



Board Meeting

November 16, 2023

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

9:00 a.m., Thursday, November 16th, 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 Regular Board of Directors Meeting of October 19th, 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:
- 8) DISTRICT OPERATIONS:
 - a. Clean Team / Block by Block
 - b. Road Work Updates
- 9) PLACEMAKING:
 - a. Motion to Engage Design Workshop for On Call Architecture & Engineering Services
 - b. Downtown Parking
 - c. Holiday Installation Schedule
 - d. Lighting Survey
- 10) ECONOMIC DEVELOPMENT:
 - a. Projects
- 11) PROMOTIONS:
 - a. ArtWalk
 - b. Special Events
 - c. Programming
- 12) ORGANIZATIONAL MANAGEMENT:
 - a. Motion to Approve December Board Meeting Date Change from the 21st to the 14th
 - 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

Minutes, Regular Board of Directors Meeting October 19th, 2023
**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, October 19th, 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, Gutschow, Kucewicz, Lain, Lomax, Maxwell, Molina, Perez, Peterson, Richline, Trevino, & 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, H. Hurlbert, City of Corpus Christi, J. Philipello, Buccaneer Commission, M. Smythe, Day of the Dead Event, D. Loeb & A. David members of the public.

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 C. Lain to approve the Consent Agenda. This was seconded by A. Trevino 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) CITY & PARTNERING ORGANIZATIONS REPORTS:

a) Proposition A

A presentation on the proposed Proposition A was made by Assistant City Manager Hurlbert supported by J. Philipello after which there was some discussion.

b) Dia de los Muertos Festival.

M. Smythe provided a presentation and update on road closures / parking for the festival.

At the end of the two presentations Chairman Peterson reopened item 6. Public Forum as two members of the public had arrived and expressed a wish to comment on the Proposition A presentation. D. Loeb and A. David individually addressed the Board on this topic.

Due to constraints of time Chairman Peterson moved to Item 12 on the agenda.

12) ORGANIZATIONAL MANAGEMENT:

a. Audit RFP Results – Update with Possible Action:

Ms. Mason advised that there had been zero response to the RFP for audit services and E. Garza & Co had agreed to undertake the 2023 audit.

A motion to accept the proposal from E. Garza & Co was made by C. Lain, seconded by B. Molina and passed unanimously.

Chairman Peterson moved to Item 14 on the agenda.

14) Adjourn

Meeting adjourned at 10:10a.m.

_____ Dee Dee Perez, Vice-Chairman.

Corpus Christi Downtown Management District.
Balance Sheet
As of October 31, 2023

Oct 31, 23

ASSETS

Current Assets

Checking/Savings

1000 - Bank Deposits

1100 - Petty Cash 15.56

1150 - PayPal 4,336.37

1215 - American Bank Operating Account 11,586.57

1223 - American Bank EFT Account 88,962.49

1284 - American Bank Office Account 535.12

Total 1000 - Bank Deposits 105,436.11

Total Checking/Savings 105,436.11

Accounts Receivable

11000 - Accounts Receivable 253,174.78

Total Accounts Receivable 253,174.78

Other Current Assets

2000 - Current Assets

2200 - Prepayments 9,583.52

2300 - Inventory Asset 1,372.41

Total 2000 - Current Assets 10,955.93

Total Other Current Assets 10,955.93

Total Current Assets 369,566.82

TOTAL ASSETS 369,566.82

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 - Accounts Payable 109,103.67

Total Accounts Payable 109,103.67

Other Current Liabilities

23100 - Accruals 50,000.00

24000 - Payroll Liabilities

24200 - Retirement Contributions 7,218.36

Total 24000 - Payroll Liabilities 7,218.36

25500 - Sales Tax Payable 13.64

Total Other Current Liabilities 57,232.00

Total Current Liabilities 166,335.67

Total Liabilities 166,335.67

Equity

30000 - Opening Balance Equity 160,983.44

32000 - Unrestricted Net Assets -2,873.04

Net Income 45,120.75

Total Equity 203,231.15

TOTAL LIABILITIES & EQUITY 369,566.82

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

	<u>Oct 23</u>	<u>Oct 23</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Income	232,611.24	232,611.24	2,244,536.00	10.36%
Gross Profit	232,611.24	232,611.24	2,244,536.00	10.36%
Expense				
60000 - District Operations	52,436.15	52,436.15	656,366.00	7.99%
62000 - Economic Development	0.00	0.00	21,000.00	0.0%
63000 - Placemaking	28,403.86	28,403.86	142,607.00	19.92%
64000 - Promotions	15,848.11	15,848.11	305,700.00	5.18%
65000 - Organizational Management	90,802.37	90,802.37	1,086,183.00	8.36%
69810 - Transfer to Reserve	0.00	0.00	32,680.00	0.0%
Total Expense	187,490.49	187,490.49	2,244,536.00	8.35%
Net Ordinary Income	45,120.75	45,120.75	0.00	100.0%
Net Income	<u>45,120.75</u>	<u>45,120.75</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 - 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	11/16	Absences
1	Barrera, Jaime. N	4/3/20	9/30/26	1/23	361-563-5083	√	√	√	1	√	√	√	1	1	1		4
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	√	1		4
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					10	14	12	11	14	14	11	10	10	13		
																	9
																	5
					Term to 9/30/26												[9]
					Term to 9/30/24												[6]
	V - In Attendance				* indicates Officer												

October 2023 - voting	Present	Consent.	9a.	12a.		
Barrera, Jaime. N	3					
Charles, Robert	√	√		√		
Gignac, Raymond	√	√		√		
Gutschow, Eric	√	√		√		
Kucewicz, Krystof	√	√		√		
Lain, Casey	√	√		√		
Lomax, Lesley	√	√		√		
Maxwell, Janet [Treasurer 9/20-9/22]*	√	√		√		
Molina, Ben (replaces Lomax, B)	√	9:17am		√		
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	3					
Trevino, Adrienne (replaces Boyd, C)	√	√		√		
Votzmeyer-Rios, Cheryl	√	√		√		



8. District Operations

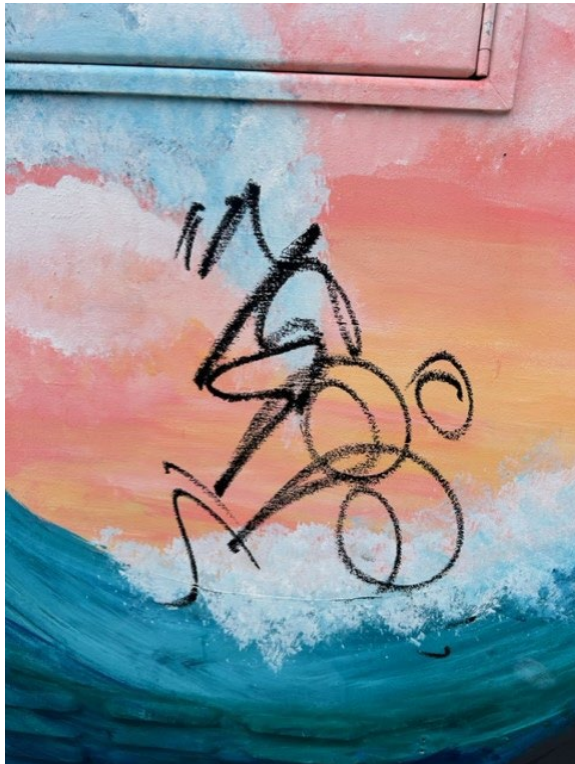
Clean Team / Block by Block Update



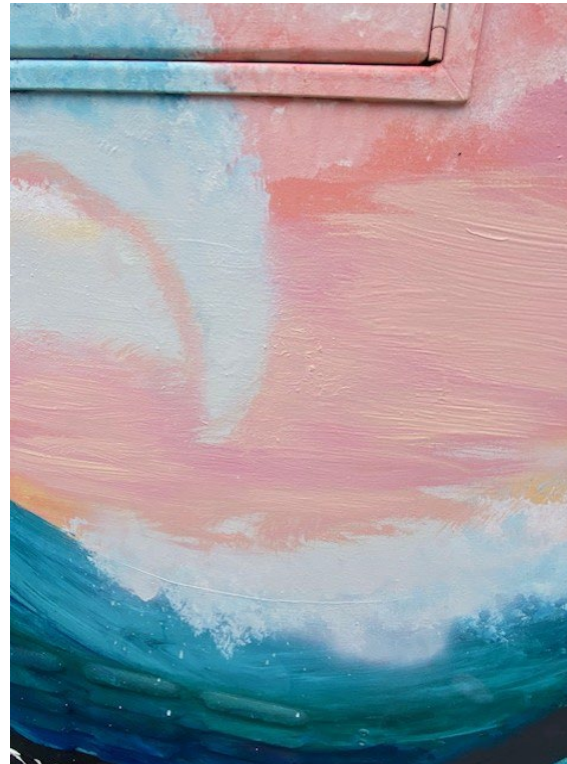
Graffiti Removal

- 56 graffiti tags removed in October
- Over double compared to same period last year

Before



After



Clean Team / Block by Block Update



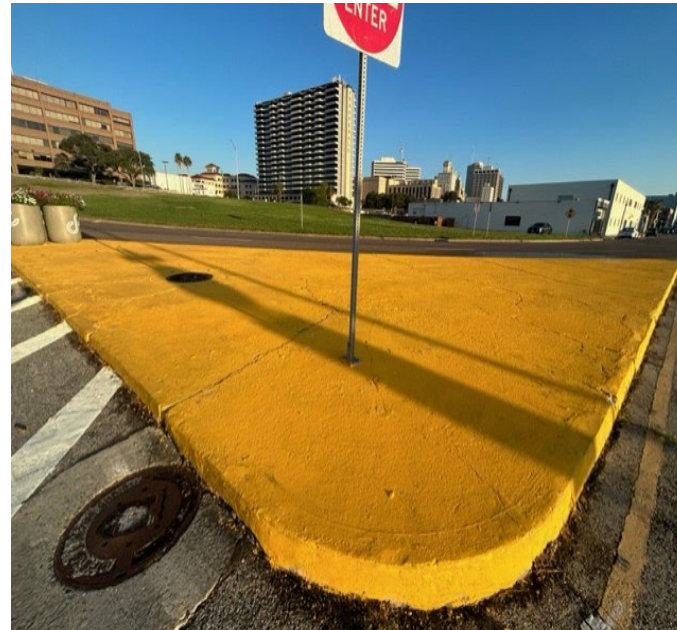
Beautification/Safety Improvements

- Complete repaint of median at Chaparral and Kinney intersection
- Used 8 gallons of yellow curb paint
- More recognizable to drivers entering our downtown, especially at night

Before



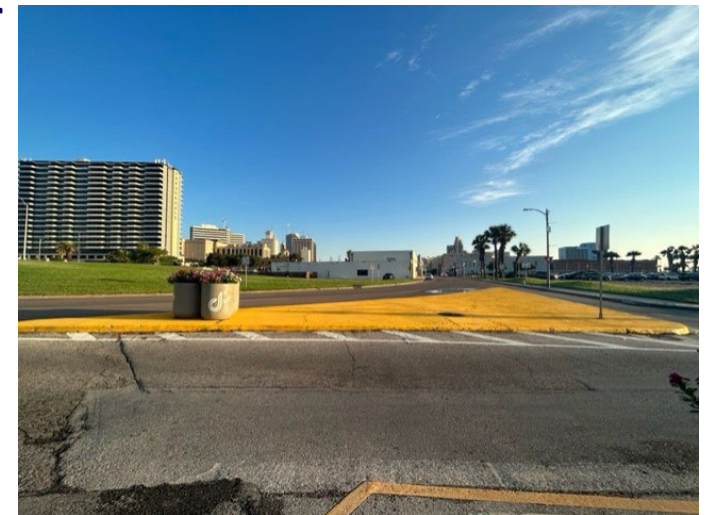
After



Before



After



Clean Team / Block by Block Update



Holiday Preparation

- Peppermint lane banners installed throughout district
- Illuminando; over 30 light bundles and 15 power boxes replaced
- Holiday Tree count: Over 130 trees strung with lighting in our downtown

Before



After



Road Work Updates



Schatzell & Lawrence Streets

- 10/19 - Update of delayed roadwork sent out.
- 10/24 - Updated schedule of impending roadwork sent out.
- 10/27 - Update of delayed roadwork due to weather sent out.
- 11/6 - Roadwork started on Lawrence Street and Broadway Middle.



Road re-pavement of Schatzell and Lawrence Streets, Corpus Christi DELAYED due to impending weather

Roadwork that was set to begin on **Monday, October 30, 2023**, from Middle Broadway to Schatzell and Lawrence Streets, has been **delayed due to impending weather next week**. Road work is slated to now begin **Monday, November 6, 2023**, and will continue with a 12-day schedule as planned.

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

For any questions or comments about the roadwork timeline, please contact the DMD office at (361)882-2363. We apologize for any inconvenience and thank you for your understanding.





9. Placemaking

Memo

To: DMD Board of Directors
From: Alyssa B. Mason, Executive Director
Date: November 16, 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
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**

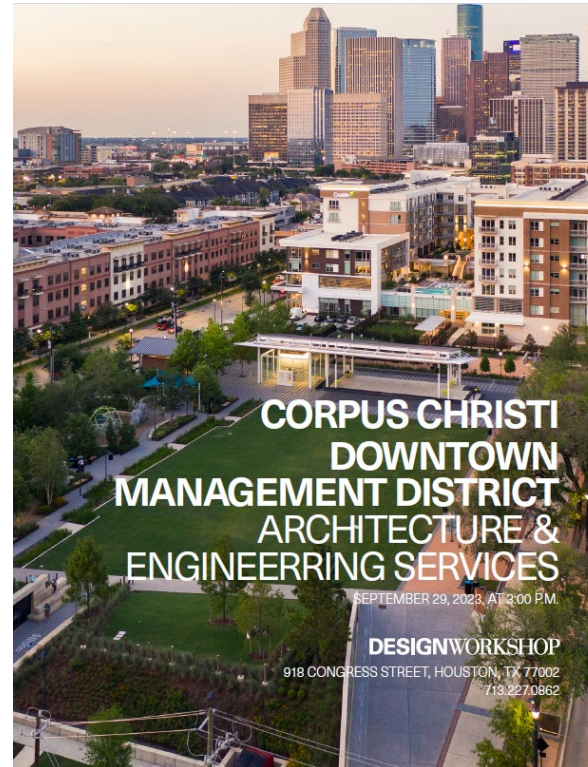
<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
PRINCIPAL	\$225 to \$450
ASSOCIATE / LANDSCAPE ARCHITECT	\$110 to \$200
INTERN	\$65
PROJECT ASSISTANT	\$110 to \$150

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

RFQ: On-Call Architecture & Engineering Services



- Identified a need for architecture & engineering services for upcoming & future projects:
 - Agnes / Laredo entry to downtown
 - Assessing & updating urban design standards
 - Pet friendly spaces in downtown
- Closed RFQ on 9/29.
 - Received one response from Design Workshop.
 - Scored 85/85 points
- Contract for engagement for approval



Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

918 Congress Street
Houston, TX 77002
713.227.0862
designworkshop.com

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

Ownership Structure:
100% Employee Owned
(ESOP) S Corporation

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

Firm Headquarters:
1390 Lawrence St #100,
Denver, CO 80204

Total Employees:
170

Texas Employees:
34

September 29, 2023

Kristen Acock
Corpus Christi Downtown Management District
P.O. Box 2527
Corpus Christi, TX 78403

Re: RFQ for Architecture & Engineering Services

Dear Ms. Acock and Members of the Selection Committee,

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 cultivated 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 713.3576461. We look forward to hearing from you.

Respectfully,

A handwritten signature in blue ink that reads 'Brian Chambers'.

Brian Chambers, Principal

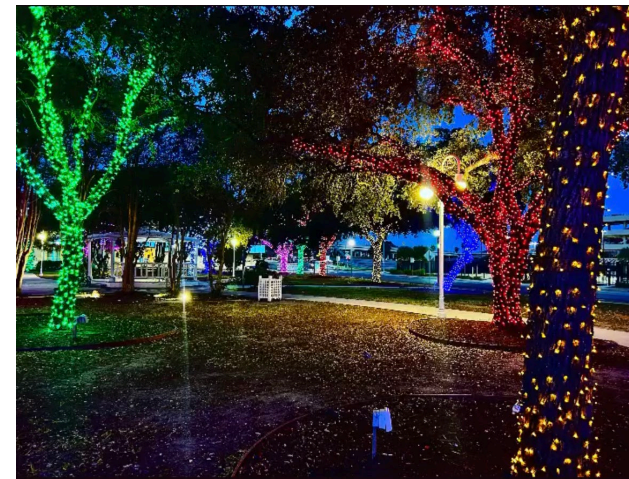
Downtown Parking

- 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.
 - Estimates from City to repave 9 lots:
 - Asphalt: **\$7,291,049.06**
 - Concrete: **\$13,403,624.06**
 - Budgeted for pilot pervious parking surface, currently not in compliance, working with Public Works to get this parking structure approved.



Holiday Installation Schedule

- The Port Holiday Tree
 - 10/23-10/27: Frame
 - 11/1: Panels
- 10/31-11/3: 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



Lighting Survey

- Bond 2018 Project: Replace lights in downtown Marina Arts District
- Conducted a two-part lighting survey focusing on:
 - Marina Arts District
 - TIRZ #3
- Findings:
 - Marina Arts District could use improvements with better lights in same configuration
 - TIRZ #3 not as well lit. ROW and private property needs improvements.





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	\$19,871,896
Incentive Proposed	<ul style="list-style-type: none"> Streetscape & Safety - \$1,000,000 Rooftop Activation - \$1,000,000
Completion Date	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. A ribbon cutting was held on October 19th, and final details are still being completed. They were issued a temporary Certificate of Occupancy.
Project Cost	• \$1,794,093
Incentive Proposed	• Streetscape & Safety Program - \$200,000
Completion Date	• May 31, 2024



Law Office of Jason Wolf (Update)



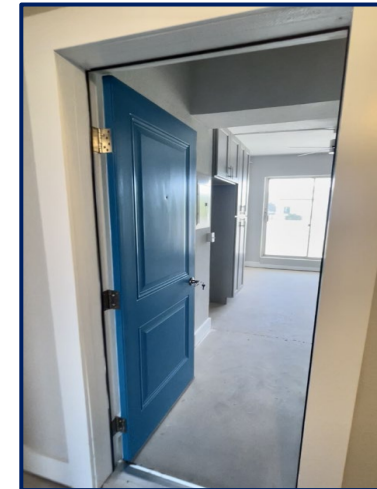
Location	226 Tancahua Street
Description	<ul style="list-style-type: none"> The Law Office of Jason Wolf will be the new home of 20-year criminal defense attorney, Jason Wolf, and other local attorneys. Exterior improvements include: roof repair, windows, paint, lighting, signage, security cameras, and repaving the parking lot. They have completed the exterior wall paint, parking lot, lighting, roof repairs, window replacement, and security camera installation.
Project Cost	\$58,638
Incentive Proposed	<ul style="list-style-type: none"> Streetscape & Safety Program - \$29,319
Completion Date	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	\$5,011,315
Incentive Proposed	<ul style="list-style-type: none"> Downtown Living Initiative - \$580,000 Project Specific - \$98,000
Proposed Completion Date	September 30, 2024





11. Promotions

ArtWalk

MusicWalk – September 1, 2023



- Launch of Expansion Plan
- Designation - Official Music City of Texas
 - Film & Music Commission – Emily Zertuche
 - Music Advisory Council – Casey Lain
- **26,000 visits in MAD – NEW RECORD!**
- **380+ Businesses involved:**
 - 🌟 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



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

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

VISITCORPUSCHRISTI.COM/MUSICWALK/
#MUSICFRIENDLYCC #MUSICWALKCC

SPONSORS: 9NEWS, AmericanBank CENTER, PLANET 2023, THE POINT, VISIT CORPUS CHRISTI, GST, etc.

ArtWalk

Halloween / Islander Weekend - October 6, 2023



- 29,700 visits in MAD – NEW, NEW RECORD!
- 249 Businesses involved:
 - 12 Block Curators
 - 187 Vendors & food trucks (58 in '22)
 - 22 Businesses Showcased
- **Entertainment**
 - 8 Stages
 - 20 Musicians/Performers
- **Traffic Control Plan Notice**
 - Sent to downtown businesses on 9/29, week before. Reminder sent 10/4, two days prior.

PRESENTED BY H-E-B

ARTWALK

FRIDAY, OCTOBER 6th | 6 - 10PM

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

Map features: Ride Share Drop-off, RTA Shuttle (From TAMUCC), Free Parking, Paid Parking.

Sponsors: Downtown Corpus Christi, H-E-B, ART CULTURAL CORPORATION, GST, The Point.

ArtWalk

Halloween / Islander Weekend - October 6, 2023



ArtWalk

Holiday Series Kick Off - November 3, 2023



- 22,800 visits in MAD
 - 17,600 in '22 – 5,200 increase
- 234 Businesses involved:
 - 11 Block Curators
 - 174 Vendors & food trucks (48 in '22)
 - 22 Businesses Showcased
- **Entertainment**
 - 9 Stages
 - 18 Musicians/Performers
- **Traffic Control Plan Notice**
 - Sent to downtown businesses on 10/27, week before.



ArtWalk

Holiday Series Kick Off - November 3, 2023



ArtWalk

Holiday Series Kick Off - November 3, 2023



Event Stats	Aug. 2023	Sep. 2023	Oct. 2023	Nov. 2023	Nov. 2022
ArtWalk Attendance	25,100	26,000	29,700 <i>(Record)</i>	22,800	17,600
# of Vendors	92	213	164	153	43
# of Food Trucks	20	27	20	20	5
# of Block Parties/Park Parties	4/2	10/2	11/2	11/2	4/1
# of Block Curators	4	10	12	11	
# of Outdoor Stages	9	8	8	9	3
Business Partners	19	25	14	16	14
Special Features	ArtWalk's 13 th Birthday	MusicWalk	TAMUCC Parents Weekend & Pride	The Port of CC Holiday Tree	The Port of CC Holiday Tree

**Reporting is based on the number of visits within the Mariana Arts District during the entire ArtWalk day.*

Special Events

Downtown Holiday Series 2023



- **11/3 The Port's Holiday Tree**
 - Presenting - Port of Corpus Christi
- **11/5-12/17 Holiday Market on Peppermint Lane (7 Sundays)**
 - Presenting - NEC Co-op
 - Letters w/ Santa - RETRO
 - Santa Selfie – NIVO Solar
- **12/1 Mayor's Merriest Décor / ArtWalk**
 - Presenting - AEP Foundation
 - ArtWalk – H-E-B
- **12/2 H-E-B Christmas Tree**
 - Presenting - H-E-B
 - Pop-up Bar - Andrew's
- **12/2 The Port's Illuminated Boat Parade**
 - Presenting - Port of Corpus Christi

DOWNTOWN CORPUS CHRISTI HOLIDAY SERIES
 NOVEMBER - DECEMBER 2023 EVENT SCHEDULE

- HOLIDAY Tree**
 FRIDAY, NOVEMBER 3
 LA RETAMA PARK
 Kick off the holidays in Downtown! The Holiday Tree lights up in early November during ArtWalk Block Parties.
- Holiday Market on Peppermint Lane**
 NOVEMBER 5, 12, 19, 26
 DECEMBER 3, 10, 17
 CHAPARRAL ST.
 Take a stroll down Peppermint Lane, try tasty treats, shop local, and celebrate the holidays on select Sundays this season.
- ART CENTER HOLIDAY MARKET**
 NOVEMBER 29
 DECEMBER 6, 13, 20
 CHAPARRAL ST.
 Local artisans, crafters, and creatives will be popping up at the Art Center from 5-8 p.m. on Wednesdays selling seasonal treats and gifts!
- MERRIEST DOWNTOWN DECOR CONTEST**
 FRIDAY, DECEMBER 1
 DOWNTOWN CORPUS CHRISTI
 Dozens of Downtown businesses light up and decorate their storefronts and interiors to compete for prizes!
- H-E-B CHRISTMAS TREE**
 SATURDAY, DECEMBER 2
 WATER'S EDGE PARK
 Experience the lighting of the H-E-B Christmas Tree, take photos with Santa, and enjoy live music, vendors, and food trucks.
- ILLUMINATED BOAT PARADE**
 SATURDAY, DECEMBER 2
 DOWNTOWN SEAWALL
 See the Downtown Marina come to life with a holiday-themed boat parade! Plus, grab hot chocolate and treats from local pop-up vendors!

For more information visit: GODOWNTOWNCC.COM/HOLIDAYS
 Facebook & Instagram: @DOWNTOWNCORPUSCHRISTI

Holiday Market
 ON PEPPERMINT Lane
 SUNDAYS 2 - 7 PM | CHAPARRAL ST.
 NOVEMBER 5, 12, 19, 26 | DECEMBER 3, 10, 17

Browse dozens of pop-up holiday vendors, and enjoy seasonal specials and products at downtown restaurants and shops.

Market Features!
 POP-UP VENDORS | HOLIDAY SHOPPING & GIFTS | FOOD TRUCKS | MUSIC

Santa Selfie Station

MERRIEST
 DOWNTOWN DECOR CONTEST
 POWERED BY AMERICAN ELECTRIC POWER FOUNDATION
 FRIDAY, DECEMBER 1 | 6 - 10 PM

HEB ARTWALK
 HOLIDAY SPECIALS & LIVE MUSIC
 Venues, Bars, & Shops in Downtown

PEOPLES CHOICE VOTING
 Dec. 1-30 Downtown Facebook & Instagram

WINNERS & PRIZES
 Prizes for 7 decor categories!

H-E-B CHRISTMAS TREE
 SATURDAY, DECEMBER 2 | 4 - 9 PM

Join us for the annual **H-E-B TREE LIGHTING CEREMONY** Beginning at 6 PM at Water's Edge Park

Event Features!
 POP-UP VENDORS
 FOOD TRUCKS
 LIVE MUSIC

Pictures with Santa!

#GODOWNTOWNCC

ILLUMINATED BOAT PARADE
 PRESENTED BY PORT CORPUS CHRISTI
 SATURDAY, DECEMBER 2 | 6 - 9 PM

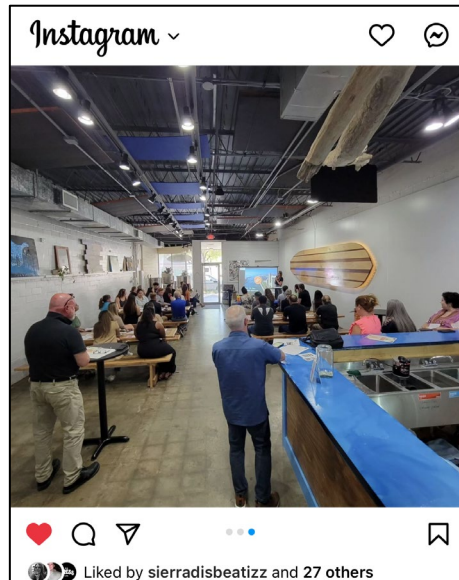
Join us for the Port of Corpus Christi **ILLUMINATED BOAT PARADE** Parade starts at 7:30 PM on the Downtown Seawall

Event Features!
 BOAT DECOR CONTEST | POP-UP VENDORS
 FOOD TRUCKS | MUSIC | LIVE ANNOUNCERS

Programming

Downtown Business Association

- **33 DBA Members '23-'24**
 - *Still signing businesses on!*
- **9/20 September Meeting**
 - @ Lazy Beach Brewing Co.
 - **7** Presenters, **42** attendees
 - *Safety & Security Training*
 - Det. JT Smith
 - Lt. Henry Mangum
- **10/18 October Meeting**
 - @ Nueces Brewing & BBQ
 - **4** Presenters, **18** attendees
- **11/15 November Mixer**
 - @ La Playa by the Bay
 - Sign on for Mayor's Merriest



Downtown Run Club

- **Partnerships**
 - **Fleet Feet** – Presenting Sponsor
 - **Lazy Beach** – September After Party
 - **Nueces Brewing** – October After Party
 - **The Gold Fish** - November After Party
 - **CC Run Club After Dark** – Co-producer/promoter
- **Run Club Stats**
 - **524** total members
 - **277** runners in September
 - **285** runners in October





12. Organizational Management



Expansion Schedule & Campaign - Update

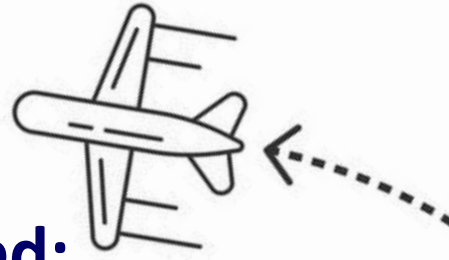
- Currently have 47.6% of South Downtown Boundary

Frost Bank	39.5%
Agnes Water – 401 Water Street	3.6%
Shoreline Terrace	4.5%
Total	47.6%

Options -

- Residence Inn: 18.7%
- U&I, Wilhelmi Holland, Annex, Car Museum, Greek Orthodox Church: 3.4%
- Methodist Church: 44% of NEW BOUNDARY

International Downtown Association Conference - Chicago



Walking Tours attended:

- Tu Mexico, Tu Chicago!
- The Future of Michigan Avenue
- South Shore Rising

Sessions attended:

- Preparing Downtown Districts: Security & Threat Management in the Age of Active Threats - Understand concepts and challenges in increasing security and threat management capabilities given the evolving nature of the threat environment.
- +15 Dynamic & educational sessions





13. Board Requests for Next Meeting



14. Adjourn