

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT AND USE OF HOTEL
TAX REVENUE BETWEEN THE CITY OF BRYAN AND THE DOWNTOWN BRYAN
ASSOCIATION FOR THE 2014 TEXAS REDS STEAK & GRAPE FESTIVAL TO BE
HELD IN HISTORIC DOWNTOWN BRYAN.**

THIS AGREEMENT is made between the **CITY OF BRYAN**, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the **DOWNTOWN BRYAN ASSOCIATION**, an Association doing business at 216 W. 26th Street, Bryan, Texas 77803 (hereinafter referred to as the "Agency"):

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of Bryan of seven percent (7%); and

WHEREAS, Texas Tax Code §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue to uses such as: (1) advertising and conducting solicitations and promotional program to attract tourists (2) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, ...; and (3) activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites.

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, Hotel occupancy tax revenues spent for a purpose authorized under section 351.101(a), may be spent for day-to-day operations, supplies, salaries, office rental travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under this section.

WHEREAS, City has determined that the funding provided Agency under this Agreement for the Texas Reds Steak & Grape Festival, to be held in Historic Downtown Bryan on September 27-28, 2014, will promote tourism and hotel industry in Bryan, will promote the arts, and will encourage tourists to visit Historic Downtown Bryan; and

WHEREAS, Texas Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

ARTICLE I DEFINITIONS

- 1.1 The term "Agency" shall mean the Downtown Business Association
- 1.2 The term "City" shall mean the City of Bryan, in the County of Brazos, and the State of Texas.
- 1.3 The term "Contract Quarter" shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on June 30th, September 30th, December 31st, and March 31st of the contract year.
- 1.4 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of Agency's revenues and expenditures related to the Project for the current Contract Quarter as well as the current fiscal year to date, and a summary of Agency's assets and liabilities related to the Project to be submitted to the City on the form attached herein as **Exhibit B**.
- 1.5 The term "Financial Records" shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.
- 1.6 The term "Hotel Tax Revenue" shall mean the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code §351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.
- 1.7 The term "Narrative Summary of Activity Report" shall mean the quarterly summary report of the activities of Agency related to the Project including a summary of how funds from City have been utilized to accomplish the Project. Such report shall be submitted on the form attached herein as **Exhibit C**.
- 1.8 The term "Program Report" shall mean a report as required by Texas Tax Code §351.108 listing each of the Agency's scheduled activity, program, or Event related to the Project that: is directly funded with Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as **Exhibit A**.
- 1.9 The term "Project" or "Texas Reds Festival" shall mean the 8th Annual Texas Reds Steak & Grape Festival to be held Saturday and Sunday, September 27-28, 2014 in Historic Downtown Bryan.

**ARTICLE II
HOTEL TAX REVENUE PAYMENT**

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency over the term of this Agreement a portion of the Hotel Tax Revenue collected by City in the total amount of ONE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$127,000.00), to be paid based on the following milestones:

(a) **50%**, being the sum of SIXTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$63,500.00) shall be paid by City to Agency upon execution of the Agreement.

(b) **50%**, be the sum of SIXTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$63,500.00) shall be paid by City to Agency upon approval of the Special Event Permit by City.

2.2 The City shall receive all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of the contact year).

2.3 Other limitations regarding consideration.

(a) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of City. The payment obligations of this Agreement are contingent upon annual appropriation of funds by CITY for this purpose.

(b) City may withhold allocations if City determines that expenditures of Agency deviate materially from their approved budget subject to §4.1 hereof or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE III
USE OF HOTEL TAX REVENUE**

3.1 Use of Funds.

(a) For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to manage or supervise the use of the Hotel Tax Revenue provided herein for the Project pursuant to Texas Tax Code §351.101(c). Use of the funds shall be limited to direct costs associated with the Project.

**ARTICLE IV
RESPONSIBILITIES OF THE PARTIES**

4.1 Responsibilities.

- (a) Agency shall serve as the Project organizer.
- (b) Agency shall list City as a sponsor of the Project in all promotional materials. City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City to promote tourism and the convention and hotel industry at no additional cost to the City.
- (c) Representatives of Agency and City staff shall hold weekly coordination meetings at a mutually agreeable place and time until the Special Event Permit is approved.
- (d) After the Special Event Permit is approved, representatives of Agency and City staff shall hold monthly coordination meetings to address logistics, including but not limited to hours or set-up and take-down, and other concerns.
- (e) City shall provide in-kind services set forth in the attached **Exhibit D**.
- (f) Agency shall be responsible to coordinate information with downtown businesses. Agency shall provided downtown businesses with an informational document(s) containing agency contact information, logistics, dates, times, closures, etc.
- (g) Agency shall obtain written acknowledgements from the businesses in the event area, as is required by the Special Event Permit, attached as **Exhibit E**.

**ARTICLE V
RECORDKEEPING AND REPORTING REQUIREMENTS**

5.1 Budget.

(a) Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the Bryan City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in §6.2 of this agreement.

(b) Agency acknowledges that the approval of such budget by the Bryan City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Texas Tax Code §351.101(a), and in the budget as approved by City.

5.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

5.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

5.4 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's files shall continue during this five (5) year period and for as long as the records are retained by Agency.

5.5 Upon written request of the Bryan City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

5.6 Program Report. Agency understands that such report shall be completed in its entirety and the original report shall be submitted to the City annually on the anniversary date of this Agreement.

5.7 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (1) Financial Activity Report
- (2) Narrative Summary of Activity Report

Agency shall respond promptly to any request from the City Manager of City, or designee, for additional information relating to the activities performed under this Agreement.

5.8 The Financial Activity Report and Narrative Summary of Activity Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than July 30, 2014, October 30, 2014, January 30, 2015, and April 31, 2015.)

5.9 A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

5.10 If requested, Agency shall make a pre-event and/or a post-event financial report and presentation to the City Council.

5.11 Agency shall comply with the requirements of Texas Tax Code §351.101, as amended, including but not limited to: maintaining accurate financial records and making such records available to the City for inspection and review upon request, and providing a Project Report to the City annually.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the date the Agreement is fully executed and terminate upon 120 days following completion of the Project or on May 30, 2015, whichever is earlier. Only those expenditures authorized by §351 of the Texas Tax Code which are actually incurred during the term for the Project that are incurred within the term, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds held in a separate fund to be used for the following year's Project. In the event this Agreement is not renewed or amended to extend the term of this Agreement, the funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to §5.2(a) of this agreement, City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1 above. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §5.2(a) of this agreement, Agency will provide City:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within thirty (30) business days after receipt by City. If formal approval is not given within thirty (30) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget, the budget will be considered approved;

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period; and

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) The termination of the legal existence of Agency;

(b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;

(c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party;

(d) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach; or

(e) The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 In the event that this Agreement is terminated pursuant to §§5.3 or 5.4 of this agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

**ARTICLE VII
INDEMNIFICATION AND RELEASE**

7.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 **Subcontract for Performance of Services.** Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in §3.1 above.

8.2 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 The City and Agency attest that, to the best of their knowledge, no member of the City of Bryan City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

8.5 Agency expressly agrees that, in all solicitations or advertisements for employees placed

by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

8.6 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

8.8 This Agreement has been made under and shall be governed by the laws of the State of Texas.

8.9 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

8.10 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

8.11 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

8.12 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

8.13 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

8.14 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8.15 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

8.16 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

8.17 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City: Chief Financial Officer
City of Bryan
Fiscal Services Department
P.O. Box 1000
Bryan, Texas 77805

Agency: Sandy Farris, Director
Downtown Bryan Association
PO Box 233
Bryan, Texas 77806

Executed this the ___ day of May, 2014.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of the Bryan City Council and the Board of Directors of the Downtown Bryan Association, have caused this contract to be executed in duplicate originals, on this day ____ of _____, 2014.

CITY OF BRYAN

DOWNTOWN BRYAN ASSOCIATION ("DBA")

Jason P. Bienski, Mayor

Ben Hardeman

Ben Hardeman, Chairman of DBA

ATTEST:

ATTEST:

Mary Lynne Stratta, City Secretary

Sandy Farris

Sandy Farris, Executive Director of DBA

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

Exhibit A
Hotel Tax Revenue Program Report

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize funds associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
1.			
2.			
3.			
4.			
5.			

Exhibit A
Hotel Tax Revenue Program Report

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize each amount associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
6.			
7.			
8.			
9.			
10.			

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

Income Statement

Revenue Source	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Quarterly Total
Income			
Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/trusts			
Special events			
Organizations			
Civic			
Corporate			
Government Revenue			
City of College Station			
City of Bryan			
Brazos County			
Federal			
State			
School district			
Other Local Sources			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
Total Income			

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

Expense Report

Expense Account	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Total
Salaries & Benefits			
Supplies			
Maintenance			
Purchased Services			
Capital Outlay			
Other:			
In-kind expenses			
Total operating Expenses			

Surplus (Deficit)

Fiscal Year	Agency Actual (non Hotel Tax revenue)	Agency Actual (Hotel Tax revenue)	Total
Income/ expenses =			

Explain income statement deficits on an attached sheet.

Exhibit B
Financial Activity Report

Agency Name: _____

Quarter: _____

(current quarter as of) (prior quarter as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents	_____	_____
Investments	_____	_____
Receivables	_____	_____
	_____	_____
Prepaid expenses	_____	_____
TOTAL CURRENT ASSETS	_____	_____
Property and equipment	_____	_____
Accumulated depreciation	_____	_____
TOTAL PROPERTY AND EQUIPMENT	_____	_____
OTHER ASSETS	_____	_____
<i>TOTAL ASSETS</i>	=====	=====

**Exhibit B
Financial Activity Report**

Agency Name: _____

Quarter: _____

LIABILITIES AND FUND BALANCE

	<u>(current quarter as of)</u>	<u>(prior quarter as of)</u>
CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	_____	_____
LONG-TERM DEBT, less current portion	_____	_____
	_____	_____
TOTAL LIABILITIES	_____	_____
FUND BALANCE		
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	_____	_____
TOTAL LIABILITIES AND FUND BALANCE	_____	_____

(“TOTAL ASSETS” MUST EQUAL “TOTAL LIABILITIES AND FUND BALANCE”)

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of month..

Exhibit C
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the Hotel Tax Revenue.
Use additional sheets if more space is needed.

Exhibit D

DBA 2014 Texas Reds COB Cost Estimates

Draft: May 5, 2014

Services	Estimated Cost
Fire Department (EMS)	\$4,200
Police Department	\$15,386
Electrician	\$6,516
Electricity	\$225
Ticket Booths (Prep/Delivery)	\$1,585
Grape Stomp Trailer (Prep/Delivery)	\$3,170
Traffic Labor	\$4,000
Barricades	\$6,500
Solid Waste	\$23,617
Water Department (sinks, fans, etc.)	\$3,500
Mapping Services (IT/GIS)	\$3,000
Website Maintenance	\$1,800
Permit Fees (waived)	
Total	\$73,499

Other Services for DBA Consideration(1)	
Buses	\$6,700
Fencing	
Porta-Potties	\$5,000
KBB Volunteers (\$11,568)	
Total	\$11,700

(1) not an exhaustive or all inclusive listing

Key:
unknown cost, if any
to be addressed in DBA budget

Exhibit E

CITY OF BRYAN SPECIAL EVENT PERMIT APPLICATION INFORMATION SHEET

ALL APPLICATIONS SHALL BE SUBMITTED AS PER FEE CHART LISTED BELOW. PLEASE NOTE THAT THE ACCEPTANCE OF YOUR APPLICATION SHOULD IN NO WAY BE CONSTRUED AS FINAL APPROVAL OR CONFIRMATION OF YOUR REQUEST.

Term Definitions

Special Event – shall mean an event to be held within the City of Bryan, that is of limited durations, and is likely to attract 100 or more visitors and shall include, without limitation, exhibitions, automobile races, sporting events, festivals, air shows, carnivals, circuses, revivals, tent sales, concerts, parades, runs walks races or motorcades.

Street Closing Event – any activity, including but not limited to special events which require the closing of any public street, sidewalk or alley and which require rerouting of normal or usual traffic flow.

Parade – any march or procession consisting of people, animals, or vehicles or a combination thereof, except funeral processions, upon any public street,, sidewalk, alley, park or other outdoor places owned or under control of the City.

Run – any event that is considered a walk, run, or race consisting of people upon any public street, sidewalk or alley.

Motorcade – any organized procession containing 10 or more motor vehicles, except funeral processions and authorized governmental processions, upon any public street, sidewalk or alley.

Exemptions

The following may be conducted within the City of Bryan without a permit:

1. Special Events, Street Closing Events, Parades, Runs, Walks, Races or Motorcades hosted or sponsored by the City of Bryan (i.e., where the City of Bryan itself is the promoter) shall not require a permit but notice of same shall be given to the Police Department, Fire Department, Public Works Department, Development Services Department and the Brazos County Health Department.
2. Private parties held on residential private property and to which the public is not invited and where there are not more than 100 guests.
3. An event wholly contained on property specifically designed or suited for the special event and which has an appropriate certificate of occupancy, appropriate zoning and adequate parking.
4. Funeral processions

NOTE: City staff will route the Special Event Permit Application through the appropriate city offices for approval or denial of application. Applicant will be notified of approval/disapproval pending compliance with noted concerns within 10 business days of application. Final notice will be given no less than 5 days prior to the date of the event. Applicants may appeal the denial of a Special Event Permit Application or the conditions to be imposed with the permit pursuant to Section 15-192 of the Bryan City Code. If streets need to be closed or solid waste containers are needed, the proper applications need to be completed and the applicable fees paid. Make sure any sketches, maps or additional information as outlined in the application are included.

Special Event Permit and Deposit Fees

The Special Event Permit Fee shall be paid at the time of application. The permit must be present on site at all times during the event. The deposit fees shall be paid when the total amount of all event fees are determined. The deposit fees will be refunded after the event, within 20 business days, less any expenses incurred by the city due to the event.

Event Size	Permit Fee	Permit Deposit Fee	Minimum Days Prior to Event
Under 100 persons	\$30.00	\$0.00	20 working days
100 – 499 persons	\$30.00	\$500.00	20 working days
500 – 999 persons	\$60.00	\$1,000.00	40 working days
1000 – 3999 persons	\$90.00	\$1,500.00	40 working days
4000 + persons	\$120.00	\$2,000.00	60 working days

Cancellation Policy

1. Cancellation notice procedure: Notice must be made in writing **at least 10 working days in advance** of reservation date to qualify for an eighty percent (80%) partial refund. Mail your written notice to Parks and Recreation Office, PO Box 1000, Bryan, TX 77805 or fax to 979-209-5524. Notification date will be the date Parks and Recreation Office receives the written or faxed notice.
2. Groups failing to use their permits and/or failing to cancel permits **at least 10 working days prior** to their event date will forfeit their entire fees paid.
3. Permits may only be transferred or fully refunded with weather exceptions or City preemption. The Parks and Recreation Office must receive written requests for such **within 5 working days** after the original permit date.

Street Closings

Temporary street closing is defined as a street closure for duration of eight (8) hours or less. The deposit fees will be refunded after the event, within 20 business days, less any expenses incurred by the City due to the event.

The City of Bryan will provide temporary street closing using the following method:

- Requesting group or individual will fill out the Temporary Street Closing Application.
- Applicant shall attach a required sketch or drawing of the proposed closure.
- Street closing barricade options:
 City delivers, sets and retrieves barricades: \$100.00 for first location, \$50.00 per location thereafter
 Street Closing Deposit: \$200.00 (separate check)

Solid Waste Containers

If solid waste containers are needed, they may be made available for temporary use during special events. The fees shall be (per container)

90 Gallon	300 Gallon	2CY	3CY	4CY	6CY	8CY
\$26.00	\$34.00	\$38.00	\$42.00	\$50.00	\$58.00	\$66.00

Each time (after the first) that a container is serviced, there will be an additional servicing fee of:

90 Gallon	300 Gallon	2CY	3CY	4CY	6CY	8CY
\$16.90	\$22.10	\$24.50	\$27.30	\$32.50	\$37.70	\$42.90

Standard guidelines for determining container needs:

Number of People	Container Size
150	90 gallon
450	300 gallon
900	3 cubic yard (CY)
1200	4 CY
1800	6 CY
2400	8 CY

1. Estimate 1 CY/300 people
2. Events over 4000 people will need to obtain roll-off containers from a permitted waste hauler.
3. Container requirements may increase based on the type of event and potential for waste generation.

Street Sweeping

If street sweeping is requested, the fee is \$75.00 per hour.

Electrical

If use of the electrical outlets (Downtown Bryan) is requested, the fee is \$25.00 per electrical outlet.

Vendor and Alcohol Permits

If there will be vendors at your event, each vendor will need to purchase a Special Event Vendor Permit. The permit will allow vendors to sell food, non-alcoholic beverages, or merchandise at your event. The Special Event Vendor Permit fees are:

Resident	Non-Resident
\$50.00	\$60.00

If food and beverages are served, you may need to purchase a \$55 temporary food permit for food and soft drinks from the Brazos County Health Department. Brazos County Health Department can be contacted at 979-361-4450.

If alcohol is present and/or allowed at the event, you will be required to purchase an Alcohol Permit. The Alcohol Permit fees are:

Resident	Non-Resident
\$50.00	\$60.00

If you provide/sell alcoholic beverage, you will need to contact TABC at 979-260-8222.

Port-O-Potties

The City of Bryan does not provide port-o-potties. It is the responsibility of the event organizers to supply port-o-potties (or restrooms) at a rate of 1 per 150 persons, including at least one that meets ADA requirements.

Security

The Bryan Police Department will determine if and how many police officers will be required for your event. Expenses for the Offices will be paid by the event organizers directly to the Bryan Police Department. If additional police need to be brought in to handle a problem during the event, it will be at the event organizer's expense.

Booths, Tents or Canopies

If your event will include any tents or canopies, please provide a copy of the "Certificate of Fire Retardant" when submitting the permit application. All booths that will be cooking on-site, must meet all applicable fire codes for the City of Bryan. Fire extinguishers must be supplied for events that include booths, tents or canopies.

Insurance

Insurance is required for all special events at which the attendance is estimated at 500 or more people. It may be required for events with fewer people if food or alcohol is sold or given away or activities are of a physical nature that would warrant insurance. The City reserves the right to review and determine amount of coverage required based on level of activity at the special event.

Amounts of general liability insurance required are:

- Up to 999 people in attendance: General Liability with minimum of \$500,000 Combined Single Limit for personal injury, death, property damage
- 1,000 up in attendance: General Liability with minimum limits of \$1,000,000 Combined Single Limit for personal injury, death, property damage

All events, not matter what size, will be required to have \$1,000,000 liquor liability insurance if any alcohol is being sold or served. Host liquor liability insurance will satisfy this requirement if alcohol is only being served.

Each policy will name the City of Bryan as Additional Insured and a copy of the Certificate of Insurance will be submitted to the Parks and Recreation Department **at least 10 working days prior to the event**. Failure to provide required insurance will result in cancellation of the event and forfeiture of permit fees paid. The City of Bryan will not waive insurance requirements.

Area Notification of Impacted Neighbors

The event organizer, with an expected street closure, shall notify all residence and businesses within the street closure area and within a 300 foot radius of the outer perimeter of the event (as marked by fencing or entrance table indicated on the event diagrams submitted to the City). The event organizer shall obtain signatures of those so notified of the upcoming event. Such signatures do not denote approval but solely signify notification. A diagram of the notification area shall be submitted with the signature sheet.

The event organizer shall leave a notification letter with each signee. This letter shall include the following information:

1. Name of event
2. Dates and times of event
3. Brief description of the event
4. Any closure areas
5. Name and phone number of event contact should they have issues
6. Where attendees will be parking

The signatures of notification, the notification letter and the notification diagram shall be submitted **at least 10 working days prior to the special event**. In addition, the event organizer shall comply with all additional requirements imposed by the City of Bryan with respect to the notification and approval by residents and businesses affected by the special event. Under certain circumstances where events may generate extremely large crowds, loud noise or parking issues, staff by require additional notification time/signatures/outreach.

**CITY OF BRYAN
SPECIAL EVENT PERMIT APPLICATION**

Date Received: _____
Case #: _____

SPECIAL EVENT shall mean an event to be held within the city, which is of limited duration and is likely to attract 100 or more visitors. Examples include (without limitation) exhibitions, automobile races, sporting events, festivals, air shows, carnivals, circuses, revivals, tent sales, concerts, parades, runs, walks, races or motorcades.

Applicant Name:		Phone Number:	
Address:		City, State, Zip:	
Event Representative/Chairman (if different from applicant):			
Address:		City, State, Zip:	
Daytime Phone:	Message Phone:	Fax:	
Sales Tax Number from State of Texas Comptroller's Office:			

Details of event/program (All spaces must be completely filled out)

Type of event/program:		
Proposed location (address) of event/program:		
Opening Date:	Closing Date:	Hours of Operation:
Number of Attendees, including workers – Per Day:		Total:
Will you be closing portions of streets?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, complete Temporary Street Closing Form.
Will you need solid waste containers? <input type="checkbox"/> Yes <input type="checkbox"/> No		
How will you dispose of your waste (port-o-potty, dumpsters, trashcans, etc.)?		
Will food and beverages be served or dispensed at event? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please explain:		
City of Bryan Vendor Permit is required if selling items/food. You may also need to purchase a \$55 temporary food permit for food & soft drinks from the Brazos County Health Department. If you provide alcoholic beverages, you will need to contact TABC for necessary permit.		
Who will provide you with security?		
Description of activities to be conducted at the event/program and advertising/promotional efforts		
Attach a detailed sketch drawing of event site plan, including adequate parking spaces to accommodate attendance.		
Maximum number of units/booths in event:	Certificate of Fire Retardant required if using tents	
Is the sponsoring representative a non-profit corporation engaged solely in public purpose activities? <input type="checkbox"/> Yes <input type="checkbox"/> No		

If this is a parade or motorcade, please fill out this section.

Starting time:		Ending time:	
Starting location:		Ending location:	
Proposed route & distance – attach a detailed map or diagram with all necessary information			
Has Bryan Police Department reviewed proposed route? <input type="checkbox"/> Yes <input type="checkbox"/> No			
The proposed route includes or intersects with: (check those that apply)			
<input type="checkbox"/> Any railroad crossing	<input type="checkbox"/> Any street that has a speed limit in excess of 30mph	<input type="checkbox"/> Any street outside City Limits	
Number of vehicles:	Minimum Speed:	Maximum Speed: 15 MPH	

If applicable, applicant must submit a copy of their insurance/bonds. See Special Event Permit Instruction Sheet for more information.

I certify that the information is true and correct to the best of my knowledge and agree to furnish all information that might be required by the City during the review process in order that a complete evaluation can be made of this application.

As a permit applicant, I hereby understand and accept all conditions, both regular and special, imposed by the issuance of this permit.

Signature and Title of Representative

Date

**CITY OF BRYAN
TEMPORARY STREET CLOSING APPLICATION**

Applicant Name:		Phone Number:	
Address:		City, State, Zip:	
Type of event/program:		Date of event:	
Street closing location:			
Street closed:	am pm	Streets reopen:	am pm
		Number of barricades required:	
List portions of street to be obstructed or occupied by event			

Attach a detailed map or diagram of street closures

Barricade Fees (To be completed by the City)

Deposit (refundable)	\$200.00	\$	
First Location	\$100.00	\$	
Each Additional Location	\$50.00	\$	
	Total Fees:	\$	

Applicants Signature _____ Date _____

Parks and Recreation Representative _____ Date _____

_____ Approved	_____ Disapproved
_____ Signature	_____ Date

**CITY OF BRYAN
SPECIAL EVENTS NOTIFICATION SIGNATURE SHEET**

Applicant Name:	Date of event:
Name of event:	Time of event:
Location of event:	Approximate attendance:
Description of Event	

	Name	Address	Title	Business Name	Do you have any special issues?
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					



BRYAN FIRE DEPARTMENT

"Dedicated Professionals Protecting Your Life and Property"



SPECIAL EVENT CHECKLIST

WILL YOU HAVE?

- b Tent or Canopy
- b Open Flames or Candles
- b Temporary Sales/ Display Booths
- b Open Burning/ Open Fire
- b Explosives/ Fireworks
- b Sale of food/ beverages

HAVE YOU MADE ARRANGEMENTS FOR?

- b Public Safety Plan/EMS Services (**Contact the Fire Department for additional information**).
- b Electricity / Generators
- b Fire Extinguishers for each participant that is cooking (2A;10BC rating)
- b Event/ Public Safety Site Plan (**Submit a diagram of your site plan with your completed Contingency plan to Bryan Fire Marshal**).

FIRE DEPARTMENT REVIEW AND/ OR PERMITS REQUIRED FOR:

- b Carnivals, Fairs, Entertainment, Exhibits, Trade Shows, Amusement Buildings
- b Tents/Canopies, Open Flames or Candles, Temporary Sales/Display Booths,
- b Open Burning/Open Fire, Explosives/Fireworks/Pyrotechnics
- b Public Safety Plan
- b Fire Extinguishers

EVENT CONCERNS

- b Cooking – Fuels used/ storage, disposal of charcoal, separation from combustibles
- b Tents – size, material, fire resistant certification if: Tents >200 sq. ft., Canopy >400 sq. ft.
- b Electricity – extension cords (at least **12AWG** conductor size or approved multi-tap cords with over current protection), generators (fueling area/ fire extinguishers)
- b Crowd management-crowd managers, security, exits, hazards, during emergencies, accountability
- b Emergency access
- b Flammable and combustible storage areas
- b Communications (event staff, emergency personnel, crowd control)
- b Parking and Traffic control

CONTINGENCY PLAN

1. **Weather related issues:** rain, severe storms, tornadoes etc:

- If bad weather is forecasted, will the event be canceled? If so how will attendees be notified?
- Develop a plan for sudden onset of severe weather. Where will people go and who is designated to assist in their successful arrival at the safe refuge place?
- Is there an area of safe refuge in case of a tornado?

2. **Medical Issues:**

- Where will ambulance access to the event in case is needed?
- Who will conduct crowd control in the event of emergency?
- Will a first aid station, with a trained first aid provider, be designated at the event? Where? How will patient be moved to booth?
- If applicable, is there adequate shade to prevent heat stroke? Will water be provided? Where?
- Who will man barricades?
- Who will work entry gates? Maintain egress and access?

3. **Security:**

- If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire and Police?
- Provide communications equipment. Portable radios, cell phones access to land lines.

4. **Event Logistics:**

- Where will there be, or will there be a staging area for support staff?
- What time will the crowd be dispersed?
- **REMEMBER TO MAINTAIN FIRE LANES AND ACCESS ROADS (20 ft. clearance)!**
- Appoint one person to oversee and take responsibility for the event. Who? Where located? How to contact **DURING** event?

Public Safety Site Plan

Provide a schematic drawing of the event site location. The public safety plan must include the following items. Please attach to this sheet.

1. Location of booths, stage, and event structures
2. Location of first aid stations
3. Location of information /ticket booths
4. Boundaries of event
5. Location of fire extinguishers
6. Location severe weather shelters
7. Location of Fire/EMS access road
8. Location of security staff
9. Location of emergency contact event personnel
10. Location of assembly area and approximate occupant amounts
11. Location of event parking

Other

Provide any other information you feel that should be considered.

By signing this form you agree to the request of Bryan Fire Department and that all participants are also aware of these rules and will abide by them.

Signature; _____ Date; _____

Please return to:
Fred Taylor Deputy Fire Marshal
City of Bryan Fire Department
wtaylor@bryantx.gov

300 W. William Joel Bryan Pkwy. Bryan, TX 77803 (979) 209-5960, Fax (979) 209-5989



BRYAN POLICE DEPARTMENT SPECIAL EVENT Attachment

Applicant acknowledges that a Special Event permit does not grant any exceptions for any City of Bryan ordinances. This includes the City of Bryan noise ordinance.

Section 50-121. – General Prohibition

Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort, or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and, as such, is liable to be abated, is hereby prohibited, and the person guilty of causing, permitting, or suffering them or any of them upon any premises or upon any building, occupied or controlled by him or her in any street, alley, sidewalk, or gutter immediately adjacent to such premises shall, upon conviction, be fined as provided in section 1-14. Any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is hereby declared to be a nuisance and as such, is liable to be abated, is hereby prohibited, and the person guilty of causing, permitting, or suffering same upon any premises or in or on any building occupied or controlled by or her or in any street, alley, sidewalk, or gutter immediately adjacent to such premises shall, upon conviction be defined as provided in section 1-14.

(Code 1975, 17-20, Code 1988 11-46)

Please reference Section 50-122 Enumeration Ordinance for definition of acts as defined and declared as noise nuisances.

Applicant acknowledges that if the permit is approved it does not provide special privilege to violate any state law or city ordinance. If applicant is determined to be in violation, they may be subject to fine and/or cancelation of event.

Signature: _____ Date: _____

Please provide copy of acknowledgment to:

Lieutenant Bill Rogers

Bryan Police Department

rogersb@bryantx.gov

979-209-5371

Expenses		Up-front Cost
Labor	\$10,000.00	
Advertising/Marketing	\$40,000.00	\$40,000.00
Insurance	\$6,000.00	\$6,000.00
Equipment Rental	\$25,000.00	\$12,500.00
Transportation (Shuttle)	\$10,000.00	
Cook-off Expenses	\$5,000.00	
Entertainment-Sound/Lighting	\$12,000.00	\$6,000.00
Entertainment-Performers	\$45,000.00	\$23,000.00
Glassware	\$10,000.00	\$10,000.00
Wholesale Wine	\$35,000.00	\$25,000.00
Wholesale Beer	\$15,000.00	
Wristbands	\$3,000.00	\$3,000.00
TABC Permits	\$1,500.00	\$1,500.00
Sponsorship/VIP Area	\$10,000.00	
Port-a-Potties	\$6,000.00	
Volunteer/Ambassador Shirts	\$2,500.00	
Expenses Total	\$236,000.00	\$127,000.00

City Expenses

Fire Department
Police Department
Electrician
Electricity
Ticket Booths
Grape Stomp Trailer
Traffic Labor
Barricades
Solid Waste
Water Department
Website Maintenance
Permit Fees

Anticipated Revenues

Glassware
Wine
Beer
Vendor Permits-Arts/Craft
Vendor Permits-Food
Sponsorships
Merchandise