all sums due, Client agrees to pay all costs incurred by Design Workshop associated with collection, including Design Workshop's reasonable attorney's fees and reasonable court costs. Additionally, in the event Client brings any claim(s) against Design Workshop in any lawsuit, arbitration, or other form of binding dispute resolution (hereinafter "Proceeding"), if Client is not the prevailing party in its claim(s) against Design Workshop or if Design Workshop is dismissed from the Proceeding for any reason (including by stipulation, agreement, court order, or voluntary withdrawal of claims by Client), then Client shall pay all costs incurred by Design Workshop associated with defending against the claim(s), including Design Workshop's reasonable attorney's fees and reasonable court or arbitration costs.
2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Design Workshop may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Design Workshop may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Design Workshop's services. No notice of Design Workshop's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Design Workshop harmless from any and all liability arising out of Design Workshop's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Design Workshop against any and all claims for liability asserted by any project participant for any action taken by Design Workshop under this paragraph.
3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Design Workshop shall be renegotiated prior to resumption of services by Design Workshop. Such renegotiation shall include a fee for remobilization costs incurred by Design Workshop. In the event that this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation due hereunder within 30 days of receipt of a final invoice from DW. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
4. Design Workshop reserves the right to raise hourly rates at its own discretion during the course of this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
5. All drawings, specifications and other work product, including those in electronic form, prepared by or through Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the Client on another project, except by agreement in writing between Design Workshop and Client. Neither Client nor any of its contractors or separate consultants shall make edits or changes to Design Workshop's Instruments of Service without the express written approval of Design Workshop.

Any unauthorized use of or changes to the Instruments of Service without Design Workshop's consent shall be at the Client's sole risk and without liability to Design Workshop. The Client shall indemnify and hold harmless Design Workshop, and Design Workshop's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project.

Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

Design Workshop shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work to be performed by the

contractors on the project, nor shall Design Workshop be responsible for the contractor's failure to perform the work in accordance with the requirements of the Instruments of Service or the contractor's agreement with the Client.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Agreement represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.
7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Design Workshop shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same manner and similar locality under the same or similar circumstances. Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.
10. All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Design Workshop:	If to Client:
Telephone:	Telephone:

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

11. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
12. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Client shall not assign this Agreement without the consent of DW.
13. This Agreement may be amended or modified only by written instrument executed by both parties.
14. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
15. This Agreement shall be governed by the Laws of the State of Colorado. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in the City and County of Denver, State of Colorado.
16. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.
17. This Agreement represents the entire and integrated agreement between Client and Design Workshop and supersedes all prior negotiations, warranties, representations, promises or agreements, either written or oral, and with direct or indirect, connected in any way with this Agreement. Client agrees that it is not relying on, and Design Workshop has not bound by, any representations, claims or promises made by Design Workshop or any of its agents or employees, or contained in any marketing or other materials, unless they are expressly included in this Agreement.
18. Client and Design Workshop acknowledge that achieving any performance objectives is dependent upon many factors beyond Design Workshop's control, such as Client's use and operation of the project; the work provided by other contractors and consultants; and interpretation of the finished project by any applicable authority or inspection agency. Performance objectives can include sustainability environmental goals, economic goals, social goals and other similar objectives that can be measured. Accordingly, Design Workshop does not warrant or guarantee that the project will achieve any performance objectives unless expressly stated otherwise in this Agreement.

Other conditions

(Insert additions and modifications to the Standard Contract Provisions.)

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**DESIGN WORKSHOP, INC.
PUBLISHED BILLING RATES
2023**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
PRINCIPAL	\$225 to \$450
ASSOCIATE / LANDSCAPE ARCHITECT	\$110 to \$200
INTERN	\$65
PROJECT ASSISTANT	\$110 to \$150

Note: Other Project Specialists will be billed at their applicable billing rates not to exceed \$250



Downtown Parking

- City began installing 2-hour parking limit signs along unmetered sections of Chaparral St.
- Revisited 2018 proposed parking improvement plan to improve downtown off-street parking lots.
 - Requested pricing from City on paving 8 downtown lots.
 - Approval from TIRZ #3 Board to pilot pervious parking surface.



Holiday Installation Schedule

- The Port Holiday Tree
 - 10/23-10/27: Frame
 - 11/1: Panels
- 10/27: Tree Lights in Parks
- 11/1: Peppermint Lane
- 11/1-11/3: Artesian Park Winter Wonderland
- 11/13-11/27: H-E-B Christmas Tree





10. Economic Development

Thirsty (New Construction)

Location	1002 N. Chaparral Street
Description	<ul style="list-style-type: none"> The restaurant will offer a full day "prop" brunch menu with fine dining options for dinner. Either of the two bars will offer dramatically presented alcoholic and non-alcoholic "photo-friendly" drinks. The business will offer valet service, a rooftop patio, a new first floor bar and kitchen build out, second floor bar and seating area, and a new parking lot that will double as an event space.
Project Cost	\$ 2,493,600
Incentive Proposed	<ul style="list-style-type: none"> Vacant Building Program \$465,000 Streetscape & Safety Program \$153,500
Completion Date	December 30, 2024



Holiday Inn Express (New Construction)



Location	1102 S Shoreline Blvd
Description	<ul style="list-style-type: none"> The South Tower phase will be made into a Holiday Inn Express with details of the next phase still being finalized. This project includes a complete renovation of the interior and infrastructure as well as: a complete redesign of the façade, lobby entrance canopy, lobby roof, rooftop event center, elevators and stairs to reach the rooftop event center, a resurfaced and restriped parking lot, landscaping, a pedestrian walkway around the property, lighting, upgraded security cameras, murals, signage, new doors and fencing.
Project Cost	<ul style="list-style-type: none"> \$19,871,896
Incentive Proposed	<ul style="list-style-type: none"> Streetscape & Safety - \$1,000,000 Rooftop Activation- \$1,000,000
Completion Date	<ul style="list-style-type: none"> January 30, 2025



BUC Commission (Update)



Location	1316 N Chaparral Street
Description	<ul style="list-style-type: none"> BUC Commission is renovating this space to be its future headquarters and event space. Exterior improvements include: a new awning, exterior lighting, patio improvements, concrete pathways, landscaping, security cameras, door/window replacement, and signage. The project will be completed October 16th with a ribbon cutting scheduled for October 19th. They were issued a temporary Certificate of Occupancy.
Project Cost	<ul style="list-style-type: none"> \$1,794,093
Incentive Proposed	<ul style="list-style-type: none"> Streetscape & Safety Program- \$200,000
Completion Date	<ul style="list-style-type: none"> May 31, 2024



Jason Wolf Law Firm (Update)



Location	226 Tancahua Street
Description	<ul style="list-style-type: none">• The Law Office of Jason Wolf will be the new home of 20-year criminal defense attorney, Jason Wolf, and other local attorneys.• Exterior improvements include: roof repair, windows, paint, lighting, signage, security cameras, and repaving the parking lot.• They have completed the exterior wall paint, parking lot, lighting, roof repairs, window replacement, and security camera installation.
Project Cost	<ul style="list-style-type: none">• \$58,638
Incentive Proposed	<ul style="list-style-type: none">• Streetscape & Safety Program- \$29,319
Completion Date	<ul style="list-style-type: none">• July 30, 2024



The Northwater (Update)



Location	1001 N Water Street
Description	<ul style="list-style-type: none"> This property is being restored into a 5 story, 58-unit multifamily building. Improvements include: plumbing, elevator upgrades, apartment unit finish outs, pool upgrades, fencing, sidewalk repair, lighting, security cameras, and a repaved parking lot. HVAC units are currently being installed. A new fire alarm has been installed. Floors are being sealed, and plumbing being completed. Kitchen cabinets and tub/showers are in. Parking lot and fencing going to start this month. They are requesting an extension to complete the remainder of the work.
Project Cost	<ul style="list-style-type: none"> \$5,011,315
Incentive Proposed	<ul style="list-style-type: none"> Downtown Living Initiative- \$580,000 Project Specific- \$98,000
Completion Date	<ul style="list-style-type: none"> December 31, 2023





11. Promotions

MusicWalk 2023

Friday, September 1st

- 26,000 Visits in '23
 - 17,300 in '22
- Over 380 Businesses involved including:
 - 🌟 9 Event Sponsors
 - 🎤 8 Live Music Venues
 - ❤️ 8 ArtWalk Business Partners
 - 🏢 25+ Downtown Businesses
 - 🎸 55+ Bands & Musicians
 - 🏠 213 Pop-up Vendors & Local Artists
 - 🍔 27 Food Trucks
 - 🏛️ 6 State & City Departments
 - 🎪 10 Block Party Curators
 - 📺 13 Media Companies
 - 📣 8 Production Companies
 - 🏠 3 Maintenance Companies

H-E-B HelpingHere PRESENTS

MUSIC WALK

DOWNTOWN CORPUS CHRISTI

SEPTEMBER 1ST

FRIDAY | 6-10 PM

Music Venues | Local Musicians | Outdoor Stages
Vendors | Food Trucks | Classic Car Show

MUSIC FRIENDLY TEXAS
TEXAS MUSIC OFFICE
CORPUS CHRISTI, TEXAS

CORPUS CHRISTI
FILM & MUSIC
COMMISSION

MUSIC FRIENDLY TEXAS

DESIGNATION

PRESS CEREMONY



MusicWalk 2023

Friday, September 1st

H-E-B Helping Here PRESENTS MUSIC WALK

DOWNTOWN CORPUS CHRISTI
SEPTEMBER 1ST | FRIDAY 6-10 PM

All Local Artists!

MUSIC FRIENDLY MAIN STAGE

ANNOUNCEMENTS BY:
 Mayor Paulette Guajardo | CC Film & Music Commission | Texas Music Office | Representative Todd Hunter | Downtown Management District

LIVE MUSIC BY:
 CLARISSA SERNA | Raul Ayala Band | Brass Quintet | Texas Bloodline | DJ Eric Ramirez

GST STAGE	THE POINT STAGE	HOUSE OF ROCK STAGE
Chica's Rock Moniq Too Smooth Mariachi Aguila Grupo Basico Love Bombers DJ JELLOxSHOT	EL DUSTY LATIN TALK BAND Helix Denzy DJ Alex	Eric Graham Ema James Cinco Hendrixxx Carrie Denniston K. Rene' Dayy Noelle Garrett Weiland & David King YNG Bishop DJ Duan Gotti

STREET & PARK STAGES

ARTESIAN PARK STAGE	LA GALERIA STAGE
The East & the Crow Palacios Brothers	Joe Greene Tommy Cantu DJ Jay Vibez
20/20 VINTAGE STAGE	LA PLAYA STAGE
Los Vibes	The Groove
WOODSHED STAGE	DESIREARTS STAGE
Mike Guerra	DJ Yos
DREAMS & CLASSICS STAGE	HIP HOP BANGERZ STAGE
DJ Fame	K. Rene' Stina Kason
RETRO ROOFTOP	AXIS TATTOO STAGE
Brindis	Victoria Majors
VNP STAGE	WEIRD CORPUS STAGE
DJ Cuffedgod	Johnny Hotcakes

MUSIC VENUES

THE VENUE AT HOUSE OF ROCK
 BAR UNDER THE SUN
 BREWSTER STREET
 LA PLAYA BY THE BAY
 EXECUTIVE SURF CLUB
 THE EXCHANGE
 THE ANNEX
 ROCKIT'S WHISKEY BAR & SALOON

VISITCORPUSCHRISTI.COM/MUSICWALK/
 #MUSICFRIENDLYCC #MUSICWALKCC

SPONSORS: 6NEWS, AmericanBank CENTER, PLANET 2023, THE POINT, VISIT CORPUS CHRISTI, and others.



October ArtWalk 2023

Friday, October 6th



- **29,700 Visits in '23**

- 21,700 in '22
- 11,800 in '21
- 12,200 in '20
- 15,500 in '19

- **Businesses & Vendors**

- 12 Block Curators
- 187 Vendors & food trucks (58 in '22)
- 22 Businesses Showcased

- **Entertainment**

- 13 Block Parties + 2 Park Parties
- 8 Stages
- 20 Musicians/Performers

- **Traffic Control Plan Notice**

- Notice sent out to downtown businesses about road closures with attached map on 9/29, a week before the event. Reminder notice sent out 10/4, two days prior.

PRESENTED BY
H-E-B

ARTWALK

FRIDAY, OCTOBER 6th | 6 - 10PM

- Artesian Park Party** | CATS Pop-up Vendor Market | Live Music by Joey St. Vincent (Blues/Rock)
- Art Museum of South Texas** | Pop-Up Booth at K-Space Contemporary | Dia de Los Muertos Art Activity
- BUS** | Full Bar & Food | Live Music by Damon Scott & Bay Drinkers
- House of Rock** | History Harvest | Live Music Raul Ayala Band
- Starr Street Showdown** | DesireArts | Live Graffiti & DJ | Breakdancing & Hip Hop Dancers
- K Space Contemporary** | Local Vendors | Marty McPies | Art Activities
- La Retama Park Party** | Pop-up Vendors | Food Trucks | Live Music by Joe Greene (Saxophone)
- Peace of Mind Massage and Natural Healing** | Kids Yoga @ 6:30 PM | Music by The Juan Deers
- VNP Gallery** | VNP \$5 SALE | Y2K Vendors | Live Music by DJ CUFFEDGOD
- The Point of Corpus Christi** | Food | Beer | Live Music by Hair America
- CC Firefighters C.A.R.E.** | Pink Fire Truck
- Weird Corpus** | Vendors | Music by Needles + Fins | Wrestling Showcase by TWC
- HYPEEYKE** | Battle of the Bikes | BMX Bunny Hop Contest | Vendors
- Pride Corpus Christi** | Vendors | Entertainment | Giveaways
- ArtCastle Printing** | Fine Art Prints & Paintings by Local Artists
- Street Food Block Party** | Local Street Food Favorites | DJ Eric | Coastal Bend Food Bank
- RETRO** | Full Menu & Bar | Arcade | Live Music by Brindis | The Highest Control
- Water Street Garden** | Pop-Up Vendors | Margaritas & Full Bar
- DMD Info Booth** | Prize Wheel | Map
- QBR Block Party** | Pop-up Vendors | Games
- 20/20 Vintage** | The Trojanettes Girls Trio | DJ Ghostvoices | Pop-up Vendors
- TAMUCC Islanders** | Islanders Athletics | Islander Fan Store | TAMUCC Admissions
- BarkWalk by Dog Mama CC** | Pet Friendly Area | Pet Friendly Business | T&K Smoke Shack
- The Annex** | Spooktacular Classic Cruise-In | Outdoor Patio & Cocktails | Live Music | Food Truck
- Art Center of CC** | Opening Reception 5-9 PM | Live Music | Art Activity

RTA Shuttle (From TAMUCC)

Ride Share Drop-off

Free Parking

Paid Parking

312 SOUTH CHAPARRAL ST

1902 NORTH SHORELINE

The POINT

October ArtWalk 2023

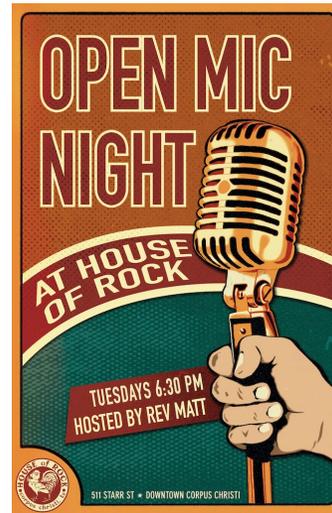
Friday, October 6th



Upcoming Events

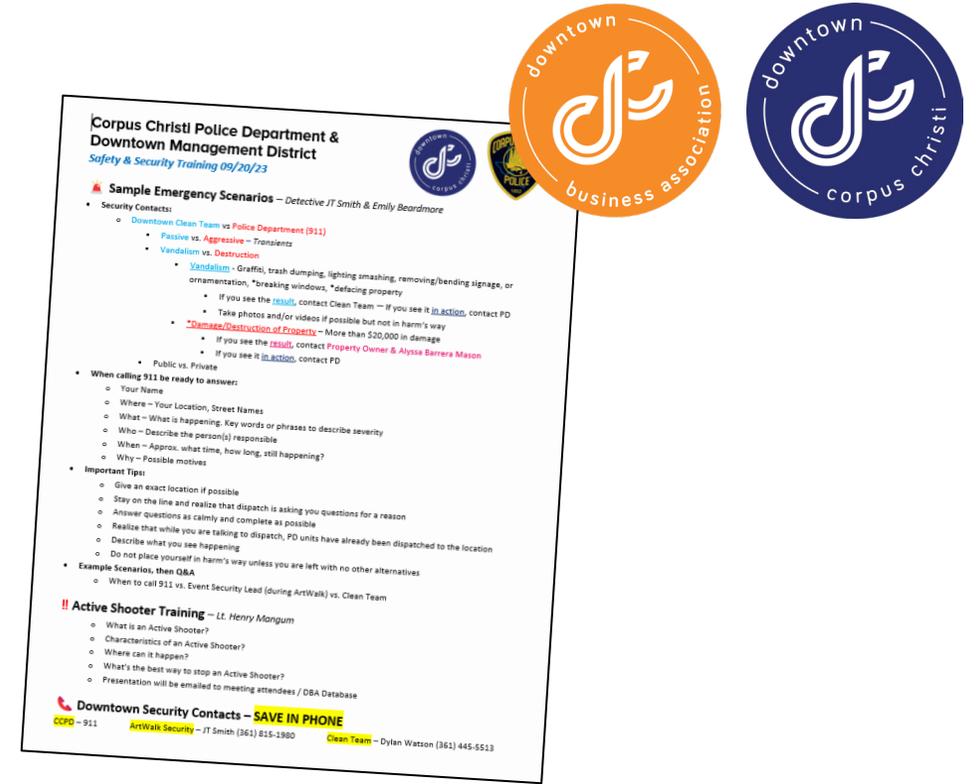
• October 2023

- 10/6 - ArtWalk - MORE INFO BELOW
- 10/6 - HYPBYKE Anniversary & Bike Show
- 10/6-7 - Pride Block Party & Parade at Water's Edge Park
- 10/6 - All Request Piano @ Old Kress Live
- 10/14 – 5k Beer Run @ Nueces Brewing
- 10/14 – Annual Solar Eclipse
- 10/19 - Third Thursday @ the Art Museum
- 10/21 - Surftoberfest @ Surf Club & Water Street Market
- 10/25 - Grow Local Harvest Party @ Art Center
- 10/28 - Dia de los Muertos Festival @ Downtown
- 10/28 - Kevin Gates @ Concrete Street
- 10/28 - CC Queso Fiesta @ BUS
- 10/29 - Chicken Shiz Bingo @ The Annex



DBA

- September Meeting 9/20
 - @ Lazy Beach Brewing Co.
 - 7 Presenters...
 - 42 attendees
- Safety & Security Training 9/20
 - Det. JT Smith & Lt. Henry Mangum
 - 34 attendees
- DBA Members
 - 32 Members for '23-'24
 - Still signing businesses on!
- October Meeting 10/18
 - @ Nueces Brewing Co.



Run Club **FLEET FEET**

- Facilitate micro-communities of interest groups and promote health-focused programming

- Partnerships**

- Fleet Feet – Presenting Sponsor
- Lazy Beach – September After Party
- Nueces Brewing – October After Party
- CC Run Club After Dark – Co-producer/promoter

- Run Club Stats**

- 509 total members (38 increase since last month)
- 277 runners in September

- Health-focused Programming**

- Running – Run Club, Safe Fun Fit, Beer Run
- Biking – Saturday Night Light Ride, HYPEBYKE
- Yoga – Water Dog, Somos, Third Thursdays, Beer Yoga
- Pickleball – Al Kruse, BUS (coming soon)
- Gyms / Crossfit – All Good, Neptune
- Others?





12. Organizational Management

Audit RFP Results



- Issued 3 Times
- Specialized Type of Audit
- 2 Responses – March Timeframe

**CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT
AUDIT PROPOSAL
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

**ERNEST R. GARZA
AND COMPANY, P.C.**
Certified Public Accountants

10201 Leopard #A
Corpus Christi, Texas 78410
Bus. (361) 241-2452
Fax No. (361) 242-1525
Toll Free 1-800-241-1272

MEMBER

American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants



6102 Ayers St. #106
Corpus Christi, Texas 78415
Bus. (361) 723-0685
Fax (361) 723-0689

October 17, 2023

**Corpus Christi Downtown Management District
Board of Directors**

We are pleased to confirm our understanding of the services we are to provide Corpus Christi Downtown Management District for the year ended September 30, 2023. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Corpus Christi Downtown Management District as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Corpus Christi Downtown Management District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Corpus Christi Downtown Management District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Corpus Christi Downtown Management District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. Our report will be addressed to the Corpus Christi Downtown Management District management and the board of directors. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Corpus Christi Downtown Management District' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Corpus Christi Downtown Management District' in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Ernest R. Garza and Company, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to any federal agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ernest R. Garza and Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately October 31, 2023 and to issue our reports no later than December 15, 2023. Ernest R. Garza, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$7,500**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Corpus Christi Downtown Management District and believe this letter accurately summarizes the significant terms of our engagement.

If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Ernest R. Garza & Company, P.C. CPA's

RESPONSE:

This letter correctly sets forth the understanding of Corpus Christi Downtown Management District.

By: _____
Management

Title: _____

Date: _____

By: _____
Governance

Title: _____

Date: _____

FARRIS & FARRIS, CPA'S

CERTIFIED PUBLIC ACCOUNTANTS

*PAUL W. FARRIS, CPA
DEBRA E. FARRIS, CPA*

*13434 Leopard St., #A-29-A
Corpus Christi, TX 78410
(361) 241-0656
Fax (361) 241-0658
farriscpa@aol.com*

Report on the Firm's System of Quality Control

June 5, 2023

To the Owner

Ernest R Garza & Company PC

And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Ernest R Garza & Company PC (the firm) in effect for the year ended August 31, 2022. Our review was conducted in accordance with the standards for Performing and Reporting on Peer Reviews established by the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

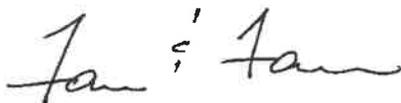
Engagements selected for review included an engagement performed Government Auditing Standards including a compliance audit under the Single Audit Act.

*MEMBER
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS * AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS*

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the accounting and auditing practice of Ernest R Garza & Company PC in effect for the year ended August 31, 2022 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiencies or fail. Ernest R Garza & Company PC has received a peer review rating of pass.

A handwritten signature in cursive script, appearing to read "Farris & Farris".

Farris & Farris CPA's



Expansion Schedule & Campaign - Update

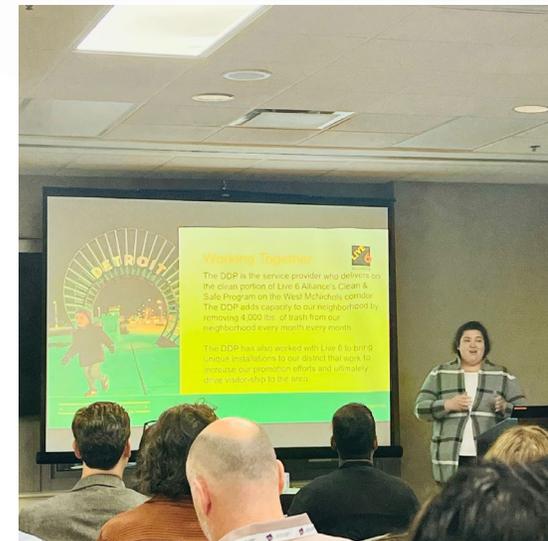
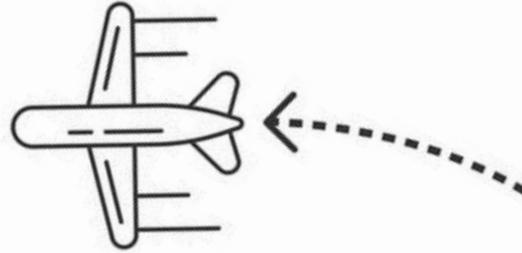
- Need Residence Inn & Post Acute Hospital
- Conducting Percentage Analysis with New Values

International Downtown Association Conference - Chicago



Sessions attended:

- Tu Mexico, Tu Chicago!
- The Future of Michigan Avenue
- South Shore Rising
- Preparing Downtown Districts
- LaSalle Street Reimagined
- GLOWing Downtowns – Light Art Experiences
- Leveraging Partnerships to Serve Detroit Neighborhoods of All Sizes
- Proving Your Value – Methods for Measuring
- Engaging the Media
- The Importance of Aligning Organizational & Individual Values
- Tomorrowland – Sharing Small-Town History
- A Tale of Two Cities
- Winning the War on Talent – Recruitment & Retention
- Best Practices for Small Budget BID/BIA/BIZs
- We're in the Money 501(c)(3)'s Revenue
- The Journey of the Ambassador
- Creating a Layered Approach to Community Safety
- Innovative & Compassionate Solutions to Working with the Unhoused
- Parks as Centerpieces of Downtowns





13. Board Requests for Next Meeting



14. Adjourn