Joint Workshop with Bastrop, TX City Council and Visit Bastrop

Bastrop City Hall City Council Chambers 1311 Chestnut Street Bastrop, TX 78602 (512) 332-8800



Special Workshop Agenda — June 14, 2018 at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

- Call to Order
 - a. City of Bastrop City Council Mayor Connie Schroeder
 - b. Visit Bastrop Vice- Chair Rick Brackett

2. WORK SESSION

- 2A. Review the City's Contract with Visit Bastrop dated September 12, 2017 regarding scope of service and deliverables along with purpose of annual workshop (dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year).
- 2B. Hold discussion regarding FY 2018 Contract Performance, establish future goals and objectives for FY 2019 and beyond, provide update on current Visit Bastrop activities such as the hiring process for a new Executive Director, the Branding initiative, adoption of a Strategic Plan, and other organizational items.
- 2C. Receive Presentation on Visit Bastrop Monthly Report "HOT Report 101" to educate the Council on the elements of the monthly report.
- 2D. Receive Monthly Presentation from Visit Bastrop
- Discuss Essential Tourism Asset Policy & Special Events previously funded by City through HOT Funds.

3. ADJOURNMENT

- a. City of Bastrop City Council Mayor Schroeder
- b. Visit Bastrop Vice-Chair Rick Brackett

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, June 8, 2018 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: June 14, 2018 AGENDA ITEM: 2A

TITLE:

Review the City's Contract with Visit Bastrop dated September 12, 2017 regarding scope of service and deliverables along with purpose of annual workshop (dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year).

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ATTACHMENTS:

Visit Bastrop Contract

Visit Bastrop Business Plan for FY 2018

Visit Bastrop By-Laws

PowerPoint Overview

RESOLUTION NO. R-2017-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP AND VISIT BASTROP ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City and Visit Bastrop recognize the visitor industry as a key economic generator for the growing City; and

WHEREAS, the City desires to engage Visit Bastrop to perform the specific services as outlined in Destination and Marketing Services Agreement, which is attached as Exhibit A, whose initial role the City expects and acknowledges will mirror or exceed that of the City's previous Bastrop Marketing Corporation (*BMC*); and

WHEREAS, Visit Bastrop's provision of the Services is expected to contribute to the achievement of the goals stated above; and

WHEREAS, the City and Visit Bastrop hereby find and determine that entering into this Agreement is in the best interests of the residents of the City and surrounding areas, the industries served by Visit Bastrop, and the City's tourism market; and

WHEREAS, the Bastrop City Council had a joint workshop with the Destination Marketing Organization Start-Up Organization (DMO) on April 4, 2017; and

WHEREAS, the Bastrop City Council determined that the purpose of the Visit Bastrop was to provide "brand" marketing for Bastrop as a destination, to serve as the primary brand advocate, and to better utilize existing facilities; and

WHEREAS, the Bastrop City Council recognizes that tourism represents the purist form of economic development and is instrumental to stabilizing and growing the City's sales tax base; and

WHEREAS, Visit Bastrop will provide "global" oversight of Bastrop's visitor assets and activities to provide a level of unity and representation to maximize Bastrop's brand potential; and

WHEREAS, Visit Bastrop must ensure each "community asset" is represented in a way that there is equal representation and seek input from each "community asset" group; and

WHEREAS, the Bastrop City Council defines the broad representation of "community assets" as Arts, History, Hotels, Restaurants, Retail, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, and Film; and

WHEREAS, the "community assets" must be a "driver" with strong ties to the hospitality industry given the legal requirements of how Hotel Occupancy Tax funds are spent; and

WHEREAS, the Bastrop City Council recognizes that "community assets" may change with time and expects Visit Bastrop to adapt by having the ability to add or remove another category of community assets as times and circumstances change; and

WHEREAS, the Bastrop City Council recognizes the success and importance of industry knowledge of the specific "community asset" groups available in Bastrop and believes that they, collectively, have a vested interest in ensuring the success of Visit Bastrop and are best suited to serve as Board Members of Visit Bastrop; and

WHEREAS, the City will not have any elected or appointed representatives on the Visit Bastrop Board of Directors.

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

<u>Section 1</u>. The Destination and Marketing Services Agreement, which is attached as Exhibit A, between the City of Bastrop, Texas and Visit Bastrop is hereby approved.

<u>Section 2</u>. The City Manager is hereby authorized to execute all necessary documentation between the City of Bastrop, Texas and Visit Bastrop.

<u>Section 3</u>. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of September, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Joya J. Tof).

Joe Gorfida, Interim City Attorney

DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND VISIT BASTROP

The City Council (the City Council) of the City of Bastrop, Texas (the City), a home-rule municipality operating under the City's Home Rule Charter, has approved the City's engagement of Bastrop Destination Marketing Organization (Visit Bastrop, and together with the City, the Parties), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, as amended (Chapter 22), to provide certain Services (defined below) as set forth in this Destination and Marketing Services Agreement (the Agreement), entered into by the Parties pursuant to Section 351.101(c), Texas Tax Code, as amended (the Tax Code).

RECITALS

WHEREAS, the City and Visit Bastrop recognize the visitor industry as a key economic generator for the growing City; and

WHEREAS, the City desires to engage Visit Bastrop to perform the *Services* (as defined below) in consideration of the compensation provided in this Agreement whose initial role the City expects and acknowledges will mirror or exceed that of the City's previous Bastrop Marketing Corporation (*BMC*); and

WHEREAS, Visit Bastrop's provision of the Services is expected to contribute to the achievement of the goals stated above; and

WHEREAS, the City and Visit Bastrop hereby find and determine that entering into this Agreement is in the best interests of the residents of the City and surrounding areas, the industries served by Visit Bastrop, and the City's tourism market; and

WHEREAS, the Bastrop City Council had a joint workshop with the Destination Marketing Organization Start-Up Organization (DMO) on April 4, 2017; and

WHEREAS, the Bastrop City Council determined that the purpose of the Visit Bastrop was to provide "brand" marketing for Bastrop as a destination, to serve as the primary brand advocate, and to better utilize existing facilities; and

WHEREAS, the Bastrop City Council recognizes that tourism represents the purist form of economic development and is instrumental to stabilizing and growing the City's sales tax base; and

WHEREAS, Visit Bastrop will provide "global" oversight of Bastrop's visitor assets and activities to provide a level of unity and representation to maximize Bastrop's brand potential; and

WHEREAS, Visit Bastrop must ensure each "community asset" is represented in a way that there is equal representation and seek input from each "community asset" group; and

WHEREAS, the Bastrop City Council defines the broad representation of "community assets" as Arts, History, Hotels, Restaurants, Retail, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, and Film; and

WHEREAS, the "community assets" must be a "driver" with strong ties to the hospitality industry given the legal requirements of how Hotel Occupancy Tax funds are spent; and

WHEREAS, the Bastrop City Council recognizes that "community assets" may change with time and expects Visit Bastrop to adapt by having the ability to add or remove another category of community assets as times and circumstances change; and

WHEREAS, the Bastrop City Council recognizes the success and importance of industry knowledge of the specific "community asset" groups available in Bastrop and believes that they, collectively, have a vested interest in ensuring the success of Visit Bastrop and are best suited to serve as Board Members of Visit Bastrop; and

WHEREAS, the City will not have any elected or appointed representatives on the VISIT BASTROP Board of Directors.

NOW THEREFORE, In consideration of the mutual promises and covenants contained herein, the City and Visit Bastrop agree as follows:

I. TERM

- 1.1 Term. The term of this Agreement shall commence on October 1, 2017, and will remain in full force and effect through September 30, 2022 (the *Term*), with an extension option of up to 5 years from the end of the Term, unless such Agreement is terminated, pursuant to Article VII herein.
- 1.2 Appropriations. The City agrees, as a part of its budget process and in connection with the City's collection of Hotel Occupancy Tax (HOT) under the Tax Code, to appropriate an amount to Visit Bastrop as described in Article III below. Visit Bastrop agrees and understands that City is a governmental entity and it has projected costs for this Agreement and City expects to pay all obligations of this Agreement from projected revenue sources, but all obligations of City are subject to annual appropriation by the City Council in future years.

II. SCOPE OF SERVICES

- 2.1 <u>Services for Compensation</u>. Visit Bastrop agrees to provide the services described in Section 2.2 below (the *Services*) in exchange for the compensation described in Article III of this Agreement. The City acknowledges that Visit Bastrop, as permitted by the Tax Code, may contract with various entities and organizations unaffiliated with the City, and that under those agreements and funds derived from those agreements, Visit Bastrop may perform other services and activities in accordance with Visit Bastrop's Articles and Bylaws. The Parties understand that funds provided by the City through this Agreement must be expended in accordance with the Tax Code particularly §351.101.
- 2.2 <u>Scope of Services</u>. Visit Bastrop shall work to: (1) attract leisure visitors to the City and its vicinity; (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity and 3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events,

retreats, and conventions to the City and its vicinity. Visit Bastrop, subject to being supplied the appropriate funding pursuant to this Agreement, shall:

- (A) carry out the actions defined in the applicable annual Business Plan (defined below) related to attracting leisure visitors, meetings, events, retreats, and conventions to the City and its vicinity and as outlined in Visit Bastrop's Bylaws and expanding the City's approach to recruiting, retaining and expanding meetings, conventions, retreats, and events as identified by that applicable annual Business Plan increasing the visibility of the City through media and public relations efforts, and, where appropriate, coordinate and work with public and private partners and organizations involved in local efforts to attract and retain meetings and events;
- (B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry, as specified in the applicable annual Business Plan, in order to assist the City in making strategic decisions in its efforts to attract leisure visitors, meetings, events, retreats, and conventions to the City and its vicinity and in accordance with Visit Bastrop's Bylaws;
- (C) provide marketing and imaging campaigns for the City's tourism and convention industry, as specified in the annual applicable Business Plan and in accordance with the covenants regarding intellectual property as described in Article XII;
- (D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts; and
- (E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan.
- (F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

2.3 Business Plan.

(A) Development. During FY 2018, which is the initial start-up year, Visit Bastrop shall prepare a draft Business Plan and present it publicly no later than the second Council meeting in November 2017, outlining how it proposes to deliver the Services within the fiscal year that is the subject of that draft Business Plan. In Year 1 of the Agreement, the draft Business Plan shall include the initial efforts of Visit Bastrop for the beginning of Fiscal Year 2018 (which is the period ending September 30, 2018). The draft Business Plan shall describe the methodology and steps then expected to be followed by Visit Bastrop to deliver the Services within the specified fiscal year, and shall include a budget that indicates in appropriate detail how the funding provided by the City for that fiscal year will be expended. Visit Bastrop shall work to finalize the draft Business Plan, and shall submit the draft Business Plan to its Board of Directors (the Board) for approval.

In Years 2-5 of the contract, on or before September 1 of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This business plan and proposed budget will be presented publicly at the second Council meeting in September for fiscal year 2018

After approval by the Board, the approved Business Plan shall become incorporated into this Agreement as Exhibit A. The Parties understand that circumstances during any period of time may differ from those contemplated when the Business Plan was approved; therefore, amendments to the Business Plan may be made by the Board within any fiscal year. However, any material changes to the approved Business Plan affecting the expenditure of HOT must be approved in writing by Visit Bastrop prior to the implementation of such material changes.

- (B) Business Plan Performance Targets. As part of the development of each annual Business Plan, Visit Bastrop shall establish "Performance Targets" against which Visit Bastrop's execution of the Business Plan, to include its revenue enhancement efforts and goals, is evaluated. The Revenue Enhancement Plan will be updated as part of the annual Business Plan and will identify targets for potential funding sources of additional non-HOT revenues. If changing market conditions, funding availability issues, unforeseen expenses, or other circumstances beyond Visit Bastrop's reasonable control arise, the then current Performance Targets may be revised, with the prior written approval of the Board.
- (C) Reporting. Visit Bastrop will maintain reasonable levels of communication with the City Manager, Finance Department, and any other designated departments of the City throughout the term of this Agreement to ensure coordination between the City and Visit Bastrop as to Visit Bastrop's efforts to implement the Business Plan. Visit Bastrop shall provide, as required by the Tax Code and this Agreement, various reports to the City that describe in appropriate detail (in all cases, taking into account the need to maintain a high level of confidentiality with respect to proprietary and competitive matters to the extent permissible under applicable law) its progress in implementing the Business Plan and meeting Performance Targets, as specified in this Agreement, as well as providing the City with periodic reports in accordance with the requirements as set forth in the Tax Code and on any activity that Visit Bastrop believes to be of interest to the City. Visit Bastrop agrees to report to the City as follows:
 - (i) Monthly and annual written status reports, like the Sample Albuquerque, NM Report, shown as Exhibit C and general accountings, and
 - (ii) Update presentations monthly at a regularly scheduled Council meeting that address the Services provided pursuant to this Agreement, and
 - (iii) Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year.
- 2.4 <u>Utilization of City-Owned Facilities</u>. The City acknowledges that, to ensure Visit Bastrop's success in performing the obligations set forth herein, the City will permit Visit Bastrop

access to utilize City-owned facilities, within reason and with approval by the City Manager at no cost to Visit Bastrop, subject to date availability, for the purpose of effectuating the objectives of Visit Bastrop and the City as set forth in this Agreement and the Articles

- 2.5 <u>Board of Directors</u>. Visit Bastrop will at all times maintain a Board as specified in Visit Bastrop's Certificate of Formation (the *Articles*) and adopted Bylaws. The Board's primary responsibilities include fiduciary oversight and provision of strategic direction.
- 2.6 <u>Accreditation.</u> To ensure industry best practices are established and performed by Visit Bastrop, Visit Bastrop as an organization must include a plan in their annual Business Plan within the next four years to seek accreditation status by Destination International, to be recognized as an organization of excellence, within the following fiscal year.

III. COMPENSATION TO VISIT BASTROP

3.1 <u>Compensation</u>.

- (A) <u>Transition Period</u>. The applicable compensation to be provided by the City to Visit Bastrop during the period from July 1, 2017 to September 30, 2017 (the *Transition*), in addition to other applicable terms governing the Parties' actions prior to the effective date of this Management Agreement, are set forth in Exhibit B hereto, of which such Transition Plan is hereby incorporated into this Management Agreement by reference.
- (B) FY 2018. Beginning on October 1, 2017, the City shall target fifty percent (50%) of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's [outstanding debt secured by HOT]. This amount should not be less than 45% of total Hotel Occupancy Tax Revenues. Each year during the City's annual budget process, the targeted percentage subject to adjustment as outlined below will result in an annual appropriation to be paid to Visit Bastrop. The targeted annual percentage may be adjusted by the City during the City's annual budget process based upon the annual update to the HOT pro forma in order to make a determination on whether or not adjustments are necessary to increase, maintain, or reduce operating expenses due to factors including changing economic conditions, requirements of Visit Bastrop, requirements of the City and funding levels of the contingency funds and lease payment as set forth in the hereafter referenced HOT financial policy. The City will actively manage operating expenses to be funded with HOT in keeping with the HOT Funds financial policy approved by City Council on May 9, 2017 through Resolution No. R-2017-26.

The annual HOT appropriation as approved by the City Council in accordance with the provisions and requirements of the Tax Code, shall be paid to the Visit Bastrop in equal quarterly installments (October, January, April, July) beginning October 1 of each Fiscal Year. The quarterly payments will be made in advance on the first day of each month.

(C) Upon the conclusion of each fiscal year and completion of the City's independent annual audit, the annual amount appropriated in support of the Visit Bastrop for the fiscal year immediately closed will be compared to the targeted percentage of the actual net HOT revenues recorded for that fiscal year. Any surplus or deficit may be considered for an additional adjustment to Visit Bastrop at the City's discretion as part of a mid-year adjustment to the current fiscal year appropriation. Visit Bastrop must also provide an

amended Business Plan detailing how the surplus or reduction of funds will be utilized.

- (D) Visit Bastrop shall be the primary provider of the Services delineated in Article II hereof; nevertheless, the Bastrop County Historical Society Museum & Visitor Center shall continue visitor information operations in its normal course of business. In addition, Main Street and the Bastrop Chamber of Commerce shall continue to promote visitors as a part of their organizational mission, in accordance with Visit Bastrop.
- 3.2 <u>Forecasting</u>. Visit Bastrop shall inform and provide input on the establishment of the five-year forecast and the adopted budget appropriation for HOT Revenues.
- 3.3 <u>Use of Funds</u>. The funding provided by the City under this Agreement shall be used solely in connection with Visit Bastrop providing the Services described in Article II, pursuant to the budget prepared as part of the approved Business Plan. Visit Bastrop shall segregate all funds provided under this Agreement into a separate account and shall not commingle any funds supplied by the City with the Visit Bastrop's general funds or other funds received by any other entity.
- 3.4 <u>Investment Policy</u>. All public funds on deposit from time to time in Visit Bastrop's account(s) with its depository shall be invested and reinvested by its depository in any investment authorized pursuant to Chapter 2256, Government Code, as amended (*Chapter 2256*). Visit Bastrop shall comply with Chapter 2256 in the purchase, sale, and investment of public funds under its control. Visit Bastrop and the City agree that the Board will subsequently develop and adopt an investment policy, based upon the City's Investment Policy, and shall invest public funds as permitted by the Investment Act, in compliance with the investment policy approved by the Board, and according to the standard of care prescribed by the Investment Act.
- 3.5 <u>Additional Services</u>. Should any additional services outside the scope of this Agreement be requested and authorized by the City Manager or her designee, and accepted by Visit Bastrop, Visit Bastrop shall receive additional consideration in the form of separate compensation for those services over and above the compensation discussed in this Article III, at an amount agreed to by the City Manager or her designee and Visit Bastrop.
 - 3.6 <u>Invoices</u>. Visit Bastrop shall submit City invoices to:

City of Bastrop, Texas 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602

IV. AUDIT

4.1 <u>City's Audit</u>. The City or its authorized representative shall annually, have the right to examine, inspect, and audit all books, papers, and bank records of Visit Bastrop directly related to the funds provided to Visit Bastrop under this Agreement, to determine the accuracy of reports made under this Agreement. The cost and expenses incurred by the City incident thereto shall be the sole responsibility of and borne by the City. Those records shall be maintained by Visit Bastrop for a period of four (4) years after the termination of the initial Term of this Agreement and any applicable extension period, and shall be made available for inspection, copying and/or audit by

the City or its agents at Visit Bastrop's place of business. Nothing in this Agreement shall be deemed to give the City authority to direct, question, review, audit, or otherwise influence the expenditure of any funds that are not directly paid to Visit Bastrop by the City. In years where Visit Bastrop collects private funds they shall obtain an independent audit, in conjunction with the City's audit.

- 4.2 <u>Dispute Findings</u>. Either Visit Bastrop or the City may dispute the findings of audits performed under this Agreement, by giving written notice to the other party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.
- 4.3 <u>Scope</u>. Knowledge of Visit Bastrop's financial condition is essential to the City due to its reliance on Visit Bastrop to promote tourism generating HOT. Therefore, it is necessary for the City to have access to review Visit Bastrop's audits, reports or other financial information. Upon ten (10) days' notice, Visit Bastrop shall make such information available for City's review.

V. DOCUMENTS

- Documents. The parties recognize that, to be successful, Visit Bastrop depends on its ability to keep confidential the identity of its prospects and other proprietary information, and that Visit Bastrop would not achieve the same level of results from providing the Services, or any other services to its other clients and constituents, without maintaining that confidentiality. Accordingly, the Parties acknowledge that certain writings, documents or information produced by or submitted to Visit Bastrop in the course of its execution of the Services will be the sole property of Visit Bastrop, are proprietary, and may be privileged under State law. Without waiving any available claim or privilege, Visit Bastrop will in good faith share information derived from those writings or documents with the City and, if any writings, documents, or information are deemed non-proprietary or non-privileged, provide copies of those writings or documents in an un-redacted form to the City, Visit Bastrop understands and acknowledges that the City has the right to use those non-proprietary writings, documents, and information as the City desires, without restriction. If any "open records" or equivalent request is made of the City relating to this Agreement or the Services, the City shall promptly advise Visit Bastrop, and the Parties shall work cooperatively and in good faith to preserve Visit Bastrop's trade secrets, proprietary documents, and confidential information, in accordance with current law. Visit Bastrop reserves the right to redact its documentation to protect proprietary information. In all events, the City shall not provide any information or documents that Visit Bastrop considers proprietary to any third party without Visit Bastrop's prior written consent, unless the City is legally obligated to do so and so advises Visit Bastrop in writing, of which Visit Bastrop shall have the opportunity to present its objection and legal authority for withholding requested information. In addition, any third-party requests to Visit Bastrop for records relating to this Agreement under the State's Public Information Act shall be coordinated with the City. The City shall provide Visit Bastrop, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the Texas Attorney General to receive an Open Records Decision.
- 5.2 <u>Documents to the City</u>. Upon expiration or termination of this Agreement, Visit Bastrop shall transfer to the City true and correct copies of any writings, documents, or information in the possession of Visit Bastrop and produced pursuant to the terms and conditions of this

VI. RECORDS RETENTION

- 6.1 Records. Visit Bastrop shall take commercially reasonable care in their maintenance of complete and accurate documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to the City, at all reasonable times and as often as the City may deem necessary during the Agreement period for purposes of the audit described in Article IV.
- Retention. Visit Bastrop shall retain any and all documents produced as a result of services or funding provided hereunder for a period of four (4) years from the date of termination of the Agreement or for such period as specified in Visit Bastrop's compliance policy. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Visit Bastrop shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

- 7.1 <u>Termination for non-appropriation</u>. In the event that funds will not be appropriated or are not otherwise legally available to pay for the services required under this Agreement then this Agreement may be terminated by the City. The City agrees to deliver notice of termination as soon as practicable after determination is made by the City Council that funds will not be appropriated.
- 7.2 <u>Suspension</u>. The City may summarily suspend this Agreement with pay continuing to fund the salaries and basic operations of Visit Bastrop, if Visit Bastrop breaches its obligations hereunder and fails to cure such breach within sixty (60) days after receiving written notice of suspension. The City shall promptly apprise Visit Bastrop of the basis for suspension. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to ensure Visit Bastrop's future compliance. Grounds for such suspension include, but are not limited to the following:
 - a.) Failure to abide by any terms or conditions of this Agreement;
 - b.) Failure to keep and maintain adequate proof of insurance as required by this Agreement.
- 7.3 <u>Termination Defined</u>. For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement or earlier termination pursuant to any of the provisions hereof.
- 7.4 <u>Termination for Cause</u>. Upon written notice, which notice shall be provided in accordance with Article VIII, the City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events:
 - a). the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI;

- b). ceasing operations for a period exceeding twenty (20) days;
- c). Failure to spend funds in accordance with this Agreement or in violation of Texas Tax Code Chapter 351.
- d). failure to cure cause of suspension.
- 7.5 <u>Defaults with Opportunity for Cure.</u> Should Visit Bastrop default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. The City shall deliver written notice of the default, specifying in detail the matter(s) in default. Visit Bastrop shall have sixty (60) calendar days after receipt of the written notice, in accordance with Article VIII hereof. If Visit Bastrop fails to cure the default within such sixty (60) day cure period, the City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as the City deems appropriate. The following actions are defaults that may be cured by Visit Bastrop:
 - a). performing unsatisfactorily, as evidenced by failure to make adequate progress to meet Visit Bastrop's pre-determined benchmarks for success, as outlined in the jointly approved Business Plan;
 - b). failing to perform or failing to comply with any material term or covenant herein required as determined by the City; and
 - c) bankruptcy or selling substantially all of Visit Bastrop's assets.
- 7.6 <u>Termination by Law.</u> If any State or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.7 <u>Ceasing City Activity</u>. Upon the effective date of expiration or termination of this Agreement, Visit Bastrop shall cease all work being performed by Visit Bastrop or any of its subcontractors on behalf of the City.
 - a) Provisional Period. Regardless of the method by which this Agreement is terminated, Visit Bastrop agrees to provide a provisional period of termination for a period not to exceed two (2) months upon the City's request. During such provisional period, Visit Bastrop will receive adequate percentage payments of HOT, to be distributed in accordance with Article III hereof, to continue to provide services as provided for, and for which it will be compensated, under this Agreement.
- 7.8 Expiration and Termination. If this Agreement shall expire, without reasonable expectation of renewal thereof, or otherwise terminate pursuant to the above provisions, any interest in any funds or property of any kind (real, personal, intellectual or mixed), each of the foregoing deriving funding from HOT forwarded to Visit Bastrop under this Agreement, shall not be transferred to private ownership, but shall be transferred and delivered to City, which shall utilize such funds and property pursuant to and in accordance with the Tax Code, being those activities

substantially similar to Visit Bastrop's purpose and mission. Such transfer shall only occur after satisfaction of outstanding debts, claims, and any other obligations. For the avoidance of doubt, any remaining interests in any funds or property of any kind (real, personal, or mixed) deriving funding from private interests shall remain the sole property of Visit Bastrop.

VIII. NOTICE

8.1 Written Notice. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

CITY: City of Bastrop, Texas Attn: City Manager 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602 VISIT BASTROP: Visit Bastrop Attn: Chief Executive Officer P.O. Box 1200 Bastrop, Texas 78602

82 <u>Time</u>. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

IX. INSURANCE

- 9.1 <u>Certificate of Insurance</u>. Prior to the commencement of any work under this Agreement, Visit Bastrop shall furnish an original completed certificate(s) of insurance to the City, and which shall be clearly labeled "Visit Bastrop Professional Services" in the Description of Operations block of the Certificate. The original certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to Visit Bastrop and the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City, and no officer or employee, other than the City Manager, shall have authority to waive this requirement.
- 9.2 <u>Right to Review</u>. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance, will the City allow modification whereupon the City may incur increased risk.
- 9.3 <u>Financial Integrity</u>. Visit Bastrop's financial integrity is of interest to the City; therefore, subject to Visit Bastrop's right to maintain reasonable deductibles in such amounts as are approved by this Agreement, Visit Bastrop shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Visit Bastrop's sole expense, insurance

coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

TYPE	AMOUNTS
 Workers' Compensation Employers' Liability 	Statutory \$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- 4. Any employee or Board Member with financial responsibilities that include access to HOT funds shall be bonded in a minimum amount of \$100,000 each.
- 5. Business Automobile Liability
 - a. Owned/leased vehicles
 - b. Non-owned vehicles
 - c. Hired Vehicles

Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- 9.4 <u>Copies</u>. The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). So long as this Agreement is in effect, Visit Bastrop shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the City at the address provided in Section 9.6 herein within 10 days of the requested change. Visit Bastrop shall pay any costs incurred resulting from said changes.
- 9.5 <u>Required Provisions</u>. Visit Bastrop agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:
 - A. name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects to operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - B. provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;

- C. workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- 9.6 <u>Cancellation/Non-Renewal</u>. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by the City, Visit Bastrop shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Visit Bastrop knows of said change in advance, or ten (10) days after the change, if Visit Bastrop did not have actual knowledge of the change in advance. Such notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the City at the following address:

City of Bastrop, Texas 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602

- 9.7 <u>Failure to Maintain</u>. In addition to any other remedies the City may have upon Visit Bastrop'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 Visit Bastrop to stop work hereunder, and/or withhold any payment(s) which become due to Visit Bastrop hereunder until Visit Bastrop demonstrates compliance with the requirements hereof.
- 9.8 <u>Responsibility of Visit Bastrop</u>. Nothing herein contained shall be construed as limiting in any way the extent to which Visit Bastrop may be held responsible for payments of damages to persons or property resulting from Visit Bastrop's or its subcontractors' performance of the work covered under this Agreement.
- 9.9 <u>Primary Insurance</u>. It is agreed that Visit Bastrop's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

X. INDEMNIFICATION

VISIT BASTROP covenants and agrees to FULLY INDEMNIFY, DEFEND 10.1 and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY arising out of or resulting from VISIT BASTROP activities under this AGREEMENT, including any acts or omissions of VISIT BASTROP, any agent, officer, director, representative, employee, VISIT BASTROP or subcontractor of VISIT BASTROP, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VISIT BASTROP AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE

APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of the foregoing indemnity are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Visit Bastrop shall advise the City in writing within three business days of any claim or demand against the City or Visit Bastrop known to Visit Bastrop related to or arising out of Visit Bastrop's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Visit Bastrop's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Visit Bastrop of any of its obligations under this paragraph.

XI. SUBCONTRACTING

Any work or services subcontracted by Visit Bastrop hereunder shall be by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Visit Bastrop. The City shall in no event be obligated to any third party, including any subcontractor of Visit Bastrop, for performance of services or payment of fees.

XII. INTELLECTUAL PROPERTY RIGHTS

- Intellectual Property Rights. Visit Bastrop recognizes the City is the owner of certain intellectual property, including images, trademarks, slogans, recordings, etc. So long as Visit Bastrop utilizes such intellectual property to perform the Services described in this Agreement, Visit Bastrop shall receive a royalty-free, worldwide license to use such intellectual property during the Term of this Agreement. To the extent, Visit Bastrop prospectively utilizes previously registered intellectual property of the City, the City shall waive any infringement claims. Visit Bastrop acknowledges that it is not the intent of this provision to divest the City of any ownership rights in its intellectual property nor to provide any ownership interest in Visit Bastrop to City's intellectual property.
- Other Intellectual Property Agreements. The City recognizes Visit Bastrop may enter into various licensing agreements with BMC (or its parent company), the Bastrop County Historical Society, or related entities now holding the rights for the prospective use of marketing assets (previously produced by BMC) to promote the City to visitors and tourists. The City agrees to assist Visit Bastrop in its efforts to obtain permission and acquire use of various Intellectual Property from any source to support Visit Bastrop achieve the purposes for which it was created.

XIII. INDEPENDENT CONTRACTOR

Visit Bastrop and the City covenant and agree that: 1) Visit Bastrop is an independent contractor and not an officer, agent, servant or employee of the City; 2) Visit Bastrop shall have control of and right to control, in its sole discretion, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers,

agents, employees, contractors, subcontractors and Visit Bastrop; 3) the doctrine of respondent superior shall not apply as between the City and Visit Bastrop, its officers, agents, employees, contractors, subcontractors and Visit Bastrop; and 4) nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between the City and Visit Bastrop. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by Visit Bastrop under this Agreement and that the City's authority to bind Visit Bastrop is limited to the provisions of this Agreement.

XIV. CONFLICT OF INTEREST

14.1 <u>City's Ethics Code</u>. Visit Bastrop acknowledges that it will follow the City's Ethics Code which prohibits City officials and employees from, either during their service with the City or within twelve (12) months of the termination of the official duties, having an economic interest, directly or indirectly, in any contract with the City, and City officials and employees shall not be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service.

XV. LEGAL/LITIGATION EXPENSES

- 15.1 <u>Litigation Against the City</u>. Under no circumstances will the funds received under this Agreement or any other City funds, be used, either directly or indirectly, to pay the costs associated with attorney fees incurred in any adversarial proceeding against the City or any other governmental or public entity constituting a part of the City.
- 15.2 <u>Termination</u>. During the term of this Agreement, if Visit Bastrop files and/or pursues an adversarial proceeding against the City, the City, at its option, may terminate this Agreement and all access to the funding provided for hereunder if it is found that Visit Bastrop has violated this Article.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both the City and Visit Bastrop, and subject to approval by the City Council and the Board, as evidenced by passage of a resolution, or ordinance, as applicable, to that effect.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, State or local laws, including but not limited to the City Charter, the City's Code, City ordinances, Visit Bastrop's Articles and Bylaws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or

provision as similar in terms to such invalid, illegal or unenforceable clause or provision as shall be permissible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

Visit Bastrop warrants and certifies that, to its knowledge, Visit Bastrop and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE WITH LAWS

Visit Bastrop shall provide and perform all services required under this Agreement in compliance with all applicable federal, State and local laws, rules and regulations.

XX. NON-WAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXI. LAW APPLICABLE

- 21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.
- 21.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, because of this Agreement shall be in Bastrop County, Texas.

XXII. LEGAL AUTHORITY

- 22.1 <u>Visit Bastrop</u>. The signor of this Agreement on behalf of Visit Bastrop represents, warrants, assures and guarantees that he has full legal authority, pursuant to Chapter 22, the Texas Non-Profit Corporation Act, the Tax Code by adoption of resolution of the Visit Bastrop Board of Directors to bind Visit Bastrop to all terms conditions, provisions and obligations herein contained.
- 22.2 <u>City of Bastrop</u>. The signor of this Agreement on behalf of the City represents, warrants, assures and guarantees that she/he has full legal authority, pursuant to Article XI, Section 5 of the Texas Constitution, the City's Home Rule Charter, the Tax Code, and an resolution adopted by the City Council on September 12, 2017 to execute this Agreement on behalf of the City and to

bind the City to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: Business Plan (to Be delivered at the second Council Meeting in November, 2017.)

EXHIBIT B: Transition Plan

EXHIBIT C: Sample Albuquerque, NM Monthly Report of Performance Measures

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the Parties.

The Parties recognize that certain agreements and policies referenced herein and necessary to effectuate this Agreement, including but not limited to, Visit Bastrop's Investment Policy, insurance policies, and contracts and agreements delineating shared intellectual property between the Parties and third parties are currently in the process of formulation and will be finalized after the execution of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

WITNESS OUR HANDS, EFFECTIVE as of September 2017 (the "Effective Date"):

Accepted and executed in two duplicate originals on behalf of the City of Bastrop pursuant to Resolution R-2017-74 dated September 12th, 2017, and Visit Bastrop, pursuant to the authority of its Board of Directors.

CITY OF BASTROP:

City Manager

ATTEST

Ann Franklin City Secretary

APPROVED AS TO FORM:

Joe Gorfida, Interim City Attorney

VISIT BASTROP:

Dale Lockett
Interim Chief Executive Officer

DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND VISIT BASTROP

The City Council (the City Council) of the City of Bastrop, Texas (the City), a home-rule municipality operating under the City's Home Rule Charter, has approved the City's engagement of Bastrop Destination Marketing Organization (Visit Bastrop, and together with the City, the Parties), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, as amended (Chapter 22), to provide certain Services (defined below) as set forth in this Destination and Marketing Services Agreement (the Agreement), entered into by the Parties pursuant to Section 351.101(c), Texas Tax Code, as amended (the Tax Code).

RECITALS

WHEREAS, the City and Visit Bastrop recognize the visitor industry as a key economic generator for the growing City; and

WHEREAS, the City desires to engage Visit Bastrop to perform the Services (as defined below) in consideration of the compensation provided in this Agreement whose initial role the City expects and acknowledges will mirror or exceed that of the City's previous Bastrop Marketing Corporation (BMC); and

WHEREAS, Visit Bastrop's provision of the Services is expected to contribute to the achievement of the goals stated above; and

WHEREAS, the City and Visit Bastrop hereby find and determine that entering into this Agreement is in the best interests of the residents of the City and surrounding areas, the industries served by Visit Bastrop, and the City's tourism market; and

WHEREAS, the Bastrop City Council had a joint workshop with the Destination Marketing Organization Start-Up Organization (DMO) on April 4, 2017; and

WHEREAS, the Bastrop City Council determined that the purpose of the Visit Bastrop was to provide "brand" marketing for Bastrop as a destination, to serve as the primary brand advocate, and to better utilize existing facilities; and

WHEREAS, the Bastrop City Council recognizes that tourism represents the purist form of economic development and is instrumental to stabilizing and growing the City's sales tax base; and

WHEREAS, Visit Bastrop will provide "global" oversight of Bastrop's visitor assets and activities to provide a level of unity and representation to maximize Bastrop's brand potential; and

WHEREAS, Visit Bastrop must ensure each "community asset" is represented in a way that there is equal representation and seek input from each "community asset" group; and

WHEREAS, the Bastrop City Council defines the broad representation of "community assets" as Arts, History, Hotels, Restaurants, Retail, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, and Film; and

WHEREAS, the "community assets" must be a "driver" with strong ties to the hospitality industry given the legal requirements of how Hotel Occupancy Tax funds are spent; and

WHEREAS, the Bastrop City Council recognizes that "community assets" may change with time and expects Visit Bastrop to adapt by having the ability to add or remove another category of community assets as times and circumstances change; and

WHEREAS, the Bastrop City Council recognizes the success and importance of industry knowledge of the specific "community asset" groups available in Bastrop and believes that they, collectively, have a vested interest in ensuring the success of Visit Bastrop and are best suited to serve as Board Members of Visit Bastrop; and

WHEREAS, the City will not have any elected or appointed representatives on the VISIT BASTROP Board of Directors.

NOW THEREFORE, In consideration of the mutual promises and covenants contained herein, the City and Visit Bastrop agree as follows:

I. TERM

- 1.1 Term. The term of this Agreement shall commence on October 1, 2017, and will remain in full force and effect through September 30, 2022 (the *Term*), with an extension option of up to 5 years from the end of the Term, unless such Agreement is terminated, pursuant to Article VII herein.
- 1.2 Appropriations. The City agrees, as a part of its budget process and in connection with the City's collection of Hotel Occupancy Tax (HOT) under the Tax Code, to appropriate an amount to Visit Bastrop as described in Article III below. Visit Bastrop agrees and understands that City is a governmental entity and it has projected costs for this Agreement and City expects to pay all obligations of this Agreement from projected revenue sources, but all obligations of City are subject to annual appropriation by the City Council in future years.

II. SCOPE OF SERVICES

- 2.1 <u>Services for Compensation</u>. Visit Bastrop agrees to provide the services described in Section 2.2 below (the *Services*) in exchange for the compensation described in Article III of this Agreement. The City acknowledges that Visit Bastrop, as permitted by the Tax Code, may contract with various entities and organizations unaffiliated with the City, and that under those agreements and funds derived from those agreements, Visit Bastrop may perform other services and activities in accordance with Visit Bastrop's Articles and Bylaws. The Parties understand that funds provided by the City through this Agreement must be expended in accordance with the Tax Code particularly §351.101.
- 2.2 <u>Scope of Services</u>. Visit Bastrop shall work to: (1) attract leisure visitors to the City and its vicinity; (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity and 3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events,

retreats, and conventions to the City and its vicinity. Visit Bastrop, subject to being supplied the appropriate funding pursuant to this Agreement, shall:

- (A) carry out the actions defined in the applicable annual Business Plan (defined below) related to attracting leisure visitors, meetings, events, retreats, and conventions to the City and its vicinity and as outlined in Visit Bastrop's Bylaws and expanding the City's approach to recruiting, retaining and expanding meetings, conventions, retreats, and events as identified by that applicable annual Business Plan increasing the visibility of the City through media and public relations efforts, and, where appropriate, coordinate and work with public and private partners and organizations involved in local efforts to attract and retain meetings and events;
- (B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry, as specified in the applicable annual Business Plan, in order to assist the City in making strategic decisions in its efforts to attract leisure visitors, meetings, events, retreats, and conventions to the City and its vicinity and in accordance with Visit Bastrop's Bylaws;
- (C) provide marketing and imaging campaigns for the City's tourism and convention industry, as specified in the annual applicable Business Plan and in accordance with the covenants regarding intellectual property as described in Article XII;
- (D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts; and
- (E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan.
- (F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

2.3 Business Plan.

(A) Development. During FY 2018, which is the initial start-up year, Visit Bastrop shall prepare a draft Business Plan and present it publicly no later than the second Council meeting in November 2017, outlining how it proposes to deliver the Services within the fiscal year that is the subject of that draft Business Plan. In Year 1 of the Agreement, the draft Business Plan shall include the initial efforts of Visit Bastrop for the beginning of Fiscal Year 2018 (which is the period ending September 30, 2018). The draft Business Plan shall describe the methodology and steps then expected to be followed by Visit Bastrop to deliver the Services within the specified fiscal year, and shall include a budget that indicates in appropriate detail how the funding provided by the City for that fiscal year will be expended. Visit Bastrop shall work to finalize the draft Business Plan, and shall submit the draft Business Plan to its Board of Directors (the Board) for approval.

In Years 2 – 5 of the contract, on or before September 1 of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This business plan and proposed budget will be presented publicly at the second Council meeting in September for fiscal year 2018

After approval by the Board, the approved Business Plan shall become incorporated into this Agreement as Exhibit A. The Parties understand that circumstances during any period of time may differ from those contemplated when the Business Plan was approved; therefore, amendments to the Business Plan may be made by the Board within any fiscal year. However, any material changes to the approved Business Plan affecting the expenditure of HOT must be approved in writing by Visit Bastrop prior to the implementation of such material changes.

- (B) Business Plan Performance Targets. As part of the development of each annual Business Plan, Visit Bastrop shall establish "Performance Targets" against which Visit Bastrop's execution of the Business Plan, to include its revenue enhancement efforts and goals, is evaluated. The Revenue Enhancement Plan will be updated as part of the annual Business Plan and will identify targets for potential funding sources of additional non-HOT revenues. If changing market conditions, funding availability issues, unforeseen expenses, or other circumstances beyond Visit Bastrop's reasonable control arise, the then current Performance Targets may be revised, with the prior written approval of the Board.
- (C) Reporting. Visit Bastrop will maintain reasonable levels of communication with the City Manager, Finance Department, and any other designated departments of the City throughout the term of this Agreement to ensure coordination between the City and Visit Bastrop as to Visit Bastrop's efforts to implement the Business Plan. Visit Bastrop shall provide, as required by the Tax Code and this Agreement, various reports to the City that describe in appropriate detail (in all cases, taking into account the need to maintain a high level of confidentiality with respect to proprietary and competitive matters to the extent permissible under applicable law) its progress in implementing the Business Plan and meeting Performance Targets, as specified in this Agreement, as well as providing the City with periodic reports in accordance with the requirements as set forth in the Tax Code and on any activity that Visit Bastrop believes to be of interest to the City. Visit Bastrop agrees to report to the City as follows:
 - (i) Monthly and annual written status reports, like the Sample Albuquerque, NM Report, shown as Exhibit C and general accountings, and
 - (ii) Update presentations monthly at a regularly scheduled Council meeting that address the Services provided pursuant to this Agreement, and
 - (iii) Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year.
- 2.4 <u>Utilization of City-Owned Facilities</u>. The City acknowledges that, to ensure Visit Bastrop's success in performing the obligations set forth herein, the City will permit Visit Bastrop

access to utilize City-owned facilities, within reason and with approval by the City Manager at no cost to Visit Bastrop, subject to date availability, for the purpose of effectuating the objectives of Visit Bastrop and the City as set forth in this Agreement and the Articles

- 2.5 <u>Board of Directors</u>. Visit Bastrop will at all times maintain a Board as specified in Visit Bastrop's Certificate of Formation (the *Articles*) and adopted Bylaws. The Board's primary responsibilities include fiduciary oversight and provision of strategic direction.
- 2.6 <u>Accreditation.</u> To ensure industry best practices are established and performed by Visit Bastrop, Visit Bastrop as an organization must include a plan in their annual Business Plan within the next four years to seek accreditation status by Destination International, to be recognized as an organization of excellence, within the following fiscal year.

III. COMPENSATION TO VISIT BASTROP

3.1 Compensation.

- (A) <u>Transition Period</u>. The applicable compensation to be provided by the City to Visit Bastrop during the period from July 1, 2017 to September 30, 2017 (the *Transition*), in addition to other applicable terms governing the Parties' actions prior to the effective date of this Management Agreement, are set forth in Exhibit B hereto, of which such Transition Plan is hereby incorporated into this Management Agreement by reference.
- (B) FY 2018. Beginning on October 1, 2017, the City shall target fifty percent (50%) of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's [outstanding debt secured by HOT]. This amount should not be less than 45% of total Hotel Occupancy Tax Revenues. Each year during the City's annual budget process, the targeted percentage subject to adjustment as outlined below will result in an annual appropriation to be paid to Visit Bastrop. The targeted annual percentage may be adjusted by the City during the City's annual budget process based upon the annual update to the HOT pro forma in order to make a determination on whether or not adjustments are necessary to increase, maintain, or reduce operating expenses due to factors including changing economic conditions, requirements of Visit Bastrop, requirements of the City and funding levels of the contingency funds and lease payment as set forth in the hereafter referenced HOT financial policy. The City will actively manage operating expenses to be funded with HOT in keeping with the HOT Funds financial policy approved by City Council on May 9, 2017 through Resolution No. R-2017-26.

The annual HOT appropriation as approved by the City Council in accordance with the provisions and requirements of the Tax Code, shall be paid to the Visit Bastrop in equal quarterly installments (October, January, April, July) beginning October 1 of each Fiscal Year. The quarterly payments will be made in advance on the first day of each month.

(C) Upon the conclusion of each fiscal year and completion of the City's independent annual audit, the annual amount appropriated in support of the Visit Bastrop for the fiscal year immediately closed will be compared to the targeted percentage of the actual net HOT revenues recorded for that fiscal year. Any surplus or deficit may be considered for an additional adjustment to Visit Bastrop at the City's discretion as part of a mid-year adjustment to the current fiscal year appropriation. Visit Bastrop must also provide an

amended Business Plan detailing how the surplus or reduction of funds will be utilized.

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- (D) Visit Bastrop shall be the primary provider of the Services delineated in Article II hereof; nevertheless, the Bastrop County Historical Society Museum & Visitor Center shall continue visitor information operations in its normal course of business. In addition, Main Street and the Bastrop Chamber of Commerce shall continue to promote visitors as a part of their organizational mission, in accordance with Visit Bastrop.
- 3.2 <u>Forecasting</u>. Visit Bastrop shall inform and provide input on the establishment of the five-year forecast and the adopted budget appropriation for HOT Revenues.
- 3.3 <u>Use of Funds</u>. The funding provided by the City under this Agreement shall be used solely in connection with Visit Bastrop providing the Services described in Article II, pursuant to the budget prepared as part of the approved Business Plan. Visit Bastrop shall segregate all funds provided under this Agreement into a separate account and shall not commingle any funds supplied by the City with the Visit Bastrop's general funds or other funds received by any other entity.
- 3.4 <u>Investment Policy</u>. All public funds on deposit from time to time in Visit Bastrop's account(s) with its depository shall be invested and reinvested by its depository in any investment authorized pursuant to Chapter 2256, Government Code, as amended (*Chapter 2256*). Visit Bastrop shall comply with Chapter 2256 in the purchase, sale, and investment of public funds under its control. Visit Bastrop and the City agree that the Board will subsequently develop and adopt an investment policy, based upon the City's Investment Policy, and shall invest public funds as permitted by the Investment Act, in compliance with the investment policy approved by the Board, and according to the standard of care prescribed by the Investment Act.
- 3.5 <u>Additional Services</u>. Should any additional services outside the scope of this Agreement be requested and authorized by the City Manager or her designee, and accepted by Visit Bastrop, Visit Bastrop shall receive additional consideration in the form of separate compensation for those services over and above the compensation discussed in this Article III, at an amount agreed to by the City Manager or her designee and Visit Bastrop.
 - 3.6 <u>Invoices</u>. Visit Bastrop shall submit City invoices to:

City of Bastrop, Texas 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602

IV. AUDIT

4.1 <u>City's Audit</u>. The City or its authorized representative shall annually, have the right to examine, inspect, and audit all books, papers, and bank records of Visit Bastrop directly related to the funds provided to Visit Bastrop under this Agreement, to determine the accuracy of reports made under this Agreement. The cost and expenses incurred by the City incident thereto shall be the sole responsibility of and borne by the City. Those records shall be maintained by Visit Bastrop for a period of four (4) years after the termination of the initial Term of this Agreement and any applicable extension period, and shall be made available for inspection, copying and/or audit by

the City or its agents at Visit Bastrop's place of business. Nothing in this Agreement shall be deemed to give the City authority to direct, question, review, audit, or otherwise influence the expenditure of any funds that are not directly paid to Visit Bastrop by the City. In years where Visit Bastrop collects private funds they shall obtain an independent audit, in conjunction with the City's audit.

- 42 <u>Dispute Findings</u>. Either Visit Bastrop or the City may dispute the findings of audits performed under this Agreement, by giving written notice to the other party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.
- 43 Scope. Knowledge of Visit Bastrop's financial condition is essential to the City due to its reliance on Visit Bastrop to promote tourism generating HOT. Therefore, it is necessary for the City to have access to review Visit Bastrop's audits, reports or other financial information. Upon ten (10) days' notice, Visit Bastrop shall make such information available for City's review.

V. DOCUMENTS

- Documents. The parties recognize that, to be successful, Visit Bastrop depends on its ability to keep confidential the identity of its prospects and other proprietary information, and that Visit Bastrop would not achieve the same level of results from providing the Services, or any other services to its other clients and constituents, without maintaining that confidentiality. Accordingly, the Parties acknowledge that certain writings, documents or information produced by or submitted to Visit Bastrop in the course of its execution of the Services will be the sole property of Visit Bastrop, are proprietary, and may be privileged under State law. Without waiving any available claim or privilege, Visit Bastrop will in good faith share information derived from those writings or documents with the City and, if any writings, documents, or information are deemed non-proprietary or non-privileged, provide copies of those writings or documents in an un-redacted form to the City. Visit Bastrop understands and acknowledges that the City has the right to use those non-proprietary writings, documents, and information as the City desires, without restriction. If any "open records" or equivalent request is made of the City relating to this Agreement or the Services, the City shall promptly advise Visit Bastrop, and the Parties shall work cooperatively and in good faith to preserve Visit Bastrop's trade secrets, proprietary documents, and confidential information, in accordance with current law. Visit Bastrop reserves the right to redact its documentation to protect proprietary information. In all events, the City shall not provide any information or documents that Visit Bastrop considers proprietary to any third party without Visit Bastrop's prior written consent, unless the City is legally obligated to do so and so advises Visit Bastrop in writing, of which Visit Bastrop shall have the opportunity to present its objection and legal authority for withholding requested information. In addition, any third-party requests to Visit Bastrop for records relating to this Agreement under the State's Public Information Act shall be coordinated with the City. The City shall provide Visit Bastrop, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the Texas Attorney General to receive an Open Records Decision.
- 5.2 <u>Documents to the City</u>. Upon expiration or termination of this Agreement, Visit Bastrop shall transfer to the City true and correct copies of any writings, documents, or information in the possession of Visit Bastrop and produced pursuant to the terms and conditions of this

Agreement.

VI. RECORDSRETENTION

- Records. Visit Bastrop shall take commercially reasonable care in their maintenance of complete and accurate documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to the City, at all reasonable times and as often as the City may deem necessary during the Agreement period for purposes of the audit described in Article IV.
- Retention. Visit Bastrop shall retain any and all documents produced as a result of services or funding provided hereunder for a period of four (4) years from the date of termination of the Agreement or for such period as specified in Visit Bastrop's compliance policy. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Visit Bastrop shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

- 7.1 <u>Termination for non-appropriation</u>. In the event that funds will not be appropriated or are not otherwise legally available to pay for the services required under this Agreement then this Agreement may be terminated by the City. The City agrees to deliver notice of termination as soon as practicable after determination is made by the City Council that funds will not be appropriated.
- 7.2 <u>Suspension</u>. The City may summarily suspend this Agreement with pay continuing to fund the salaries and basic operations of Visit Bastrop, if Visit Bastrop breaches its obligations hereunder and fails to cure such breach within sixty (60) days after receiving written notice of suspension. The City shall promptly apprise Visit Bastrop of the basis for suspension. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to ensure Visit Bastrop's future compliance. Grounds for such suspension include, but are not limited to the following:
 - a.) Failure to abide by any terms or conditions of this Agreement:
 - b.) Failure to keep and maintain adequate proof of insurance as required by this Agreement.
- 7.3 <u>Termination Defined</u>. For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement or earlier termination pursuant to any of the provisions hereof.
- 7.4 <u>Termination for Cause</u>. Upon written notice, which notice shall be provided in accordance with Article VIII, the City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events:
 - a). the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI;

- b). ceasing operations for a period exceeding twenty (20) days;
- c). Failure to spend funds in accordance with this Agreement or in violation of Texas Tax Code Chapter 351.
- d). failure to cure cause of suspension.
- 7.5 <u>Defaults with Opportunity for Cure.</u> Should Visit Bastrop default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. The City shall deliver written notice of the default, specifying in detail the matter(s) in default. Visit Bastrop shall have sixty (60) calendar days after receipt of the written notice, in accordance with Article VIII hereof. If Visit Bastrop fails to cure the default within such sixty (60) day cure period, the City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as the City deems appropriate. The following actions are defaults that may be cured by Visit Bastrop:
 - a). performing unsatisfactorily, as evidenced by failure to make adequate progress to meet Visit Bastrop's pre-determined benchmarks for success, as outlined in the jointly approved Business Plan;
 - b). failing to perform or failing to comply with any material term or covenant herein required as determined by the City; and
 - c). bankruptcy or selling substantially all of Visit Bastrop's assets.
- 7.6 <u>Termination by Law</u>. If any State or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.7 <u>Ceasing City Activity</u>. Upon the effective date of expiration or termination of this Agreement, Visit Bastrop shall cease all work being performed by Visit Bastrop or any of its subcontractors on behalf of the City.
 - a) Provisional Period. Regardless of the method by which this Agreement is terminated, Visit Bastrop agrees to provide a provisional period of termination for a period not to exceed two (2) months upon the City's request. During such provisional period, Visit Bastrop will receive adequate percentage payments of HOT, to be distributed in accordance with Article III hereof, to continue to provide services as provided for, and for which it will be compensated, under this Agreement.
- 7.8 Expiration and Termination. If this Agreement shall expire, without reasonable expectation of renewal thereof, or otherwise terminate pursuant to the above provisions, any interest in any funds or property of any kind (real, personal, intellectual or mixed), each of the foregoing deriving funding from HOT forwarded to Visit Bastrop under this Agreement, shall not be transferred to private ownership, but shall be transferred and delivered to City, which shall utilize such funds and property pursuant to and in accordance with the Tax Code, being those activities

substantially similar to Visit Bastrop's purpose and mission. Such transfer shall only occur after satisfaction of outstanding debts, claims, and any other obligations. For the avoidance of doubt, any remaining interests in any funds or property of any kind (real, personal, or mixed) deriving funding from private interests shall remain the sole property of Visit Bastrop.

VIII. NOTICE

8.1 <u>Written Notice</u>. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

CITY: City of Bastrop, Texas Attn: City Manager 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602 VISIT BASTROP: Visit Bastrop Attn: Chief Executive Officer P.O. Box 1200 Bastrop, Texas 78602

82 <u>Time</u>. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

IX. INSURANCE

- 9.1 Certificate of Insurance. Prior to the commencement of any work under this Agreement, Visit Bastrop shall furnish an original completed certificate(s) of insurance to the City, and which shall be clearly labeled "Visit Bastrop Professional Services" in the Description of Operations block of the Certificate. The original certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to Visit Bastrop and the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City, and no officer or employee, other than the City Manager, shall have authority to waive this requirement.
- 9.2 <u>Right to Review</u>. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance, will the City allow modification whereupon the City may incur increased risk.
- 9.3 <u>Financial Integrity</u>. Visit Bastrop's financial integrity is of interest to the City; therefore, subject to Visit Bastrop's right to maintain reasonable deductibles in such amounts as are approved by this Agreement, Visit Bastrop shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Visit Bastrop's sole expense, insurance

coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

ГҮРЕ	AMOUNTS
Workers' Compensation Employers' Liability Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	Statutory \$500,000/\$500,000/\$500,000 For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- 4. Any employee or Board Member with financial responsibilities that include access to HOT funds shall be bonded in a minimum amount of \$100,000 each.
- 5. Business Automobile Liability
 - a. Owned/leased vehicles
 - b. Non-owned vehicles
 - c. Hired Vehicles

Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- 9.4 <u>Copies</u>. The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). So long as this Agreement is in effect, Visit Bastrop shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the City at the address provided in Section 9.6 herein within 10 days of the requested change. Visit Bastrop shall pay any costs incurred resulting from said changes.
- 9.5 <u>Required Provisions</u>. Visit Bastrop agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:
 - A. name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects to operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - B. provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;

- C. workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- 9.6 <u>Cancellation/Non-Renewal</u>. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by the City, Visit Bastrop shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Visit Bastrop knows of said change in advance, or ten (10) days after the change, if Visit Bastrop did not have actual knowledge of the change in advance. Such notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the City at the following address:

City of Bastrop, Texas 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602

- 9.7 Failure to Maintain. In addition to any other remedies the City may have upon Visit Bastrop'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 Visit Bastrop to stop work hereunder, and/or withhold any payment(s) which become due to Visit Bastrop hereunder until Visit Bastrop demonstrates compliance with the requirements hereof.
- 9.8 Responsibility of Visit Bastrop. Nothing herein contained shall be construed as limiting in any way the extent to which Visit Bastrop may be held responsible for payments of damages to persons or property resulting from Visit Bastrop's or its subcontractors' performance of the work covered under this Agreement.
- 9.9 <u>Primary Insurance</u>. It is agreed that Visit Bastrop's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

X. INDEMNIFICATION

10.1 VISIT BASTROP covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY arising out of or resulting from VISIT BASTROP activities under this AGREEMENT, including any acts or omissions of VISIT BASTROP, any agent, officer, director, representative, employee, VISIT BASTROP or subcontractor of VISIT BASTROP, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VISIT BASTROP AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE

APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of the foregoing indemnity are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Visit Bastrop shall advise the City in writing within three business days of any claim or demand against the City or Visit Bastrop known to Visit Bastrop related to or arising out of Visit Bastrop's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Visit Bastrop's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Visit Bastrop of any of its obligations under this paragraph.

XI. SUBCONTRACTING

Any work or services subcontracted by Visit Bastrop hereunder shall be by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Visit Bastrop. The City shall in no event be obligated to any third party, including any subcontractor of Visit Bastrop, for performance of services or payment of fees.

XII. INTELLECTUAL PROPERTY RIGHTS

- Intellectual Property Rights. Visit Bastrop recognizes the City is the owner of certain intellectual property, including images, trademarks, slogans, recordings, etc. So long as Visit Bastrop utilizes such intellectual property to perform the Services described in this Agreement, Visit Bastrop shall receive a royalty-free, worldwide license to use such intellectual property during the Term of this Agreement. To the extent, Visit Bastrop prospectively utilizes previously registered intellectual property of the City, the City shall waive any infringement claims. Visit Bastrop acknowledges that it is not the intent of this provision to divest the City of any ownership rights in its intellectual property nor to provide any ownership interest in Visit Bastrop to City's intellectual property.
- Other Intellectual Property Agreements. The City recognizes Visit Bastrop may enter into various licensing agreements with BMC (or its parent company), the Bastrop County Historical Society, or related entities now holding the rights for the prospective use of marketing assets (previously produced by BMC) to promote the City to visitors and tourists. The City agrees to assist Visit Bastrop in its efforts to obtain permission and acquire use of various Intellectual Property from any source to support Visit Bastrop achieve the purposes for which it was created.

XIII. INDEPENDENT CONTRACTOR

Visit Bastrop and the City covenant and agree that: 1) Visit Bastrop is an independent contractor and not an officer, agent, servant or employee of the City; 2) Visit Bastrop shall have control of and right to control, in its sole discretion, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers,

agents, employees, contractors, subcontractors and Visit Bastrop; 3) the doctrine of respondent superior shall not apply as between the City and Visit Bastrop, its officers, agents, employees, contractors, subcontractors and Visit Bastrop; and 4) nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between the City and Visit Bastrop. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by Visit Bastrop under this Agreement and that the City's authority to bind Visit Bastrop is limited to the provisions of this Agreement.

XIV. CONFLICT OF INTEREST

14.1 <u>City's Ethics Code</u>. Visit Bastrop acknowledges that it will follow the City's Ethics Code which prohibits City officials and employees from, either during their service with the City or within twelve (12) months of the termination of the official duties, having an economic interest, directly or indirectly, in any contract with the City, and City officials and employees shall not be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service.

XV. LEGAL/LITIGATION EXPENSES

- 15.1 <u>Litigation Against the City</u>. Under no circumstances will the funds received under this Agreement or any other City funds, be used, either directly or indirectly, to pay the costs associated with attorney fees incurred in any adversarial proceeding against the City or any other governmental or public entity constituting a part of the City.
- 15.2 <u>Termination</u>. During the term of this Agreement, if Visit Bastrop files and/or pursues an adversarial proceeding against the City, the City, at its option, may terminate this Agreement and all access to the funding provided for hereunder if it is found that Visit Bastrop has violated this Article.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both the City and Visit Bastrop, and subject to approval by the City Council and the Board, as evidenced by passage of a resolution, or ordinance, as applicable, to that effect.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, State or local laws, including but not limited to the City Charter, the City's Code, City ordinances, Visit Bastrop's Articles and Bylaws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or

provision as similar in terms to such invalid, illegal or unenforceable clause or provision as shall be permissible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

Visit Bastrop warrants and certifies that, to its knowledge, Visit Bastrop and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE WITH LAWS

Visit Bastrop shall provide and perform all services required under this Agreement in compliance with all applicable federal, State and local laws, rules and regulations.

XX. NON-WAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXI. LAW APPLICABLE

- 21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.
- 21.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, because of this Agreement shall be in Bastrop County, Texas.

XXII. LEGAL AUTHORITY

- 22.1 <u>Visit Bastrop</u>. The signor of this Agreement on behalf of Visit Bastrop represents, warrants, assures and guarantees that he has full legal authority, pursuant to Chapter 22, the Texas Non-Profit Corporation Act, the Tax Code by adoption of resolution of the Visit Bastrop Board of Directors to bind Visit Bastrop to all terms conditions, provisions and obligations herein contained.
- 22.2 <u>City of Bastrop</u>. The signor of this Agreement on behalf of the City represents, warrants, assures and guarantees that she/he has full legal authority, pursuant to Article XI, Section 5 of the Texas Constitution, the City's Home Rule Charter, the Tax Code, and an resolution adopted by the City Council on September 12, 2017 to execute this Agreement on behalf of the City and to

bind the City to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: Business Plan (to Be delivered at the second Council Meeting in November, 2017.)

EXHIBIT B: Transition Plan

EXHIBIT C: Sample Albuquerque, NM Monthly Report of Performance Measures

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the Parties.

The Parties recognize that certain agreements and policies referenced herein and necessary to effectuate this Agreement, including but not limited to, Visit Bastrop's Investment Policy, insurance policies, and contracts and agreements delineating shared intellectual property between the Parties and third parties are currently in the process of formulation and will be finalized after the execution of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

WITNESS OUR HANDS, EFFECTIVE as of September 2017 (the "Effective Date"):

Accepted and executed in two duplicate originals on behalf of the City of Bastrop pursuant to Resolution R-2017-74 dated September 12th, 2017, and Visit Bastrop,

CITY OF BASTROP:

pursuant to the authority of its Board of Directors.

Lynda Himable

Airy Manager

ATTEST:

Ann Franklin City Secretary

APPROVED AS TO FORM:

Augh 4 2/0/2. 4

Joe Gorfida, Interim City Attorney

VISIT BASTROP:

Dale Lockett

Interim Chief Executive Officer

EXHIBIT A

EMPLOYMENT POSITIONS

Director of Marketing or Manager of Marketing

Director of Sales

Senior Administrative Assistant

Manager of Digital Marketing

28320732.2

EXHIBIT B

TRANSITION PLAN

I. TERM

This Transition Plan (the *Plan*) between the City of Bastrop, Texas (the *City*) and Bastrop Destination Marketing Organization (*Visit Bastrop*, and collectively with the City, the *Parties*) shall commence on September 13, 2017, and will remain in full force and effect through September 30, 2017 (the *Term*).

II. SCOPE OF TRANSITION SERVICES

A. SUPPORT SERVICES

i. City Services and Employment Needs. In accordance with Article III of the Management Agreement (entered into by the Parties concurrently with this Plan) the City may provide Visit Bastrop with support services for the Term consistent with its internal departments, as determined necessary by Visit Bastrop and agreed to by both Parties in writing (collectively, the Transition Services). These Transition Services include, but are not limited to, accounting and finance, human resources support, instructional technology services, and planning and development. The provision of Transition Services may be extended by the City, upon consultation with Visit Bastrop, beyond the Term. Specifically, the City shall facilitate the human resources component, not limited to the hiring process, for Visit Bastrop employees, if any, as set forth in Exhibit A hereto. The compensation of these hires is to be determined by and is within the purview of Visit Bastrop.

B. Business Requirements

- i. Compensation. Effective September 13, 2017, in consideration of Visit Bastrop's performance of the services described in Article II of the Management Agreement, the City agrees to provide Visit Bastrop a minimum compensation of \$520,000.00 for the remainder of the Term, to be paid in full on that date or within a reasonable time of that date. 487, 371, 44
- ii. Office Space. The City and Visit Bastrop each recognize that during the Term, Visit Bastrop will co-locate in the existing Bastrop Main Street Program's (Main Street) current offices, where Visit Bastrop will be afforded basic office amenities to conduct business. Visit Bastrop may extend this arrangement after completion of the Term if agreed to in writing by Visit Bastrop and Main Street.
- iii. *Intellectual Property*. The City and Visit Bastrop will initiate actions and prepare a schedule to share Intellectual Property (as defined and described in the Management Agreement) as of July 1, 2017, in an effort to promote Visit Bastrop's marketing and advertising efforts. The City acknowledges Visit Bastrop may commence actions to register various Intellectual Property in the United States Patent and Trademark Office.

VI. MISCELLANEOUS

This Plan shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

If any provision of this Plan or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Plan and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council and the Board hereby declare that this Plan would have been enacted without such invalid provision.

It is officially found, determined, and declared that the meeting at which this Plan is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Plan, was given, all as required by Chapter 551, Texas Government Code, as amended.

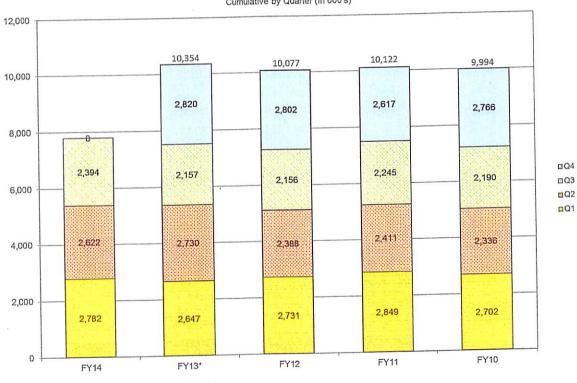
* * *



ALBUQUERQUE CONVENTION & VISITORS BUREAU PRESIDENT'S REPORT JULY 10, 2014

	5	% Hotel Occupa	ncy Tax Collection	S	William Committee
Apr '14	Apr '13	% Ch from Apr '13	FYTD14	FYTD13	FYTD % CI
918,163.27	\$847,620.00	8.3%	\$8,717,226.30	\$8,145,603.46	7.0%

Albuquerque Lodgers Tax Cumulative by Quarter (In 000's)

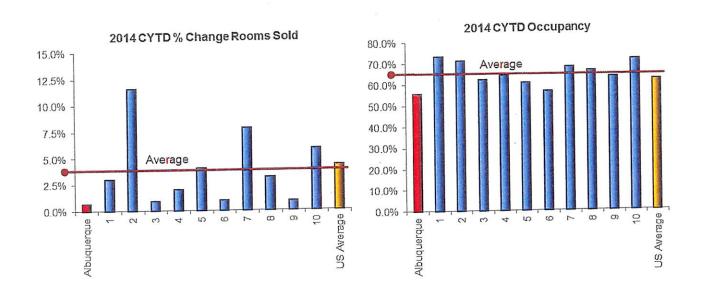


*FY13 includes ~\$200k delinquent collections.

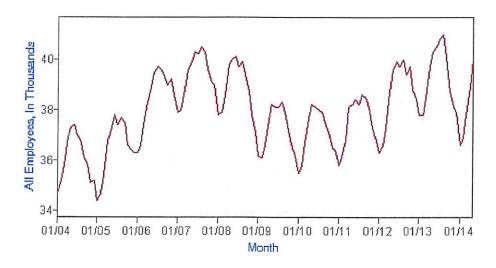


					Lod	ging Indu	istry Re					
			May	2014			Calendar Year to date					
	Occ	% Ch	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold	Осс	% Ch Occ	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold
Albuquerque	61.7%	0.5%	\$76.16	7.1%	7.6%	-0.3%	55.9%	1.3%	\$73.39	4.5%	5.9%	0.7%
Markets											0.000	0.00/
1	74.8%	-0.4%	\$126.54	5.6%	5.2%	1.7%	73.4%	0.6%	\$130.87	6.1%	6.8%	3.0%
2	76.0%	4.3%	\$107.93	2.8%	7.3%	7.0%	71.4%	9.8%	\$106.26	6.6%	17.0%	11.6%
3	55.5%	2.3%	\$93.39	2.3%	4.7%	3.6%	62.4%	-0.7%	\$103.48	2.7%	1.9%	0.9%
4	65.7%	5.6%	\$90.32	3.4%	9.2%	7.2%	64.2%	0.4%	\$96.37	2.7%	3.2%	2.0%
5	63.9%	-1.0%	\$80.60	-1.1%	-2.1%	-1.0%	60.9%	4.1%	\$81.22	5.3%	9.6%	4.1%
	66.5%	6.5%	\$78.75	3.6%	10.3%	8.3%	56.7%	-0.6%	\$78.21	3.3%	2.6%	1.0%
6		8.7%	\$93.93	2.8%	11.7%	10.4%	68.2%	6.5%	\$93.06	3.2%	10.0%	7.9%
7	72.4%		\$111.70	5.2%	5.7%	1.4%	66.4%	2.8%	\$105.64	5.7%	8.7%	3.2%
8	72.9%	0.5%		7.1%	-2.6%	-6.1%	63.4%	-1.3%	\$83.45	7.6%	6.3%	0.9%
9	68.1%	-9.0%	\$86.33		8.9%	6.7%	71.7%	5.7%	\$131.59	4.5%	10.5%	5.9%
10	61.3%	6.2%	\$106.31	2.5%		3.5%	65.0%	2.6%	\$98.50	4.7%	7.5%	3.7%
Average	67.2%	2.2%	\$95.63	3.8%	- 6.0%		-	ALL DESIGNATION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED	\$113.58	4.1%	7.6%	4.3%
US Average	67.0%	4.9%	\$115.35	4.8%	10.0%	5.9%	62.1%	3.4%	φ113.36	-7.170	7.070	

			1	Viceting P	roperties by	Corridor (Top 5 for	each cate	egory)	The state of	A CALL CONTRACTOR	
		% Ch		% Ch ADR	% Ch	% Ch Rooms Sold	Occ	% Ch Occ	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold
	Occ	Occ	ADR			5.1%	63.4%	-1.1%	\$108.58	4.0%	2.9%	-1.1%
Downtown	69.2%	5.1%	\$112.71	10.8%	16.4%			7.1%	\$89.21	4.1%	11.4%	7.1%
Uptown	50.6%	7.4%	\$90.81	4.5%	12.2%	7.4%	47.9%		-	8.2%	5.1%	-2.9%
Airport	74.0%	-9.9%	\$87.74	12.4%	1.3%	-9.9%	68.0%	-2.9%	\$86.71			
N Corridor	61.1%	1.4%	\$85.83	-0.6%	0.8%	1.4%	52.6%	-3.4%	\$85.61	-0.7%	-4.0%	-3.4%

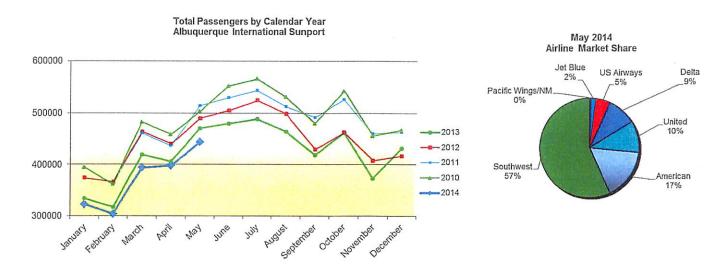


Albuquerque Leisure and Hospitality Employment



Source: Bureau of Labor Statistics

	1	Aviation Pas	ssengers			
	May '14	May '13	% Ch from May '13	CYTD 2014	CYTD 2013	CY % Ch from '13
Total Enplaned Passengers	226,859	241,472	-6.1%	939,825	982,843	-4.4%
Total Deplaned Passengers	216,716	229,934	-5.7%	922,538	965,525	-4.5%
Total All Passengers	443,575	471,406	-5.9%	1,862,363	1,948,368	-4.4%



Source: Albuquerque International Sunport

To the same and	FISCA	AL YEAR ROOM N	IGHTS BOOKED		
		As of June 30), 2014		THE THE PERSON
	Total Goal	FY14	% of Goal	FY13	% Change
Center	41,500	57,702	139.0%	36,219	59.3%
Non-Center	70,500	67,423	95.6%	65,610	2.8%
Sports	41,500	84,878	204.5%	49,257	72.3%
Total	153,500	210.003	136.8%	<u>151,086</u>	39.0%

Convention Sales & Sports Initiatives

Tradeshows/Industry Meetings:

June 8-9 - Grand Circle Association meeting in Durango, CO - Allison Olguin

June 10-12 - AIBTM in Orlando, FL, Appointment Based Tradeshow; Met with 58 of 60 scheduled appointments and an additional 12 meeting planners- Abigail Goodin, Jacob Quintana

June 11-15 - Collaborate Marketplace in Portland, OR - Whitney Cordell

Site Inspections:

June 1-4 - Association for Driver Rehab Specialists 2017 with Elizabeth Green, 670 total room nights - Jacob Quintana

June 4-6 - Society for Applied and Industrial Mathematics, 519 total room nights - Larry Atchison

June 5-6 - SW Association of Student Assistance Programs with Jeff Kahlden, 750 total room nights - Whitney Cordell

June 9-11 - USA Ultimate with Byron Hicks, varies total room nights - Angie Jepsen, Dan Ballou

June 9-11 - USA Archery with Sheri Rhodes, varies total room nights - Angie Jepsen, Dan Ballou

June 16-17 - American Honey Producers Association with Cassie Cox, 788 total room nights - Whitney Cordell

June 17-19 - American Veterinary Chiropractic Association 2015/2016 with Alisha Raines, Executive Secretary; James Israelsen, DVM, President, AVCA; Leslie Means, Executive Director; Debora Renken, HelmsBriscoe; Dr. Mark Meddleton, Local

Veterinarian, 345 total room nights - Jacob Quintana

June 18 - American Veterinary Chiropractic Association (for Jacob) with Debora Renken, 345 total room nights - Melanie June 26-28 - Oldsmobile Club of America 2017 with Jerry Wilson, President, OCA; Ed Konsmo, OCA Chief Judge; Everett Horton, OCA Swap Meet Chair; Joe Donnelly, Chair, Racing Committee; Christopher Giblin, HelmsBriscoe; Kristi Hetland, HelmsBriscoe, 1,220 total room nights - Jacob Quintana

Local Industry Events:

June 10 - ACVB Annual Luncheon - Larry Atchison, Rob Enriquez, Whitney Cordell

June 23-25 - Chicago Sales Mission - Whitney Cordell, Allison Olguin

Other Meetings:

June 2 - Face the Futures, Cliffdwellers Digital - Whitney Cordell

June 3 - New Mexico American Marketing Association meeting with Zulema Santacruz - Allison Olguin

June 9 - FBI National Academy Associates meeting with Steve Shaw - Larry Atchison

June 10 - Ancient Egyptian Arabic Order Nobles Mystic Shrine meeting with Harold Bendaw - Larry Atchison

June 16 - 7 on 7 Tournament Pre-con at Balloon Fiesta Park with Susan Rice - Angie Jepsen, Dan Ballou

June 19 - USA Track & Field meeting - Angie Jepsen, Dan Ballou

June 17 - SW Border Food Safety & Defense Center Emergency Preparedness meeting with Cynthia Beiser, 60 total room nights -Allison Olguin

June 17 - NM Activities Association meeting with Dusty Young - Dan Ballou

June 18 - Society of Petroleum Engineers dinner with Amy Chao - Whitney Cordell

June 20 - Far West Regionals Youth Soccer meeting with Jim Tiley - Angie Jepsen, Dan Ballou

Upcoming Sales & Sports Activities:

July - Site Inspection, NM Swimming - Angie Jepsen, Dan Ballou

July - Site Inspection, NM Youth Soccer - Dan Ballou

July - Site Inspection, National Brokerage Agencies with Paul Horos, 411 total room nights - Melanie Martinez

July 3 & 15 - SW Border Food Safety & Defense Center Emergency Preparedness meeting (3rd) with Cynthia Beiser and site inspection (15th), 60 total room nights - Allison Olguin

July 9-11 - Site Inspection, Call to Action with Ginny Nyhuis, 1,425 total room nights - Abigail Goodin

July 9-11 - Site Inspection, Centers for Spiritual Living with Joe Martin, 790 total room nights - Allison Olguin

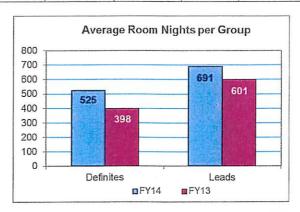
Catering Leads Sent this Month: 2

CVB Definite Fut	ure Room Night Bookings -	Monthly		
	Jun '14	Jun '13	% Ch	
Number of Definite Bookings	44	36	22.2%	
Total Room Night Production	22,328	11,889	87.8%	
Total Attendance	17,421	9,607	81.3%	
Direct Spending*	\$9,213,373	\$5,381,873	71.2%	

CVB Definite	Future Room Night Booking	s – FY		
	FY14	FY13	% Ch	
Number of Definite Bookings	400	380	5.3%	
Total Room Night Production	210,003	151,086	39.0%	
Total Attendance	287,640	234,029	22.9%	
Direct Spending*	\$80,115,526	\$63,851,882	25.5%	

 $^{^*}Per\ city\ contract,\ Direct\ Spending\ is\ calculated\ using\ the\ DMAI\ Event\ Impact\ Calculator.$

	Meetings	Lead Prod	luction			
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch
Number of Leads	44	54	-18.5%	702	710	-1.1%
Total Potential Room Nights	24,240	29,216	-17.0%	484,758	426,947	13.5%
Total Attendance	16,181	30,980	-47.8%	480,789	494,615	-2.8%



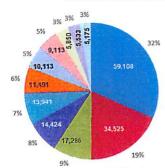
	Control of the Contro	Current Tentatives						
		We are proje	ectir					
	Room Nights							
Center	73,428	3,828						
Non-Center	35,099	2,884						
Sports	26,074	995						
Total	134,601	7,707						

We are proje	cting to turn	the following	room nights in:		
Jul	Aug	Sep	% of Total		
3,828	830	853	7.5%		
2,884	3,431	1,211	21.4%		
995	1,757	4,255	26.9%		
7,707	6,018	6,319	14.9%		

		Lea	d Incentive	s Offere	d				
		FY14				FY13			
	# Grps	TRN	\$\$	\$\$/RN		# Grps	TRN	\$\$	\$\$/RN
Definite	65	60,741	\$321,389	\$5		78	61,350	\$417,370	\$7
Lost Business	13	27,467	\$73,517	\$3		27	61,867	\$308,455	\$5
Cancelled	1	243	\$525	\$2		3	5,764	\$45,176	\$8
Tentative	9	9,915	\$36,553	\$4		1	4,418	\$22,090	\$5
Total offered within FY	88	98,366	\$431,984	\$4		109	133,399	\$793,091	\$6

			LOS		ESS BY CITY				
				FY	14			Non-Ce	ntor
	Cen	ter	Non-C	enter		Cer	nter	Non-Ce	nter
								#	
	#		#			#	TRN	" Groups	TRN
	Groups	TRN	Groups	TRN		Groups	IKN	Groups	11
ddison, TX			1	880			'		
naheim	2	11635	1	1100			•		•
tlanta	2	2378	2	713	4				
ustin	1	1545		100					
altimore	1	1576							
Bend, OR			2	5494				1 1	
Birmingham	1	3606	2	1434				<u> </u>	
Boise			1	600				•	
Branson, MO			3	565					
Bristol, TN			1	1220					
Buffalo Thunder	1	350							
Chapel Hill, NC			1	117			7988	1	129
Charlotte, NC			1 1		Orlando	4	500		22
Chicago	1	1705			Overland Park	1	1500		
Clovis			1	30	Palm Springs	1	3562		
College Sta, TX	2	7212			Pasadena	5		+	516
Colorado Springs					Phoenix	- 3	10440	1	20
Dallas	2	2345			Pigeon Forge, TN	-	2595	<u>-</u>	395
Denver	2	4082	4		Portland	3	2595	' 	1:
Detroit			1	120	Providence, RI		ļ	 	
Fayetteville, AR	1	3606			Pueblo, CO		4000	, ' 	
Fresno			3		Rapid City, SD	1 1			11
Ft Lauderdale			11	110	Reno	1			
Ft Worth	1	1245	5		Rio Rancho	11	105	4	4
Grand Canyon					Riverside, CA	<u> </u>	 	1 2	18
Harrisburgh, PA					Sacramento	ļ	ļ	1	15
Hawaii					Saga, Japan	<u> </u>	77		10
Houston				1 130	Salt Lake City		1 770 2 420		179
Indianapolis	1	1263	3		San Antonio				
Irving	2	520	0		San Diego		130	1	9
Isleta Casino				*)	San Juan, PR		1 10		3
Jacksonville, FL					Sandia Casino	ļ	1 10	8	
Kansas City	4	574			Santa Fe	-	 	1	1
Lake Charles, VA					Savannah, GA	 	200		6
Lake Tahoe				<u> </u>	Seattle	 	2 368	4 4	4
Las Cruces					Springfield, MO		225		2
Las Vegas		3 632			St Louis	 	2 335	1	
Long Beach		1 136	5	1 202	Stanford, CT	 	 	5	
Los Angeles		1 195	9		Tamaya		+	+ 3	
Louisville, KY				1 55	Tucson		1 160		
Loveland, CO		2 166	0		Washington, DC				248
Mesa, AZ					3 TBD/Unknown	2			240
Milwaukee		1 158	5		4 No Hotel Utilized		1 2	20	17
Minneapolis	1				0 Met in ABQ - No		4000		
New Orleans		1 116	30		0 Meeting CXL	1	0 1082	25 28	'
Nashville	1			1 14				101	4404
Omaha	+			1 42	1 Tot	all 9	9 1865	59] 198	1100

Center Lost Business FY14 100% of Lost Business Shown - Total 186,559



Downtown Hotel Package includes Too many hotels in package; More alseping rooms close to Center; Meeting Space/Sleeping Rooms under one roof. Downtown Hotel Package
Other
Destination Desirability
Bid Timing - Unable to view Track prior
Local Support/Membership
Membership Vote
Geographic Preference
Meeting Cancelled
ABQ - Overall City Package
Board Preference

Convention Center Other 1	9% Exp:	
Hotel-Guest Room Rates too High	4023	2.2%
Did not make 1st/Final Cut	3731	2.0%
ABQ - Safety Concerns	3562	1.9%
ACC - Dates/Space Unavailable	3445	1.8%
ACC - Indoor Track	3350	1.8%
Preferred Location Available	3200	1.7%
Client will not sign hotel contracts	3160	1.7%
CC space not adequate for Planner	2000	1.1%
ACC- Will not use at this time	1705	0.934
Near Training/Hdqt Office	1505	0.950
ACC-Ratestoohigh	1358	0.7%
Transportation/Accessibility Issues	1195	0.6%
No Longer using 3rd Party	850	0.5%
ACC - Condition Concerns	615	0.35
Prefera Resort	350	0.25
Change in Program	305	0.25
No Longer Using Hotel	20	0.05

Non-CenterLost Business FY14 3%00% of Lost Business Shown - Total 110,697



Preferred Location Available
Other

Local Support/Membership
Destination Desirability
Meeting Cancelled
Membership Vote
No Response from Planner
Did not make First/Final Cut
Hotels - Dates/Space Availability
Overall Rates/Cost too High
ABQ - Overall City Package
Board Preference
No Centro Uther 14% Esp
Chose Hyall Tamaya

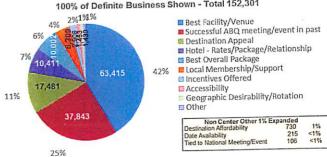
Non Center Other 14% Exp Chose Hyatt Tamaya	2035	1.8%
Transportation/Accessibility Issues		1.7%
Climate/Weather Concerns	1908	1.7%
Near Training/Headquarter Office	1784	1.6%
Geographic Preference	1556	1.4%
Hill -Guest Room Rates too High	1100	1.2%
No Longer Using Hotel	1074	1,0%
Combinded with another meeting	764	0.7%
Lead turned over to AHCC	641	0.6%
Chose Isleta Casino	485	0.4%
Chose Sandia Casino	370	0.3%
Multiple year bid - single yr booked	240	0.2%
Hotel Concessions Required	152	0,1%
Will hold trainings/Annual Only	130	0.1%
Multi Yr Bid - 1 yr eliminated	88	0.1%
Prefer Larger City	68	0.1%
Economy	24	0.0%

100% of Definite Business Shown - Total 57,702 5% 1% 7% 4,226 22,205 39% Successful ABQ meeting in past Incentives Offered Best Sporting Facility Local Membership/Support Destination Appeal Geographic Rotation Overall Package Date Availability

Center Win Reasons FY14

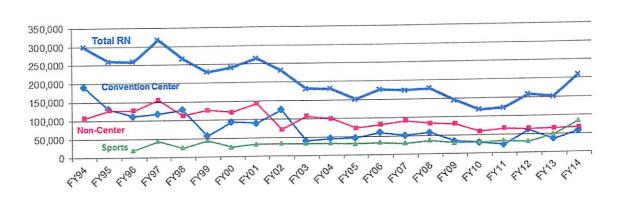
24%

Non-Center Win Reasons FY14 100% of Definite Business Shown - Total 152,301

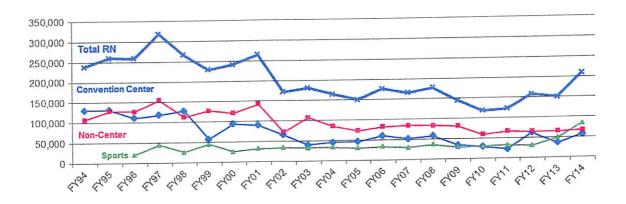


			His	torical Defi	nite Produc	tion			
	w/USBC (94	& 02) or FMC				w/o USBC (9	4 & 02) or FN	ICA (04 & 07	")
Fiscal		Non Center	Sports	Total	Fiscal	Center	Non Center	Sports	Total
FY94	190,856	107,965		298,821	FY94	130,856	107,965		238,821
FY95	131,504	128,639		260,143	FY95	131,504	128,639		260,143
FY96	111,408		20,128	259,453	FY96	111,408	127,917	20,128	259,453
FY97	118,218		44,582	318,968	FY97	118,218	156,168	44,582	318,968
FY98	128,062	112,941	25,823	266,826	FY98	128,062	112,941	25,823	266,826
FY99	57,392	127,544	44,621	229,557	FY99	57,392	127,544	44,621	229,557
FY00	94,098		26,021	241,390	FY00	94,098	121,271	26,021	241,390
FY01	89.817	143,247	32,290	265,354	FY01	89,817	143,247	32,290	265,354
FY02	125,465		33,524	231,374	FY02	65,465	72,385	33,524	171,374
FY03	40,481	107,484	33,100	181,065	FY03	40,481	107,484	33,100	181,065
FY04	46,066		33,547	180,575	FY04	46,066	85,302	33,547	164,915
FY05	46,420		30,653	150,878	FY05	46,420	73,805	30,653	150,878
FY06	60,598		33,536	176,620	FY06	60,598	82,486	33,536	176,620
FY07	51,598		30,086	173,217	FY07	51,598	84,411	30,086	166,095
FY08	57,837		36,591	177,440	FY08	57,837	83,012	36,591	177,440
FY09	34,174		29,693	144,964	FY09	34,174	81,097	29,693	144,964
FY10	29,505		2000	118,731	FY10	29,505	59,259	29,967	118,731
FY11	22,942			122,597	FY11	22,942	66,517	33,138	122,597
FY12	62,180			157,845	FY12	62,180	65,146	30,519	157,845
FY13	36,219			151,086	FY13	36,219	65,610	49,257	151,086
FY14	57,702			210,003	FY14	57,702	67,423	84,878	210,003

Fiscal Year Room Nights Booked For Future Years including USBC/FMCA



Fiscal Year Room Nights Booked For Future Years without USBC/FMCA



CONVENTION SERVICES

	Actual	Meetings Ho	sted - CVB	Booked		
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch
Number of Meetings	46	33	39.4%	356	367	-3.0%
Room Nights	26,270	10.589	148.1%	214,541	116,958	83.4%
Attendance	51.527	28.485	80.9%	295,656	207,675	42.4%
Direct Spending*	\$11,215,888	\$8,757,680	28.1%	\$83,622,138	\$50,555,017	65.4%

Higher Room Nights, Attendance and Direct Spend FY14 due in large part to USA Roller Sports.

*Per city contract, Direct Spending is calculated using the DMAI Event Impact Calculator.

		Visitor Info	mation Cent	ers		
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch
Visitors						
Airport	5.210	5,854	-11%	60,814	64,839	-6%
Old Town	2.640	3.022	-13%	28,860	29,785	-3%
ACVB Office	15	21	-29%	280	444	-37%
Total	7.865	8,897	-12%	89,954	95,068	-5%
Volunteer Hours	838.5	850.5	-1%	9,833.5	10,005	-2%

Services Report

- June 1 Daughters of the Nile--promotional trip to Omaha for the 2015 convention Denise Suttle
- June 3 Met with potential new partner for ACVB, in speaker/trainer category Denise Suttle
- June 3 Site with Bette Worley, National Student Exchange Cecilia Padilla-Quillen
- June 5 Attended Virgin Galactic Customer Service Training Roxane Cisneros
- June 5 Event Service Professionals Association, annual convention program committee meeting Denise Suttle
- June 5 Attended Address given by APD Chef Eden at Embassy Hotel & Suites Cecilia Padilla-Quillen
- June 9-13 Volunteers provided for Far West Regional USYSA Soccer championships Denise Suttle
- June 10 3 volunteers provided for NM Youth Soccer Association Far West Regionals (bag stuffers) Roxane Cisneros
- June 10 ACVB Annual Luncheon Andrew Lee
- June 11 June Volunteer Meeting Vernon's Hidden Valley Steakhouse Roxane Cisneros
- June 13 Judge at annual Hospitality Games Denise Suttle
- June 18 Volunteer Outing/Education Dynamax screening of "Jerusalem" Roxane Cisneros
- June 19 Meet with local host committee, NM Institute of Transportation Engineers Denise Suttle
- June 19 ESPA executive committee meeting Denise Suttle
- June 20 Meet with director of Sun Country Regional Volleyball Tournament Denise Suttle
- June 20 Adventist Risk Management Andrew Lee
- June 25 New volunteer interview Charles Rapson for Old Town Visitor Information Center Roxane Cisneros

PARTNER DEVELOPMENT

		Partners F	Represented			
	Jun '14	Jun '13	% Ch from Jun '13	FY14	FY13	% Ch from FY13
Total Partners				757	797	-5%
New Partners	4	13	-69%	62	80	-23%
Renewal Partners	64	55	16%	543	543	0%
Non-Partners				304	NA	NA
Total Represented				1061	797	33%

		Developme	nt and Oth	er Private Rev	enue			
	Jun '14	Jun '13	% Ch from Jun '13	FY14	FY13	% Ch from FY13	FY Goal	% of Goal
DUES								
New Partners	\$1,510	\$4,974	-69.6%	\$27,697	\$43,139	-36%	\$34,000	81%
Renewals	\$43,997	\$41,869	5.1%	\$305,381	\$328,991	-7%	\$259,000	118%
Total Partner Dues	\$45,507	\$46,843	-2.9%	\$333,079	\$372,130	-10%	\$293,000	114%
			A CONTRACTOR OF THE PARTY OF TH					
ADVERTISING								
Visitors Guide/Map	\$9,787	\$8,999	8.8%	\$151,106	\$153,101	-1%	\$140,000	108%
Website/Mobile/Email	\$6,130	\$0	NA	\$25,085	NA	NA	\$31,000	81%
Co-Op Advertising	\$10,173	\$1,475	589.9%	\$19,649	\$9,399	109%	\$9,000	218%
Total Ad Revenue	\$26,090	\$10,473	149.1%	\$195,839	\$162,500	21%	\$180,000	109%
			X					
Sponsorships	\$0	\$800	-100.0%	\$750	\$2,300	-67%	\$3,000	25%
Other Revenue	\$15,077	\$28,017	-46.2%	\$21,750	\$33,145	-34%	\$30,000	73%
								Name of Street Workshop
TOTAL REVENUE	\$86,674	\$85,884	0.9%	\$551,418	\$570,075	-3%	\$506,000	109%

In August 2013, we began breaking out Partner Dues, Advertising, Sponsorships and Other Revenue. We did not begin tracking Advertising Revenue until October 2012.

Partner Development Report

- Total YTD partnership collections (dues, sponsorships, merchandise, auction, advertising and miscellaneous) equals \$551,418, 109% of annual goal
- Enrolled 4 new partners
- Renewed 64 partners
- Partnering with MCT, hosted a very successful Annual Luncheon at the Albuquerque Convention Center
- Restructured Development staff responsibilities
- Hosted a Special Conversation for our partners with Chief Eden
- Hosted a successful Partner Orientation
- Hosted a successful ACE at the National Museum of Nuclear Science and History
- · Participated in successful Hospitality Games Implementation
- · Continued work with APD and GAIA
- · Continued work with Alliances and Advocacy Directors Council
- Continued work with Balloon Fiesta Park Commission

		Media				I KUR THE STATE
	FY14 4th	FY13 4th	% Ch from		=>/40	% Ch from
	Quarter	Quarter	FY13	FY14	FY13	FY13
Domestic Coverage						1
# of Print Articles	46	45	2.2%	483	223	116.6%
Circulation	7,965,870	5,905,281	34.9%	104,735,785	50,805,148	106.2%
Publicity Value	\$125,566	\$52,139	140.8%	\$748,481	\$414,711	80.5%
# of Online Articles	143	405	-64.7%	1,551	1,837	-15.6%
Publicity Value	\$241,028	\$345,957	-30.3%	\$1,900,249	\$1,272,648	49.3%
Tublicity value		otal Number	of Articles	2,034	2,060	-1.3%
			icity Value	\$2,648,730	\$1,687,359	57.0%
Broadcast Coverage*			1. THE STREET			
# of National Broadcast stories	3	46	-93.5%	1,575	1566	0.6%
Publicity Value	\$1,085	\$304,790	-99.6%	\$7,820,096	\$7,627,353	2.5%

Media Numbers Reported Quarterly – 4th Quarter Reported

			Tourism					
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch from FY13	FY Goal	% of Goal
Consumer (Visitor Guide Requests)	7,407	10,444	-29.1%	68,790	83,695	-17.8%	77,219	89.1%
Group Tour Business	1,002	1,643	-39.0%	10,543	11,727	-10.1%	10,000	105.4%

Group Tour Numbers Reported Quarterly - 4th Quarter Reported

		Website				
	Jun '14	Jun '13	% Ch from Jun '13	FY14	FY13	% Ch from FY13
User Sessions						4.40/
Google Analytics	161,571	166,703	-3%	1,634,621	1,430,342	14%
Unique Visitors						100/
Google Analytics	131,918	142,748	-8%	1,375,704	1,217,953	13%
Search Engines (Google Analytics)					这种情况是 是	
Search Engine Traffic	107,570	73.084	47%	1,016,942	838,477	21%
Google Traffic	96,914	57,737	68%	871,003	688,215	27%

June Social Media Highlights:

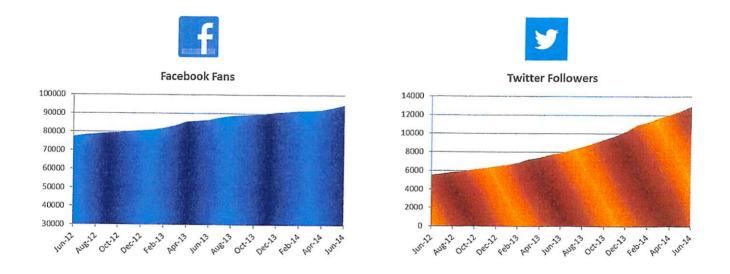
Social Media

- The Albuquerque frame appeared at the Albuquerque Comic Expo (ACE) June 25-27th
 - ACE provided our frame volunteers with day passes for the event
- Highlights
 - We had a great social media graphic created by our in-house team for USA soccer which got a lot of engagement (3,263 likes/comments/shares)
 - Our annual luncheon video was recognized in a tweet by Albuquerque Mayor Richard Berry
 - o ABQ365 was featured in this month's Yelp newsletter as the featured sponsor
 - Our @VisitABQ Twitter handle was recognized as one of June 2014's Must Follow DMOs by BAD Consulting LLC.

ABQ365

- Blog
 - 6/27 Bolo Tie Exhibit early access to exhibit courtesy of the Albuquerque Museum
- Blog Posts
 - There were 14 blog posts added to ABQ365 this month
 - The most popular post of the month was the Albuquerque Comic Expo ("Five reasons to go to ACE this
 weekend" followed by the free day at the ABQ BioPark Zoo and the pickup of Better Call Saul for a second
 season
 - This is the highest trafficked month for the blog thus far

Facebook Activity - We had 22 posts to Visit ABQ's FB in the month of June. There were 3,601 referrals to VisitAlbuquerque.org from social networks; 2,934 of those referrals were from Facebook (Google Analytics-does not include advertising)



You Tube"

176 Active Subscribers - 172,649 Video Views

Social Media continued

Facebook - 12 Links to Internal Pages

- 6/30 (Event) Post to the US Soccer watch party http://www.visitalbuquerque.org/abq365/events/detail/World-Cup-Watch-Party-USA-Soccer-vs-Belgium/22052/
- 6/30 (ABQ365 Blog) Free day at the BioPark Zoo http://www.visitalbuquerque.org/abq365/blog/post/2014/19/We-re-not-monkeying-around-ABQ-BioPark-zoo-offers-free-admission-on-Monday-June-30th/68/
- 6/25 Fly to Sunshine sweepstakes post
- 6/25 (ABQ365 Blog) The Yards Craft Beer Premiere (photo diary)
- $\underline{\text{http://www.visitalbuquerque.org/abq365/blog/post/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longest-day-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-year-for-craft-beer/71/2014/23/The-Yards-Craft-beer/71/2014/23/Th$
- 6/19 (ABQ365 Blog) Better Call Saul gets picked up for second season
- http://www.visitalbuquerque.org/abq365/blog/post/2014/19/-Breaking-Bad-prequel-Better-Call-Saul-picked-up-by-AMC-for-a-second-season/69/
- 6/19 Fly to Sunshine sweepstakes post
- 6/15 (Event) Father's Day at the BioPark http://www.visitalbuquerque.org/abq365/events/detail/Old-Town-Father-s-Day-Celebration/21844/
- 6/13 (Event) Cherry Poppin' Daddies/Heights Summerfest http://www.visitalbuquerque.org/abq365/events/detail/Heights-Summerfest/20505/
- 6/12 (Event) Summer Nights Concert Series http://www.visitalbuquerque.org/abq365/events/detail/Summer-Nights-Concert-Series/21138/
- 6/9 (ABQ365 Blog) New sharks at the aquarium http://www.visitalbuquerque.org/abq365/blog/post/2014/2/ABQ-BioPark-Aquarium-welcomes-two-new-sharks-to-the-shark-tank/61/
- 6/6 (Event) ABQ Folk Festival http://www.visitalbuquerque.org/abq365/events/detail/Albuquerque-Folk-Festival/20708/
- 6/3 (Event) AFME
- http://www.visitalbuquerque.org/abq365/events/results/?e ViewBy=search&e submit=1&e sortBy=eventDate&e pagesize=10&e sDate=&e eDate=&e keyword=&e catID=79&e submitBtn=SEARCH

Marketing, Communications & Tourism Report

Site Visits:

Media

June 5-9 - Rachael Dickhute, EverythingHauler.com/Ford Motor Company

June 18 - Bernadette Conrad (Germany): Die Zeit & Greyhound blog

June 19-22 - Carrie Cecil, The Glamper Girls

Travel Trade/Travel Agents/FIT

William and Christine Forti, Travel Agents

Shows/Conferences:

June 23-25 - California Travel Summit - Tania was a guest speaker on film tourism and the success of Breaking Bad tourism

Advertising/Placement:

Leisure Outdoor:

- o Four Fly to Sunshine outdoor boards ran in Kansas City June 1-30
- Five Fly to Sunshine outdoor boards ran in Chicago June 1-30
- o Four Fly to Sunshine outdoor boards ran in Portland June 1-30

Leisure Online:

Specific Media (ad network)

- o Fly to Sunshine banner ads, pre-roll ads and retargeting banner ads ran June 1-30 (geo and behavior targeted)
- o retargeting visitors guide and brand banner ads ran June 1-30

Southwest

- o visitors guide banner ad ran June 1-30
- o hotel ads ran within confirmation emails sent to everyone who booked a flight into Albuquerque during the month of June Hotel Cascada, June 1-15 and Albuquerque Hyatt Regency, June 16-30

Sojern

o Fly to Sunshine banner ads and pre-roll ads ran June 1-30 (geo and behavior targeted)

Weather.com

o Fly to Sunshine banner ads ran June 1-30 (geo targeted with a cold and/or cloudy weather trigger)

Sunset and Time Inc. Lifestyle Network

• Fly to Sunshine banner ads and pre-roll ads ran June 1-30 (geo targeted)

TripAdvisor

- o Fly to sunshine banner ads ran June 1-30 (content and geo targeted)
- Visitors guide and brand banner ads ran June 1-30 on the Albuquerque page and run of site
- Cultural Services Department banner ads ran June 1-30 (content targeted)

National Geographic

o Fly to sunshine banner ads and pre-roll ads ran June 1-30 (geo targeted)

USA Today

o Fly to sunshine banner ads and pre-roll ads ran June 13-30 (geo and behaviorally targeted)

King Email Marketing

- Cultural Services Department sweepstakes email with win a trip, Freedom 4th, Route 66 Summerfest and Salsa
 Fiesta messaging was sent on June 3rd to 26,366 emails in Denver, Dallas and Lubbock
- Fly to sunshine email with fly to sunshine, request a vg and win, JetBlue and summer messaging was sent on June 3rd to 75,000 emails in New York City (behaviorally targeted)
- Fly to sunshine email with win a trip, request a vg, JetBlue and summer packages messaging was sent on June
 26th to 75,000 emails in New York City (behaviorally targeted)

Marketing, Communications & Tourism Report continued

Advertising/Placement continued

Leisure Local:

- Albuquerque the Magazine (85,678 circ.)
 ABO365 1/3 page ad ran in the June issue
- edible Santa Fe, Albuquerque and Taos (20,000 circ.)
 ABQ365 ¼ page ad ran in the June/July issue
- Albuquerque Little Theatre
 ABQ365 ½ page ad ran in the Les Miserables program May 23-June 15
- Albuquerque Journal website ABQJournal.com ABQ365 banner ads ran June 1-30

Convention Online/Email:

O Specific Media

Meet the New Albuquerque banner ads ran June 1-30 (geo and behavior targeted) Meetings pre-roll ads ran June 1-30 (geo and behavior targeted) Retargeted Meet the New Albuquerque banner ads ran June 1-30

O Smart Meetings

Meet the New Albuquerque banners ran June 1-30 on the New Mexico landing page Sponsored Albuquerque content on the New Mexico landing page Featured Venue in the June 24th eNewsletter sent to 44,000 emails

o ePro Direct

Email blast with Convention Center improvements, Albuquerque: Your Recipe for Success incentive and top 10 reasons to hold your meeting in Albuquerque messaging was sent to 15,080 association, education, religious, fraternity, government and military meeting planners on June 11th.

Albuquerque: Your Recipe for Success incentive was included in the Opportunity Knocks eNewsletter sent to 83,716 emails on June 30th.

Convention Local:

O Albuquerque Journal Business Outlook (Monday circ. 91,579)

Bring Your Meeting Home ad along with the June Convention Calendar ran in the June 2nd Business Outlook section

Bring Your Meeting Home ad along with the July Convention Calendar ran in the June 23rd Business Outlook section

Facebook Advertising:

- O Recipe for Success (meeting planner focused ad): Ran June 30 107 website clicks (\$1.57 CPC), 67 post likes, 10 page likes Number of people ad was served to (reach): 31,502
- O ABQ365 Page Likes Ad: Ran June 27-30 1987 page likes gained

Number of people ad was served to (reach): 103,139

Promoted Post: #GoUSA #WorldCup: Ran June 26-27
 3,263 post engagements (likes, comments, shares)
 Number of people ad was served to (reach): 76,444

Marketing, Communications & Tourism Report continued

Media:

Local Media:

June 4 - Media Alert regarding Rachael Dickhute's visit

June 9 - Annual Luncheon media alert

June 10 - Annual Luncheon press release

June 12 - PRSA Bronze Anvil press release

June 26 - July Convention Calendar

National/International Media:

June 26 - Fly to Sunshine Sweepstakes press release

M&C Trade Media:

June 19 - Your Recipe for Success press release

Media Pitches:

June 5 - Cooking Light: New or unusual food-based spa treatments (pitched treatments at Hyatt Tamaya & Great Face and Body) Status: publication likes it (specifically they are interested in Hyatt Tamaya's Ancient Drumming Treatment featuring a red chile wrap), journalist will be in market in August to stay at the property and try the treatment. Publication date TBD. June 6 - MountainHikingSite.com: Popular hiking destinations in the U.S. (La Luz Trail) Status: They'd like us to write a blog post about the La Luz Trail for their site.

June 11 - Unknown Publication: Independently owned boutique hotels (Hotel Parq Central & Hotel Andaluz) Status: pending

June 13 - Wendy Pramik, Albuquerque's up-and-coming beer scene

June 25 - Patriotic Hotels (Hyatt Regency Tamaya) Status: Not Selected

Travel Trade Activity:

Worked with St. Francis group on Balloon Fiesta itinerary

E-Marketing:

June 12 - "Enter to win a getaway for two - last chance!" email sent to 125,080 consumer contacts with a 17% open rate and 47% click to open rate

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 987 consumer contacts in the Portland DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 1,058 consumer contacts in the Kansas City DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 1,638 consumer contacts in the Seattle DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 2,955 consumer contacts in the Chicago DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Thank you for your interest in Albuquerque!" email sent to 3,353 NMTD Central New Mexico Sweeps entrants (currently unable to retrieve results due to an error in the email system)

Pay-per-click Advertising:

Main campaign: 8,421 clicks

Website:

Updated FAM Registration and FAM confirmation pages and made the FAM Registration and FAM Updates pages live in the navigation in the meetings section

Updated the meetings homepage

Placed Albuquerque: Your Recipe for Success incentive promos on the meetings homepage and a number of other pages throughout the meetings section

Fly to Sunshine sweepstakes went live on the landing page on June 18th

Marketing, Communications & Tourism Report continued

Photo Requests: 8

Videos:

Advancing the Destination

Year in Review

• Projects:

Gathered and trafficked Smart Meetings eNewsletter materials

Updated information and added Albuquerque: Your Recipe for Success incentive to EmpowerMINT

• Collateral/Ad Production:

Albuquerque: Your Recipe for Success incentive ½ page ad

Albuquerque: Your Recipe for Success incentive website promos

ePro Direct meetings email

USA Roller Sports program ad

ABQ365 outdoor board

Albuquerque and neighborhoods downloadable online map

Texas Monthly 1/2 page Balloon Fiesta ad

Fly to Sunshine June email

ABQ365:30 tv spot for Who Rocks NM

Arabian Horse Show airport banner

Local Meetings:

- June 5 Attended Chief Eden/ACVB partner meeting Tania & Heather
- June 5 Museum Cooperative Council Meeting, Explora! Kelly
- June 10 ACVB Annual Luncheon
- June 16 Attended NMTD's Breakfast Burrito Byway press conference Tania, Heather & Kelly
- June 17 TANM & NMLA Meeting Tania
- June 18 Social Media Panel Discussion, Garrity Group Kelly
- June 19 Ski NM Board Meeting Tania
- June 19 Partner Meeting with Mr. Hall, DSH Entertainment Kelly
- June 20 Kathleen Manicke from Hyatt Tamaya (at ACVB offices) Heather
- June 24 Chris Goblet from NM Beer Heather
- June 24 DivvyHQ Demo Kelly & Audrey
- June 25 ACT-On Software Demo Kelly
- June 27 Public Art Charette Kelly & Audrey
- June 25 Garrity PR Balloon Fiesta Media meeting Heather & Kelly
- June 26 NMPRSA Heather & Kelly

Awards:

Submitted Breaking Bad PR award entry for ESTO's Destiny Awards

CONVENTION SALES & SPORTS BUSINESS OCCURRING BY CALENDAR YEAR

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SALES & MARKETING BUSINESS PLAN FY 2018

Presented to: Bastrop City Council

November 28, 2017

Visit Bastrop Overview

Mission

The mission of Visit Bastrop is to stimulate the economic growth of the City by marketing the Bastrop region as a vibrant visitor destination including conventions, meetings, outdoor recreation and special events.

Vision

To be recognized and respected as a leading destination marketing organization and to achieve economic vitality for our destination with success through integrity, enthusiasm and creative involvement for the promotion of Bastrop as a great Texas small town destination.

Visit Bastrop Is:

- A private, not-for-profit organization (501c6).
- Marketing and selling Bastrop as a destination.
- Focused on brand development and promotion to increase leisure travel, conventions, meetings, special events and outdoor recreation use by visitors.
- Funded by Hotel Occupancy Tax through a contract with the City of Bastrop.
- A Board of Directors of approximately 15.
- A full-time staff of currently four with one part-time.
- An equal opportunity employer.

Values

- We are goal-oriented and results-directed.
- We look for opportunities, and we build on them.
- We are responsible and accountable.
- We value quality in our work, service and ourselves.
- We strive for excellence, honesty and integrity.
- We encourage teamwork while expecting high levels of individual performance.
- We treat our customer, partners and staff with courtesy, respect and fairness.
- We honor our promises and commitments.
- We maximize communication to minimize misunderstanding and encourage feedback, so we can continually improve.
- We acknowledge our role to provide significant economic impact to our community and citizens through the value of helping to create a vibrant hospitality industry.

2017-2018 Board of Directors

Board Member	Community Asset Representation	Board Member	Community Asset Representation		
Clint Howard, Chair	Arts	David Jacobs	Hyatt Lost Pines		
Rick Brackett, Vice-Chair	Nightlife/Entertainment	Robert Jones	Sports		
Kevin Lee Plunkett, Treasurer	Restaurants	Naseem Khonsari	Retail		
Cindye Wolford Ginsel, Secretary	History	Dale Lockett	Ex-Officio		
Brenda Abbott	Venues/Special Events	Sarah O'Brien	Ex-Officio		
Shawn Anther-Pletsch	At-Large	Tom Scott	At-Large		
Jamie Creacy	Outdoors/Recreation	Becki Womble	Ex-Officio		

Chair's Message

As Chair of the 2017-2018 Visit Bastrop Board of Directors, it gives me tremendous pleasure to welcome you to our inaugural Marketing and Sales Plan for promoting Bastrop as a great destination.

As a businessman here for the past 18 years, as well as being an active participant in our Arts industry sector, I can't say enough about the tremendous impact having our first ever destination marketing organization (DMO), Visit Bastrop, come to fruition. As Chair of the Board of Directors, I can also tell you that the entire Board understands the critical importance of Visit Bastrop in regard to elevating our destination as a place to visit, meet, shop, dine and recreate -- and the vital economic impact our organization can and will have on not only individual businesses, but to the community at large.

A tremendous amount of work has been done by what was called the DMO Start-up Board in order for Visit Bastrop to become the official DMO for the City. Anne Smarzik stepped up to the plate early on and dedicated tireless energy and effort in support of Visit Bastrop as Chair of the Start-up Board, but had to step down due to health reasons just as we became official. I was able to support Anne's efforts as Vice-Chair during this period, along with other start-up members including Hiren Patel, Tom Scott and Rick Brackett. I also want to thank Sarah O'Brien who served as our liaison to the City and helped pave the way in so many ways.

In addition to helping the City determine the value of creating a DMO, we were able to work with DMOproZ Bill Geist who facilitated our Board and the City resulting in the creation of a 501c6 independent organization, representing Bastrop's hospitality industry to ensure representation by specific industry sectors. We also were successful in attracting an experienced DMO leader, Dale Lockett, to come to Bastrop to help us establish the DMO.

Fast forward to today, and we have come to an agreement with Dale to lead Visit Bastrop for at least one year, expediting the ability of the organization to quickly become effective in elevating our brand and bringing in much needed economic impact to Bastrop from the hospitality industry. One of Dale's first efforts was to almost immediately attract and add top-rated talent to the team, including a Director of Sales for conventions/meetings/sports, a Marketing Manager for our advertising/social media/public relations efforts and a Senior Administrative Assistant with excellent Board support background. All of the team members have hit the ground running and played a key role in the development of this document.

As it is our very first plan developed without baselines and without relevant history to guide us, it needs to be viewed as a roadmap and a guide to help us stay focused on our objectives. But due to its very nature, it is only a guide and with Board leadership, staff will at times need flexibility to modify the plan to adjust to shifting environments as we encounter them.

Please do not hesitate to contact me at any time to let me know how we are doing, what your thoughts are about marketing and selling our destination and any suggestions on how to improve our efforts to put Bastrop on the map and in the minds of potential visitors.

In Hospitality,

Clint Howard

Chair, Visit Bastrop 2017-2018

Visit Bastrop Staff

Dale Lockett	President & CEO			
Ashton LaFuente	Marketing Manager			
Shane Sorenson, TDM, CTE	Director of Sales			
Christy Hunn	Sr. Administrative Assistant			
Becca Pentland	Administrative Assistant			

President's Message

Welcome to the first-ever Visit Bastrop Marketing and Sales Plan for FY 2017-2018!

With the formation of Bastrop's first official destination marketing organization in October of 2017, Visit Bastrop is ramping up quickly to provide marketing and sales leadership for Bastrop's hospitality industry, working in partnership with the City of Bastrop, the Bastrop Economic Development Corporation, the Bastrop Chamber of Commerce as well as many other organizations focused on the positive growth of our destination. A simpler way of presenting this is that we are coming together as an industry, recognizing the crucial impact our hospitality industry has on our quality of life.

With a Board of Directors elected to specifically represent our major hospitality industry sectors, as well as key at-large positions, Visit Bastrop is structured to provide a balanced and focused approach in elevating Bastrop as one of Texas' premier small-town destinations. Leveraging our natural and developed attractions, culture and history, as well as recognizing the significant impact of having a world-class resort destination and brand (Hyatt Regency Lost Pines Resort) driving the majority of our HOT fund growth, Visit Bastrop's top priority is to positively impact growth of our City's sales tax, HOT collections and help improve the overall quality of life for our community. We will accomplish this through an unrelenting focus on elevating Bastrop's brand and desirability as a destination.

Marketing efforts were initiated immediately upon formal establishment of the organization, as well as acquisition of a major event to help drive awareness and demand to our destination. In addition to those initial efforts, this marketing and sales plan will outline the basic efforts of Visit Bastrop over the next fiscal year, providing a road-map of the direction our efforts will strive to take us. Supported by the Board approved budget, our efforts will be focused on attracting significant demand from the Houston, Austin, San Antonio and, to some degree the DFW Metroplex markets. However, we also recognize the tremendous opportunity that the proximity of the Austin-Bergstrom International Airport represents for domestic and international opportunities for Bastrop and will strive to leverage that asset.

As this is our inaugural effort, there will naturally be some flexibility required in regard to this plan, as there is little to no history to work from to guide our efforts. Understanding of this by our partners and the City is deeply appreciated.

Cordially,

Dale Lockett

President & CEO, Visit Bastrop

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Trends & Issues

Bastrop is uniquely different, in a positive way, from most small Texas communities regarding our hospitality industry.

First, we have the Hyatt Lost Pines Resort located in our extra territorial jurisdiction; which means that Bastrop not only receives the hotel occupancy tax generated, but we can claim the resort as one of our major attractions. The ability to partner with their professional sales and marketing team and to collaborate in joint sales and marketing efforts, is a huge benefit to Bastrop and something most other competing small destinations simply do not have.

Second, we have an exceptionally strong tie to history, including a well-preserved historic Main Street located on the banks of the Colorado River. This historically preserved setting, which offers restaurants, entertainment, shopping and art, also affords visitors the opportunity to canoe, kayak or stand up paddle board right from our downtown. When you add in all of our other outdoor recreation opportunities, our expansive (for our size) art facilities including our Lost Pines Art Center, Deep in the Heart Art Foundry and galleries, you have a destination that pretty much offers something for everybody.

Being this special type of destination matches up perfectly with a trend in what visitors of all generations are seeking – an authentic and unique destination where the story of the "place" is being told and can be experienced. Bastrop is not "plastic" or contrived. Our historic roots are so deep that we can't fake what we are or who we are. Although time does not stop here, it certainly has a different beat. It's a strength as well as a potential weakness for Bastrop in that a misconception could occur that would convey us as being too laid-back, sleepy, or a nothing-happening kind of place.

Another nation- and state-wide trend is that leisure travel is continuing to increase, only dropping off in sectors devastated by fires and hurricanes. Group travel (conventions and meetings) are also on the rebound.

The biggest issue with our group market segment (conventions and meetings) is that our convention center desperately needs a convention hotel and some significant improvements to become competitive. And, we are located in the heart of competing meeting destinations (Austin, Houston, San Antonio) that make competing exceptionally difficult.

Perhaps the biggest issue regarding our leisure product is destination consistency. Many of our restaurants, shops and attractions provide excellent customer service, while many do not. Some are open longer and on weekends, many more are not. A few conduct their own marketing (helping increase the "voice" and reach of Bastrop), most do not or cannot. We also have some improvements required regarding signage and wayfinding, as well as "gussying up" the place a bit.

Another issue to address is that, unfortunately, the only significant destination awareness of Bastrop is from our disasters. This awareness is not one that we desire and can be difficult to overcome (think of Sonoma California as they try to recover). But, with a proper marketing campaign, we can start to replace those outdated perceptions with a newer and more vibrant message.

Overall, the trends and issues that we face in increasing visitors to our destination are either positive and/or fixable. The following marketing and sales plan is Visit Bastrop's first effort to start addressing the trends and issues as we strive to elevate our brand to drive increased hotel occupancy tax collections and sales tax collections from visitor spending.

Marketing

Mission

Specifically market the Bastrop region as a "tourism" destination by establishing and elevating our brand through advertising, media/public relations, website promotion, social media and, in general, getting our unique story exposed to potential visitors.

Advertising Plan of Action

Due to more time being required for Visit Bastrop to partner with Proof Advertising in development of a comprehensive advertising plan, we have established a short-term focus of marketing what is happening in Bastrop. There are a number of excellent events and activities in Bastrop that have the potential to attract out-of-area visitors but none of them, in our opinion, have been marketed effectively (due either to lack of funding or lack of focus). Using our marketing resources, we are focusing on attracting attention to our destination by "elevating" select events and activities though advertising and marketing efforts. We are striving to combine a "hometown-small town" culture with a vibe that conveys a "happening and eclectic" destination that is a must visit place.

Although we have not identified all of the media we will be partnering with, we will be using publications such as Texas Monthly, Texas Highways, AAA Journey, Texas Music and others to get our message out. We will also strongly consider using newspaper exposure in the Houston and Austin markets, as well as select radio platforms such as Pandora. We have created a strong Facebook presence and will be using boosted postings and live streaming to elevate Bastrop as a viable destination. And we anticipate keeping a billboard presence on Hwy 71, in both directions.

We will also be promoting our convention and meeting capabilities, focused on industry trade groups such as the Texas chapter of the American Society of Association Executives (ASAE). We will be partnering with the Hyatt Lost Pines Resort in our messaging regarding them and elevating the capabilities of our Convention Center and local hotels with meeting space.

Strategic Marketing Initiatives

Promotion of Existing Events

We have recognized a few existing events and will work with those planners to elevate marketing efforts and drive demand. (Veteran's Day Car Show, Lost Pines Christmas and First Fridays)

Developing New Events

We have partnered with Texas Music Magazine to create the "Bastrop Music Festival, held on May 17 - 20, 2018. As we move forward, we will seek other opportunities along these lines to generate buzz and awareness for Bastrop as a destination.

Social Media

We were able to gain ownership of the Visit Lost Pines Facebook page and transition it over to Visit Bastrop. This allowed us to retain an audience of 44K followers. Our social media presence will be crucial – we immediately have access to a following of close to 45k followers – and will want to start generating awareness and creating buzz about our destination.

Website

We have contracted with SimpleView to host our new website, which went live on November 8, at 11am. The power of the SimpleView site allows us to house our CRM & CMS together which gives us the ability to combine meeting sales, industry partner management, forecasting, consumer marketing and reporting all in one place.

Brand Development

We will be conducting an RFP for brand development companies with the goal of launching a new brand by summer 2018.

Situational Analysis

Due to the fact that there are no marketing baselines established, as this is our first effort, we will be using this year to establish those baselines in regard to web, social media and advertising metrics. Each of our individual marketing efforts will have metric tracking required to establish those baselines. In future Visit Bastrop plans, specific goals will be established in regard to increasing the exposure of our brand and the return on investment (ROI) of those efforts.

Advertising

We will continue to partner with Proof Advertising to assist us with all marketing initiatives including: strategic direction, account and project management, media planning/buying/optimization/analysis, creative development, creative production and meetings and reporting.

Public Relations

We will continue to partner with Hiebing on a month-to-month basis and continue to boost awareness about the events and attractions in Bastrop, and drive traffic to them by the way of PR push that engages local and regional media across Texas. Our 2018 PR program will focus on spotlighting Bastrop's seasonal events as well as relevant travel -centric opportunities that arise. We will garner placement by pitching editors, submitting listings to online and print calendars, and deploying distribution through iReach and PR Newswire. Proactive media relations will be crucial for Bastrop to maintain a presence in top-tier consumer publications locally across Texas.

Veteran's Day Car Show:

- Objective: work with Bastrop Area Cruisers to promote travel to the Veteran's Day weekend celebration.
- Target Audience: Texas travelers and car enthusiasts thru print/audio/digital/OOH/social.
- Print Ad Placement: full page color ads in AAA Texas
 Journey & Texas Highways; regional publications that
 inspire Texans to travel.
- Pandora Commercial: Streaming audio provides guaranteed ad exposure to audience segment.
 Pandora commercial targeted audience ages: 23-64 in ATX & HOUSTON (travelers and/or auto enthusiasts)
- Billboard (OOH): placement east and west of town increases awareness of event
- How are we reaching them? Print, Audio, Digital,
 OOH (out of home) & Social Media





Targeted Existing Events...(cont'd)

OOH | Billboard Placement (HWY 71)

- West Bound: open left hand read, large sized unit, 12.6 miles from Bastrop
- East Bound: right hand read, large sized unit, 4.4 miles from Bastrop





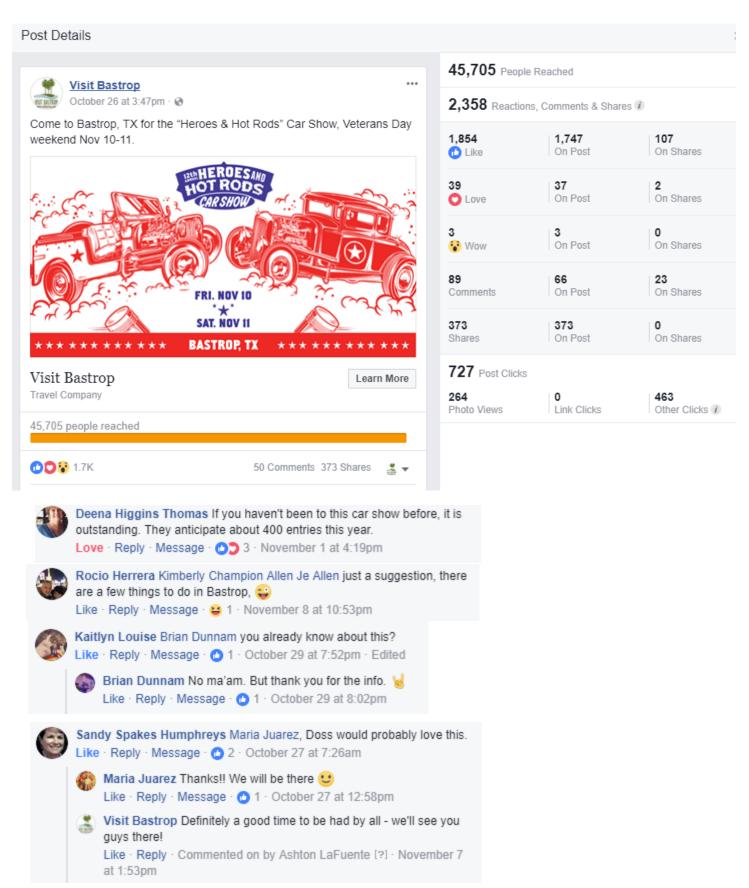
Print Ad Placement:

- Full Page Four Color (FP4C) Ads in regional publications that inspire Texans to travel.
- AAA Texas Journey: 85% of readers are inspired to visit destinations featured in the magazine.
- Texas Highways: 73% of readers visited Texas destinations as a result of reading the magazine.

	October				November				
	25	2	9	16	23	30	6	13	20
AAA Texas Journey									
Texas Highways									
Pandora									



PRE-EVENT WEB CLICK ADS—DRIVE TRAFFIC TO WEBSITE



Targeted Existing Events...(cont'd)

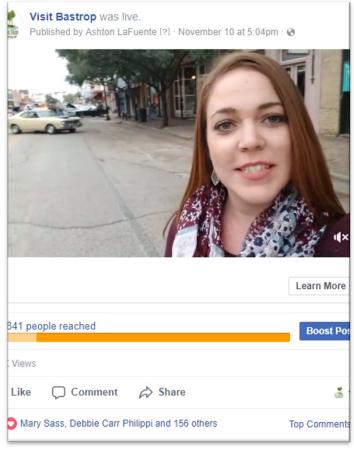
www.visitbastrop.com / previous website



During Event Live Coverage

Facebook live streaming of event gets 10X more comments, watched 3X longer than traditional videos.





Targeted Existing Events (cont'd)

Day-of Social Media Presence

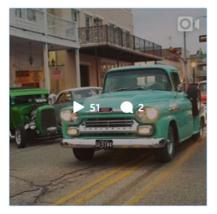






Visit Bastrop www.visitbastrop.com



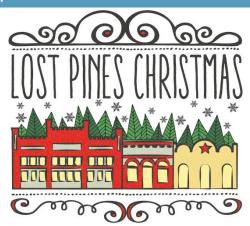




Targeted Existing Event (cont'd)

Lost Pines Christmas

- Partnering with The Main Street Program to promote travel to the Lost Pines Christmas celebration throughout the month of December.
- We will promote the overall event, calling special attention to the individual events.
- Efforts will include OOH, digital & social media.



New/Potential Events

Bastrop Music Festival | May 17—20, 2018

Featuring more than 30 bands and 40 shows, the Bastrop Music Festival takes center stage May 17—20, 2018, in historic Bastrop. The inaugural music festival includes performances by bands of numerous genres across the city, with a mixture of wristband only nighttime shows and free daytime events. This festival is produced by the Texas Music, a quarterly magazine owned by Open Sky Media. The festival will showcase music in a variety of intimate venues, such as Neighbor's Kitchen and Yard, the Kleinart Building at Viejo's Tacos y Tequila and Old Town Restaurant and Bar. Free daytime concerts, including shows for kids, will take place at additional Bastrop businesses and public spaced during the four day festival.

Austin Monthly

Full Page Ads: April & May | 50K ROS Ads: April & May | Facebook Post: May

San Antonio Magazine

Full Page Ads: March, April & May | 75K ROS Ads: April | From our partner exclusive: April | Facebook Post: May

Texas Music Magazine

Two-page spread (one for city, one for festival); Fall, Winter & Spring | Digital Advertising (website/social/e-blasts) | Editorial Content (4 pages)



Group Sales

(Conventions, Meetings, Sports, Motorcoach)

Mission

Our Group Sales efforts will primarily focus around two goals; 1) partner with the Hyatt to provide quality convention and meeting leads for them as well as providing off-site group event opportunities for Bastrop. 2) To provide a strong sales effort on behalf of the Bastrop Convention Center to attract groups utilizing room nights in our hotels. Another major effort will be to evaluate our potential for sports groups (youth and adult events). We will also represent all of Bastrop's other meeting venues and locations.

Situational Analysis

In regard to our two major priorities, since neither effort has previously been conducted, we will need some time to develop strategies and tactics to effectively sell and market to the convention and meeting segment. For the Hyatt, we will be a supplemental sales force to provide lead generation as well as support to help successfully close business on a case-by-case basis. Our goal is to encourage any group that we are involved with to include at least one event in Bastrop proper to elevate the economic impact potential of the Hyatt groups for our destination. In regard to the Convention Center, we will establish whether there is a market for our product and if that market warrants significant marketing and sales efforts. In essence, a major "discovery" process will be engaged.

Tradeshows & Industry Meetings							
Date	Conference/Tradeshow	Market Segment					
Nov 6-8	Connect Texas	Association					
Jan 7-10	Professional Convention Management Association	Corporate/Association					
Jan 23-25	Southwest Showcase	Corporate/Association					
Jan 30- Feb 1	Religious Conference Management Association	Religious					
Mar 6-8	Christian Meetings and Conventions Association	Religious					
Apr 12-13	Global Meetings Industry Day	Corporate					
Apr 22-25	National Association of Sports Commissions	Sports					
May 4-7	Military Reunion Network- Central States Roundtable	Military					
May TBD	Plan Your Meetings Austin	Corporate/Association					
Aug 18-21	American Society of Association Executives	Association					
Aug 23-25	Connect Marketplace	Association/Specialty					
Sep 16-18	Texas Society of Association Executives	Association					
Oct/TBD/18	Plan Your Meetings Houston	Corporate/Association					

Sales Marketing

Selling Bastrop as a meeting and event destination requires a multi-faceted approach that must be intentionally developed with a broad range of community involvement and a narrow focus on providing an unparalleled visitor experience unique to Bastrop, reflecting its' culture, heritage, and opportunity.

The first objective in selling Bastrop as a destination is creating the awareness that Bastrop exists and is ready and available for group business. By attending industry tradeshows and conferences, we will be meeting face to face with meeting and event planners across various market segments to inform them about Bastrop's various meeting and event facilities including the Convention & Exhibit Center, Hyatt Regency Lost Pines Resort, and the various limited service hotels and alternative meeting facilities throughout Bastrop and the surrounding area.

Sales Marketing (cont'd)

Despite previous marketing efforts for the area, without these face to face interactions a vital part of the conversation with meeting and event planners was missing. The previously listed industry tradeshows and conferences attract many of the top meeting professionals in their respective markets and represent millions of dollars a year in meeting business.

The Visit Bastrop sales staff will be active and visible at various community events and networking opportunities. This will increase local awareness of visitor impact to the community and allow us to connect with local professionals involved in various organizations and associations. We will seek to leverage these local contacts to prospect hosting their respective organization's events in Bastrop. Local support and representation is a key factor of meeting planners and decision makers when seeking a destination for their event.

In partnership with the Hospitality and Downtown Department, we will create a hospitality training program specific to the Bastrop area for front-line employees at hotels, restaurants, and local merchants. In partnership with local merchants and restaurants, we will seek to establish a "visitor rewards" program or "show your badge" program that will incentivize conference and event attendees to support the local community.

Buyer Education Tours (FAM Tours)

As interest in the destination grows from the marketing and sales efforts, Visit Bastrop will plan Buyer Education Tours or Familiarization (Fam) Tours. These will serve as opportunities for strategically invited meeting and event planners to experience a broad sampling of what Bastrop offers regarding lodging, meeting facilities, dining, entertainment, and recreation that attendees may experience when visiting Bastrop. For many destinations, these tours produce highly lucrative event bookings as well as provide us with new Brand Ambassadors in the meetings and events industry.

Convention & Exhibit Center

The Convention Center Staff, in cooperation with the Hospitality & Downtown Department and Visit Bastrop, has made many revisions to booking policies to make it easier for meetings and events to book. Any event seeking to book space beyond 18 months out must be approved by Visit Bastrop, so that preference is given to events that also use hotel room nights. Traditionally, convention and meeting planners book 2-4 years out, so this would ensure that the space is available when they are undergoing site selections. Further analysis is being conducted as to what type of groups can and will utilize the space so that potential business can be strategically targeted for the Center.

Special Events

Mission

Bastrop has several established special events that have been somewhat successful in the past with limited marketing support. Those include: Veteran's Day Car Show, Lost Pines Christmas Celebration, First Friday Art Walks, the Chamber's Fourth of July Celebration and some others. Our goal is to provide additional marketing support to see if attendance and direct spend can be increased.

Situational Analysis

In addition to elevating existing events to drive economic impact through increased attendance, Visit Bastrop will be looking to encourage additional special events, especially for periods that the destination needs additional impact regarding hotel occupancy and sales tax generation. Of particular interest will be events that can provide positive media exposure of our destination and/or economic development opportunities.

BYLAWS OF BASTROP TX DESTINATION MARKETING ORGANIZATION, INC. A TEXAS NONPROFIT CORPORATION

These bylaws (referred to as the "Bylaws") govern the affairs of the BASTROP TX DESTINATION MARKETING ORGANIZATION, a public instrumentality and a non-profit corporation (hereinafter referred to as the "Corporation") created under Section 351.101(c) of the Tax Code, Title 3, Chapter 351, Subchapter B, et seq., as amended (hereinafter referred to as the "Act").

ARTICLE I

These bylaws constitute the code of rules adopted by **BASTROP TX DESTINATION MARKETING ORGANIZATION, INC.** for the regulation and management of its affairs. The Corporation's principal office is located at (address TBD), Bastrop, Texas

ARTICLE II Purpose

The BASTROP, TEXAS DESTINATION MARKETING ORGANIZATION, Inc. shall be the primary brand advocate for the City of Bastrop by bringing groups together, through unity and representation, in order to leverage community assets and activities for the maximum benefit of the hospitality and the meeting, conference and event industries of Bastrop and the Lost Pines Region.

ARTICLE III Board of Directors

(1) Powers

The Board of Directors of the Corporation is vested with the management of the business and affairs of the Corporation, subject to the Texas Business Organizations Code, the Certificate of Formation, and these bylaws.

(2) Qualifications

- a. Directorship shall not be denied to any person on the basis of race, creed, sex, religion, or national origin.
- b. Employees of the Corporation, other than the CEO, are ineligible to serve on the Board of Directors.
- c. The Board of Directors shall consider an individual's experience, accomplishments, and education background in appointing Directors to

the Board to ensure that the interest and concerns of all segments of the community are considered.

- d. Each Director shall have at least one (1) of the following qualifications:
 - i. Experience in management or in an executive capacity.
 - ii. Experience in evaluation of financial and business records and projections.
 - iii. Education, training, or experience useful to the Corporation's purposes.

(3) Number of Directors

The Board of Directors will consist of eleven to thirteen Directors.

(4) Composition of the Board

A voting member of the Board of Directors shall represent one of the following community assets and activities:

- 1. Arts
- 2. History
- 3. Hotels/Lodging
- 4. Restaurant
- 5. Retail
- 6. Sports
- 7. Outdoors/Recreation
- 8. The Hyatt Regency Lost Pines Resort and Spa
- 9. Nightlife/Entertainment
- 10. Venues/Special Events
- 11.1 to 3 At-Large seats to represent other community assets and activities as the Board may find advantageous to its governance

(5) Term of Directors

Directors shall serve terms of three years. A Director may succeed him or herself for only one consecutive term. After serving two consecutive terms, a Director must vacate his or her position for at least one year before being re-elected to another term.

(6) Staggered Terms

There shall be staggered terms of office for the directors so that one-third of the directorships shall be up for election each year. Initially, one-third of the directors shall be elected for a one-year term, one-third for a two-year term and one-third for a three-year term. Initial directors serving less than a full three-year term as their initial term (i.e., directors who draw a one-year term or two-year term), shall be considered to have served a full three-year term for purposes of the limits on more than two successive terms.

(7) Election of Directors

Elections for Directors filling expired terms shall be held at the meeting prior to the final meeting of the fiscal year. A Nominating Committee appointed by the Chair will develop a list of candidates.

The Nominating Committee shall solicit each of the industries and interest identified in the Composition of the Board section for a list of qualified candidates for that area of interest. The Nominating Committee shall provide the Chair with the list of qualified candidates. The Chair shall put forth each candidate's name to the Board of Directors for a vote.

The election of Directors shall be by majority vote of the Board of Directors attending the meeting. When a re-appointment or replacement is made, the reappointment or replacement shall be considered effective on the date that the prior term expired (i.e., the new term does not begin on the date of the election).

(8) Resignation

Any Director may resign at any time by delivering written notice to the Secretary or Chair of the Board of Directors. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(9) Removal

Any Director may be removed for actions that are not in the best interest of the corporation, and its businesses and residents, at any time, by a two-thirds majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose.

Any Director under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

Any Director that misses three consecutive meetings without good cause, will be considered to have resigned, effective at the conclusion of the third meeting. At the next meeting of the Board at which a quorum is present, the Board by majority vote can reinstate the Director.

(10) Vacancies

Vacancies shall be filled by majority vote of the remaining members of the Board of Directors and the Director filling the vacancy shall serve for the remainder of the term that was vacated. Vacancies shall be filled as soon as practical. Any Director may make nominations to fill vacant directorships.

(11) Compensation

Directors shall not receive any salaries or other compensation for their services, but, by resolution of the Board of Directors, may be reimbursed for any actual expenses incurred in the performance of their duties for the Corporation, as long as a majority of disinterested Directors approve the reimbursement. The Corporation shall not loan money or property to, or guarantee the obligation of, any Director or any entity in which a director has a "financial or personal interest" as defined in Article III (12) below.

(12) Disclosure of Conflicts of Interest

Whenever a director or officer or a family member of a director or officer has a financial or personal interest in any matter coming before the Board of Directors, such Director or officer shall (a) fully disclose the nature of the interest, and (b) withdraw from voting on the matter. Any matter before the board for which a director or officer has indicated a potential conflict of interest will be approved only when a majority of disinterested directors determine in good faith and with ordinary care that it is in the best interests of the Corporation to do so. The minutes of the meeting at which such votes are taken shall record the director or officer's disclosure of a conflict of interest, their abstention from voting, and the Board of Director's rationale for approving the matter. For purposes of this provision, the term "financial or personal interest" shall include, besides personal interest, interest as director, officer, member, stockholder, shareholder, partner, manager, trustee or beneficiary of any corporation, association, trust, partnership, limited liability entity, firm, or other entity other than the Corporation. For purposes of this provision, the term "family member" means the spouse, parent, child, spouse of a child, brother, sister, or spouse of a brother or sister.

(13) Gifts

The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

(14) Ex-Officio Members

A majority of the Board may appoint ex-officio members of the Board.

This type of membership shall consist of partners with an interest or impact in the branding, marketing, and sales of Bastrop and its region.

Ex-Officio members are non-voting members and his or her participation shall not count towards a quorum.

ARTICLE IV Committees

(1) Executive Committee

The officers of the Board of Directors and the President/CEO of the Corporation constitute the Executive Committee. The President/CEO is an ex-officio member. The Executive Committee shall act for and on behalf of the Board of Directors when the Board is not in session but shall be accountable to the Board for its actions. The Executive Committee may exercise all the powers and authority of the Board between meetings except the following: to alter or amend the Articles of Incorporation or these Bylaws; to approve any action requiring, under the laws of the State of Texas, the approval of the full board; or to fill vacancies on the Board.

(2) Standing Committees & Task Forces

Standing Committees of the Board shall include, but not be limited to, Nominating and Budget & Finance. All Standing Committees shall be made up of no less than a supermajority of board members. The Chair, with the approval of the Board of Directors, shall appoint all Standing Committees and committee Chairs.

Task Forces, designed to analyze and research issues on behalf of the board, may be created and dissolved as needed. The Chair, with the approval of the Board of Directors, shall appoint all Task Forces.

(3) Advisory Committees

Advisory Committees and Task Forces may be created as deemed necessary to assist the Board in carrying out the mission of the corporation. Membership in Advisory Committees shall be made up of no less than a supermajority of non-board members. The Executive Director, with the approval of the Board of Directors, shall establish Advisory Committees as needed when additional counsel from the corporation's stakeholders is desired.

ARTICLE V Board Meetings

(1) Meeting of Directors

a. The Board shall annually set regular meeting dates and times at such place or places and time in the corporate city limits as the Board may determine; provided, however, in the absence of any such determination

by the Board or in the event of a conflict, the Board chair shall select a reasonable place in which to hold the meeting.

- b. The Board shall meet no less than six times a year.
- c. The annual meeting of the Board shall be held at a date and time determined by the chair.
- d. The chair in consultation with the vice-chair and President/CEO may call a special meeting of the Board.
- e. A majority of the Board may call a special meeting of the Board.
- f. Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause.
- g. Any Director may request an item be placed on the agenda by delivering the same in writing to the President/CEO no later than ten (10) days prior to the date of the Board meeting.

(2) Open Meetings Act

All meetings and deliberations of the Board shall be called, convened, held and conducted, in accordance with the requirements of the Texas Open Meetings Act.

(3) Notice of Board Meetings

Notice of the date, time, and place of Regular Meetings shall be given to each board member by regular mail, telephone (including voice mail), facsimile, or email no less than five (5) days prior to the meeting. Notice of the date, time, and place of special meetings shall be given to each board member using the same methods, but with no less than 3 days' notice prior to the meeting, with the exception of special meetings held to amend the Certificate of Formation or bylaws, for which a fifteen (15) day written notice by mail or e-mail shall be required specifying the proposed amendment.

(4) Waiver of Notice

Attendance by a Director at any meeting of the Board of Directors for which the Director did not receive the required notice will constitute a waiver of notice of such meeting unless the Director objects at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

(5) Quorum

A majority of the incumbent Directors shall constitute a quorum for the purposes of convening a meeting or conducting business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board unless a greater number is required by the Certificate of Formation or by any provision of these bylaws.

(6) Proxy Voting

Proxy voting is not permitted.

(7) Conduct of Business

- a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.
- b. At all meetings of the Board, the chair shall preside and, in the absence of the chair, in the order of availability, the vice-chair, the treasurer or the secretary shall exercise the powers of the chair.

(8) Committees of the Board

The Board may constitute from time to time committees of the Board that are deemed necessary or appropriate. No such committee shall have independent authority to act for or in the stead of the Board.

ARTICLE VI Officers

(1) Roster of Officers

The Corporation shall have a Chair, Vice-Chair, Secretary, and Treasurer. The Corporation may have, at the discretion of the Board of Directors, such other officers as may be appointed by the Directors. One person may hold two or more offices, except those serving as Chair or Vice Chair.

(2) Election of Officers

All officers shall be elected to a one-year term. The nominating committee shall nominate candidates to present to the Board. The election shall be conducted in the fourth quarter of the fiscal year and following the election of the new Directors filling expired terms, or as soon as practical thereafter. Officers shall remain in office until their successors have been selected. Officers are limited to two (2) consecutive terms which may be extended to three (3) terms by a two-thirds

majority vote of Directors at a meeting where a quorum exists. The election of officers shall be by majority vote of the Board of Directors attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Board of Directors shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote.

(4) Chair

- a. The Chair will act as the principal officer of the Corporation and will supervise and control the affairs of the Corporation and shall exercise such supervisory powers as may be approved by the Board.
- b. The Chair will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Board. The Chair shall preside at all board meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.
- c. The Chair shall serve as an ex-officio member of all standing committees, unless otherwise provided by the Board or these bylaws.
- d. The Chair shall, with the advice of the Board and in accordance with the requirements of these bylaws, set the agenda for each meeting of the Board of Directors.

(5) Vice Chair

- a. The Vice Chair shall act in place of the Chair in the event of the Chair's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- b. The Vice Chair shall serve as the parliamentarian and advise the Chair on the proper conduct of meetings as required.

(6) Secretary

- a. The Secretary will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws.
- b. The Secretary shall attest to and keep the bylaws and other legal records of the Corporation, or copies thereof, at the principal office of the Corporation.
- c. The Secretary shall take or ensure that someone takes minutes of all meetings of the committees and Board of Directors, and shall keep copies of all minutes at the principal office of the Corporation.
- d. The Secretary shall keep a record of the names and addresses of the Directors at the principal office of the Corporation.
- e. The Secretary shall, with the approval of the Board of Directors, set up procedures for any elections held by the Corporation. The Secretary shall keep a record of all votes cast in such elections.

- f. The Secretary shall ensure that all records of the Corporation, minutes of all official meetings, and records of all votes, are made available for inspection by any member of the Board of Directors at the principal office of the Corporation during regular business hours.
- g. The Secretary shall see that all notices are duly given in accordance with these bylaws or as required by law.
- h. The Secretary shall see that all books, reports, statements, certificates, and other documents and records of the Corporation are properly kept and filed with copies maintained at the principal office.
- i. In the case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to fulfill the duties of Secretary, the Vice Chair shall perform the functions of the Secretary.

(7) Treasurer

- a. The Treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation.
- b. The Treasurer will ensure the books of account are open to inspection by any Director(s) at all reasonable times.
- c. The Treasurer will ensure a financial statement and report of financial affairs of the Corporation is provided to the Board at meetings.
- d. The Treasurer shall keep, or cause to be kept, all financing records, books, and annual reports of the financial activities of the Corporation at the principal office of the Corporation and make them available at the request of any Director.
- e. Such office may be combined with that of Secretary or Vice Chair.

(8) Assistant Secretaries and Assistant Treasures

The Board may appoint assistant secretaries and assistant treasurers as it may consider desirable, who shall in general perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the Chair or the Board. The assistant secretaries and assistant treasurers need not necessarily be Directors.

ARTICLE VII Rules of Procedure

Robert's Rules of Parliamentary Procedure shall govern the proceeding and business of the Board of Directors unless otherwise provided herein.

ARTICLE VIII

Corporate Employees

(1) Number

The sole employee of the Corporation responsible to the Board of Directors shall be known as the President/CEO. Unless otherwise directed, the President/CEO shall attend all meetings of the Board. The President/CEO shall not be entitled to voting privileges at any of the aforesaid meetings. All other employees of the Corporation shall report to the President/CEO, who is hereby empowered to hire and fire employees as necessary to fulfill the objectives and purposes of the Corporation in accordance with the wishes of the Board.

(2) Discharge of President/CEO

The President/CEO may be discharged, with or without cause, by a vote of a two-thirds majority of all voting Directors and in accordance with the terms of his or her employment contract with the Corporation. A replacement may then be appointed by a vote of the majority of all voting Directors.

(3) Executive Director

- a. The Board shall employ an Executive Director, who shall be the Chief Executive Officer of the Corporation and who shall serve at the will and pleasure of the Board.
- b. The Executive Director shall have responsibility for all day-to-day activities of the Corporation, and shall be responsible for all applicable administrative requirements of its Articles of Incorporation, these Bylaws, and the Act.
- The Executive Director may have a staff to assist in the carrying out of his responsibilities.
- d. The Board shall develop a job description for the Executive Director position, a performance review schedule and criteria for review, and shall review the performance of the Executive Director based upon the schedule and criteria.
- e. The Executive Director and staff shall be required to follow all other current Personnel Policies of the City of Bastrop, and for such purposes, the Executive Director shall be under the same provisions as those for the City Manager.

ARTICLE IX Operations and Fiscal Management

(1) Execution of Documents

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation shall be signed and executed by the Chair or President/CEO (or such other person designated by the Board of Directors), pursuant to the general authorization of the Board. All conveyances of land or mineral interests by deed shall be signed by the Chair or President/CEO or two other members of the Executive Committee as defined in Article IV and must be approved by the Board of Directors. A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one Officer.

(2) Disbursement of Funds

Upon approval of the budget, the President/CEO is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursement shall be by check with signature of either two of the following: Chair, Vice Chair, Secretary, Treasurer, President/CEO, or other board members designated as signatures on the account, or by check under such guidelines set by the board in accordance with the policy on office and financial procedures adopted by the Board or as may be amended from time to time.

Notwithstanding the above, all checks of more than \$1500 disbursing funds from any of the Corporation's accounts shall require the signatures of at least two of the following: Chair, Vice Chair, Secretary, Treasurer or President/CEO.

(3) Books, Records and Accounts

The Corporation under the direction of the Finance Committee will keep correct and complete financial records and will also keep minutes of the proceedings of the Board meetings and Committees. The books shall be kept with detailed accounts, in chronological order, or receipts, expenditures, and other transactions of the Corporation.

(4) Inspection of Books and Records

All books and records of this Corporation may be inspected by any Director for any purpose at any reasonable time on written demand.

(5) Amendments

The Board of Directors may adopt amendments to the Certificate of Formation by a vote of two-thirds of Directors present at a meeting where a quorum is present. The bylaws may be amended at any time by a vote of two/thirds of Directors at a meeting where a quorum is present.

(6) Fiscal Year

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

(7) Audit

Thirty (30) days prior to the close of each fiscal year, the books and records of the Corporation shall be audited or reviewed by and independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards.

(8) Notices

Whenever, under provision of these By-laws, notice is required to be given to any Director or Officer it shall not be construed to mean personal notice, but such notice shall be given in writing by mail as shown upon the books of the Corporation, via electronic mail, and/or posted on a designated web site to each Director or Officer at their address as they appear upon the books of the Corporation, or any other known address to such Director or Officer and such notice shall be deemed to be given at the time the same shall be thus mailed, sent or displayed on the designated website. Any Director or Officer may waive any notice required to be given under these By-Laws.

(9) Severability

In the event that any part of provision of these By-laws shall be adjudged unlawful or unenforceable under Texas law; the remainder of the Bylaws shall nonetheless survive and remain in full force and effect.

ARTICLE X

Insurance for and Indemnification of Directors and Officers

(1) Insurance

The Corporation shall maintain insurance coverage that satisfies all requirements of Bastrop, Texas statutory or decisional law for Directors of a corporation that is exempt from federal tax under Section 501(c) (6) of the Internal Revenue Code

of 1986, as amended, so that the Corporation's Directors are not personally liable for damages that are the result of the acts or omissions of the Corporation's Directors in providing services or performing duties on behalf of the Corporation. Nevertheless, a Director shall be liable for damages in any suit in which it is found that the Director acted with malice or gross negligence, to the extent that judgment for damages exceeds the Corporation's insurance coverage.

(2) Indemnification

The Corporation shall indemnify and hold harmless each of its Directors and Officers or his estate against any and all expenses and liabilities, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding, civil criminal, administrative, or investigative action, in which he is made a party by reason of his being or having been a Director or Officer of the Corporation (whether or not a Director or Officer at the time such expenses and liabilities are imposed or incurred by him), except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for willful misconduct, gross neglect of duties or criminal acts in the performance of his duties as such Director or Officer. In the event of settlement of such action, suit or proceeding without adjudication, indemnity shall include reimbursement of amounts paid in settlement and expenses actually and necessarily incurred, including attorneys' fees, by such Director or Officer in connection therewith, but such indemnification shall be provided only if the Corporation is advised by its counsel that it is the opinion of such counsel that

- a. Such settlement is for the best interest of the Corporation; and
- b. The Director or Officer conducted him or herself in good faith and reasonably believed that this conduct was in the best interest of the Corporation and, with respect to a criminal proceeding, the Director or Officer had no reasonable cause to believe his action was unlawful. Such right of indemnification shall not be deemed exclusive of any other right, or rights, to which the Director or Officer may be entitled under By-laws, agreement or otherwise.

(3) Right to Reimburse Witness

Nothing in this section shall limit the Corporation's power to pay or reimburse expenses incurred by a Director or Officer in connection with his appearance as a witness in proceeding when he has not been named a defendant or respondent in the proceeding.

ARTICLE XI Dissolution

(1) Dissolution

Upon the dissolution of the Corporation's affairs, or upon the abandonment of the Corporation's activities due to its impracticable or inexpedient nature, all of the assets of the Corporation then remaining in the hands or possession of the Corporation shall be distributed, transferred, conveyed, delivered and paid over as follows:

- a. Every liability and obligation of the Corporation shall be paid and discharged or adequate provision of payment and discharge shall be made.
- b. Assets held by the Corporation subject to legally valid requirements for their return, transfer, or conveyance on dissolution or forfeiture shall be disposed of in accordance with these requirements.

ARTICLE XII <u>Miscellaneous Provisions</u>

(1) Principal Office

- a. The principal office of the Corporation shall be located at (TBD) ,Bastrop, Texas.
- b. The Corporation shall have and shall continually designate a registered agent at its Registered Office, as required by the Act.

(2) Surety Bonds

The chair, vice-chair, and treasurer of the Board shall be given an official bond in the sum of not less than One Hundred Thousand and no/100 Dollars (\$100,000). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the State. The premiums shall be paid by the Corporation. A copy of each officer's bond shall be filed with the Secretary of State.

(3) Legal Construction

These Bylaws shall be construed in accordance with the laws of the State of Texas.

ARTICLE XIII Effective Date and Approval

(1) Effective Date

These Bylaws shall become effective upon the occurrence of the following events:

a. the adoption of these Bylaws by the Board

CERTIFICATION

	•	ere adopted by the ORGANIZATION,			
		Chair			
		Vice Chair	 		
		Secretary		 	

Overview of Significant Components of City's Contract with Visit Bastrop Item 2A — June 14, 2018 Joint Workshop



Council's Purpose of Visit Bastrop

- Provide "brand" marketing for Bastrop as a destination,
- To serve as the primary brand advocate, and
- To better utilize existing facilities.



Council's Requirements of Visit Bastrop

- Provide "global" oversight of Bastrop's visitor assets and activities to provide a level of unity and representation to maximize Bastrop's brand potential.
- Ensure each "community asset" is represented in a way that there is equal representation and seek input from each "community asset" group.

Council's Broad Definition of Community Assets

- Arts
- History
- Hotels
- Restaurants
- Retail
- Sports

- Outdoors
- Recreation
- Hyatt
- Nightlife
- Entertainment
- Film



- Attract leisure visitors to the City and its vicinity,
- Attract and secure meetings, events, retreats, and conventions to the City and its vicinity,
- Serve as a liaison to local businesses (including hoteliers, restauranteurs, and other similar entities).



- Create annual Business Plan to achieve scope of services
- Utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in DMO industry, as specified in Business Plan,
- Provide marketing and imaging campaigns for City's tourism
 and convention industry, as specified in Business Plan,

- Inform and partner with the City regarding high-profile or significant recruitment/attraction efforts,
- Provide in appropriate detail reports listing Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing services in implementation of business plan,



Provide expertise in destination management in conjunction with City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

Visit Bastrop Business Plan

- Shall prepare a business plan and proposed budget, in appropriate detail, how funding provided by City will be spent by September 1st.
- Shall be presented publicly at 2nd Council meeting in September.
 - Incorporates into City Contract upon approval by VB Board.

Visit Bastrop Business Plan

- Shall establish "performance targets" to evaluate performance of the business plan.
- Shall include "revenue enhancements" potential funding sources of additional non-HOT revenues.



Visit Bastrop Reporting Requirements

- Provide in appropriate detail its progress in implementing business plan including monthly and annual written reports similar to Albuquerque, NM report — Exhibit C of contract,
- Monthly presentations at a regularly scheduled council meeting that address contract scope of service,



Visit Bastrop Reporting Requirements

Maintain reasonable levels of communication with City
Manager, Finance Department, and other designated
departments to ensure coordination of Visit Bastrop's efforts
to implement business plan.



Visit Bastrop Reporting Requirements

• Participate in annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year.



Visit Bastrop Contract Term & Funding Agreement

- Five year term of October 1, 2017 September 30, 2022.
- Receive 50% of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's debt secured by HOT.
- FY 2018 funding is \$1,441,000.



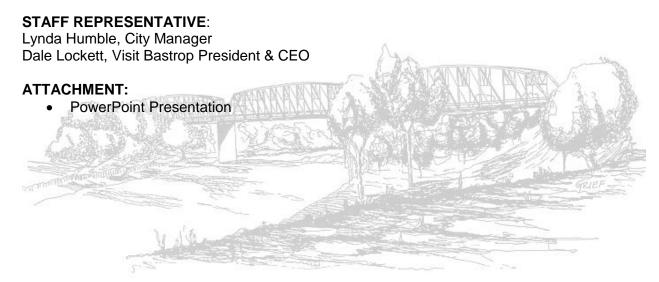


STAFF REPORT

MEETING DATE: June 14, 2018 AGENDA ITEM: 2B

TITLE:

Hold discussion regarding FY 2018 Contract Performance, establish future goals and objectives for FY 2019 and beyond, provide update on current Visit Bastrop activities such as the hiring process for a new Executive Director, the Branding initiative, adoption of a Strategic Plan, and other organizational items.





City of Bastrop – City Council

Visit Bastrop – Board of Directors

Joint Work Session

June 14, 2018

Item 2B

To begin the process of delivering 2.2 A-F Scope of Services, Visit Bastrop had to become organizationally built and structured which involved the following efforts:

During the first two months, an organizational structure was put in place to set direction and manage business operations.

- Incorporated Visit Bastrop and established not-for-profit status
- Converted "start-up Board" to full Board of Directors representing contractually required industry segments
- Adopted Vision and Mission, developed the FY 2018 Sales and Marketing Business Plan
- Submitted first annual budget to the Board for approval
- Hired staff and set up offices

- Hired CFO by Design to handle finances and set policies, procedures and controls
- Formed Board subcommittees Executive Committee, Finance Committee,
 Board Nominating Committee and Marketing Committee
- Opened bank account along with bill payment processing system
- Secured visitbastrop.com URL
- Hired a third-party developer (Simpleview) to develop a robust visitor-centric website with calendar of events ranking high on search engines along with support for stakeholders and sales efforts
- Re-established relationship with Proof Advertising to obtain ownership of all previous Bastrop Marketing Corporation assets and focus Proof on development of advertising campaigns for upcoming selected events

Soon after formation, the City of Bastrop and the DMO Board adopted documents relevant to the structure of the organization. These documents outlined the terms and responsibilities between the DMO and the City of Bastrop, board composition, strategic planning and marketing objectives, among others.

- Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop
- Agreement for Provision of Administrative and Shared Services between the City of Bastrop and the Bastrop Destination Marketing Organization
- Bylaws of Bastrop TX Destination Marketing Organization, Inc. a Texas Nonprofit Corporation
- Started development of a 2018 2020 Strategic Plan for the Board of Visit Bastrop, Inc. (currently delayed to enable new President to provide input)
- Sales and Marketing Business Plan FY 2018

2.2 A-F Scope of Services Overview

The first year has been focused on setting baselines for our marketing efforts. Upon formation and staffing up, the DMO immediately began marketing upcoming events and building an inventory of photography and data to support ongoing promotions. The DMO also built its online presence. The following activities and efforts impact our contracted Scope of Services A-F deliverables:

- Heroes and Hotrods Car Show promoted event with billboards, print ads in AAA Texas
 Magazine and Texas Highways Magazine, and targeted radio, which helped drive the highest
 number of vehicle exhibitors on record and the best ever weekend traffic to the downtown
 restaurants.
- Lost Pines Christmas Celebration promoted event with billboards, television coverage on KVUE's "My Hometown" feature, including an on-site interview with the Mayor & live broadcast from Hyatt Regency Lost Pines, and live social media feeds, supporting a 22% increase in hotel occupancy in December.

2.2 A-F Scope of Services (continued)

- Downtown Ugly Sweater Pub Crawl/Downtown Cookie Crawl promoted events with social media coverage
- Small Business Revolution created significant social media presence, supported the movement and watched for trends. Promoted with paid social media exposure and activated partners to get the message out.
- Tough Mudder partnered with Bastrop County to promote the destination to over 8,000 participants and spectators. We also had a presence on the Tough Mudder web site, including promotion of Bastrop hotels, along with a two-page overview of the destination highlighting outdoor activities, shopping, dining, and special deals for race participants. Staff supported these efforts on site throughout the event.
- Travel and Tourism Week partnered with Bastrop County to host a celebration of National Travel and Tourism Week at the Opera House on May 10.

2-2 A-F Scope of Services (continued)

Bastrop Music Festival – partnered with Texas Music Magazine to produce the first music festival; planned promotions and ad buys for the May 2018 event. Promoted the inaugural event through billboards, radio, gas pump ads, postcards, print ads in San Antonio Magazine, Austin Monthly Magazine, and Texas Music Magazine, along with signs, banners, social media exposure, press releases/media advisories, mass communications, and general word of mouth. Signs and banners placed along Main Street and Chestnut, as well as at the Chamber of Commerce, Museum and Visitor's Center and ABRI Gallery helped raise local awareness of the event. The DMO marketing manager launched a successful ticket giveaway contest on social media that generated interest and increased awareness. Promotional efforts were lined up to run in-sync with Texas Music Magazine's promotion of the festival, with a large push in the month leading up to the event. Staff provided support on site during the music festival.

2-2 A-F Scope of Services (continued)

- Patriotic Festival partnered with the Chamber of Commerce and promoted the event through billboards, gas pump ads, social media exposure, press releases, and mass communication.
- Networking attended training and networking events such as TTIA and TACVB to establish an identity in the industry as the new DMO for Bastrop.
- Visitor's Center meet and greet with volunteers, web site extranet, and visitor data collection
- Retailer Meetings met with downtown merchants to discuss business trends and customer traffic
- Chamber of Commerce represented the DMO at monthly lunch meetings
- BEST Breakfast represented the Bastrop and the DMO at monthly meetings

2-2 A-F Scope of Services (continued)

- Community Partners Monthly Meetings represent the DMO with BISD, BEDC, Main Street,
 City, Chamber, Convention Center, Visitor Center and Museum
- BEDC Coffee Chats represent the destination and support BEDC efforts
- Convention Sales initiated efforts to generate leads for events at the convention center and support meeting bookings at the Hyatt and other locations. Year-to-date, we have booked 1,044 room nights at the Hyatt (mainly assist bookings) and 330 room nights in our other hotels with no room nights generated from the convention center. The entire concept of convention sales is currently being reviewed. Tradeshow sales activities include:
 - Christian Meetings Annual Showcase
 - Religious Conference Managers Association
 - PCMA Convening Leaders Conference
 - Southwest Showcase
 - Connect Texas

2-2 A-F Scope of Services (continued)

- Social Media --the DMO's social media presence surged in January and all platforms continue to gain followers. The web site is performing above the industry average in engagement and continues to see a steady increase in organic traffic
- Website We've has 23,101 visits to our website. 225 of visitors were returning, 78% were new. A Total of 56,878 pageviews have occurred on the website. Mobile is the most popular medium by which users access our site, 54% of all sessions. Desktop accounts for 39% and 7 % on tablets.
- Facebook 44,551 fans currently
- Instagram increase in followers to 487
- Twitter increase in followers to 550

2-2 A-F Scope of Services (continued)

General Promotions

- Promoted outdoor recreation and other River experiences that are accessible just off
 Main Street as a unique destination offering
- Promoted local golf courses and other recreational assets in the community such as Lost Pines State Park, Bastrop Lake, Zip Lost Pines, Pine Forest Golf Club, Hero Water Sports, McKinney Roughs
- Promoted Hyatt Regency Lost Pines Resort identity with Bastrop using their unique horseback riding, shooting, river activity, golf and spa opportunities
- Visited Copper Shot Distillery "Pickin on the Porch" and took video for social media exposure
- Provided general promotion and social media coverage of Bastrop as a whole including our unique differentiator of Main Street and the Crossing

2.3 A – C Business Plan

- The FY 2018 Business Plan was developed by the staff and Board of Directors and was
 presented and approved by Council as required by the dates specified. This document
 provides the guidance to Visit Bastrop staff regarding sales and marketing objectives and
 establishing a first-year baseline for deliverables in future years
- Business Plan Performance targets, including revenue enhancement plans, will be developed for the FY 2019 Business Plan
- Visit Bastrop provides a monthly status report to City Council and meets all other reporting requirements
- 2.4 Utilization of City-Owned Facilities Visit Bastrop appreciates the ability to utilize City-owned facilities and the overall cooperation of the City regarding special events and activities.
- 2.5 Board of Directors Visit Bastrop is in compliance
- 2.6 Accreditation this is a four-year effort that will begin in Fiscal year 2019.

Forecast FY 2018 - 2019

October 1, 2018 will kick off Visit Bastrop's second fiscal year and will wrap up the first full year of operations. As we move forward to the next level of activity, staff will be working on key projects, continuing marketing baseline efforts set during the first year, and fulfilling ongoing requirements as identified in the agreement with the City.

- Destination Brand the DMO's brand will be established and staff will be rolling it out as part of our promotions for the new year
- Strategic Plan staff will work with the Board to map out a revised strategic plan including feedback received in the first year of operations
- HOT Funding Restructure implement a process to screen applicants for HOT funding support per requirements outlined by the City
- Hospitality Training share cost of online customer service training with BEDC through Cygnet Strategies platform
- Advertising Agency send out an RFP for professional design and advertising services for the new fiscal year
- Business Plan staff will present the revised Sales and Marketing Business Plan for delivery of services for the new fiscal year with performance targets for execution of the plan

Forecast FY 2018 - 2019

- Budget the new fiscal year budget as adopted in September will be underway
- Event Promotion continue promoting known events, while seeking opportunities to develop new events to enhance the draw for visitors
- Leisure Marketing continue leisure marketing efforts with advertising, digital and social media promotions, visitors guide and print collateral, and general public relations to elevate Bastrop and the vicinity as a desirable destination
- Meetings and Conventions goal is to have finished evaluation of Visit Bastrop's efforts in this segment and to have a decision made that is agreeable to the City regarding meeting sales efforts
- Trends and Research maintain an awareness of economic trends, growth sectors, and regional competitive strengths and weaknesses to support strategic decisions to attract leisure visitors, meetings, events, retreats and conventions
- Business and Government Liaison explore methods to interact with local businesses and
 City departments to get feedback for better communications and partnerships
- Forecasting assist in producing the five-year forecast and adopted budget appropriation for HOT revenue

Hiring Process – Executive Director

Executive Director Search

Nicole Newman with Searchwide to oversee search for Visit Bastrop Executive Director on the following timeline:

- Needs Assessment Interviews May 16 17
- Develop Position Description and Marketing Plan Week of May 21
- Prospecting / Qualifying Candidates May 21 June 29
- Review Candidate List with Search Committee Week of July 2 or July 9
- SearchWide™ Interviewing / Reference July 9 20 and Background Check
- Seven to eight candidates will be presented; Board will likely choose two to three candidates to interview





PROPOSED WORK PLAN

<u>Completion Date</u>

Needs Assessment Interviews

May 16 - 17

Prior to beginning the search, we will complete a detailed needs assessment in order to fully understand the role that the new executive will be expected to play. This includes face to face meetings with key stakeholders and staff. Detailed list to be established by the committee and SearchWide.

Develop Position Description and Marketing Plan

Week of May 21

After the Needs Assessment, we will create a detailed position description / organization overview (incorporating your document) that will also act as an important sales and marketing tool. This will require final approval by the search committee.

Prospecting / Qualifying Candidates (Weekly updates provided on candidate activity)

May 21 – June 29

SearchWide takes a targeted approach to marketing the position and sourcing candidates. We use our strong relationships (inside and outside the industry), solid processes, a robust database, and industry expertise to provide your organization with only the best and brightest candidates.

Review Candidate List with Search Committee

Week of July 2 or July 9

This will be a summary of the top 10 - 12 candidates. We will review this list with the committee in order to select the top five or six candidates for the committee to interview.



SearchWide™ Interviewing / Reference and Background Checking / Testing

July 9 - 20

Once we have all agreed on the five or six finalists and they have been thoroughly interviewed by SearchWide, we will complete the following steps:

- Check references. We will talk to two previous supervisors, two previous direct reports, and two
 additional professional references.
- Conduct a background check that covers federal, county and state criminal history, pre-employment credit, and driving and education verification.
- Have candidates undergo the DiSC assessment.

Final Candidate Information Delivered

Week of July 23

To prepare for the final interviews, the collected background data, references, resume and DiSC profile for each finalist will be compiled onto an iPad and shipped to you.

Search Committee Interviews

Week of July 23

SearchWide™ will coordinate and facilitate all of the logistics for these face to face interviews. If five candidates will be interviewed, a suggested format might be as follows:



Search Committee Second Interviews

Week of July 30

This will be for the finalist(s) and should include a meal with the committee. We would recommend inviting significant others for this second interview. This is also an appropriate time to include other stakeholders in the process if needed.

Offer and Negotiation

Week of July 30

Our interaction with your organization and the placed candidate does not stop when the search is closed. We stay in close contact on a quarterly basis to ensure that all parties remain satisfied and productive.

Selection and Appointment

Branding Initiative

Contractor - Augustine

Status – Phase 1: Research and Discovery

- April 5, 2018 Kick off meeting with Marketing Committee;
- End of April Phase 1: Research and Discovery begins
- April 30, 2018 Draft survey presented to Visit Bastrop for review; Survey questions reviewed and feedback provided
- May 4, 2018 Survey launched
- May 21, 2018 Survey provided to residents
- June 12, 2018 Survey closes; Augustine begins evaluating data gathered from survey
- June 21 25, 2018 Interviews with key stakeholders



Augustine

Timeline/ Flowchart

Project Work Plan	lan Month 1 Month 2 Month 3			Month 4												
	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4
Phase I: Brand Analysis and Discovery																
In-market discovery																
Discovery meeting																
Review secondary research																
Brand audit																
Discovery/research review and analysis																
Executive summary presentation																
SWOT Analysis																
Recommended brand platform																
Brand identity creative brief																
Phase II: Brand Identity Development																
Brand Positioning and Taglines Development																
Logo Development																
Brand Identity Presentation and revisions																
Phase III: Brand Standards Guide																
Brand Standards Guide Development																
Presentation of Brand Standards Guide																









STAFF REPORT

MEETING DATE: June 14, 2018 AGENDA ITEM: 2C

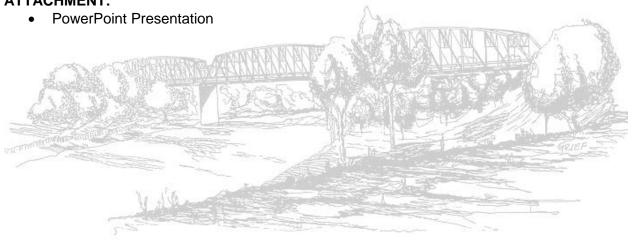
TITLE:

Receive Presentation on Visit Bastrop Monthly Report - "HOT Report 101" to educate the Council on the elements of the monthly report.

STAFF REPRESENTATIVE:

Dale Lockett, Visit Bastrop President & CEO

ATTACHMENT:





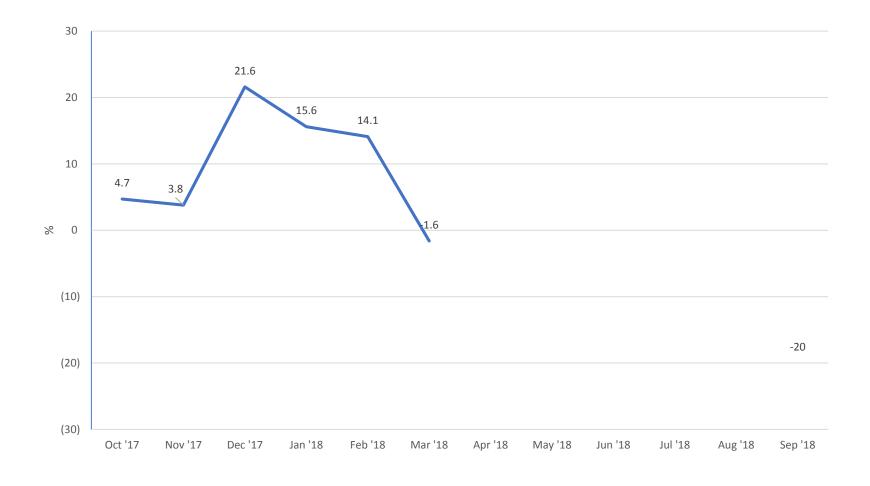
Visit Bastrop
President's Report
April 2018



	Lodging Industry Report											
			Marc	ch '18					Calendar `	Year to I	Date	
	Осс	%CH Occ	ADR	% Ch	% CH	% CH			% Char	nge from	YTD 20	17
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Bastrop	List o	f compet	ting tow	ns/citie	es. _{3.6}	-1.6	55.1	6.5	87.94	-1.2	5.2	6.5
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5	• Lla	ano			.7	9.6	51.7	-5.0	93.13	-1.8	-6.7	3.7
6		n Antoni			9.3	2.7	66.8	-1.4	124.94	5.4	4.0	0.0
7		edericksl In Marco			5.9	2.3	73.7	-2.6	163.32	-0.1	-2.7	2.6
8	- Sa	in ivial co	5		7.3	6.3	71.2	-3.0	130.41	-5.0	-7.9	7.1
9	*in n	o particu	lar orde	er	5.6	10.7	54.7	-4.8	95.08	0.6	-4.2	13.2
Average	64.0	-1.25	120.43	1.01	-0.24	4.29	59.15	0.46	107.42	.71	.26	5.07

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Hotel Occupancy Monthly Percent Change Year Over Year







Convention Sales

Room Nights Booked-Fiscal Year to Date

	Convention Center	Hyatt	Other	Total
FYTD Room Nights		1044	330	1374

Definite Future Room Night Bookings-April

Number of Definite Bookings		Total Room Night Production	Total Attendance	Economic Impact*
Originated	1	22	100	\$5,408
Assisted				

Lead Production - April

Number of Leads Sent	Total Room Night Potential	Total Attendance
1	20	100

^{*}Per city contract, Direct Spending is calculated using the DMAI Event Impact Calculator

Convention Sales Initiatives

<u>Tradeshow/Industry Meetings:</u>

•April 12 Global Meetings Industry Day- Austin

Local Events Attended:

•April 4 Chamber Luncheon

Meetings/Appointments:

•April 10 Social Tables event design training with Steve Ballard (BCEC)

•April 16 Joint meeting with Explore Bastrop County in preparation for Tough Mudder & NTTW

<u>Prospecting/Research:</u>

 Added 14 new event accounts into database with contacts, meeting profiles, and other relevant information for sales calls.

Spoke with 1 association and 1 religious planner regarding future site visits to Bastrop

Other:

•April 2-5 Out of Office for FEMA ICS 300 & ICS 400 Training

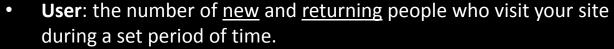
•April 20-30 Out of Office for personal leave



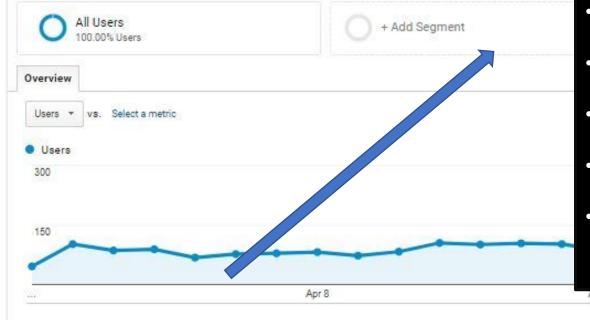
MARKETING

Terms Defined:





- **New User**: a user who visits your website for the first time
- Sessions: a single visit to your website.
- Number of Sessions/per user: total number of sessions divided by total number of users. Used to measure customer loyalty.
- **Pageviews**: when a page has been viewed by a user on your website.
- **Pageviews per session**: provides insight into how effective site content is keeping viewers engaged.
- Average Session Duration: provides a top level view of how long users are spending on your site.
- Bounce Rate: the percentage of sessions with a single pageview.
 This metric provides top-level insight about the performance of your content.



Sessions

3,526

Number of Sessions per User | Pageviews | 8,931 |



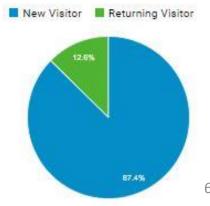
New Users

2,797

Users

2,926





April Website Ov

Organic Traffic Overview In April 2018, Visit Postrop) com accounted for 62% of the total sessions. Our site is contitraffic each month. In December, the first full month of confour traffic. In April, the site had its largest volume of the are improving. All of this indicates that the website is gain

- Homepage
- Bastrop Music Festival
- Easter Celebration at Hyatt Regency Lost Pines

Your top organic landing page last month was the home included the event listing for the Bastrop Music Festival *In regards to engagement metrics, visitbastrop.com is payenage in all measured areas. Our audience is visiting national site, and bouncing less often than other DMO audiences.

Organic Traffic: the bread and butter of search engine optimization (SEO), organic traffic is any traffic that lands on your website by searching a keyword or phrase on a search engine, then clicking on a link that runs back to the website.

Other types of website traffic:

<u>Direct Traffic</u>: internet users who land on website by directly inputting URL into browser.

<u>Paid Traffic</u>: internet users who are referred to our site by paid advertising.

Social Media Traffic: comes from our presence on any social media channels.

Referral Traffic: measured by users who land on our website via external links clicked from other websites.

IndustryAverages

Engagement Metrics	Industry Average	VisitBastrop.com	% Difference
Total Pages Per Visit:	2.08	2.53	17.88%
Total Average Visit Duration:	0:01:54	0:02:21	19.18%
Total Bounce Rate:	52.47%	44.47%	-17.99%
Organic Pages Per Visit:	2.25	2.61	13.93%
Organic Average Visit Duration:	0:02:06	0:02:19	9.59%
Organic Bounce Rate:	49.03%	42.47%	-15.44%

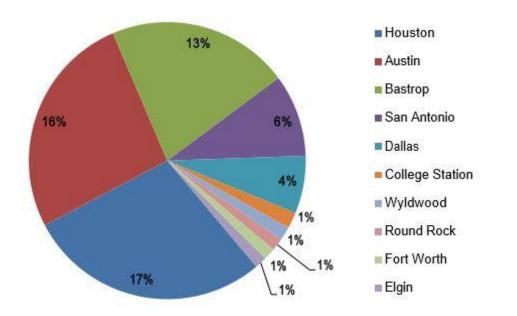


April Website Overview

TrafficOverview:

	Nov	Dec	Jan	Feb	Mar	Арг
Total Sessions	3,155	3,201	1,487	2,153	3,274	3,528
Users:	2,551	2,741	1,101	1,747	2,649	2,926
Bounce Rate:	66%	70%	49%	44%	47%	44%
Pageviews:	7,926	6,591	4,730	5,612	8,767	8,931
Avg Page per Session:	2.51	1.89	2.71	2.61	2.68	2.53
Avg Session Duration:	0:02:08	0:01:18	0:02:45	02:37	02:34	02:21
Total Organic Search Traffic:	399	582	729	1,268	1,801	2,192
% of Traffic From Organic Search:	13%	18%	49%	59%	55%	62%
Entry Pages From Search:	36	80	105	109	139	142

Note: Site launched 11/8/17



Month to Month Overview (6 Month):

visitbastrop.com has experienced great success in gaining organic visibility and engaging our audience. Website engagement stats are performing above industry standards.

> Bounce rate Industry Average | 55% visitbastrop.com | 44%

Average Page per Session Industry average | 2.16 Visitbastrop.com | 2.53

Average Session Duration Industry Average | 1.56

visitbastrop.com | 2.21 TopSocial

4,000

3,000

2,000

1,000

Source

Facebook

Instagram

Twitter

Pinterest

This means that users are exploring more pages than just the one which they landed.

April Website Overview

OrganicSearchTraffic:

Organic Traffic	% of Total Site Traffic			
Sessions	2,192	62.17%		

Organic Engagement com	pared to Site Er	ngagemer
Pageviews per Session	2.61	3.20%
Average Session Duration	0:02:19	-1.20%
New Sessions	80.16%	1.05%
Bounce Rate	42.47%	-4.49%

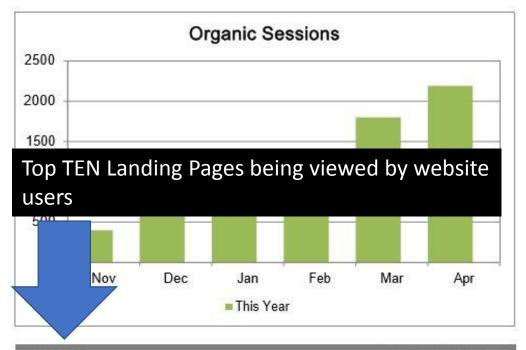
What people are searching and the number of times visitbastrop.com

Sessions Percent

88.50%
5.98%
0.09%

Se appeared in the search results (impressions).

Search Console Queries	Clicks	Impressions	CTR
bastrop tx	222	11,911	1.86%
bastrop texas	101	5,432	1.86%
visit bastrop	95	121	78.51%
bastrop	81	6,137	1.32%
music festivals in texas	33	1,277	2.58%
music festivals in texas 2018	29	538	5.39%
bastrop music festival	27	851	3.17%
bastrop events	25	97	25.77%
music festivals 2018	22	599	3.67%
bastrop, tx	17	836	2.03%



Landing Page	Sessions	Percent
1	755	34.44%
/event/bastrop-music-festival/38/	366	16.70%
/play/calendar/	122	5.57%
/event/mothers-day-brunch-at-hyatt-regency-lost-pines/78/	57	2.60%
/event/pine-street-market-days/3/	54	2.46%
/stay/hyatt/on-site-activities/	53	2.42%
/play/	52	2.37%
/event/table-on-main/31/	37	1.69%
/event/crawfish-boil-benefiting-the-childrens-advocacy-center/69/	28	1.28%
/play/downtown-bastrop/	28	1.28%



April Website Overview

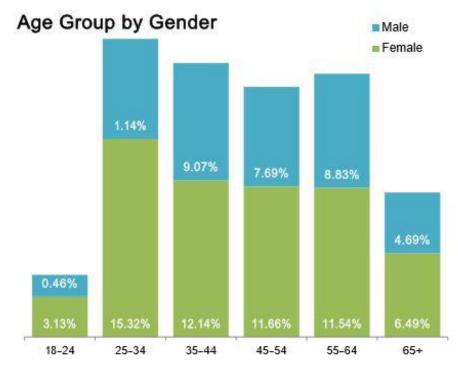
Demographics&Interests

AffinityCategories:

Top 10 Affinity Categories	Visits
Food & Dining/Cooking Enthusiasts/30 Minute Chefs	1,166
News & Politics/News Junkies/Entertainment & Celebrity News Junkies	1,073
Shoppers/Value Shoppers	974
Lifestyles & Hobbies/Family-Focused	807
Media & Entertainment/Book Lovers	782
Travel/Travel Buffs	765
Lifestyles & Hobbies/Shutterbugs	752
Banking & Finance/Avid Investors	736
Media & Entertainment/TV Lovers	731
Lifestyles & Hobbies/Pet Lovers	719



Top 10 Categories	Visits
Arts & Entertainment/Celebrities & Entertainment News	559
News/Weather	455
Food & Drink/Cooking & Recipes	311
Shopping/Mass Merchants & Department Stores	236
Real Estate/Real Estate Listings/Residential Sales	230
Reference/General Reference/Dictionaries & Encyclopedias	213
Travel/Air Travel	204
Arts & Entertainment/TV & Video/Online Video	190
Internet & Telecom/Email & Messaging	179
Internet & Telecom/Search Engines	163



Affinity Categories broaden the scope to identify users in terms of lifestyle; for example, Technophiles, Sports Fans, and Cooking Enthusiasts. These categories are defined in a similar way to TV audiences, and represent an opportunity to understand the behavior of your audience.

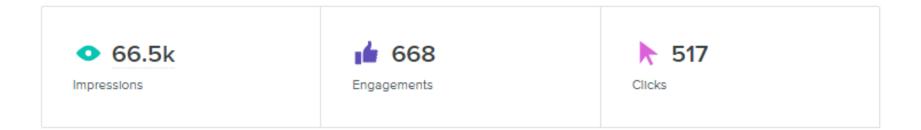
Other Categories are used to classify groups of users based on the specific content they consume, along with how recently and frequently they consume that content. This category data provides a more focused view of your users, and lets you analyze behavior more narrowly than Affinity Categories.





Facebook Overview: April

Facebook Activity Overview



Audience Growth Metrics	Totals
Total Fans	44.6k
Organic Likes	124
Unlikes	132
Net Likes	-8
Publishing Metrics	Totals
Photos	20
Videos	0
Posts	11
Notes	0
Total Posts	31

Total fans decreased by

-0.1%

since previous month

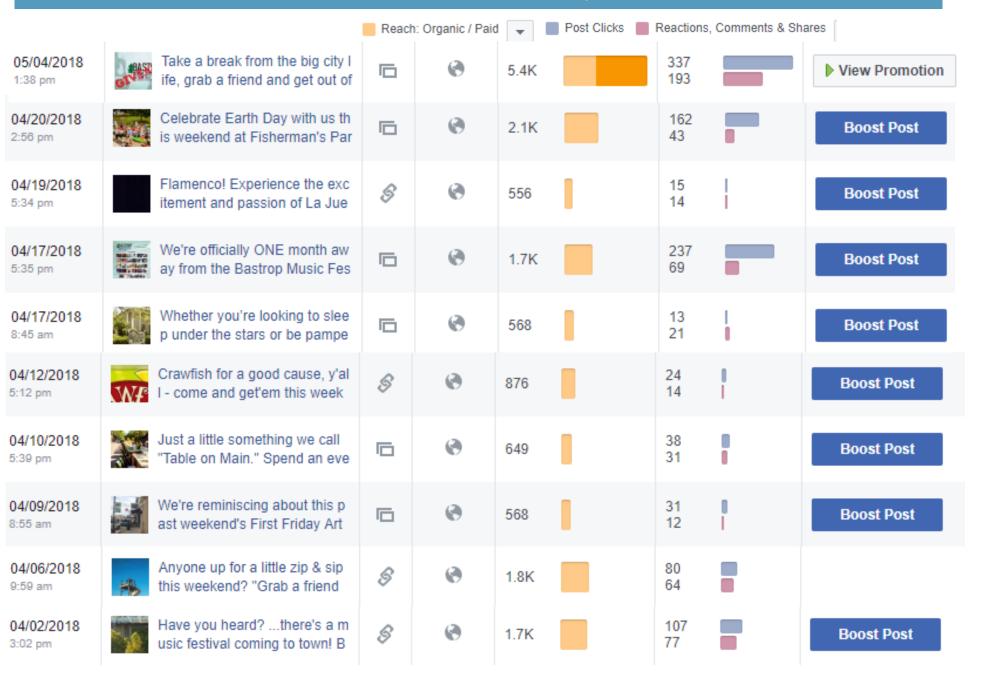
The number of posts you sent decreased by

-31.1%

since previous month



Facebook Overview: April





Instagram Overview: April

🗯 VISIT BASTROP

Instagram Activity Overview



Total Followers

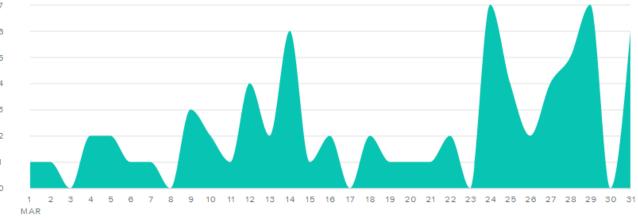
916
Likes Received

Somments Received

AUDIENCE GROWTH, BY DAY







■ FOLLOWERS GAINED

MOOT THOUGHT UNDUT

Top Cities

Bastrop, Texas	151
Austin, Texas	70
Houston, Texas	14
Smithville, Texas	12
Cedar Creek, Texas	9

MOST ENGAGED HASHTAGS

#visitbastrop	645
#mybastrop	558
#visitbastroptx	414
#bastrop	166

Instagram Top Posts







@visitbastroptx 50 Engagements



@visitbastroptx 49 Engagements



Strategic Marketing Initiatives

Bastrop Music Festival: Within one month of the festival, the majority of Visit Bastrop marketing efforts are underway. Billboards have been secured East and West of town. We've partnered with a third party company to promote the festival to travelers via gas pump toppers at gas stations in the surrounding areas. We're running a social promotion on Facebook and Instagram giving away tickets to the festival to generate buzz, and create awareness. We've also partnered with Texas monthly to promote the festival as well as Sun Radio, who will promote via their radio stations. We have created a local presence using the downtown corridor to hang signage at City Hall, displayed multiple banners and signage along Main Street, including the ABRI Gallery window and Chamber of Commerce as well as handing out postcards to business owners, and posting at various places around town.

<u>Bastrop Patriotic Fest:</u> (June 29 – 30) marketing drivers: fireworks, sky divers, family fun. Overall goal for this festival is to build awareness and interest, ideally encouraging overnight stays and spending at the local level among target audience. Billboards secured for the music festival will be repurposed for this event and they will run from 6/4 - 7/2. Creative to-be finalized in the coming days. Third party company secured to promote festival to travelers to our area via gas pump toppers at gas stations. Working closely with Chamber and agency on design elements and audience targeting.



Marketing Meetings/Activities

DATE	ACTIVITY/MEETING	PURPOSE
4/3	Chamber Monthly Luncheon	Chamber/city updates; networking
4/9	Media Recommendations/Creative – Meetings	To effectively promote Bastrop as a meeting destination
4/9	Simpleview Monthly SEO Call	To discuss and improve SEO
4/11	Meet with Co. Tourism office - Tough Mudder/Tourism Week	Brainstorming Meeting for Event
4/11	CRM Training	Sending Mass Emails to partners; troubleshooting
4/17	Meet with Chamber – Patriotic Festival Planning Discussion	Learn confirmed details, received assets, brainstorm ideas
4/17	Monthly CRM Support Call	Troubleshoot difficulties navigating the CRM
4/20	Breakfast Bites with Sheila Scarborough	The Marketing Layer Cake
4/23	Deluxe Small Business Seminar	How to successfully market your small business
4/26	Call with Stackla (support)	Social Media/Website integration tool troubleshooting



Communications Initiatives

Date	Activities	Purpose
4/2/18 - 4/6/18	Review Documents Relevant to DMO Formation	Familiarization
4/2/18 - 4/6/18	Review Strategic Plan	Familiarization
4/5/2018	Marketing Committee Meeting	Branding Kick-off Meeting
4/11/2018	Tough Mudder/Tourism Week Planning Meeting	Initial Meeting - Event Planning
4/16/2018	Tough Mudder/Tourism Week Planning Meeting	Follow-up Meeting - Event Planning
4/17/2018	Patriotic Festival Planning Meeting	Initial Meeting - Event Planning

Date	Events Attended	Purpose
4/4/2018	Chamber Luncheon	Networking; Current City Updates
4/6/2018	First Friday Art Walk	Visited Event; Took Photos
4/12/2018	Global Meetings Industry Day - Austin	Panelist of Speakers; Networking with Meeting Planners
4/20/2018	Breakfast Bites Meeting	Social Media Speaker
4/23/2018	Deluxe Small Business Seminar	Local Business Attendance; Small Business Consultants Presenting
4/27/2018	BEST Breakfast Meeting	Represent Visit Bastrop
4/29/2018	Table on Main - Volunteer	Clean-up After Local Event



Communications Initiatives

Date	Media Initiatives	Purpose
4/06/2018	Press Release - Music Festival	Area Media - Promote Local Awareness of Music Festival
4/17/2018	Texas Monthly Storytelling Content	Visual Storytelling Opportunity - Music Festival, Overall Bastrop
4/18/2018	Texas Monthly Travel Planner I	Music Festival promotion
4/19/2018	Media Advisory - Tourism Week	Alert to Area Media - Travel/Tourism Week
4/24/2018	Mass Communication	Tough Mudder Awareness
4/24/2018	Texas Monthly Travel Planner II	Music Festival plus downtown promotion
4/25/2018	Event Post - Austin 360	Promote Music Festival
4/26/2018	Event Post - 365 Austin	Promote Music Festival
4/26/2018	Event Post - Spectrum Local News	Promote Music Festival
4/26/2018	Event Post - Austin Monthly	Promote Music Festival
4/26/2018	Event Post - Austin Social Planner	Promote Music Festival
4/27/2018	Event Post - Visit Austin	Promote Music Festival
4/27/2018	Event Post - Austin.com	Promote Music Festival
4/27/2018	Event Post - Austinot	Promote Music Festival
4/27/2018	Event Post - Houston Press	Promote Music Festival
4/27/2018	Event Post - Houstonia	Promote Music Festival
4/27/2018	Event Post - Click2Houston	Promote Music Festival
4/30/2018	Event Post - CultureMap Austin	Promote Music Festival

Marketing Efforts – Veteran's Day Car Show Partner – Bastrop Area Cruisers

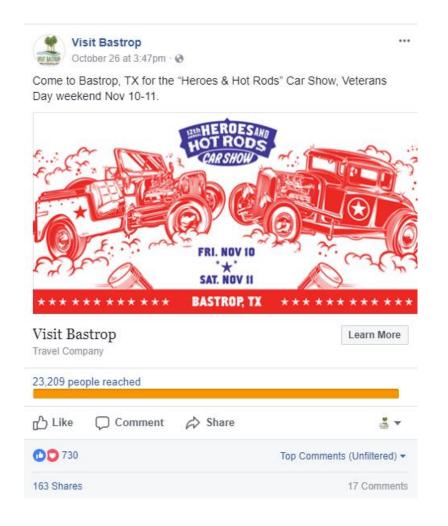
- Objective: Promote travel to the Bastrop Veteran's Day Celebration
- <u>Target Audience</u>: Texas Travelers & Car Enthusiasts
- <u>How are we reaching them</u>: Print, Audio, Digital, Billboard & Social

Regional Placement:

AAA Texas Journey & Texas Highways Magazine



















15K views · November 10, 2017

Marketing Efforts – Veteran's Day Car Show

Partner – Bastrop Area Cruisers

Marketing Efforts – Lost Pines Christmas

Partner – Downtown Bastrop & City of Bastrop





- Objective: Support Bastrop's Christmas Celebration with digital promotion to drive awareness of events happening in Bastrop
 - Target Audience: Family Audience with interests in food, art and history
- "My Hometown" partnership with CBS Austin live broadcast interviews with Mayor Schroeder from Hyatt Regency Lost Pines highlighting Bastrop as a destination and the Lost Pines Christmas celebration





TEXAS NEIGHBORS - LET'S JOIN FORCES FOR BASTROP



BASTROP IS THE ONLY
TOWN IN TEXAS TO MAKE
THE TOP 5 TOWNS
COMPETING NATIONALLY
AS THE FINALIST FOR
SMALL BUSINESS
REVOLUTION.
YOUR VOTE IS NEEDED!

SHOW YOUR TEXAS SUPPORT. VOTE FOR BASTROP!



GO TO WWW.SMALLBUSINESSREVOLUTION.ORG

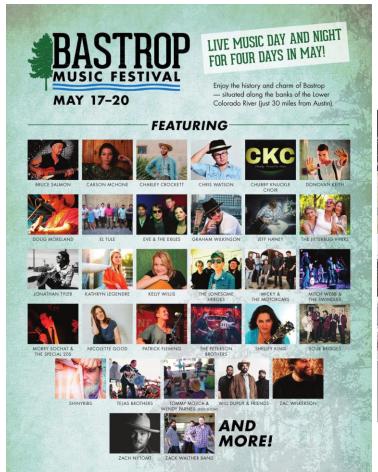
AND VOTE EACH DAY (ONE VOTE PER EMAIL) FOR BASTROP

NOW THROUGH FEBRUARY 20.

A WIN FOR BASTROP IS A WIN FOR ALL OF TEXAS.









Bastrop Music Festival, May 17 – 20, 2018







Bastrop Music Festival Marketing Overview

Partner – TX Music Magazine

Media Objective:

Build awareness into inaugural event ideally encouraging overnight stay and spending at the local level amongst target audience

KPI/Measure:

Drive traffic to event pages to learn more and if applicable, purchase tickets.



Visit Bastrop for the first ever Bastrop Music Festival! This event is happening now, May 17 - 20. 30 bands, 40 + performances, 10 venues. Featuring Shinyribs, Kelly Willis, Charley Crockett, Tejas Brothers, Micky and the Motorcars and more. See full line-up and details at www.bastropmusicfestival.com #visitbastroptx #nttw18



Visit Bastrop - Bastrop Music Festival

Learn More





Take a break from the big city life, grab a friend and get out of town for the weekend! Visit Bastrop is giving away tickets for TWO to the Bastrop Music Festival, May 17 - 20. For a chance to be part of the inaugural music festival

- 1. Click on the link below and submit your info.
- 2. Comment on this post and tell us why you'd like to win and tag the person you're bringin' with you.
- 3. Share this post.... See More

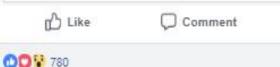






Bastrop is inviting you to the first-ever Bastrop Music Festival, May 17-20. With over 30 bands and 40 performances, the festival will feature a wide variety of Texas music. It's the perfect way to kick off summer. Tickets on sale now! #sponsored





Most Relevant

222 Shares 72 Comme







Marketing Efforts – Bastrop Patriotic Fest

Partner – Bastrop Chamber of Commerce, City of Bastrop, Texas Monthly



 Objective: Build awareness into yearly summertime event ideally encouraging overnight stay and spending at the local level amongst target audience

- <u>Target Audience</u>: Family Audience with interests in food, art and history
- How are we reaching them: Outdoor, Digital, Social Media



STAFF REPORT

MEETING DATE: June 14, 2018 AGENDA ITEM: 2D

TITLE:

Receive monthly report from Visit Bastrop.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Department Director Dale Lockett, Visit Bastrop President & CEO

BACKGROUND/HISTORY:

Per the management agreement with Visit Bastrop, a monthly presentation must be made to the City Council outlining its progress in implementing their annual Business Plan and meeting performance targets and the scope of services pursuant to that agreement.

Specifically Visit Bastrop shall work to:

- (1) attract leisure visitors to the City and its vicinity;
- (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity; and
- (3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events, retreats, and conventions to the City and its vicinity.

Visit Bastrop, shall also:

- (A) carry out the actions defined in the applicable annual Business Plan;
- (B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry;
- (C) provide marketing and imaging campaigns for the City's tourism and convention industry:
- (D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts;
- (E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan; and
- (F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

POLICY EXPLANATION:

Visit Bastrop, a 501(c)6 organization, was engaged to provide Destination Marketing Services and provide brand marketing for Bastrop as a destination.

As outlined in the annual management agreement, the City and Visit Bastrop recognize the visitor industry as a key economic generator. Visit Bastrop's purpose is to provide "brand" marketing for Bastrop as a destination and to serve as the primary brand advocate. Visit Bastrop will also leverage utilization of existing facilities, while providing global oversight of Bastrop's visitor assets and activities. Visit Bastrop will also provide a level of unity and representation to maximize Bastrop's brand potential.

The Visit Bastrop Board of Directors meets monthly on the third Thursday at 8:30 a.m. and rotates meeting locations at different hospitality venues.

City Council established that the Visit Bastrop Board of Directors include broad representation of community assets and identified those as Arts, History, Hotels, Restaurants, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment and Film in the Destination Services Management Agreement.

The City Council and Visit Bastrop Board of Directors will host a joint workshop on Thursday, June 14th in the City Council Chambers at 6:30 p.m.

Per their management agreement, Visit Bastrop must present an approved business plan and annual budget to the City Council no later than September 1, 2018 for FY 2019.

FUNDING SOURCE:

Visit Bastrop receives approximately \$1.4 million dollars in Hotel Occupancy Tax annually from the City of Bastrop to provide destination marketing services and serve as the brand advocate for our community.

RECOMMENDATION:

Provide any direction or feedback to Visit Bastrop staff and their Board of Directors on the organization's progress in meeting the annual requirements outlined in the management agreement.

ATTACHMENTS:

President's Report



Visit Bastrop
President's Report
April 2018



	Lodging Industry Report											
			Marc	ch '18			Calendar Year to Date					
	Осс	%СН Осс	ADR	% Ch	% CH	% CH			% Char	nge fror	n YTD 20	17
				ADR	RevPAR	Rooms Sold	Осс	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold
Bastrop	69.2	-1.6	100.11	-2.0	-3.6	-1.6	55.1	6.5	87.94	-1.2	5.2	6.5
1	65.0	-3.1	93.45	.5	-2.6	7.9	53.3	-0.3	87.35	6.0	5.7	11.1
2	65.3	-1.8	85.94	3.4	1.5	-1.8	52.3	-5.8	80.35	2.2	-3.7	-5.8
3	69.1	2.0	120.08	4.4	6.4	2.5	55.6	6.5	104.60	0.9	7.4	7.0
4	71.5	4.3	119.36	.4	4.7	4.3	57.1	5.3	107.05	0.1	5.5	5.3
5	67.7	0.4	100.68	.4	.7	9.6	51.7	-5.0	93.13	-1.8	-6.7	3.7
6	79.3	1.1	141.37	8.2	9.3	2.7	66.8	-1.4	124.94	5.4	4.0	0.0
7	80.6	-5.0	191.70	-1.0	-5.9	2.3	73.7	-2.6	163.32	-0.1	-2.7	2.6
8	80.4	-3.0	154.75	-4.4	-7.3	6.3	71.2	-3.0	130.41	-5.0	-7.9	7.1
9	61.1	-5.8	96.87	.2	-5.6	10.7	54.7	-4.8	95.08	0.6	-4.2	13.2
Average	64.0	-1.25	120.43	1.01	-0.24	4.29	59.15	0.46	107.42	.71	.26	5.07

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Assisted					

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Other:

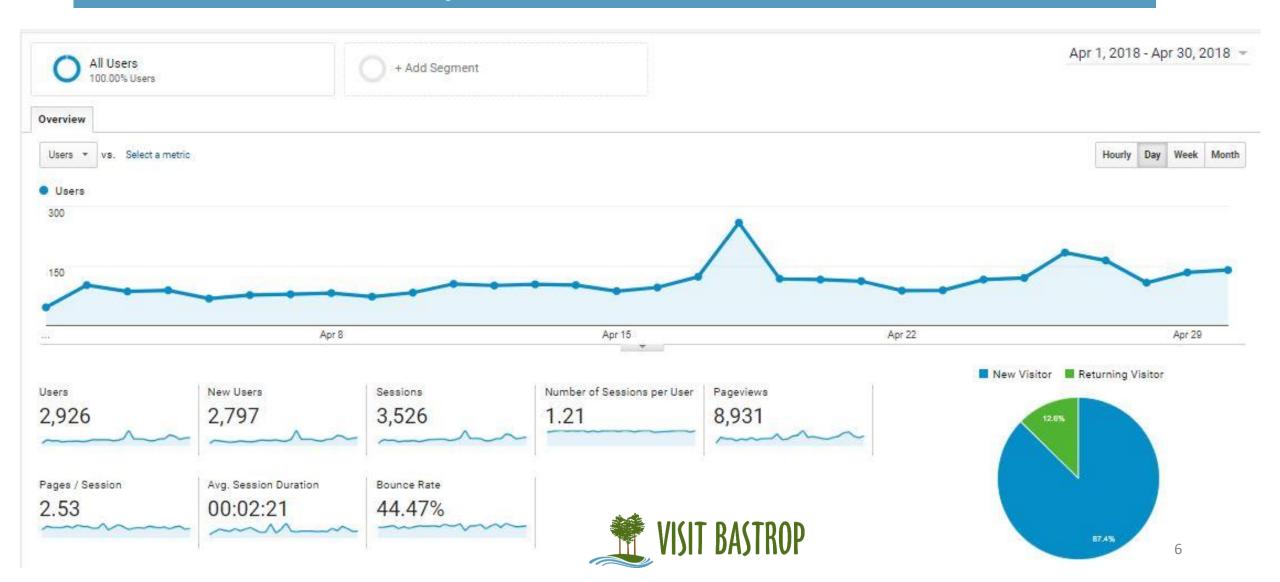
•April 2-5 Out of Office for FEMA ICS 300 & ICS 400 Training

•April 20-30 Out of Office for personal leave



MARKETING

April Website Overview



Organic Traffic Overview: In April 2018, VisitBastrop.com, had 2,192 organic sessions. This accounted for 62% of the total sessions. Our site is continuing to see steady increase in organic traffic each month. In December, the first full month of our live site, organic sessions made up 18% of our traffic. In April, the site had its largest volume of traffic – in addition – our keyword rankings are improving. All of this indicates that the website is gaining visibility in search results.

- Homepage
- Bastrop Music Festival
- Easter Celebration at Hyatt Regency Lost Pines

Your top organic landing page last month was the homepage. Additional top organic landing pages included the event listing for the Bastrop Music Festival and the events calendar.

*In regards to engagement metrics, visitbastrop.com is performing better than the industry average in all measured areas. Our audience is visiting more pages, spending more time on the site, and bouncing less often than other DMO audiences.

IndustryAverages

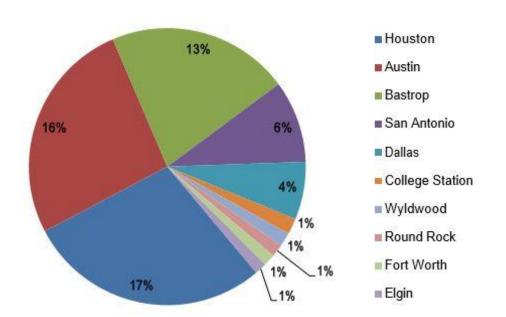
Engagement Metrics	Industry Average	VisitBastrop.com	% Difference
Total Pages Per Visit:	2.08	2.53	17.88%
Total Average Visit Duration:	0:01:54	0:02:21	19.18%
Total Bounce Rate:	52.47%	44.47%	-17.99%
Organic Pages Per Visit:	2.25	2.61	13.93%
Organic Average Visit Duration:	0:02:06	0:02:19	9.59%
Organic Bounce Rate:	49.03%	42.47%	-15.44%



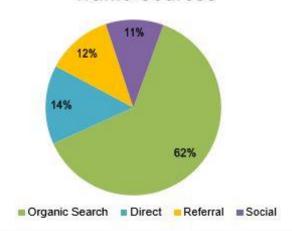
TrafficOverview:

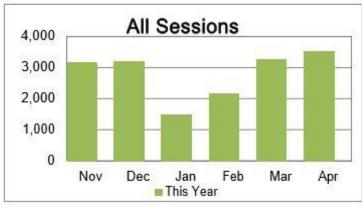
	Nov	Dec	Jan	Feb	Mar	Арг
Total Sessions	3,155	3,201	1,487	2,153	3,274	3,528
Users:	2,551	2,741	1,101	1,747	2,649	2,928
Bounce Rate:	66%	70%	49%	44%	47%	44%
Pageviews:	7,926	6,591	4,730	5,612	8,767	8,931
Avg Page per Session:	2.51	1.89	2.71	2.61	2.68	2.53
Avg Session Duration:	0:02:08	0:01:18	0:02:45	02:37	02:34	02:21
Total Organic Search Traffic:	399	582	729	1,268	1,801	2,192
% of Traffic From Organic Search:	13%	18%	49%	59%	55%	62%
Entry Pages From Search:	36	80	105	109	139	142

Note: Site launched 11/8/17



Traffic Sources





TopSocialNetworks:

Source	Sessions	Avg. Time on	Pages per
Facebook	354	0:01:54	1.94
Instagram	7	0:00:26	1.86
Twitter	7	0:02:02	2.00
Pinterest	3	0:02:17	5.00



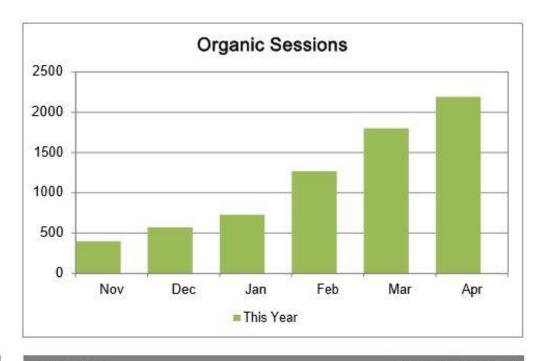
OrganicSearchTraffic:

Organic Traffic	% of Total Site Traffic			
Sessions	2,192	62.17%		

Organic Engagement com	pared to Site E	ngagemer
Pageviews per Session	2.61	3.20%
Average Session Duration	0:02:19	-1.20%
New Sessions	80.16%	1.05%
Bounce Rate	42.47%	-4.49%

Search Engine	Sessions	Percent
google	1,940	88.50%
bing	131	5.98%
yahoo	119	5.43%
ask	2	0.09%

Search Console Queries	Clicks	Impressions	CTR
bastrop tx	222	11,911	1.86%
bastrop texas	101	5,432	1.86%
visit bastrop	95	121	78.51%
bastrop	81	6,137	1.32%
music festivals in texas	33	1,277	2.58%
music festivals in texas 2018	29	538	5.39%
bastrop music festival	27	851	3.17%
bastrop events	25	97	25.77%
music festivals 2018	22	599	3.67%
bastrop, tx	17	836	2.03%



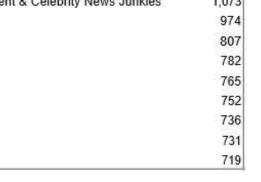
Landing Page	Sessions	Percent
1	755	34.44%
/event/bastrop-music-festival/38/	366	16.70%
/play/calendar/	122	5.57%
/event/mothers-day-brunch-at-hyatt-regency-lost-pines/78/	57	2.60%
/event/pine-street-market-days/3/	54	2.46%
/stay/hyatt/on-site-activities/	53	2.42%
/play/	52	2.37%
/event/table-on-main/31/	37	1.69%
/event/crawfish-boil-benefiting-the-childrens-advocacy-center/69/	28	1.28%
/play/downtown-bastrop/	28	1.28%



Demographics&Interests

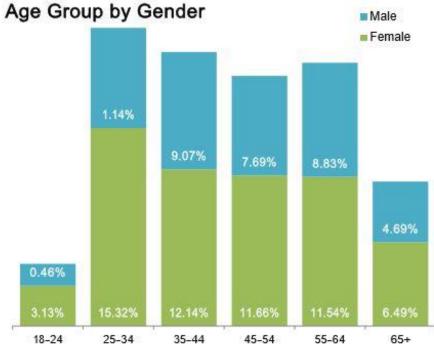
AffinityCategories:

Top 10 Affinity Categories	Visits
Food & Dining/Cooking Enthusiasts/30 Minute Chefs	1,166
News & Politics/News Junkies/Entertainment & Celebrity News Junkies	1,073
Shoppers/Value Shoppers	974
Lifestyles & Hobbies/Family-Focused	807
Media & Entertainment/Book Lovers	782
Travel/Travel Buffs	765
Lifestyles & Hobbies/Shutterbugs	752
Banking & Finance/Avid Investors	736
Media & Entertainment/TV Lovers	731
Lifestyles & Hobbies/Pet Lovers	719



OtherCategories:

Top 10 Categories	Visits
Arts & Entertainment/Celebrities & Entertainment News	559
News/Weather	455
Food & Drink/Cooking & Recipes	311
Shopping/Mass Merchants & Department Stores	236
Real Estate/Real Estate Listings/Residential Sales	230
Reference/General Reference/Dictionaries & Encyclopedias	213
Travel/Air Travel	204
Arts & Entertainment/TV & Video/Online Video	190
Internet & Telecom/Email & Messaging	179
Internet & Telecom/Search Engines	163



Affinity Categories broaden the scope to identify users in terms of lifestyle; for example, Technophiles, Sports Fans, and Cooking Enthusiasts. These categories are defined in a similar way to TV audiences, and represent an opportunity to understand the behavior of your audience.

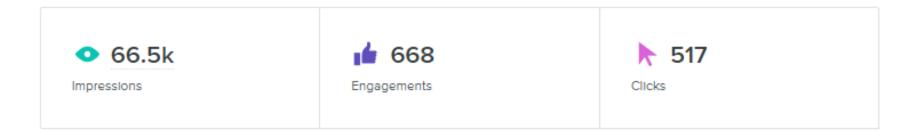
Other Categories are used to classify groups of users based on the specific content they consume, along with how recently and frequently they consume that content. This category data provides a more focused view of your users, and lets you analyze behavior more narrowly than Affinity Categories.





Facebook Overview: April

Facebook Activity Overview



Audience Growth Metrics	Totals
Total Fans	44.6k
Organic Likes	124
Unlikes	132
Net Likes	-8
Publishing Metrics	Totals
Photos	20
Videos	0
Posts	11
Notes	0
Total Posts	31

Total fans decreased by

-0.1%

since previous month

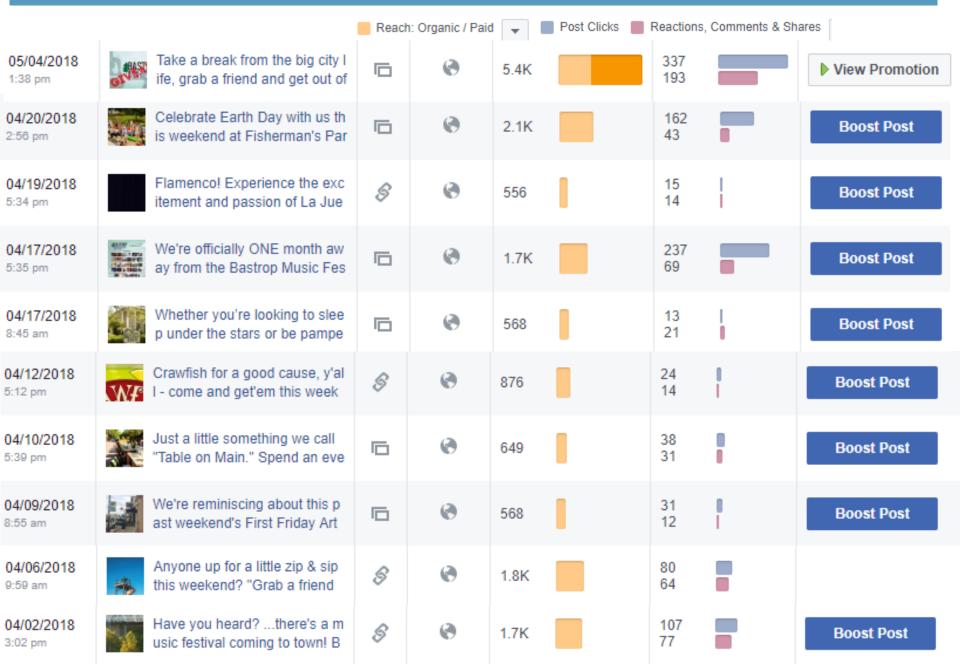
The number of posts you sent decreased by

-31.1%

since previous month



Facebook Overview: April





Instagram Overview: April

🗯 VISIT BASTROP

Instagram Activity Overview



Top Cities

Total Followers

916
Likes Received

□ 30
Comments Received

UDIENCE GROWTH, BY DAY

Total Followers

Total Followers

406

Followers Gained

43

People that you Followed

7

Publishing Metrics

Totals

Photos

28

Videos

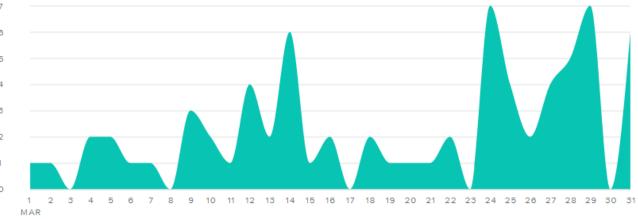
0

Other

1

Total Media





■ FOLLOWERS GAINED

MOST ENGAGED HASHTAGS

 Bastrop, Texas
 151

 Austin, Texas
 70

 Houston, Texas
 14

 Smithville, Texas
 12

 Cedar Creek, Texas
 9

#visitbastrop	645
#mybastrop	558
#visitbastroptx	414
#bastrop	166

Instagram Top Posts







@visitbastroptx 50 Engagements



@visitbastroptx 49 Engagements



Strategic Marketing Initiatives

Bastrop Music Festival: Within one month of the festival, the majority of Visit Bastrop marketing efforts are underway. Billboards have been secured East and West of town. We've partnered with a third party company to promote the festival to travelers via gas pump toppers at gas stations in the surrounding areas. We're running a social promotion on Facebook and Instagram giving away tickets to the festival to generate buzz, and create awareness. We've also partnered with Texas monthly to promote the festival as well as Sun Radio, who will promote via their radio stations. We have created a local presence using the downtown corridor to hang signage at City Hall, displayed multiple banners and signage along Main Street, including the ABRI Gallery window and Chamber of Commerce as well as handing out postcards to business owners, and posting at various places around town.

<u>Bastrop Patriotic Fest:</u> (June 29 – 30) marketing drivers: fireworks, sky divers, family fun. Overall goal for this festival is to build awareness and interest, ideally encouraging overnight stays and spending at the local level among target audience. Billboards secured for the music festival will be repurposed for this event and they will run from 6/4 - 7/2. Creative to-be finalized in the coming days. Third party company secured to promote festival to travelers to our area via gas pump toppers at gas stations. Working closely with Chamber and agency on design elements and audience targeting.



Marketing Meetings/Activities

DATE	ACTIVITY/MEETING	PURPOSE
4/3	Chamber Monthly Luncheon	Chamber/city updates; networking
4/9	Media Recommendations/Creative – Meetings	To effectively promote Bastrop as a meeting destination
4/9	Simpleview Monthly SEO Call	To discuss and improve SEO
4/11	Meet with Co. Tourism office - Tough Mudder/Tourism Week	Brainstorming Meeting for Event
4/11	CRM Training	Sending Mass Emails to partners; troubleshooting
4/17	Meet with Chamber – Patriotic Festival Planning Discussion	Learn confirmed details, received assets, brainstorm ideas
4/17	Monthly CRM Support Call	Troubleshoot difficulties navigating the CRM
4/20	Breakfast Bites with Sheila Scarborough	The Marketing Layer Cake
4/23	Deluxe Small Business Seminar	How to successfully market your small business
4/26	Call with Stackla (support)	Social Media/Website integration tool troubleshooting



Communications Initiatives

Date	Activities	Purpose
4/2/18 - 4/6/18	Review Documents Relevant to DMO Formation	Familiarization
4/2/18 - 4/6/18	Review Strategic Plan	Familiarization
4/5/2018	Marketing Committee Meeting	Branding Kick-off Meeting
4/11/2018	Tough Mudder/Tourism Week Planning Meeting	Initial Meeting - Event Planning
4/16/2018	Tough Mudder/Tourism Week Planning Meeting	Follow-up Meeting - Event Planning
4/17/2018	Patriotic Festival Planning Meeting	Initial Meeting - Event Planning

Date	Events Attended	Purpose
4/4/2018	Chamber Luncheon	Networking; Current City Updates
4/6/2018	First Friday Art Walk	Visited Event; Took Photos
4/12/2018	Global Meetings Industry Day - Austin	Panelist of Speakers; Networking with Meeting Planners
4/20/2018	Breakfast Bites Meeting	Social Media Speaker
4/23/2018	Deluxe Small Business Seminar	Local Business Attendance; Small Business Consultants Presenting
4/27/2018	BEST Breakfast Meeting	Represent Visit Bastrop
4/29/2018	Table on Main - Volunteer	Clean-up After Local Event



Communications Initiatives

Date	Media Initiatives	Purpose
4/06/2018	Press Release - Music Festival	Area Media - Promote Local Awareness of Music Festival
4/17/2018	Texas Monthly Storytelling Content	Visual Storytelling Opportunity - Music Festival, Overall Bastrop
4/18/2018	Texas Monthly Travel Planner I	Music Festival promotion
4/19/2018	Media Advisory - Tourism Week	Alert to Area Media - Travel/Tourism Week
4/24/2018	Mass Communication	Tough Mudder Awareness
4/24/2018	Texas Monthly Travel Planner II	Music Festival plus downtown promotion
4/25/2018	Event Post - Austin 360	Promote Music Festival
4/26/2018	Event Post - 365 Austin	Promote Music Festival
4/26/2018	Event Post - Spectrum Local News	Promote Music Festival
4/26/2018	Event Post - Austin Monthly	Promote Music Festival
4/26/2018	Event Post - Austin Social Planner	Promote Music Festival
4/27/2018	Event Post - Visit Austin	Promote Music Festival
4/27/2018	Event Post - Austin.com	Promote Music Festival
4/27/2018	Event Post - Austinot	Promote Music Festival
4/27/2018	Event Post - Houston Press	Promote Music Festival
4/27/2018	Event Post - Houstonia	Promote Music Festival
4/27/2018	Event Post - Click2Houston	Promote Music Festival
4/30/2018	Event Post - CultureMap Austin	Promote Music Festival



STAFF REPORT

MEETING DATE: June 14, 2018 AGENDA ITEM: 2E

TITLE:

Discuss Essential Tourism Asset Policy & Special Events previously funded by City through HOT Funds.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Director Dale Lockett, Visit Bastrop President & CEO

BACKGROUND/HISTORY:

Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent. As prioritized in the FY 18 Budget, staff has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our investment. Staff also continues to work to bring HOT fund users together under the strategic goals and vision that have been developed in line with the Council's Focus Areas, the City's 2018 Work Plan, and the Comprehensive Plan 2036 as outlined below:

2018 Focus Areas:

Uniquely Bastrop: Maintain and enhance our historic community feel by leveraging the unique combination of community, cultural and recreational assets that make Bastrop a special place to live and work.

Economic Vitality: Create sustainability by leveraging tourism, infrastructure renewal and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures. Fiscal Responsibility: Prepare and manage budget; fiduciary responsibility.

2018 Work Plan Items:

Economic Vitality # 9: Continue ongoing development of the Bastrop visitor experience to include the community's culinary and cultural assets.

Fiscal Responsibility #9: Redesign the Hotel Occupancy Fund Community Program Funding Policy & Application to better leverage resources and maximize the visitors' experience.

Comprehensive Plan 2036:

Objective 8.1.3: Enhance the offerings available at the Bastrop Museum & Visitor Center.

ACTION 1: Create a visitor's feedback survey to better understand demand for other tourism activities.

ACTION 2: Increase the number of digital and interactive exhibits and consider offering virtual video tours on-line, either for free or for purchase.

ACTION 3: Use interactive media displays that allows people to choose how they interact with the museum and visitor center, as well as other locations downtown.

ACTION 4: Increase presence on social media by posting content on-line at regular and predictable intervals.

ACTION 5: Offer "flash" sales on social media. These are deals that come up periodically that are only available for a short time, typically a day or two. This will get people excited about the social media outlets and help to grow viewership.

Objective 8.1.4: Create multiple downtown destination events that rely on Bastrop's cultural assets.

ACTION 1: Encourage visitors to downtown Bastrop with events that occur weekly, monthly, or annually. Lost Pines Christmas is a great example of this type of event

ACTION 2: Create a "demo day" downtown that occurs each month. Entrepreneurs and local businesses can demo their products, foods, and services.

The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region.

POLICY EXPLANATION:

The FY 18 budget emphasized Council's desire to diversify our revenue sources and increase property tax valuations. A strategic focus on economic development to reduce the City's dependence on sales tax was made a priority. Priority was given to leveraging the \$2,875,000 in annual Hotel Occupancy receipts to maximize the City's opportunity to attract tourism and to work towards becoming a AAA- 4 Diamond destination for Hyatt guests. Staff is proposing several changes to the current HOT Fund Funding Application process, which will expand on our efforts from the current budget cycle and continue our focus on improving the Bastrop tourism experience. The proposed changes are outlined below:

- A. In FY 18, several HOT funded events were identified as being better suited for an alternative funding source. These festivals may or may not attract tourists but share historical importance as long-standing community events. Staff is recommending that in FY 19 the annual Bastrop Homecoming & Rodeo funding request be allocated out of the Hospitality & Downtown budget through funding provided by Bastrop Power & Light. If approved, Homecoming would join Juneteenth and a portion of the Patriotic Festival under this umbrella. All three (3) of these events are important to the City of Bastrop and would occur with or without HOT funds. Staff will continue to work with these event organizers to ensure they can define the value provided to the community through their annual funding allocation and require acknowledgement of BP&L as a sponsor on all marketing materials. Staff will develop a Community Event Request Form to provide transparency in the process.
- B. In FY 18, the City funded approximately \$81,000 in special event funding through the HOT Funding Application process. With the creation of Visit Bastrop, staff is recommending the allocation of an additional \$75,000 to Visit Bastrop's FY 19 budget for development of a Tourism Special Event Funding program and application process. The difference is funding is due to FY 18 funding given to convention organizers, typically these types of requests will be allocated out of an inducement fund in a DMO's operating budget as they are not annual requests. Visit Bastrop staff is better equipped to track the economic impact and generation of hotel occupancy tax that may occur from events designed with the tourist in mind. Since Visit Bastrop is charged with marketing our community and telling the Bastrop Story, allowing them to work directly with event organizers to promote and market events should prove beneficial to event organizers and ultimately help maximize the City's return on our investment of Hotel Occupancy Tax. Event organizers would work directly with Visit Bastrop staff to apply for event funding based on room night generation. Such a program would empower event organizers to demonstrate the value that their

event provides the community. Visit Bastrop staff will utilize special event economic impact calculators specifically designed to track HOT and measure the economic impact that events provide to Bastrop. It should be noted that Visit Bastrop has already allocated a portion of their funding for events in their FY 18 budget, like marketing the Bastrop Music Festival. The Visit Bastrop Board of Directors will be able to contribute additional funding from their budget for events and conventions that are in line with the organization's mission.

C. Staff believes that certain tourism assets, that have previously participated in the HOT Funding Application process, are better suited to be classified as Essential Tourism Assets and would like to recommend the creation of an Essential Tourism Asset Funding Program for non-profits who rely annually on HOT funds. These assets are critical to the Bastrop tourism picture. While they may not be the sole reason a visitor makes a trip to Bastrop, when actively programmed and leveraged properly, these assets paint a culturally rich landscape encouraging tourists to extend their stay and spend additional dollars with us. Examples of essential tourism assets include the Bastrop County Museum & Visitor's Center, Bastrop Opera House, and the Lost Pines Art Center. FY 18 was the first year that the Museum & Visitor's Center's contract was combined, since both visitor services and historic preservation are allowable under Chapter 351. The functions performed by the Bastrop County Historical Society should continue to be addressed in one funding agreement.

Over the last 12 months, with the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the development of our Cultural Arts Master Plan on the horizon, we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We can now effectively market and promote these assets and their programs as part of the overall Bastrop experience. The Essential Tourism Asset Funding program would establish a stable funding source for these assets to effectively plan for our shared vision.

While the FY 18 HOT Funding Application contracts established a variety of deliverables and expectations with users, this new program would further define these tourism assets' roles in developing the Bastrop tourism picture. Staff would recommend incorporating the following deliverables into a funding agreement:

- a. Present 9-12 months' worth of programs annually (January December) designed to appeal to tourists and attract overnight visitation to City Council.
 - i. All art work, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods. Specific program details must be received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.
 - ii. PR Opportunities to promote events should be provided directly to Visit Bastrop.
 - iii. Maintain an active social media and online digital presence.
- b. Annual Marketing Plan
- c. Strategic Plan that addresses identifying additional funding sources
- d. Annual Operating Budget
- e. In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

- f. Monthly year-over-year traffic counts and primary market origin.
- g. Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.
- h. Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.
- i. Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.
- j. Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT'
- k. Other deliverables as currently defined in the FY 18 Funding Agreements specific to the assets roles in Bastrop's tourism picture.

All contracts would be for a multi-year period allowing the essential tourism assets to know how much funding will be available annually and allow for appropriate planning. Staff would recommend quarterly reporting requirements to City Council highlighting the assets' upcoming quarter of events and reviewing the current quarter's programs. Quarterly reporting will heighten the sense of accountability of the allocated HOT funds. Staff would present funding contracts in June for Council consideration for January – December programming in the following year. This lapse in time will allow appropriate time for marketing. Assets would be required annually to present proposed programming, marketing plans, and strategic plans to Council **before** funding would be allocated. Funding would occur, according to the contract, once approval is given by Council. The deliverables of each contract will be reviewed annually to ensure prior year compliance before funding is allocated in years 2 or 3. If an essential tourism asset does not perform according to contract, the asset may not be eligible for funding the next year, depending upon the cause of default.

Council expressed the desire to discuss this policy and the impact/role on Visit Bastrop as a part of the Joint Workshop on June 14, 2018.

FUNDING SOURCE:

FY 19 Hotel Occupancy Tax Fund

RECOMMENDATION:

Discuss Essential Tourism Asset Policy & Special Events previously funded by City through HOT Funds.

ATTACHMENTS:

- Hotel Occupancy Tax Fund Disbursement Policy DRAFT
- PowerPoint Presentation on Essential Community Assets
- PowerPoint Presentation on Visit Bastrop Special Events Application Process

HOTEL OCCUPANCY TAX FUND DISBURSEMENT POLICY

CITY OF BASTROP



May 2018

CITY OF BASTROP

HOTEL OCCUPANCY TAX FUND DISBURSEMENT PROGRAM

Introduction

This policy incorporates overall direction for providing hotel occupancy tax (HOT) funds to outside agencies, programs, and events in the form of one-time event grants and annual program agreements. The policy replaces all previous policies adopted by the City regarding the disbursement of city HOT funds except as specifically noted in this policy. The proposed policy has been divided into three sections:

Section 1: General Policy Statement

Section 2: Annual Essential Tourism Asset Programming HOT Funding

Section 3: Special Event-Based HOT Funding

Section 1: General Policy Statement

1.01 Policy Statement

Texas Tax Code Chapter 351 requires that municipal hotel occupancy tax funds be used for specific purposes. First, the funds must be used toward activities that support the tourism and lodging industries in the City of Bastrop. Second, the activities must fall within an enumerated set of approved activity types, outlined in Chapter 351 of the Tax Code. The City's HOT fund disbursement policy exists to ensure that the City's HOT funds to outside agencies, programs, and events are being spent in compliance with state law. This policy is designed to leverage HOT funds to attract tourism and strengthen the City's sales and hotel occupancy tax base by maximizing our investment with outside agencies, programs or events. The policy is designed to align with the strategic goals and vision of the Bastrop City Council and identified in the Comprehensive Plan 2036 to benefit the City's tourism, hospitality, cultural and lodging industries.

Section 2: Annual Essential Tourism Asset Programming HOT Funding

2.01 Annual Programs Eligible for HOT Funding

The City of Bastrop recognizes that there are outside organizations that are an important component to the Bastrop tourism picture. When actively programmed, marketed and leveraged properly, certain assets enhance the community's cultural and heritage scene and encourage increased tourism. These Essential Tourism Asset Programming HOT Fund recipients will be required to follow a distinct annual funding process as defined in this section. Essential Tourism Assets are defined in this policy as:

Organizations that provide cultural or heritage programming and enrichment opportunities including museums, art galleries, or performance venues located inside the City of Bastrop.

The Bastrop City Council will annually adopt a list of current Essential Tourism Assets during the budget adoption process.

2.02 Annual Essential Tourism Assets Program HOT Funding Request Process

Prospective Essential Tourism Assets HOT Fund recipients will use the following procedures for funding requests annually:

- A. Submit funding requests to the City Manager or their designee by June 15th and in the format established by the City Manager or their designee that will be available by request.
- B. Funding requests will be reviewed by the City Manager or their designees as part of the City's annual budget process.
- C. The City Manager or their designees will provide recommendations on each request from the prospective Annual Essential Tourism Assets Program HOT Fund requests in the annual budget presentation.
- D. The City Council will have final authority for approving contracts and funding amounts, including a decision to forgo or amend recommended funding, for any current or prospective applicant to the Essential Tourism Asset Program.

2.03 Annual Essential Tourism Assets Program HOT Fund Recipient Contract

An annual contract will be presented on behalf of all Annual Essential Tourism Asset Program HOT Fund Recipients to the City Council during the City's budget process. Contract form will be approved by the City Attorney and content will include all necessary reporting and monitoring requirements necessary to comply with all federal, state, and local rules and regulations, meet the intent of this Hotel Occupancy Tax Fund Policy, and any goals, strategies, plans or standards established by the City of Bastrop City Council.

2.04 Reports and Monitoring

The following reports shall be required of all Annual Essential Tourism Assets Program HOT Fund Recipients:

Annually:

- HOT Revenue Program Report Narrative of program activities for the organization (annually) that includes:
 - Marketing Plan
 - o Programming Schedule
 - o Strategic Plan
 - Operating Budget
 - Visitor Data including an intercept survey and traffic counts to the agency, program or event.

Quarterly

- Financial statements that describe specifically how HOT funds from the City of Bastrop are being utilized;
- Programming presentations to the general public during Bastrop City Council meetings that includes information on:

Upcoming programs or events

Updates on past programs or events

Current or future marketing efforts and partnerships

Staff or board development

Current, past or future fundraising initiatives

The City of Bastrop will monitor Annual Essential Tourism Assets Program HOT Fund Recipients to ensure compliance with all contractual elements and that the agencies, programs, and events are working in accordance with the intent of this policy.

- A. Funding for each agency will be made on a schedule as defined in the annual funding contract.
- B. Continued funding is contingent on the timely submission of all completed quarterly and annual reports that meet the requirements of this policy and the contract between the City and the recipient. Compliance with the requirements shall be determined by the City Manager or their designee.
- C. Organizations that receive funds from the Hotel Occupancy Tax Fund will meet the requirements of this section and all of the requirements listed in State law regarding the proper reporting and accounting of Hotel Occupancy Tax funds.
- D. Organizations receiving Hotel Occupancy Tax Funds must also follow all federal, state, and local rules and regulations related to buildings open to public access.
- E. An annual report will be prepared by all Annual Program HOT Fund Recipients for review as part of the budget review process.
- F. The City will be allowed access to the recipient's financial records to allow the City to audit or review the Organizations financial records.

Section 3: Special Event-Based HOT Funding

3.01 Overview

Organizations requesting to receive special event-based HOT funds will submit requests with Visit Bastrop, a 501c6 destination marketing organization that serves as the official marketing agency, brand advocate, and tourism and hospitality development arm of the City of Bastrop. Visit Bastrop will annually allocate special event HOT funds per their contractual agreement with the City of Bastrop to outside organizations requesting special event funding.

3.02 Event HOT Funding Process

The application process will be established by Visit Bastrop and approved by their board.





2018 Focus Areas:

Uniquely Bastrop, Economic Vitality, Fiscal Responsibility

2018 Work Plan Items:

Economic Vitality # 9, Fiscal Responsibility #9

Comprehensive Plan 2036:

Objective 8.1.3, Objective 8.1.4







Strategic Decision Making

- Chapter 351 of the Local Tax Code: HOT or NOT
- Current FY 18-19 Budget calls for leveraging HOT to attract tourism and strengthen our sales tax base
- Strategic VS Just Because







Proposed Policy

- Replaces any existing policies
- Aligns with Chapter 351
- Designed to leverage the City's investments
- Pertains to any "outside" funding
 - NOT: Visit Bastrop, Main Street, BAIPP, Convention Center, City's Special Event Expenses
 - **REPLACES:** Special Event Funding Program, Contractual agreement with the Visitors Center





Annual Essential Tourism Asset

- Defines an Essential Tourism Asset
- Establishes procedures for assets to apply for funding annually
- Contracts presented to Council during the Budget process
- Defines reporting and monitoring of Assets progress to ensure strategic investment of HOT is met
 - Quarterly Programming Updates to Council and the Public
- Contract outlines expectations, monitoring requirements, non negotiables, accountability and transparency to the public and the City.



Special Event Hot Funding VISIT BASTROP

- Annual allocation of additional funds to Visit Bastrop ultimately lies with Council's contractual relationship to the entity
 - FY 19 \$75,000 Proposed
- Visit Bastrop staff developing policy and application process to coincide with the City's budget year.
- Visit Bastrop is better equipped to track room night generation and provide economic impact data
- Stronger accountability and transparency related to HOT being used to generate room nights administered by the tourism arm of the City = better investment of the City's HOT

As a reminder...

 Certain events not eligible for HOT, but that contribute to our heritage and sense of community will be funded directly from the City.

HOT OR NOT?

 These organizers will work with the Hospitality & Downtown Department

Different from the City's Community
 Support Funding Program



Questions? Next Steps?

- Budget Workshop
- Policy to Council
- Meet with Essential Tourism Assets to provide an overview of new process and set timelines for FY 19 requests









City of Bastrop – City Council

Visit Bastrop – Board of Directors

Joint Work Session

June 14, 2018

Item 2E

- Visit Bastrop accepts applications for supplemental HOT funds from eligible groups and businesses whose proposed events have the capability of attracting overnight visitors to stay in Bastrop hotels.
- By law, the use of HOT funds must bring visitors and increase occupancy in Bastrop hotels, including the Hyatt Regency Lost Pines Resort. A good question to ask before requesting funding: Will people need to spend the night if they attend this event?
- If an event will not generate hotel activity, it may not be eligible to receive HOT funds. Some exceptions can be made if the event generates a significant amount of sales tax revenue and/or generates significant positive PR exposure for the destination.



- The applicant should provide a complete budget that includes all expenses and a detailed marketing plan for which HOT funds will be designated.
- Requested funding for marketing and advertising should be less than 50% of the expected advertising and promotional expenditures.
- Applicants should also submit a plan documenting they will market and promote the event and attract visitors to Bastrop.



Preliminary Funding Request

Visit Bastrop staff will receive applications for qualified events at any point as long as there is reasonable time for evaluation and proper planning and support of the event. Requests occurring less than 90 days before the event will generally not be accepted unless there are significant extenuating circumstances.



Tracking Room Nights

It is the applicant's responsibility to monitor the number of out of town guests who stay in Bastrop hotels. Applicants can document overnight hotel visitors by:

- Working with Hotels to ensure proper tracking or working with Visit Bastrop to secure room blocks
- Providing historic information on the number of room nights used during previous years of the same event and on the number of guests at hotels that attended the event
- Providing current information on the size of a room block that has been reserved at hotels for anticipated overnight guests attending the event;
- Submitting a list of zip codes of event attendees/participants in Post Report Documentation
- Distributing a survey to attendees.



Additional Required Documentation

- Projects that have received funding of \$5,000 or more for three consecutive years
 must provide documentation of the need for continued funding. Specifically describe
 how the use of funds has:
 - Helped the event develop and expand
 - Identify other sources of funding if available
 - How the absence of funds would place the continuation of the event in jeopardy

A Post Event Report must be completed within 60 days of the event.



Additional Required Documentation

- Projects that have received funding of \$5,000 or more for three consecutive years
 must provide documentation of the need for continued funding. Specifically describe
 how the use of funds has:
 - Helped the event develop and expand
 - Identify other sources of funding if available
 - How the absence of funds would place the continuation of the event in jeopardy

A Post Event Report must be completed within 60 days of the event.



- The Visit Bastrop Board of Directors, through staff, accepts applications for supplemental Hotel Occupancy Tax funds from eligible groups and businesses whose proposed projects and events have the capability of attracting overnight visitors to stay in Bastrop hotels.
- By law, the use of Hotel Occupancy Tax dollars must bring visitors to the City of Bastrop and increase occupancy in Bastrop hotels, including the Hyatt Regency Lost Pines Resort. A good question to ask before requesting funding: Will people need to spend the night if they attend this event? If an event will not generate any meaningful hotel activity, it may not be eligible to receive hotel occupancy tax funds. Some exceptions to the overnight visitation requirement can be made should the event generate a significant amount of sales tax revenue for the City and/or generate significant positive public relations exposure for the destination.

- The requesting organization should provide a complete projected budget that includes all expenses and a detailed marketing plan for which HOT funds will be designated.
- Requested funding for marketing and advertising should be less than 50% of the expected advertising and promotional expenditures. The purpose of this funding is to assist with the marketing of events and projects, not to be a patron of either the event or the fundraising beneficiary.
- Along with the application, applicants should submit a plan documenting how the applicant proposes to market and promote the event or project and attract visitors to Bastrop.

Tracking Room Nights:

It is the responsibility of the applicant to monitor the number of out of town guests who stay in Bastrop lodging properties. Applicants can document the generation of overnight hotel visitors by:

- A. Working with Hotels to ensure proper credit and tracking or working with Visit Bastrop to secure room blocks from Bastrop hotels;
- B. Providing historic information on the number of room nights used during previous years of the same events and on the number of guests at hotels and other lodging facilities that attended the event(s);
- C. Providing current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;
- D. Submitting a list of zip codes of event or project attendees/participants in Post Report Documentation; and
- E. Distributing a survey to attendees.

Additional Required Documentation

- Projects that have received funding of \$5,000 or more for three consecutive years must provide documentation of the need for continued funding. Specifically describe how the use of funds has helped the event develop and expand; identify other sources of funding is available; and how the absence of funds would place the continuation of the event in jeopardy.
- A Post Event Report must be completed within 60 days of the event.

Application Process and Timeline

Preliminary Funding Request

Visit Bastrop staff will receive applications for qualified events at any point as long as there is specific time to allow for a reasonable period of time for evaluation and for proper planning and support of the event. Request for funds for events occurring inside of 90 days of the request will most generally not be accepted unless there are significant extenuating circumstances.

Preliminary Project Funding Request
Date:
Name of Event:
Name of Sponsoring Entity:
1. Amount of Hotel Occupancy Tax funds requested to fund the project.
2. Number of local hotel rooms proposed for the event.
3. Clear and concise description of the proposed project.
4. Describe specifically how will the funds be used?
5. Other information you feel important for consideration of the project.
Please initial:
The Event "directly enhances and promotes tourism AND the convention and Hotel
Industry" (Texas Tax Code Section 351.101).
I understand that if this Preliminary Request is accepted, I must submit a full Application for Hotel Occupancy Tax Funds.
I understand submission of an Application does not guarantee funding. Visit Bastrop Board of Directors will review all Applications for appropriate use of HOT funds
and funding levels. The Board will make funding recommendations based on the appropriateness of the request and funds available.
Application completed by:
Contact Information:
Submit Funding Request to: Visit Bastrop
PO Box 1200

Bastrop, TX 78602