

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI AND
THE CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT
TO ENCOURAGE THE REDEVELOPMENT OF DOWNTOWN CORPUS CHRISTI

This Interlocal Cooperation Agreement ("Agreement") is made between the Corpus Christi Downtown Management District ("DMD"), created under Chapter 375 of the Texas Local Government Code, and the City of Corpus Christi, Texas ("City") a municipal corporation.

WHEREAS, the DMD and the City desire to enter into an Agreement under the Interlocal Cooperation Act to provide for Downtown Corpus Christi redevelopment ("Project");

Now, therefore, in consideration of the mutual covenants in this Agreement, the City and the DMD (each, "Party") authorized by appropriate actions of their governing bodies, agree as follows:

Article I. DEFINITIONS

"Corpus Christi Downtown Management District" means a municipal management district created under Chapter 375 of the Texas Local Government Code, for the area bounded to the north by Interstate Highway 37, to the south by Kinney Street, to the west by North Lower Broadway, and to the east by Corpus Christi Bay and includes the area within the Corpus Christi Marina.

Article II. SERVICES

2.01 General Services Requested by City.

In accordance with the DMD's Three Year Strategic Plan (Attachment A), DMD shall provide the following services to assist in the redevelopment of Downtown Corpus Christi:

- (a) DMD Operations – Create a cleaner, safer, more beautiful and accessible DMD and Greater Downtown Area.
- (b) Development & Improvement – Attract new businesses, development and residences; increase sales activity and street level occupancy and improve existing buildings and urban design.
- (c) Marketing & Events – Increase sales, visitorship and investment in the DMD and improve DMD visibility through strategic marketing and developing/managing events.
- (d) Organization Management – Continue to build organizational capacity, relevance and recognition in the community.

2.02 Additional Services Requested by City.

In addition to the DMD's stated priorities in the Three Year Strategic Plan, the City requests specific activities to be undertaken by the DMD as follows:

- (a) Landscaping Advisory and Maintenance – Assist the City in planning optimal landscaping and greenery for public improvement projects. Assume

maintenance for installed features upon completion of construction, as mutually agreed upon.

- (b) Property Management - Assist the City with code enforcement and rehabilitation projects within Corpus Christi, including ensuring the proper maintenance of vacant buildings, by acting as a resource to the City.
- (c) Research - Conduct surveys of the owners of businesses and properties within Downtown Corpus Christi to determine their needs and priorities, also researching best practices, and fulfilling these needs and priorities.
- (d) TIRZ #3 Administration- Assist the City with the administration of a Tax Increment Reinvestment Zone #3 to support infrastructure improvements within Downtown Corpus Christi, and adjacent areas; recommend projects for consideration of the TIRZ#3, and implement projects that accomplish goals of redevelopment, and make a recommendation to the City for one DMD representative to be appointed to the Board of Directors of TIRZ #3.
- (e) Parking Advisory Committee- Nominate two DMD representatives to be appointed members of the Parking Advisory Committee in compliance with Section 53-196(b)(1)(b), Code of Ordinances.

Section 2.03 Safety & Security Partnership

In accordance with the Safety & Security Partnership Scope of Services (Attachment B), DMD agrees to provide City with Bike Patrol Officers and Downtown Ambassadors to patrol the Downtown. DMD also agrees to provide City with a police supervisor to do the necessary recruiting and scheduling of the officers (fill schedule developed by DMD). The Bike Patrol Officers (may also walk or utilize Segways) will be Off-Duty Police Officers of the City Police Department who have received the necessary approvals from the City Police Chief.

City shall compensate DMD in an amount of at least One Hundred Thousand Dollars (\$100,000), subject to annual allocation by City Council, for services performed under the Partnership, including necessary supplies, liability insurance, equipment and maintenance costs for the Partnership. DMD shall submit properly itemized invoices for services performed under this Agreement and shall cooperate with and provide any other necessary information, including Benchmark performance to City. City shall pay DMD within thirty (30) days after receipt of such properly itemized invoices according to the Texas Prompt Payment Act.

City and DMD agree that the police officers and security ambassadors are not employees of the City when contracted or employed by the DMD. As such, DMD is solely responsible for all employment-related taxes. DMD acknowledges that the City is not responsible for any losses related to DMD's or the officers and ambassadors' actions. DMD has no authority, express or implied, to bind or obligate City in any way.

DMD shall maintain insurance coverage as outlined in Attachment C, attached hereto and incorporated herein for all purposes.

Section 2.04 Annual Service Plan.

Each year, the DMD shall provide a Service Plan, which outlines the overall objectives of the DMD, to the City Manager. The Plan must describe the plan of action for the upcoming year, including a line item budget and significant initiatives.

- (a) Draft Plan - By August 1 of each year, the DMD shall prepare and deliver to the City Manager or the City Manager's designee ("City Manager") a preliminary plan to deliver services to Downtown Corpus Christi during next fiscal year. The preliminary plan must address City Council goals for Downtown Corpus Christi, including a plan to increase commerce in Downtown Corpus Christi, and must state the DMD's revenue received from the DMD's ad valorem taxes from the previous fiscal year.
- (b) Final Plan – By October 1 of each year, the DMD shall submit a final plan to the City Manager.

Section 2.05 City Obligations

In order to support the DMD in accomplishing the objectives outlined in this agreement the City shall:

- (a) Appoint a representative from the City to serve in advisory capacity to the DMD's Board of Directors.
- (b) Assist the DMD with its best efforts in order to carry out the objectives outlined in the Agreement, including waiving of Administrative Fees, supporting DMD pre-approved, reoccurring special events in designated locations, and providing information, as requested by DMD.

Article III. FINANCIAL REQUIREMENTS

Section 3.01 Subject to Annual Appropriations

The parties agree and understand that funding under this Agreement is subject to annual appropriations by the City Council, and that each fiscal year's funding must be included in the City's budget for that year. Funding is not effective until the City's budget is approved by the City Council.

Section 3.02 City Match

In consideration for the DMD's performance under this Agreement (outside Section 2.03), City agrees to make payment to the DMD matching the DMD's revenue received from the DMD's ad valorem taxes each fiscal year, in four equal quarterly payments, for work performed during the fiscal year.

- (a) The payments to the DMD will be based on the DMD's revenue received from the DMD's ad valorem taxes from the previous fiscal year, as certified by the Appraisal DMD by July 31 of the current calendar year, from the previous fiscal year.
- (b) The quarterly payments will be made no later than thirty (30) days after the last business day of the last month of each fiscal year quarter. If the DMD has not received their quarterly payment from the City by that due date, the DMD shall give the City Finance Director notice in writing no later than fifteen days (15) days after that missed due date, requesting payment.
- (c) The City's payments are contingent upon receipt of the DMD's Quarterly Report

for each fiscal quarter, as required by Section 4.01 of this Agreement, within thirty (30) days of the end of that fiscal quarter.

- (d) Any annual increase in the City's payments to the DMD may not exceed the percentage increase in ad valorem taxes received by the City over the prior year, unless mutually agreed upon by City and DMD.

Section 3.03 Use of Funds

The DMD shall use funds provided under this Agreement for purposes outlined herein and no other. The funds provided for under this Agreement must be budgeted for administrative expenses.

Section 3.04 Interest Earned

Interest earned on funds contributed to the DMD by the City must be clearly identified, credited, and reflected on the books as resulting from the investment of the funds. The interest earned is available for the DMD's use.

Section 3.05 Fiduciary Duty

The parties agree that receipt of these funds creates a fiduciary duty of the DMD.

Section 3.06 Audit Requirement

The DMD shall provide an independent audit for expenditures of funds allocated under this agreement for each year based on its fiscal year. The DMD shall provide a copy of the independent audit to the City Manager within one hundred twenty (120) days after the end of the DMD's fiscal year, as an addendum to the Annual Report. The City has the right to its own audit of funds provided under this agreement, with appropriate prior notice to the DMD.

Section 3.07 Generally Accepted Accounting Principles

The accounting records and independent audit must conform to the accounting standards as promulgated by a Certified Public Accountant under Generally Accepted Accounting Principles ("GAAP") and to the requirements of applicable state law, so as to include a statement of support, revenues and expenses, and balance sheets for all funds.

Section 3.08 Financial Records

The books of account of the funds held by the DMD must be maintained in a form approved by the City's Director of Finance, and must be available for inspection and copying by the Director, or the Director's authorized agents and representatives, during regular business hours of the DMD. Records must be maintained for at least 3 years after the expiration or termination of this agreement.

Article IV. PERFORMANCE REPORTS & MEASUREMENT

Section 4.01 Performance Reports

The DMD shall report quarterly to the City Council on its activities and work accomplished. The DMD shall make any special presentations or prepare specific reports, if requested by the members of the City Council, within thirty (30) days of a request.

The Quarterly Performance Report is due within thirty (30) days after the end of each fiscal quarter and should include:

- a. A description of each project undertaken by the DMD in fiscal quarter.
- b. The status of projects.
- c. The amounts expended on each project.
- d. The accomplishments of its performance measures for the fiscal year, as specified in Article V of this Agreement.

Section 4.02 Annual Report

The DMD shall be deemed to have met its performance requirements for the fiscal year upon accomplishment of the objectives outlined in Section 2.01 of this Agreement. The DMD will prepare an Annual Report summarizing the accomplishments of the year.

Article V. MISCELLANEOUS

Section 5.01 Implementation

The City Manager and Executive Director for the DMD are authorized and directed to take all steps necessary or convenient to implement this Agreement.

Section 5.02 Warranty

This Agreement has been officially authorized by the governing body of the City and the DMD, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind their respective party to this Agreement.

Section 5.03 Expending Funds

Any payment made by the DMD or the City for any of the costs or expenses that either incurs under this Agreement must be made out of current revenues available to the paying party as required by the Interlocal Cooperation Act.

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

Section 5.04 Term of Agreement

The effective date of this Agreement ("Effective Date") is October 1, 2015, after the last approval by one of the Parties, for a term of one year, automatically renewing annually, unless either party cancels its participation by giving written notice to the other parties at least sixty days before the end of each annual term. The continuation and renewal of this

agreement is contingent upon the continued existence of the DMD.

Section 5.05 Severability

If any portion of this Agreement, or its application to any person or circumstance, is ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Agreement is not affected and continues to be enforceable under its terms.

Section 5.06 Nondiscrimination

DMD and any subcontractors shall not discriminate against any employee or independent contractor to be utilized in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

Section 5.07 Waiver

City's delay or inaction in pursuing remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies contained herein or available by law.

Section 5.08 Immunity Not Waived

Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

Section 5.09 Competitive Procurement

In regards to expenditures made in furtherance of this agreement, DMD shall utilize a competitive bidding process as required by state law when making expenditures in excess of \$50,000 for any single contract or for expenditures in excess of \$50,000 in the aggregate for any contract. DMD shall not avoid the application of competitive bidding by purposely dividing a single purchase into smaller components so that each component purchase is less than \$50,000 or make component, sequential or incremental purchases to avoid the competitive bidding requirements.

Section 5.10 Notices.

Any notice, correspondence or payment made pursuant to this Agreement shall be sent by first-class US mail, addressed to:

To the City:

Ron Olson
City Manager
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469

To the District:

Terry Sweeney
Executive Director
Corpus Christi Downtown Management District
223 N. Chaparral, Suite A
Corpus Christi, Texas 78401

Section 5.11 Amendments or Counterparts.

This Agreement may not be amended except by written Agreement approved by the governing bodies of the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original all of which shall constitute but one and the same instrument.

Section 5.12 Modifications.

No officer or employee of any of the Parties may waive or otherwise modify the terms in this Agreement, without the express action of the governing body of the Party.

Section 5.13 Captions.

Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

Section 5.14 Governing Law and Venue.

This Agreement is be governed by the laws of the State of Texas. Venue for an action arising under this Agreement is in Nueces County, Texas.

EXECUTED on the dates indicated below binding the respective parties as of the date of last signature.

CITY OF CORPUS CHRISTI

CORPUS CHRISTI DOWNTOWN
MANAGEMENT DISTRICT

By: _____
Ronald L. Olson
City Manager
Date: _____

By: _____
Terry Sweeney
Executive Director
Date: _____

ATTEST:

Rebecca Huerta,
City Secretary

Approved as to Form
City Attorney's Office

Attachment A
DMD Three – Year Strategic Plan



CORPUS CHRISTI

DOWNTOWN MANAGEMENT DISTRICT

THREE-YEAR
STRATEGIC PLAN

NOVEMBER 2014





CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT

Who We Are

The Corpus Christi Downtown Management District (DMD), established in 1993, is a professional Downtown management district representing property owners and stakeholders within the area bounded by Kinney Street to I-37, and Lower Broadway to the Corpus Christi Marina L and T-Heads. In 2013, the property owners voted to renew the district through 2023.

Staff

Terry Sweeny, Executive Director
Alan Albin, Special Projects Manager



BOARD OF DIRECTORS

Casey Lain, Chairman
Trey Bates, Vice Chairman
Tim Heuston, Treasurer
Glenn Peterson, Secretary
Raju Bhagat
Con Browne
Raymond Gignac
Joe Gonzalez
Brad Lomax
Wayne Lundquist
Janet Maxwell
Dee Dee Perez
Michael Richline
Jonathon Richter
Harold Shockley, Jr.

What We Do

Our mission is to create a successful, vibrant bayfront/seaside Downtown District and positively impact the greater Downtown area by proactively and strategically working with our partners to:

- Provide enhanced cleaning, beautification and safety services.
- Develop and improve the district.
- Market and promote the district.
- Address critical issues that affect the success of District and greater Downtown area on behalf of our stakeholders and the regional community.

What We Value

Our Staff and Board believe we must value attributes and guiding principles that will make us successful. We call them "The Five B's of Success":

1. **Be Results Driven & Accountable:** Do More, Do It Better, Do It Now!
2. **Be Passionate:** Work Hard, Play Hard; Celebrate the Victories-Large and Small!
3. **Be Strategic, Proactive, & Creative:** Think Outside the Box, Make a Positive Difference Every Day!
4. **Be a Winner, Possess A Can-Do, Winning Attitude:** Our First Answer is, Yes we can!
5. **Be Servant Leaders:** Be of Value and Relevant. Collaborate, Partner, Problem Solve!

Winning: What Does Mission Success Look Like?

- Cleaner, safer and more beautiful District.
- Attracting a wave of new District and Downtown investments and businesses.
- Improved consumer perceptions of the District and Downtown.
- Attracting new financial resources and regional leadership to support the DMD mission.

3 Year Strategic Plan Process

On May 22, 2014 the DMD Board gathered to participate in a retreat to develop a Three Year Strategic Plan. Following the Board retreat, DMD hosted a public open house to obtain public comment and help in prioritizing services and programs. Invitations were sent to City Staff, City Councilors, Collaborating Organizations, DMD Stakeholders and the general public. Following the open house, DMD also hosted a stakeholder luncheon allowing additional feedback. In all, nearly 100 people participated in this process and from this process the 2014-2016 Three Year Strategic Plan was developed.

Corpus Christi DMD Board of Directors
November 2014





OUR WORLD

The District and the Greater Downtown Area

The District and Greater Downtown Area are anchored by a bayfront, beach and marina, parks and cultural, sports and convention and hospitality venues. It is the government, corporate and office center of the region. Residents, office workers and visitors enjoy local restaurants, vibrant night life and music scene, art galleries and museums and many water activities. Special events and cultural festivals draw thousands annually. It's central location with easy access by highway or local streets and close proximity to the airport make it easy for residents and visitors alike to access. Many artists, young professionals, empty nesters, students and service workers call it home.

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04-05	District Operations
06-07	Development & Improvement
08-09	Marketing & Events
10-11	Organizational Management

Priorities

1. Create a Clean, Safe and Beautiful District.
2. Develop and Improve Downtown
3. Market and Promote The District, The Businesses and The DMD Organization.
4. Build a More Effective, Visible and Proactive DMD Organization.
5. Make an Accessible District With Multi Modal Mobility.
6. Create, Manage and Build DMD (Organization) Events and Promote and Support District Events.

Challenges

- Inadequate financial resources, small geographic District boundaries
- Limited staffing
- Lack of unifying vision and participation by regional corporate anchors
- Disjointed efforts among organizations
- Large transient population; street order crime, negative perceptions of safety and Downtown in general
- Crumbling, infrastructure and lack of pedestrian/vehicular connectivity
- Vacant, neglected, overvalued buildings and undeveloped land

Vision

A sparkling Downtown by the sea anchored by a beautiful bay front and marina, leading corporations, premier restaurants, hotels and cultural venues, exciting cultural events and festivals, growing residential population and a thriving arts, live music and entertainment scene which attract thousands to visit, live, work and play.

Outlook

A growing pipeline of new commercial and infrastructure projects are ushering new momentum enhanced by one of the fastest growing regions in the country. The District and Greater Downtown Area feature a growing tourism industry and new entertainment destinations. More restaurants, bars and live music venues are opening. Attendance at cultural venues, special events and festivals continue to grow. Demand for living Downtown has led to record occupancy rates and is attracting new residential projects.



Downtown Corpus Christi

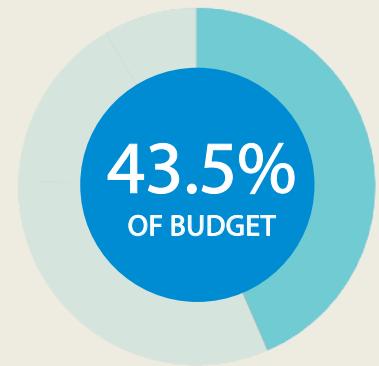
DISTRICT OPERATIONS

Objective:

Create a cleaner, safer, more beautiful and accessible District and Greater Downtown Area.

Key Downtown Benchmarks:

Business/property and consumer perceptions survey; crime statistics; visitorship, sales, infrastructure dollars invested and number of blocks improved in infrastructure projects, wayfinding program, multi-modal program development and participation.



DMD Benchmarks

Cleanliness

Clean Team and Cleaning Partnership benchmarks

Trash cans replaced and cigarette butlers installed

Stakeholders engaged and partners recruited



CC DMD Clean Team

In the first three months on the job, DMD's Clean Team recorded the following results:

- 491 Block faces swept/cleaned
- 392 Bags of debris/trash collected
- 143 Sidewalks weeded/sprayed
- 114 Curbs painted, block faces
- 51 Customer contacts
- 38 Graffiti sites removed/re-painted



Paint the Town Tuesdays!

- 97 Volunteers & Staff
- 291 Hours of Painting
- 160 Block faces

Improve Cleanliness and Perceptions of Cleanliness

- Grow DMD Clean Team (personnel, duties and hours).
- Invest in necessary tools, supplies, equipment to maximize effectiveness/impact.
- Build Cleaning Partnership (recruit members/adopt standards).
- Manage robust volunteer program to support cleanliness projects.
- Work with City and stakeholders to replace outdated/deteriorated trash cans and increase cigarette butlers.

Priority #1:
Clean, Safe, Green
And Connected...

Improve Safety and Perceptions of Safety

- Create a Security Ambassador Program (link to strategy #2 and #3 below).
- Partner with City to increase Downtown police presence (on-duty or off-duty bike/walking patrol and link with Security Ambassador Program and Safety Partnership).
- Build Safety Partnership (recruit members, link via common radio/cameras monitored by Security Ambassadors and CCPD).
- Proactively address all street order crimes and transient population issues in concert with City and advocate for necessary ordinance tools and aggressive enforcement.
- Develop in concert with City a campaign to address giving money to panhandlers.

Improve Beautification

- Enhance maintenance of existing placemaking and landscape assets in concert with City and stakeholders.
- Develop a beautification master plan and calendar.
- Enhance and redefine Downtown vehicular and pedestrian gateways. Work with City, partnering organizations and private sector to identify projects and funding.
- Implement mural painting program for electrical boxes and buildings.
- Assess lighting and develop plan to enhance safety and to make architectural lighting and signage a signature element.
- Research developing a District banner program

Improve Accessibility, Infrastructure and Connectivity (Multimodal Mobility)

- Convene City and stakeholders to prioritize infrastructure projects and advocate for the projects annually.
- Provide construction mitigation services to minimize adverse effects of construction.
- Work with City and stakeholders to develop and fund a comprehensive wayfinding program for greater Downtown area.
- Conduct annual parking occupancy survey and vehicular and pedestrian counts for key intersections.
- Develop/update parking management plan, to manage long term (off-street) and short term (on-street) customer parking supply.
- Advocate for permitted parking lots and minimum design and operational standards.
- In partnership with City and Regional Transit Authority develop program to move customers within the District and between the greater Downtown area.
- Advocate for investments to create a more bike and pedestrian friendly ("Complete Streets") Downtown Research feasibility of a bike-share program and obtain funding.
- Work with City and Downtown stakeholders to plan for creating enhanced streets connecting with new Harbor Bridge.
- Promote use of public pier for boaters to access Downtown



Bike-Share Program



Bike-Friendly Streets

DMD Benchmarks

Safety

- Security Ambassador benchmarks
- Off-Duty Police Bike Patrol benchmarks
- Safety Partnership benchmarks

Beautification

- Placemaking/Landscape assets maintained
- Participants in beautification plan and calendar
- New Gateways created and maintained
- Murals and electrical boxes painted
- Lighting plan, project and participants
- Stakeholders engaged and partners recruited



Accessibility, Infrastructure, and Connectivity

- Contract with City for DMD to provide construction mitigation services
- Annual parking occupancy and vehicular and pedestrian counts report.
- Parking plan, permitted parking and operational/design standards.
- Wayfinding program
- Customer movement plan/program
- Bike share feasibility
- Downtown-Harbor Bridge connection investment plan
- Boater promotion plan recruited

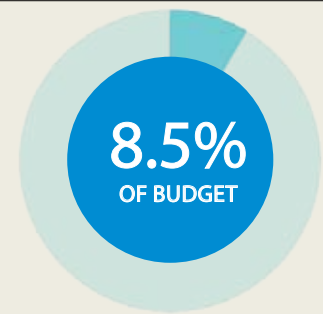
DEVELOPMENT & IMPROVEMENT

Objective:

Attract new businesses, development and residences; increase sales activity and street level occupancy and improve existing buildings and urban design.

Key Downtown Benchmarks:

Occupancy and rental rates; new businesses, investment and projects; sales activity, business/property and consumer perceptions survey.



Downtown Tax Increment Finance District

Also known as Tax Increment Reinvestment Zone (TIRZ) #3

The Downtown TIF District was established to begin capturing tax increment from City in 2008 and Nueces County and Del Mar in 2009 and continues until 2028 at which time it will sunset.

How it Works: At the creation of the TIF district, the base Assessed Valuation (AV) is established and remains at that level for the duration of the TIF. Tax revenue created by increased AV over time is captured by the TIF district and used to incent new development and fund revitalization.

TIF District Stats (as of November 1, 2014)

- 2013 Annual TIF Revenue: \$635,000
- Current TIF Fund Balance: \$1,551,000

Attract new businesses and development and increase street level occupancy

- Work with City to develop and aggressively utilize incentives like Tax Increment Finance (TIF) District revenues to support development.
- Document real estate market and develop recruitment plan (vacancies and priority development and redevelopment sites; targeted prospects including artistic and creative businesses).
- Create marketing materials to facilitate business and developer recruitment.
- Work City and stakeholders to address vacant, blighted buildings (absentee property owners, vacant building ordinance).
- Research creating a private sector led Downtown Development Fund/ Corporation to support new development.
- Work with City to identify Downtown City –owned sites that can be put out for redevelopment by private sector.
- Develop plan to attract more neighborhood services retail to support growing residential base.
- Develop program in coordination with CCREDC, City to retain and attract corporations and office users to Downtown to increase office occupancy.
- Work with City, private sector and educational institutions to create a post-secondary education student presence in Downtown.

The Future is Here



Prosperity Bank has recently begun construction of its new \$1.9 Million branch and offices, which is to be completed in 2015.

DMD Benchmarks

Development & Street Occupancy

Implementation of TIF and number of projects supported

Development of recruitment plan and recruitment materials and number of prospect contacts

Creation of Downtown Development Fund/Corporation

Number of city-owned properties redeveloped by private sector

Office retention/recruitment program

Downtown university/college presence

Organize and support businesses and improve urban design

- Convene Merchants Association to mobilize stakeholders and develop programs to drive business.
- Review, update and implement facade improvement program.
- Develop sidewalk café program to make Downtown Corpus Christi an outdoor dining destination.
- Work City and stakeholders to address vacant, blighted buildings, (absentee property owners, vacant building ordinance) and undeveloped land and unsightly surface parking lots (advocate for permitted parking lots and minimum design and operational standards).
- Advocate for Downtown design guidelines. Review all downtown permits and work to enhance project designs.
- Research developing a locally designated historic district.
- Become an art-centered district. Pursue cultural district designation and research incentives and business support programs for artists and galleries.

Promote Downtown Residential

- Promote Downtown living options on website and other DMD tools.
- Organize an annual Downtown Living Tour.
- Research the feasibility of a Community Development Corporation to provide more residential development (mixed-income and affordable housing) along the entire housing continuum.
- Develop Downtown residents association to engage residences

DMD Benchmarks

Business & Urban Design

Creation of Merchants Association and program statistics

Facade improvement program statistics

Sidewalk café program statistics

Creation of urban design guidelines and process

Promote Residential

Website statistics

Downtown Living Tour statistics

Creation of Downtown Community Development Corporation

Residents Association statistics

Top 5 Reasons to Invest or Locate Business Downtown CC

1. Nearly \$1 Billion in new projects planned or underway in Greater Downtown area
2. Vibrant water front and expanding Downtown Marina
3. Growing residential base and tourism market
4. TIF district to stimulate private sector development
5. Vibrant local music and arts scene

Best Things About Downtown Living

1. Marina and Bayfront... the views, the boats, the beach!
2. City's best restaurants and bars are just steps away!
3. Home to the city's best events... Artwalk is just one of many!
4. Urban style apartments and condos.
5. Its green, fit living! Walk to work, bike along the seawall and take a dip at the beach!
6. Thriving art and music scene.

New Prosperity Bank branch and offices under construction in downtown Corpus Christi



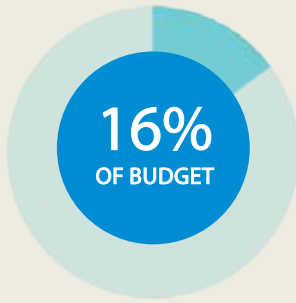
and Now!



The Cosmopolitan is a new \$24 Million mixed-use development in the heart of downtown Corpus Christi with 165 apartments and 3,800 sf of retail space opening in June 2015 (image courtesy of Realtex Properties).



MARKETING & EVENTS



Objective:

Increase sales, visitorship and investment in the District and improve DMD visibility through strategic marketing and developing/managing events.

Key Downtown Benchmarks:

Visitorship, occupancy and rental rates; new businesses, investment and projects; sales activity, business/property and consumer perceptions survey.

DMD Benchmarks

District & Business

Consumer Perception and Business survey
Marketing plan, dollars invested and leveraged (through partnerships)
DMD and District brand
DMD website and social media statistics
E-newsletter
DMD Database
Earned media statistics

The District and Businesses

- Conduct consumer perception survey to benchmark perceptions and prioritize marketing dollar allocation and programmatic focus.
- Develop a comprehensive marketing strategy/plan to promote the District and businesses to local consumers and target audiences. Integrate merchants association into marketing program.
- Enhance the DMD website and invest in social media tools to improve marketing of businesses, events, the District and the organization.
- Enhance DMD and District brands.
- Build and regularly update database of Downtown businesses, collaborating organizations, events, and property owners to improve communications with District stakeholders.
- Grow email list and regularly communicate valuable information to our stakeholders and consumers via e-newsletter.
- Promote the organization's activity and results, District success stories, through earned media efforts and DMD marketing tools.
- Work with stakeholders to develop new marketing partnerships.



House of Rock - Downtown Live Music Anchor



Welcome to the
Main Event!

The Dia de Los Muertos Festival is held near the end of each year downtown Corpus Christi, with over 50,000 in attendance in 2014.

Create, manage and support DMD and District events to increase Downtown visitorship, event attendance and event and business revenue.

- Enhance Corpus Christi 1st events
 - Improve website and social media tools.
 - Build staff, committee, volunteer and intern infrastructure and capacity.
 - Develop marketing plan.
 - Recruit sponsors and media partners.
 - Partner with City to enhance experience, safety and resource coordination and permitting process.
 - Research ways improve moving people between venues.
- Develop programming/event(s) targeted at young professionals and recruit young leaders to assist in execution. (lead, live, work, play).
- Support and assist District events and partner with organizations/ stakeholders to create new ones (focus on cultural, art, food and water based events).



DMD Benchmarks

DMD Events

Corpus Christi 1st benchmarks
 District events benchmarks
 New event benchmarks
 Streamlined and coordinated approval process

Live Music at the Executive Surf Club.



Artwalk attracts more than 5,000 people monthly.



Artwork being produced at the Art Center of Corpus Christi



Exhibit at K Space Contemporary Art Gallery.



**Artsy, Eclectic...
 ...Local, Fun!**

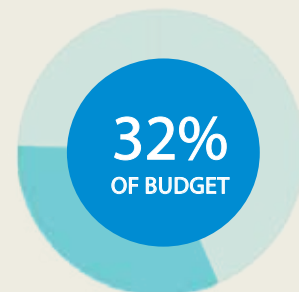
ORGANIZATIONAL MANAGEMENT

Objective:

To proactively pursue the DMD mission by building an organization with adequate resources, technology and professional staff and engaged leadership, board members, stakeholders and volunteers.

Key Downtown Benchmarks:

Sales, investment, business/property and consumer perceptions survey.



Attract more financial and leadership resources to support DMD's mission.

- Increase revenue through interlocal agreements, service contracts and general fundraising.
- Create an Advisory Council to engage and mobilize regional anchors/resources and provide a conduit to support DMD mission.
Develop new partnerships and collaborations to leverage organizational resources and proactively address and improve greater Downtown area.

Build DMD's Organizational Capacity

- Increase staff as necessary to improve effectiveness.
- Upgrade technology resources to maximize organizational effectiveness.
- Find a permanent, visible office location that meets organizational needs/mission.
- Research best practices for organizing downtown revitalization to match organization and geographic foot print.
- Join professional downtown or economic development organizations that support DMD mission, subscribe to professional journals and provide for staff development through conference attendance or continuing education.
- Create a volunteer, board, stakeholder recognition program.

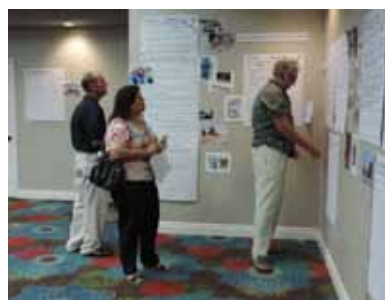
Improve DMD's Relevance / Recognition

- Serve as one-stop resource for information pertaining to current and perspective businesses, property owners, developer and other stakeholders.
- Publish annual report and host annual meeting of stakeholders.

DMD Activity Benchmarks

DMD Revenue
Advisory Council
Partnerships and dollars leveraged
Office location
Staff
Best practices report
Marketing plan, dollars invested and leveraged (through partnerships)
Earned media statistics
DMD website and social media statistics
E-newsletter
Database

Positive R New



DMD retreat and open house: Thanks to the more than 100 stakeholders who participated in this planning process.

Three Year Strategic Plan Budget Projections

- It will take a true public-private partnership to provide the services and implement the programs described in this Three Year Strategic Plan. To that end, DMD will work with the City of Corpus Christi, DMD property owners, regional corporate anchors and Downtown businesses to obtain the necessary dollars. The budget projections below reflect what DMD estimates will be needed and how it will be allocated to achieve the vision and success described in the plan.

Income	2014-2015	2015-2016	2016-2017	Three Yr. Total
Assesment Income	190,000.00	205,000.00	220,000.00	615,000.00
City Interlocal Agreement & Service Contract Income	420,000.00	440,000.00	455,000.00	1,315,000.00
Fundraising & Resource Recruitment	155,000.00	250,000.00	300,000.00	705,000.00
Sponsorships	25,000.00	25,000.00	30,000.00	80,000.00
Memberships / Merchants Association	5,000.00	5,500.00	6,000.00	16,500.00
Total Corpus Christi First Income	35,000.00	38,500.00	40,000.00	113,500.00
Total Income	830,000.00	964,000.00	1,051,000.00	2,845,000.00
Expenses	2014-2015	2015-2016	2016-2017	Three Yr. Total
District Operations	360,000.00	420,000.00	457,000.00	1,237,000.00
Develop and Improve	70,000.00	82,000.00	89,000.00	241,000.00
Marketing and Promotion	135,000.00	155,000.00	168,000.00	458,000.00
Organizational Management	265,000.00	307,000.00	337,000.00	909,000.00
Total Expenses	830,000.00	964,000.00	1,051,000.00	2,845,000.00

Results and Partnerships



DMD is committed to developing and promoting its anchors, such as the Art Center of Corpus Christi (left - image courtesy of Gloria Hunter) and the Corpus Christi Marina (Above Right).

LENDING EXPERIENCE

 EQUAL HOUSING LENDER
MEMBER FDIC/INTERNATIONAL BANCSHARES CORPORATION

ibc.com

Corpus Christ Downtown Management District

223 N. Chaparral Street
Corpus Christi, Texas 78401

361-882-2363

361-884-9591

Check us out online at:

cctexasdmd.com

www.facebook.com/DMDCC

Special Thanks to IBC Corpus Christi for
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Special Thanks to:
Nick Gignac & Gignac Architects

ATTACHMENT B

DOWNTOWN MANAGEMENT DISTRICT – SECURITY PARTNERSHIP PROGRAM **SCOPE OF SERVICES**

Overview/Summary

In order to improve safety and perceptions of safety in the Downtown, the Corpus Christi Downtown Management District (DMD) is establishing a Safety & Security Partnership Program. As the “Security” portion of this program, the DMD shall provide the City with “boots on the ground” in two forms of security personnel – *Bike Patrol Officers* and *Downtown Ambassadors*. Additionally, the DMD will develop the “Safety” element by coordinating with private security resources throughout the District and working with Corpus Christi Police Department (CCPD) to provide training and establishing professional and technical networks that assist private property owners in providing safety to their tenants and customers.

Bike Patrol Officers will be off-duty peace officers working as independent contractors to patrol the DMD. It is intended that the *Bike Patrol Officers* will wear their respective police uniforms will provide a visible, customer friendly presence, augmenting the current CCPD services in the area, to deter criminal behavior, maintain street order and make arrests when necessary. The *Bike Patrol Officers* will proactively address crime issues and interact with businesses and visitors to provide customer service assistance. Law enforcement duties contemplated by this agreement shall be performed in the discretion and control of the *Bike Patrol Officers*

Downtown Ambassadors will patrol DMD on Segways. These *Downtown Ambassadors* shall be a customer friendly uniformed presence that will provide customer service, act as eyes and ears for the police patrolling the DMD and be a resource to report code violations and graffiti.

Bike Patrol Officers will patrol in pairs. The *Security Ambassadors* may patrol individually or in pairs. Both patrols will be scheduled in a manner to provide the maximum impact to address street order issues and provide a visible presence during high-visit time periods. Both *Bike Patrol Officers* and *Downtown Ambassadors* patrols will be required to complete a DMD Orientation and Certified Tourism Ambassador Training.

General Patrol Area

The *Bike Patrol Officers* and the *Downtown Ambassadors* will patrol the DMD area from Kinney St. to I-37 and from the Downtown Marina to Lower Broadway St.

General Patrolling Hours

It is anticipated that each patrol may provide at least 4,000 patrol hours (approximately 40 hours per week on average) during this time, depending on hourly rate and costs of insurance, equipment and repairs.

BIKE PATROL OFFICERS

Bike Patrol Area DMD will retain a Bike Patrol Supervisor who will work to recruit and schedule the *Bike Patrol Officers*. DMD will work with the Bike Patrol Supervisor to develop specific beats within the DMD boundaries described above. The *Bike Patrol Officers’* patrols will include Seawall, Marina, Streets, Sidewalks, Surface Parking Lots, Garages, Parks and Other areas as directed based upon crime trends and visitorship

Bike Patrol General Responsibilities

The *Bike Patrol Officers* shall patrol the DMD area and perform duties which include but are not limited to:

- Act as a visible police presence to deter criminal behavior, street order crime and enforce panhandling, trespass, public intoxication, camping and other ordinances.

- Make arrests when appropriate and request transport.
- Interact with Downtown businesses and DMD Safety Partnership members to identify and address crime issues.
- Act as Downtown ambassadors, assisting motorists and pedestrians by providing directions.
- Coordinate patrolling with DMD *Downtown Ambassadors* and communicate regarding crime and other public safety issues.

DOWNTOWN AMBASSADORS PATROL

Patrol Area

DMD shall provide *Downtown Ambassadors* and shall be responsible for developing their patrolling schedule. DMD will develop specific beats within the DMD boundaries that also will be coordinated with the Bike Patrol beats and will include the same areas described.

Downtown Ambassador General Responsibilities

The *Downtown Ambassadors* shall patrol the DMD area and perform duties which include but are not limited to:

- Act as a visible security presence to deter criminal behavior.
- Acts as eyes and ears of police.
- Report street order crime including panhandling, trespass, public intoxication, camping and other ordinances to the police.
- Identify and report code violations and work with Corpus Christi Code Enforcement to address.
- Interact with Downtown businesses and DMD Safety Partnership members to become aware and report crime issues.
- Act as Downtown ambassadors by providing visitor information, distributing maps and providing directions.
- Coordinate patrolling with DMD Off-Duty Police Bike Patrol and communicate with DMD Off-Duty Police Bike Patrol regarding crime and other public safety issues.

BENCHMARKING

DMD shall benchmark the activity and results of the *Bike Patrol Officers* and *Downtown Ambassadors* monthly and report it to the City of Corpus Christi on a quarterly basis.

Benchmarks that will be tracked include:

- *Bike Patrol Officer & Downtown Ambassadors* Man Hours Logged
- Arrests Made
- Citations/Tickets Issued
- Code Violations Reported
- Graffiti Sites Reported
- Business Visited
- DMD Safety Partnership Members Visited/Contacts Made

Tracking is intended to show trends over time. There are no quota requirement for citations or arrests.

ATTACHMENT C

INSURANCE REQUIREMENTS

I. DOWNTOWN SAFETY & SECURITY PROGRAM, PARTNER'S LIABILITY INSURANCE

- A. Partner shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee.
- B. Partner shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Partners 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence
WORKERS' COMPENSATION	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000

- C. In the event of accidents of any kind related to this project, Partner shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Partner must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.

- B. Partner shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Partner's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Partner shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Partner shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Partner agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
 - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Partner's agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Partner's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Partner to stop work hereunder, and/or withhold any payment(s) which become due to Partner hereunder until Partner demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Partner may be held responsible for payments of damages to persons or property resulting from Partners performance of the work covered under this agreement.
- H. It is agreed that Partner's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2014 ins req.
City Manager's Office
Downtown Safety and Security Partnership Program
Agreement with Downtown Management District
10/29//2014 ds Risk Mgmt.