

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BRYAN, TEXAS APPROVING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016, INCLUSIVE, FOR THE BRYAN-COLLEGE STATION CONVENTION AND VISITOR'S BUREAU (CVB) WITH TOTAL EXPENDITURES OF \$2,276,218.34 AND REVENUES IN THE COMBINED TOTAL AMOUNT OF \$2,276,218.34; AND AUTHORIZING THE MAYOR TO SIGN A FUNDING AGREEMENT WITH THE CVB TO PROVIDE FUNDING FOR FISCAL YEAR 2016 IN THE AMOUNT OF \$381,964; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bryan (CITY) and the BRYAN-COLLEGE STATION CONVENTIONS AND VISITORS BUREAU (CVB) have partnered for many years; and

WHEREAS, the CVB provides support for tourism in the City of Bryan and the region; and

WHEREAS, the CITY is required to approve the budget of the CVB;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS, THAT:

1.

The budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016, with combined expenditures in the sum of **\$2,276,218.34** and combined revenues in the sum of **\$2,276,218.34** be approved as indicated in the accompanying "Exhibit A" BRYAN-COLLEGE STATION CVB FISCAL YEAR 2015-2016 Budget.

2.

Expenditures shall conform to the provisions of Chapter 351.101 of the Texas Revised Civil Statutes.

3.

The Mayor is authorized to sign the FUNDING AGREEMENT between the City of Bryan and the CVB, attached hereto as Exhibit "B", providing for funding in the amount of \$381,964.00.

This Resolution shall go into effect December 15, 2015.

ADOPTED BY VOTE OF THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS, at a meeting held on the 15th day of December, 2015.

ATTEST:

CITY OF BRYAN:

Mary Lynne Stratta, City Secretary

Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

EXHIBIT "A"
ANNUAL PROGRAM BUDGET
 (Page 1 of 3)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2015 through September 2016

Oct '15 - Sep 16

Ordinary Income/Expense	
Income	
Booking Commissions	12,000.00
Brazos County	25,000.00
Bryan	
Bryan - Airport Funding	50,000.00
Bryan - Other	331,963.67
Total Bryan	381,963.67
BVSF Events	
Entry Fees	26,500.00
Sponsorships	53,500.00
Tickets	29,000.00
Total BVSF Events	109,000.00
College Station	
College Station Relocation	30,000.00
College Station - Other	1,697,854.67
Total College Station	1,727,854.67
Industry Participation	20,400.00
Special Events Fund	0.00
Total Income	2,276,218.34
Gross Profit	2,276,218.34
Expense	
Administrative/Operations	
Audit/Legal/Professional Serv.	9,050.00
Bank Charges	1,200.00
Board Expenses	1,252.75
Building Repairs & Maintenance	7,040.00
Electrical/Water/Gas Svc Exp	8,847.56
Liability Insurance	8,742.50
Merchant Charges	720.00
Miscellaneous	40.00
Office Supplies	6,186.69
Outside Storage	3,960.00
Property Tax	1,015.00
Sympathy/Recognition	580.75
Technical Support	5,040.00
Telephone	16,457.25
Vehicle Gas & Maintenance	895.00
Total Administrative/Operations	71,027.50

EXHIBIT "A"
ANNUAL PROGRAM BUDGET
 (Page 2 of 3)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2015 through September 2016

	Oct '15 - Sep 16
Capital	
Equipment	
Computer Software	3,000.00
Equipment Repair & Maint.	0.00
Lease	12,783.84
Total Equipment	15,783.84
Office Rent	47,190.00
Vehicles	60,000.00
Total Capital	122,973.84
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	0.00
Advertising	504,700.00
Advertising - Easterwood	50,000.00
Bid Fees	5,260.00
Client Relations	3,330.00
Community Luncheons/Events	11,786.00
Event Personnel	30,150.00
Facility Rental	31,800.00
Gift Baskets	2,150.00
Luncheons/Banquet	14,000.00
Memberships/Subscriptions	22,730.00
Postage	3,550.00
Printing	9,775.00
Professional Development	18,255.00
Promotional	42,150.00
Research	80,000.00
Sales/Marketing Leads	4,825.00
Sales/Marketing/Registration	19,825.00
Site Visits/FAM Tours	11,600.00
Sponsorships	122,172.00
Trade Show/Booth	19,187.00
Travel	
Air	17,485.00
Ground	9,490.00
Hotel	36,435.00
Meals	6,714.00
Misc.	700.00
Travel - Other	0.00
Total Travel	70,824.00

EXHIBIT "A"
ANNUAL PROGRAM BUDGET
(Page 3 of 3)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
October 2015 through September 2016

	Oct '15 - Sep 16
Website	
Advertising	66,000.00
Development	31,988.00
Total Website	97,988.00
Total Marketing/Sales/Promotion	1,176,057.00
Wayfinding	20,000.00
6560 - Payroll Expenses	886,160.00
Total Expense	2,276,218.34
Net Ordinary Income	0.00
Net Income	<u>0.00</u>

Exhibit "B"

FY 2016 FUNDING AGREEMENT
FOR THE
BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU

This Agreement is by and between the CITY OF BRYAN, a Texas Home Rule Municipal Corporation (hereinafter referred to as "BRYAN"), and the BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU, a Non-Profit Corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "CVB").

RECITALS

WHEREAS, Texas Tax Code §§ 351.002 and 351.003(a) authorizes BRYAN 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, BRYAN has provided for the assessment and collection of a municipal hotel occupancy tax of seven percent (7%); and

WHEREAS, Texas Tax Code § 351.101(a) authorizes BRYAN 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 programs 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..."; and

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

WHEREAS, the BRYAN City Council has determined the promotion of tourism and the hotel and convention industry can best be accomplished by CVB through attracting, promoting, developing, presenting, producing and encouraging visitors and conventions to come to the community; and

WHEREAS, the BRYAN City Council finds there is sufficient assurance by reason of the conditions of this Agreement that the public purposes stated herein will be accomplished.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I.
FUNDING AGREEMENT

1.1 **Amount.** In consideration of the activities and duties to be performed by CVB under this Agreement, BRYAN agrees to pay CVB the total sum of THREE HUNDRED EIGHTY ONE

THOUSAND, NINE HUNDRED SIXTY FOUR DOLLARS AND NO/100 (\$381,964.00) from the hotel occupancy tax revenues (“Hotel Tax Revenues”) actually collected and received by BRYAN from the Hotel Tax.

1.2 **Term.** The term of this Agreement shall commence October 1, 2015, and extend through September 30, 2016.

ARTICLE II. USE OF HOTEL TAX REVENUES

2.1 **Consideration.** The amount to be paid to CVB under this Agreement from BRYAN’S Hotel Tax Revenues is consideration for CVB’s promotion of tourism and the convention and hotel industry through attracting, promoting, developing, presenting, producing and encouraging visitor and conventions to come to the community. The CVB shall also provide for the promotion of sport tourism and the hotel industry through attracting, promoting, developing, presenting, producing and encouraging sport visitor and sport events to come to the community.

2.2 **Restrictions.** All funds received by CVB under this Agreement are from the City’s Hotel Tax Revenues and must be spent by the CVB in compliance with the requirements of Chapter 351 of the Texas Tax Code, the Approved Budget, a copy of which is attached hereto as Exhibit “A”, (the “Approved Budget”), and the purposes authorized under this Agreement. It is expressly understood that CVB will be required to return all or a portion of that funding, if the City determines that expenditures have been made which are not authorized under Chapter 351 of the Texas Tax Code, or deviate materially from the uses authorized under this Agreement or the CVB’s Approved Budget, or if reports required herein are not submitted in a complete and timely manner.

2.3 **Allocation and Use.** Of the total sum of THREE HUNDRED EIGHTY ONE THOUSAND, NINE HUNDRED SIXTY FOUR DOLLARS AND NO/100 (\$381,964.00) of Hotel Tax Revenues to be paid to CVB under this Agreement, the sum of FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) shall be allocated solely to the promotion and marketing of Easterwood Airport, which shall be aimed at attracting tourism and the convention and hotel industry to come to the community, and for no other purposes. All expenditures for marketing and promotion of Easterwood Airport shall be in strict compliance with the requirements of Chapter 351 of the Texas Tax Code. The remaining THREE HUNDRED THIRTY ONE THOUSAND, NINE HUNDRED SIXTY FOUR DOLLARS AND NO/100 (\$331,964.00) of Hotel Tax Revenues shall be used by the CVB in accordance with their Approved Budget for the purposes set forth in section 2.1 above, and in compliance with Chapter 351 of the Texas Tax Code.

2.3.1 It is understood and agreed by and between the Parties that Hotel Tax Revenues may be spent by CVB for its day-to-day operations, including supplies, salaries, office rental, travel expenses, and other administrative costs, if directly related to the purposes of this Agreement, and provided such expenditures are in compliance with Chapter 351 of the Texas Tax Code and do not exceed the Approved Budget.

ARTICLE III. PAYMENT

3.1 **Quarterly Installment Payments.** The payment of the total amount of THREE HUNDRED EIGHTY ONE THOUSAND, NINE HUNDRED SIXTY FOUR DOLLARS AND

NO/100 (\$381,964.00) to CVB under this Agreement shall be made in four quarterly installments as set forth below:

<u>Payment Number</u>	<u>Amount</u>	<u>Payment Date</u>
1	\$95,491.00	December 15, 2015
2	\$95,491.00	February 15, 2016
3	\$95,491.00	May 15, 2016
4	\$95,491.00	August 15, 2016

3.2 **Compliance Required.** Payment by the City of the quarterly installment payments shall be subject to the CVB's satisfactory performance and compliance with the terms of this Agreement, including, but not limited to, its reporting requirements set forth in Article IV of this Agreement.

3.3 **Breach and Opportunity to Cure.** If CVB does not comply with any terms of this Agreement or any representation made by CVB contained herein, BRYAN may provide written notice to the CVB stating specifically the deficiencies in CVB's performance and/or CVB's noncompliance with the terms of this Agreement. CVB shall have sixty (60) days within which to cure the alleged deficiencies and/or noncompliance to BRYAN's satisfaction. If such deficiencies and/or noncompliance are not cured within sixty (60) days, BRYAN may terminate this Agreement and discontinue funding.

**ARTICLE IV.
HOTEL TAX REVENUE
RECORD KEEPING AND REPORTING REQUIREMENTS**

4.1 **Budget.** CVB shall adhere to the Approved Budget (Exhibit "A"), as may be amended by the CVB, with the approval of the Bryan City Council required for all operations of CVB funded by Hotel Tax Revenues. The CVB Board of Directors may not modify the Approved Budget allocations of funding for the marketing and promotion of Easterwood Airport and other line items funded by Hotel Tax Revenues, as set forth in **Exhibit "A"**, without the consent of the City Council.

4.2 **Fiduciary Duties.** CVB acknowledges that the approval of the CVB budget by the Bryan City Council creates a fiduciary duty in CVB with respect to the Hotel Tax Revenue paid by City to CVB under this Agreement. CVB shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Texas Tax Code §351.101(a), and the Approved Budget.

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

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

4.5 **Quarterly Reports.** BRYAN shall receive detailed quarterly reports from CVB no later than the 30th of January, April, July, and October of the Agreement year. The quarterly reports shall be submitted to the City Manager, or his designate, and shall include the following:

4.5.1 **Financial Activity Report.** This includes a summary of the CVB's revenues and expenditures related to the current quarter as well as the fiscal year to date, and a summary of the CVB's assets and liabilities. The form of the Financial Activity Report is attached to this Agreement as **Exhibit "B"**.

4.5.2 **Narrative Summary of Activity Report.** This report shall be a summary of CVB's activities, including a summary of how Hotel Tax Revenues have been utilized. A form of the Narrative Summary of Activity Report is attached to this Agreement as **Exhibit "C"**.

4.5.3 These quarterly reports shall be submitted to the City Manager, or his or her designee, not later than the twentieth (20th) business day following the end of each calendar quarter.

4.6 **Annual Program Report.** At the conclusion of the Agreement year, CVB shall provide the City Manager with an annual report as required by Texas Tax Code § 351.108 listing each of the activities, programs, or events directly funded with Hotel Tax Revenue and which is intended to enhance and promote tourism and the convention and hotel industry ("Annual Program Report") The form of the Annual Program Report is attached to this Agreement as **Exhibit "D"**.

4.7 **Annual Presentation to the City Council.** Annually, and no later than May 31st of each year, the CVB shall present to the Bryan City Council an annual report of the activities that it has conducted to benefit BRYAN and an annual audited financial statement. The annual audited financial statement shall be prepared by Funding by BRYAN shall be subject to annual review and allocation.

ARTICLE V. CVB REPRESENTATIONS AND OBLIGATIONS

CVB further agrees and warrants to BRYAN the following:

5.1 That the public purposes herein stated will be effectuated.

5.2 That during the term of this Agreement, CVB will not discriminate against any employee, applicant for employment, vendor, sponsor, volunteer or participant because of race, color, religion, sex, national origin, age or disability. CVB agrees that in all solicitations or advertisements for employees there will be a statement that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, age, or disability.

5.3 CVB will operate as a nonprofit corporation for the benefit of the general public.

5.4 **Accounting System.** CVB will establish, operate and maintain an accounting system that will allow for adequate review of its income, expenses, and financial status of the CVB at the end of each fiscal year.

5.5 **Financial Records.** CVB shall maintain complete and accurate set of financial records of each expenditure of the funds and upon request of BRYAN shall make the records available for inspection and review during normal business hours, upon reasonable notice. Bryan shall have the right to conduct an audit of CVB financial records. CVB shall maintain such records, accounts,

reports, files or other documents for a minimum of five (5) years after expiration of this Agreement.

5.6 **Continuation of Right to Access and Audit Financial Records.** BRYAN's right to access and audit the CVB's financial records shall survive the termination of this Agreement and shall continue during the five (5) year minimum maintenance period and for as long as the records are retained by the CVB.

ARTICLE VI. BRYAN REPRESENTATIONS AND OBLIGATIONS

6.1 BRYAN agrees to cooperate fully with the CVB in the performance of this Agreement by honoring any reasonable request it may make for assistance, including but not limited to staff support, providing information or use of a facility owned by BRYAN, in order to market and promote BRYAN. All requests by CVB to BRYAN for assistance shall be directed to the City Manager or appropriate Assistant City Manager.

6.2 BRYAN agrees to provide prompt and specific objections to the reports filed by CVB as required by Article IV, if BRYAN determines such reports do not satisfy the CVB's reporting requirements.

ARTICLE VII. ANNUAL SUBMITTALS.

7.1 **Proposed Budget, Marketing Plan and Schedule of Events.** That CVB, on an annual basis and not later than May 31st of each year, shall submit its proposed annual budget and a detailed marketing plan for the following fiscal year, along with proposed service levels and performance measures to BRYAN for review, including a list of each scheduled activity, program, or event for the following fiscal year that is directly funded or has its administrative costs funded in whole or in part by the funds provided under this Agreement; and that will directly enhance and promote tourism and the convention and hotel industry.

7.2 **Adopted Budget.** That CVB shall furnish a copy of the CVB's annual budget to the Bryan City Secretary and Chief Financial Officer when the budget is adopted.

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 CVB with another private entity, person, or organization for the performance of those services described herein. In the event that CVB enters into any arrangement, contractual or otherwise, with such other entity, person or organization, CVB shall cause such other entity, person, or organization to indemnify BRYAN by way of an indemnification agreement in a form acceptable to the City Attorney, and to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to Texas Tax Code, Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue. In the event any work is sublet, the CVB shall require the subcontractor similarly to provide the same insurance coverage required under this agreement, and shall himself acquire evidence of such coverage on behalf of the subcontractor.

8.2 **Independent Contractor.** CVB shall operate as an independent contractor as to all services to be performed under this Agreement and not as an officer, agent, servant, or employee of BRYAN. CVB shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same and CVB shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. The City is not and shall not be liable for any of the CVB's debts or obligations, including any operating deficit that may arise. CVB shall not be considered a partner or joint venturer with BRYAN, nor shall CVB be considered nor in any manner hold itself out as an agent or official representative of BRYAN.

**ARTICLE IX.
INDEMNIFICATION AND RELEASE.**

9.1 Indemnification and Release. CVB agrees to indemnify and hold harmless BRYAN, 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 BRYAN or any of its officers, agents, or employees. CVB assumes full responsibility for the work performed and services to be provided, and hereby releases, relinquishes and discharges BRYAN, 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 CVB'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 X.
TERMINATION**

10.1 **Noncompliance.** If CVB does not comply with any term or condition of this Agreement, BRYAN may provide written notice to the CVB specifically stating the noncompliance and BRYAN may withhold any funding that would otherwise be paid. CVB shall have ten (10) business days to cure such noncompliance to BRYAN's satisfaction. If such deficiencies are not cured within ten business (10) days, BRYAN may terminate this Agreement and discontinue funding.

10.2 **Reporting.** If the CVB fails to comply with reporting procedures required herein, the BRYAN has the option to immediately terminate the Agreement.

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

- (a) The termination of the legal existence of CVB;
- (b) The insolvency of CVB, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by CVB for the benefit of creditors.

10.4 **Return of Hotel Tax Revenue.** Any unused Hotel Tax Revenues remaining at the end of the term of this Agreement, and any Hotel Tax Revenues which BRYAN determines have been used improperly, shall be returned by CVB to BRYAN, within thirty (30) days after termination of this Agreement.

ARTICLE XI. MISCELLANEOUS

11.1 **Recitals.** The Recitals set forth are incorporated herein by reference as if fully set forth in the body of this Agreement.

11.2 **Authority.** 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.

11.3 **Entire Agreement.** 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.

11.4 **Amendment.** 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.

11.5 **Assignment.** CVB shall not assign this Agreement, and the rights and obligations contained herein, without the prior written approval of BRYAN.

11.6 **Successor and Assigns.** 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 BRYAN and CVB and their respective successors and permitted assigns.

11.7 **Applicable Law and Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Brazos County, Texas.

11.8 **Waiver.** 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.

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

11.10 **Duplicate Originals.** 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.

11.11 **Invalidity.** 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.

11.12 **Notice.** 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.

BRYAN: CITY OF BRYAN
Attn: City Manager
P.O. Box 1000
Bryan, Texas 77805-1000

CVB: BRYAN-COLLEGE STATION CONVENTION
AND VISITORS BUREAU
Attn: Director
1101 University Dr E #108
College Station, TX 77840

IN WITNESS WHEREOF, the parties hereto, acting under the authority of the Bryan City Council and the Board of Directors of the CVB, have caused this Agreement to be executed in duplicate originals, on this day ____ of December, 2015.

**BRYAN-COLLEGE STATION CONVENTION AND
VISITORS BUREAU**

Shannon Overby,
President and Chief Executive Officer

CITY OF BRYAN

Jason P. Bienski, Mayor

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

EXHIBIT "A"
ANNUAL PROGRAM BUDGET
 (Page 1 of 3)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2015 through September 2016

Oct '15 - Sep 16

Ordinary Income/Expense	
Income	
Booking Commissions	12,000.00
Brazos County	25,000.00
Bryan	
Bryan - Airport Funding	50,000.00
Bryan - Other	331,963.67
Total Bryan	381,963.67
BVSF Events	
Entry Fees	26,500.00
Sponsorships	53,500.00
Tickets	29,000.00
Total BVSF Events	109,000.00
College Station	
College Station Relocation	30,000.00
College Station - Other	1,697,854.67
Total College Station	1,727,854.67
Industry Participation	20,400.00
Special Events Fund	0.00
Total Income	2,276,218.34
Gross Profit	2,276,218.34
Expense	
Administrative/Operations	
Audit/Legal/Professional Serv.	9,050.00
Bank Charges	1,200.00
Board Expenses	1,252.75
Building Repairs & Maintenance	7,040.00
Electrical/Water/Gas Svc Exp	8,847.56
Liability Insurance	8,742.50
Merchant Charges	720.00
Miscellaneous	40.00
Office Supplies	6,186.69
Outside Storage	3,960.00
Property Tax	1,015.00
Sympathy/Recognition	580.75
Technical Support	5,040.00
Telephone	16,457.25
Vehicle Gas & Maintenance	895.00
Total Administrative/Operations	71,027.50

EXHIBIT "A"
ANNUAL PROGRAM BUDGET
 (Page 2 of 3)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2015 through September 2016

	Oct '15 - Sep 16
Capital	
Equipment	
Computer Software	3,000.00
Equipment Repair & Maint.	0.00
Lease	12,783.84
Total Equipment	15,783.84
Office Rent	47,190.00
Vehicles	60,000.00
Total Capital	122,973.84
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	0.00
Advertising	504,700.00
Advertising - Easterwood	50,000.00
Bid Fees	5,260.00
Client Relations	3,330.00
Community Luncheons/Events	11,786.00
Event Personnel	30,150.00
Facility Rental	31,800.00
Gift Baskets	2,150.00
Luncheons/Banquet	14,000.00
Memberships/Subscriptions	22,730.00
Postage	3,550.00
Printing	9,775.00
Professional Development	18,255.00
Promotional	42,150.00
Research	80,000.00
Sales/Marketing Leads	4,825.00
Sales/Marketing/Registration	19,825.00
Site Visits/FAM Tours	11,600.00
Sponsorships	122,172.00
Trade Show/Booth	19,187.00
Travel	
Air	17,485.00
Ground	9,490.00
Hotel	36,435.00
Meals	6,714.00
Misc.	700.00
Travel - Other	0.00
Total Travel	70,824.00

EXHIBIT "A"
ANNUAL PROGRAM BUDGET
(Page 3 of 3)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
October 2015 through September 2016

	Oct '15 - Sep 16
Website	
Advertising	66,000.00
Development	31,988.00
Total Website	97,988.00
Total Marketing/Sales/Promotion	1,176,057.00
Wayfinding	20,000.00
6560 - Payroll Expenses	886,160.00
Total Expense	2,276,218.34
Net Ordinary Income	0.00
Net Income	<u>0.00</u>

EXHIBIT "B"
Financial Activity Report – Income Statement
(Page 1 of 4)

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 – Income Statement
(Page 2 of 4)

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 =			

Please explain any income statement deficits on an attached sheet.

EXHIBIT "B"
Financial Activity Report – Income Statement
(Page 3 of 4)

Agency Name:
Quarter:

	(Current quarter as of)	(Prior quarter as of)
ASSETS		
CURRENT ASSETS		
Cash & 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 – Income Statement
(Page 4 of 4)

Agency Name:
Quarter:

LIABILITIES AND FUND BALANCE		
	(current quarter as of)	(prior quarter as of)
Current Liabilities		
Accounts Payable		
Current portion of long-term debt		
Deferred Revenue		
<i>Total Current Liabilities</i>		
Long-Term Debt; less current portion		
<i>Total Liabilities</i>		
Fund Balance		
Unrestricted		
Temporarily Restricted		
Permanently Restricted		
<i>Total Fund Balance</i>		
<i>Total Liabilities and Fund Balance</i>		

("TOTAL ASSETS" MUST EQUAL "TOTAL LIABILITIES AND FUND BALANCE")

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

EXHIBIT “C”
Quarterly Program Report
_____ **Quarter**

Please list all activities, programs, or events directly funded by City of Bryan HOT fund revenue during this quarter, with the following information for each activity:

- (1) Administrative costs (if any) which will be funded in whole or in part by City of Bryan HOT fund revenue;
- (2) How the scheduled activity, program, or event is directly enhancing and promoting (a) tourism and (b) the convention and hotel industry in the City of Bryan; and
- (3) Itemized funds associated with the particular activity, program, or event directly funded by City of Bryan HOT fund revenue.

Please feel free to include any additional information you wish to include, and additional pages may be attached as necessary to provide the information.

EXHIBIT “D”
Annual Program Report

Please list all activities, programs, or events directly funded by City of Bryan HOT fund revenue during this fiscal year, with the following information for each activity:

- (1) Administrative costs (if any) which will be funded in whole or in part by City of Bryan HOT fund revenue;
- (2) How the scheduled activity, program, or event is directly enhancing and promoting
(a) tourism and (b) the convention and hotel industry in the City of Bryan; and
- (3) Itemized funds associated with the particular activity, program, or event directly funded by City of Bryan HOT fund revenue.

Please feel free to include any additional information you wish to include, and additional pages may be attached as necessary to provide the information.