

# THE WOODLANDS

CONVENTION & VISITORS BUREAU

*visitthewoodlands.com*

## **NOTICE OF JANUARY 2016 ANNUAL MEETING OF MEMBERS AND BOARD OF DIRECTORS**

**To:** Board of Directors and Members

PURSUANT to the call of a majority of the Board of Directors named in the Certificate of Formation of the Corporation, NOTICE IS HEREBY GIVEN that the Board of Directors and the Members of The Woodlands Convention and Visitors Bureau, a Texas non-profit corporation (the "Corporation"), will meet at the principal office of the Corporation, at 2801 Technology Forest Boulevard, The Woodlands, Texas 77381, on the 12th day of January, 2016, at 11:30 a.m., for the purpose of:

1. Pledge of Allegiance;
2. Call to order and adoption of Agenda;
3. Members Elect the Directors for The Woodlands Convention & Visitors Bureau;
4. Directors Elect Officers for The Woodlands Convention & Visitors Bureau;
5. Receive, consider and act upon changes to the CVB Bylaws;
6. Public Comment;
7. Consider and approve Minutes from the November 2015 Board Meeting;
8. Consider and receive CVB Financial Report through November 2015;
9. Receive presentation on 2015 CVB highlights;
10. Receive, consider and act upon new CVB Mission, Vision and Purposes & Services;
11. Receive, consider and act upon 2016 Strategic Marketing and Communications Plan;
12. Receive, consider and act upon a partnership agreement with the Greater Houston CVB regarding the "Houston and Beyond" cooperative marketing campaign;
13. Receive, consider and act upon the 2016 Group Incentive Policy;

14. Receive, consider and act upon a sponsorship agreement between The Woodlands Arts Council and The Woodlands CVB for the 2016 Waterway Arts Festival;
15. Receive, consider and act upon Fifth Amendment to Waterway Cruisers Catering Services Operating Agreement through March 31, 2016;
16. Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; and to consult with the Corporation's attorney pursuant to §551.071, Texas Government Code;
17. Reconvene in public session;
18. Receive, consider and act upon agreement on assuming operations of the Waterway Cruisers;
19. Receive, consider and act upon potential sale of the Waterway Cruisers;
20. Receive, consider and act upon Ferry Grant program regarding the Waterway Cruisers;
21. Staff Initiative Reports;
22. President's Report;
23. Board Announcements;
24. Agenda items for next meeting;
25. Adjournment.

This notice is given in accordance with the Bylaws of the Corporation and the Texas Business Organization Code. In accordance with state law, notice of this meeting was posted at least 72 hours in advance. This posting occurs at the Montgomery County Courthouse, the Harris County Courthouse and inside the boundaries of the Township at its office building.

Dated at The Woodlands, Texas, the 7th day of January, 2016.



A handwritten signature in black ink, appearing to read "M. J. Wolda".

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President of The Woodlands Convention & Visitors Bureau

## CVB Regular Board Meeting

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Members Elect the Directors for The Woodlands Convention & Visitors Bureau;

#### BACKGROUND:

In accordance with the Bylaws of The Woodlands Convention and Visitors Bureau (TWCVB), a 501 (c) (6) nonprofit corporation, Members of TWCVB are charged with the responsibility of electing Directors to serve on the Board of Directors for TWCVB. The election of Directors by Members shall occur at the Board of Directors' and Members' Annual Meeting at the principal office of TWCVB, 2801 Technology Forest Boulevard, The Woodlands, Texas 77381, on January 12, 2016 at 11:30 a.m.

#### **Directors Under Consideration for Election by Incoming Members of TWCVB**

The incoming Members of TWCVB are considering the following individuals to serve on the Board of Directors of TWCVB for the 2016 term:

- **Gordy Bunch**, CVB Member, Township Director;
- **Jeff Long**, CVB Member, Township Director;
- **Ann Snyder**, CVB Member, Township Director;
- **Don Norrell**, CVB Member, The Woodlands Township General Manager;
- **Fred Domenick**, CVB Member, The Woodlands Waterway Marriott Hotel & Convention Center General Manager;
- **JJ Hollie**, CVB Member, The Woodlands Area Chamber of Commerce President & CEO; and
- **Greg Parsons**, CVB Member, Howard Hughes Corporation Vice President for Hospitality.

Attached hereto is an illustrative diagram illustrating the process of TWCVB elections for Directors and Officers as well as the ballot that will be presented.

#### RECOMMENDATION

Elect and appoint the individuals named above to TWCVB's Board of Directors to serve from January 2016 until the Annual Meeting in January 2017.

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### Attachments

Schematic Illustration for CVB Elections

Director Ballot

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# The Woodlands Convention and Visitors Bureau

501(c)(6)

Texas Non-Profit Corporation

“Owners”

Class “B”  
None

Class “A”  
Members  
Township Directors  
(Bunch, Long & Snyder)

Class “C”  
None

## Election of Directors by Members

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“Directors”

Directors  
Recommended:  
Bunch, Long, Snyder,  
Hollie, Domenick, Parsons  
& Norrell

## Election of Officers by The Woodlands CVB Board of Directors

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“Managers”

Officers

# THE WOODLANDS CONVENTION AND VISITORS BUREAU

Ballot  
for  
The Board of Directors of The Woodlands Convention and Visitors Bureau  
January 12, 2016

**In accordance with the Bylaws of The Woodlands Convention and Visitors Bureau (TWCVB), Members of TWCVB are charged with the responsibility of electing Directors to serve on the Board of Directors for TWCVB. Eligible persons who have expressed an interest and willingness to serve as Directors of TWCVB are stated below.**

**It is recommended that TWCVB Members select these individuals by written ballot as Directors of The Woodlands Convention & Visitors Bureau.**

*(Please vote by placing an "x" beside the name of the nominee and by signing your name below.)*

**Recommendations from The Woodlands  
Township Board of Directors:**

Gordy Bunch	
Jeff Long	
Ann Snyder	
Don Norrell	

Fred Domenick	
JJ Hollie	
Greg Parsons	

**Write In:**



Signature: \_\_\_\_\_

## CVB Regular Board Meeting

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Directors Elect Officers for The Woodlands Convention & Visitors Bureau;

#### BACKGROUND:

In accordance with the Bylaws of The Woodlands Convention and Visitors Bureau (TWCVB), a 501 (c) (6) nonprofit corporation, the Board of Directors of TWCVB is charged with the responsibility of electing Officers of TWCVB and Officers to serve on the Board of Directors for TWCVB. The election of Officers by Directors shall occur at the Board of Directors' and Members' Annual Meeting at the principal office of TWCVB, 2801 Technology Forest Boulevard, The Woodlands, Texas 77381, on January 12, 2016 at 11:30 a.m.

#### **Officers Under Consideration for Election by Incoming Directors of TWCVB**

The incoming Directors of TWCVB are this year considering the following individuals to serve as Officers of TWCVB and Officers on the Board of Directors of TWCVB:

- Chairman: \_\_\_\_\_
- Vice Chairman: \_\_\_\_\_
- Treasurer/Secretary: \_\_\_\_\_
- President: **Nick Wolda**

On Thursday, December 10, 2015, The Woodlands Township Board of Directors approved Nick Wolda as TWCVB President.

Attached hereto is an illustrative diagram illustrating the process of TWCVB elections for Directors and Officers as well as the ballot for officers.

#### RECOMMENDATION

Elect and appoint the individuals named above as Officers of TWCVB and Officers on the Board of Directors of TWCVB to serve from January 2016 until the Annual Meeting in January 2017.

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### Attachments

Schematic Illustration for CVB Elections

Officer Ballot

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# The Woodlands Convention and Visitors Bureau

501(c)(6)

Texas Non-Profit Corporation

“Owners”

Class “B”  
None

Class “A”  
Members  
Township Directors  
(Bunch, Long & Snyder)

Class “C”  
None

## Election of Directors by Members

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“Directors”

Directors  
Recommended:  
Bunch, Long, Snyder,  
Hollie, Domenick, Parsons  
& Norrell

## Election of Officers by The Woodlands CVB Board of Directors

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“Managers”

Officers

# THE WOODLANDS CONVENTION AND VISITORS BUREAU

Ballot  
for  
Officers of The Woodlands Convention and Visitors Bureau  
January 12, 2016

**In accordance with the Bylaws of The Woodlands Convention and Visitors Bureau (TWCVB), the Board of Directors of TWCVB is charged with the responsibility of electing Officers of TWCVB and Officers to serve on the Board of Directors for TWCVB. Eligible persons who have expressed an interest and willingness to serve as Officers of TWCVB are stated below.**

**It is recommended that TWCVB Directors select these individuals by written ballot as Officers of The Woodlands Convention & Visitors Bureau.**

*(Please vote by placing an "x" beside the name of the nominee and by signing your name below.)*

## Write In:

Chairman:	
Vice Chairman:	
Treasurer/Secretary:	


## Recommendations from The Woodlands Township Board of Directors:

President: Nick Wolda	


Signature: \_\_\_\_\_

## Current Directors of The Woodlands Convention and Visitors Bureau:

**Jeff Long  
Gordy Bunch  
Ann Snyder  
Don Norrell**

**Fred Domenick  
JJ Hollie  
Greg Parsons**

## **CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon changes to the CVB Bylaws;

#### BACKGROUND:

In 2006, The Woodlands Convention and Visitors Bureau (TWCVB) was created to provide significant marketing, public relations and special events/festivals in promoting The Woodlands as a destination. From its inception, TWCVB operated pursuant to its initial Bylaws and the First Amended and Restated Bylaws.

On November 7, 2012, TWCVB, through its Board of Directors, adopted the Second Amended and Restated Bylaws due to changes in the organizational structure of its main funding partner (The Woodlands Township), namely, amending the time and date of the Annual Meeting to January of each year, which had previously occurred in July based on The Woodlands Township's Board of Directors election in May.

Since that time, certain ambiguities and discrepancies, among other minor editing errors, have been identified in the current Bylaws, and it is necessary to modify the Bylaws to provide clarity in certain regards. One of the key areas to be addressed is the relationship between dual membership and directorship within TWCVB and the effects of termination, resignation, removal and/or non-appointment/election from one or both positions.

Legal counsel has reviewed the current Bylaws of TWCVB and will discuss the proposed changes with the Board of Directors at the January 12, 2016 meeting.

Attached is a draft (redlined) copy of the proposed Third Amended and Restated Bylaws.

#### RECOMMENDATION

Act upon the Third Amended and Restated Bylaws.

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### Attachments

Third Amended and Restated Bylaws - Redlined

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~~SECOND-THIRD~~ AMENDED AND RESTATED BYLAWS OF  
THE WOODLANDS CONVENTION AND VISITORS BUREAU

ARTICLE I – OFFICES

**1.1. REGISTERED OFFICE AND AGENT**

The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Board of Directors, upon making the appropriate filing with the Secretary of State.

**1.2. PRINCIPAL OFFICE**

The principal office of the Corporation shall be at 2801 Technology Forest Blvd., The Woodlands, Texas 77381, provided that the Board of Directors shall have the power to change the location of the principal office.

**1.3. OTHER OFFICES**

The Corporation may also have other offices at such places, within or without the State of Texas, as the Board of Directors may designate, or as the business of the Corporation may require, or as may be desirable.

ARTICLE II – MEMBERS

**2.1. ~~MANAGEMENT BY~~ MEMBERSHIP**

~~Management of the affairs of the Corporation is to be vested in its members~~The Corporation shall maintain one or more classes of members, as provided for herein (the “Members”).

**2.2. CLASSES OF MEMBERS**

The Corporation shall initially have three (3) classes of Members, which shall be subject to change by a vote of a majority of the Board of Directors. Members must meet the following qualifications for membership:

- |            |         |   |  |
|------------|---------|---|--|
| <u>1A.</u> | Class A | - | To be an elected or appointed Director of The Woodlands Township             |
| <u>2B.</u> | Class B | - | Operating businesses located within the boundaries of The Woodlands Township |
| <u>3C.</u> | Class C | - | Operating businesses in the region around The Woodlands Township             |

### **2.3. ELECTION OF MEMBERS**

- 1A.** Class A - Members shall be elected by a vote of the Board of Directors of The Woodlands Township pursuant to its own rules and regulations
- 2B.** Class B & Class C - Membership shall be by invitation by from the Board of Directors of the Corporation

### **2.4. TERMINATION OF MEMBERSHIP**

- 1A.** Class A - ~~Member's office~~Membership will terminate at the end of his or her term on the Board of Directors of The Woodlands Township, ~~or~~ upon such Member's resignation or removal from the Board of Directors of The Woodlands Township, or upon the occurrence of a non-appointment/election as a Member by the vote of a majority of the removal or resignation from the Board of Directors of The Woodlands Township following a prior appointment/election
- 2B.** Class B & Class C - ~~Member's office~~Membership will terminate upon non-payment of dues or fees or other conformance with the qualifications as determined required by the Board of Directors of the Corporation

### **2.5. RESIGNATION**

Any Member may resign by filing a written resignation with the Secretary.

### **2.6. TRANSFER OF MEMBERSHIP**

Membership in this Corporation is not transferable or assignable.

### **2.7. PLACE OF MEETING**

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas, but if all of the Members shall meet at any time and place either within or without the State of Texas and consent to the holding of a meeting, such meeting shall be valid without call or notice, and any corporate action may be taken at such meeting.

## **2.8. ANNUAL MEETING**

The annual meeting of Members shall be held on the second (2<sup>nd</sup>) Tuesday during the month of January, beginning January 2014, or alternatively, the annual meeting of Members shall be held on the date and time set by a vote of the majority of the Board of Directors.

Failure to hold the annual meeting at the designated time shall not work ~~as~~ a dissolution of the Corporation. In the event the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time, such demand to be made in writing and delivered by registered mail directed to any officer of the Corporation. If the annual meeting of Members is not called within sixty (60) days following such demand, any Member may compel the holding of such annual meeting by legal action directed against the Board of Directors, and all of the extraordinary writs of common law and of courts of equity shall be available to such Member to compel the holding of such annual meeting.

## **2.9. NOTICE OF MEMBERS' MEETING**

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10), nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, by electronic mail, or by regular mail, by or at the direction of the President, the Secretary, the officers, or the person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the ~~m~~Member at the ~~m~~Member's address as it appears on the records of the Corporation, with postage thereon paid. If transmitted by facsimile or electronic mail, notice is deemed to be delivered on successful transmission of the facsimile or electronic message.

## **2.10. SPECIAL MEMBERS' MEETINGS**

Special meetings of the Members may be called by the President, the Board of Directors, or by ~~m~~Members having not less than one-tenth of the votes entitled to be cast at such meeting.

Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting of the Members.

Any person or persons entitled hereunder to call a special meeting of Members may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the written request shall within ten (10) days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all Members entitled to vote at the meeting. If the officer does not give notice of the meeting within (10) days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws. Nothing contained in this section shall be construed as limiting, fixing, or affecting the time or date when a meeting of Members called by action of the Board of Directors may be held.

## **2.11. VOTING OF MEMBERS**

Each Member, regardless of class, shall be entitled to one (1) vote on each matter submitted to a vote of the Members, except to the extent that the voting rights of Members of any class or classes are limited, enlarged, or denied by the Certificate of Formation ~~of or~~ these Bylaws.

Unless otherwise provided by the Certificate of Formation or these Bylaws, a ~~m~~Member may vote in person or may vote by proxy executed in writing by the ~~m~~Member or by the ~~m~~Member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable for at least eleven (11) months. Elections of Directors or officers may be conducted by mail, by facsimile transmission, or by any combination of the two.

At each election for Directors, every Member entitled to vote at such election shall have the right to cast, in person or by proxy, one (1) vote for each elected Director position subject to election.

The majority vote of those votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the Members' meeting, unless the vote of a greater number is required by law, the Certificate of Formation, or these Bylaws.

Any vote may be taken by voice or show of hands unless a ~~m~~Member entitled to vote, either in person or by proxy, objects, in which case written ballots shall be used.

## **2.12. QUORUM OF MEMBERS**

Unless otherwise provided in the Certificate of Formation or in these Bylaws, a majority of the number of Members holding ~~the~~ the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Unless otherwise provided in the Certificate of Formation or these Bylaws, once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any ~~m~~Member, or the refusal of any ~~m~~Member represented in person or by proxy to vote, shall not affect the presence of a quorum at the meeting. Unless otherwise provided in the Certificate of Formation or these Bylaws, the Members represented in person or by proxy at a meeting of ~~m~~Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the majority of the Members represented in person or by proxy at that meeting.

## **2.13. FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE**

The record date for determining the Members entitled to notice of a Members' meeting and for determining the Members entitled to vote at a Members' meeting shall be the close of business

on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting.

A determination of Members entitled to notice of a Members' meeting or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new date for determining the right to notice or the right to vote. The Board of Directors must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

#### **2.14. VOTING LISTS**

After fixing a record date for the notice of a meeting, if requested by any Member of the Corporation, the Corporation shall prepare an alphabetical list of the names of all the voting Members who are entitled to notice of the meeting. The list must show the address and number of votes each voting Member is entitled to cast at the meeting. If requested, the Corporation shall maintain, through the time of the Members' meeting, a list of ~~m~~Members who are entitled to vote at the meeting but are not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of voting Members.

Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared, as provided above, and continuing through the meeting, the list of voting Members must be available for inspection by any ~~m~~Member entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. Such list must be available at the Corporation's principal office or at a reasonable place identified in the meeting notice in the ~~city~~-location where the meeting will be held. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect and to copy the list at a reasonable time and at the ~~m~~Member's expense during the period it is available for inspection.

The Corporation shall make the list of voting Members available at the meeting, and any voting ~~m~~Member or voting ~~m~~Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

#### **2.15. ACTION BY MEMBERS WITHOUT MEETING**

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof, or by all of the Members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provides, any action required by the Texas Business Organizations Code to be taken at a meeting of the Members, or any action that may be taken at a meeting of the Members of any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of

Members or committee ~~m~~Members as would be necessary to take that action at a meeting at which all of the Members or Members of the committee were present and voted.

Each written consent shall bear the date of signature of each Member or committee Member who signs the consent. A written consent signed by less than all of the Members or committee Members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by this section, a consent or consents signed by the required number of Members or committee Members is delivered to the Corporation at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Corporation having custody of the books in which proceedings of meeting of Member or committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation.

Prompt notice of the taking of any action by Members or a committee without a meeting by less than unanimous written consent shall be given to all Members or committee Members who did not consent in writing to the action.

If any action by Members or a committee is taken by written consent signed by less than all of the Members or committee Members, any article or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by ~~this Act~~ [the Texas Business Organizations Code](#) concerning any vote of the Members, that written consent has been given in accordance with the provisions of Section 6.202 of the Texas Business Organizations Code, and that any written notice required by such section has been given.

A telegram, telex, cablegram, or similar transmission by a ~~Director-Member~~ or Member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a ~~Director-Member~~ or ~~a~~ Member of a committee shall be regarded as signed by the ~~Director-Member~~ or Member of a committee for purposes of this section.

## **2.16. COMMITTEE OF THE MEMBERS**

The Members, by resolution adopted by a majority of the Members, may designate one or more committees which, to the extent provided in such resolution, shall have and exercise the authority of the Members in the management of the Corporation, except as limited by the Certificate of Formation, these Bylaws, or the Texas Business Organizations Code. Each such committee shall consist of two (2) or more Members. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Members of any responsibility imposed upon them by law.

Each Member of a committee shall continue as such until the next annual meeting of the Members of the Corporation and until a successor is appointed in the committee Member's stead, unless the committee shall be sooner terminated, or unless such Member be removed from such committee, or unless such Member cease to qualify as a Member thereof. One Member of each committee shall be appointed chairman by the person or persons authorized to appoint the

Members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolution designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Members.

### **ARTICLE III – DIRECTORS**

#### **3.1. BOARD OF DIRECTORS**

To the extent not limited or prohibited by law, the Certificate of Formation, or these Bylaws, the powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors of the Corporation. Directors need not be residents of the State of Texas or Members of the Corporation unless the Certificate of Formation or these Bylaws so require.

#### **3.2. NUMBER AND ELECTION OF DIRECTORS**

The number of Directors shall be not less than three (3) nor more than eleven (11), provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by a majority of the Board of Directors, provided that the number of Directors may not be decreased to fewer than three (3). No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

The Board of Directors shall be organized by electing a Chairman of the Board and any number of Vice-Chairmen as the Board deems proper to carry out the functions and purposes of the Corporation. Further, the Board shall elect a Secretary of the Board to carry out the functions of the Corporate Secretary

At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect Directors. Unless removed as provided herein, a Director shall hold office until the next annual election of Directors ~~and or if a Director position becomes vacant prior to such date~~ until said Director's successor shall have been elected, appointed, or designated and qualified as provided in these Bylaws.

#### **3.3. REMOVAL, TERMINATION**

A Director may be removed from office, with or without cause, by the persons entitled to elect, designate, or appoint the Director. If the Director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the Director.

If a Director is also a Member, such Director's term of office shall automatically terminate upon such Director's loss of membership in the Corporation.

#### **3.4. RESIGNATION**

A Director may resign by providing written notice of such resignation to the Corporation. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

### **3.5. VACANCIES AND INCREASE IN NUMBER OF DIRECTORS**

Any vacancy occurring in the Board of Directors prior to the end of that Director's term shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of the previous Director. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

### **3.6. ANNUAL MEETING OF DIRECTORS**

~~The annual meeting of the Board of Directors shall be held on the second (2nd) Tuesday during the month of January, beginning January 2014~~Immediately following each annual meeting of Members, the Board of Directors elected at such meeting shall hold an annual meeting, or alternatively, the annual meeting of ~~Members~~Members shall be held on the date and time set by a vote of the majority of the Board of Directors, at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the Board of Directors may be changed by resolution of the Board of Directors.

Failure to hold the annual meeting at the designated time shall not work a dissolution of the Corporation. In the event the Board of Directors fails to call the annual meeting at the designated time, any Director may make demand that such meeting be held within a reasonable time, such demand to be made in writing and delivered by registered mail directed to any officer of the Corporation. If the annual meeting of the Board of Directors is not called within sixty (60) days following such demand, any Director may compel the holding of such annual meeting by legal action directed against the ~~Board of Directors~~Corporation, and all of the extraordinary writs of common law and of courts of equity shall be available to such Director to compel the holding of such annual meeting.

### **3.7. REGULAR MEETING OF DIRECTORS**

Regular meetings of the Board of Directors may be held with or without notice at such time and place as may be from time to time determined by the Board of Directors.

### **3.8. SPECIAL MEETING OF DIRECTORS**

The Secretary shall call a special meeting of the Board of Directors whenever requested to do so by the President or by a majority of the Directors. Such special meeting shall be held at the date and time specified in the notice of the meeting.

### **3.9. PLACE OF DIRECTORS' MEETINGS**

All meetings of the Board of Directors shall be held either at the principal office of the Corporation or at such other place, either within or without the State of Texas, as shall be specified in the notice of meeting or executed waiver of notice.

### **3.10. NOTICE OF DIRECTORS' MEETINGS**

Notice of any special meeting of the Board of Directors shall be given at least two (2) days prior thereto by written notice delivered personally or sent by facsimile transmission, by electronic mail, or by regular mail, by or at the direction of the President, the Secretary, the officers, or the person calling the meeting, mail or telegram to each Director at that Director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If transmitted by facsimile or electronic mail, notice is deemed to be delivered on successful transmission of the facsimile or electronic message~~If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.~~ Any Director may waive notice of such meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board needs to be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by the Bylaws.

### **3.11. QUORUM AND VOTING OF DIRECTORS**

A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors fixed by the Bylaws. Directors present by proxy may not be counted toward a quorum. The act of the majority of the Directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Certificate of Formation.

A Director may vote in person or by proxy executed in writing by the Director. No proxy shall be valid after three (3) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

### **3.12. COMPENSATION**

Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Directors. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for such services. Members of committees may be allowed similar compensation and reimbursement of expenses for attending committee meetings.

### **3.13. ACTION BY DIRECTORS WITHOUT MEETING**

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provides, any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Board of Directors or of any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Directors or committee members as would be necessary to take that action at a meeting at which all of the Directors or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Director or committee member who signs the consent. A written consent signed by less than all of the Directors or committee members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by this section, a consent or consents signed by the required number of Directors or committee members is delivered to the Corporation at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of the Board of Directors or committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation.

Prompt notice of the taking of any action by the Board of Directors or a committee without a meeting by less than unanimous written consent shall be given to all Directors or committee members who did not consent in writing to the action.

If any action by the Board of Directors or a committee is taken by written consent signed by less than all of the Directors or committed members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by [the Texas Business Organizations Code](#)~~this Act~~ concerning any vote of the Board of Directors or committee members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code, and that any written notice required by such section has been given.

A telegram, telex, cablegram, or similar transmission by a Director or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Director or a member of committee shall be regarded as signed by the Director or member of a committee for purposes of this section.

### **3.14. COMMITTEES OF THE BOARD OF DIRECTORS**

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; amending or restating the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan of the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repeated by such committee. The designation and appointment of any such committee and the delegation of authority to such committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law upon the Board of Directors or upon any individual Director.

Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Directors of the Corporation, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof.

One member of each committee shall be appointed chairman by the person or person authorized to appoint the members thereof.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## ARTICLE IV – OFFICERS

### **4.1. NUMBER OF OFFICERS**

The officers of athe Corporation shall consist of a President and a Secretary and may also consist of one (1) or more Vice-Presidents, a Treasurer, and such other officers and assistant officers as may be deemed necessary by a vote of the majority of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors by a vote of the majority of the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. A committee duly designated may perform the functions of any officer, and the functions of any two (2) or more officers may be performed by a single committee, including the functions of both President and Secretary.

### **4.2. ELECTION OF OFFICERS AND TERM OF OFFICE**

All officers shall be elected or appointed annually by the Board of Directors at the regular annual meeting of the Board of Directors to serve until the next annual meeting of the Board of Directors, ~~or if an officer position becomes vacant prior to such date~~ and until said officer's position shall have been elected, appointed, or designated and qualified as provided in these Bylaws.

### **4.3. REMOVAL OF OFFICERS, VACANCIES, TERMINATION**

Any officer elected or appointed may be removed by the vote of a majority of the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the vote of a majority of the Board of Directors for the unexpired portion of the term.

If an officer is also a Director or Member, such officer's term of office shall automatically terminate upon such officer's removal, resignation, or termination of directorship or loss of membership in the Corporation.

### **4.4. POWERS OF OFFICERS**

Each officer shall have, subject to the Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Board of Directors shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the Board of Directors. The President may secure the fidelity of any and all officers by bond or otherwise.

All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be

provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

In the discharge of a duty imposed or power conferred on an officer of a Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by: (1) one or more other officers or employees of the Corporation, including members of the Board of Directors; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

#### **4.5. PRESIDENT**

The President shall be the chief executive officer of the Corporation and shall preside at all meetings of all Directors and [mM](#)Members. Such officer shall see that all orders and resolutions of the Board are carried out, subject however, to the right of the Directors to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Corporation.

The President or any Vice-President shall execute bonds, mortgages and other instruments requiring a seal, in the name of the Corporation. When authorized by the Board, the President or any Vice-President may affix the seal to any instrument requiring the same, and the seal when so affixed shall be attested by the signature of either the Secretary or an Assistant Secretary.

The President shall be ex-officio a member of all standing committees.

The President shall submit a report of the operations of the Corporation for the year to the Directors at their meeting next preceding the annual meeting of the Board of Directors.

#### **4.6. VICE-PRESIDENTS**

The Vice-President, or Vice-Presidents in order of their rank as fixed by the Board of Directors shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board of Directors shall prescribe.

#### **4.7. THE SECRETARY AND ASSISTANT SECRETARIES**

The Secretary shall attend all meetings of the Board of Directors and all meetings of the [mM](#)Members and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the [mM](#)Members and all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall

keep in safe custody the seal of the Corporation, and when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature or by the signature of an Assistant Secretary.

The Assistant Secretaries shall in order of their rank as fixed by the Board of Directors, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and they shall perform such other duties as the Board of Directors shall prescribe.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the Board shall be recorded by such person as shall be designated by the President or by the Board of Directors.

#### **4.8. THE TREASURER AND ASSISTANT TREASURERS**

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and Directors an account of all of the Treasurer's transactions and of the financial condition of the Corporation and exhibit the books, records, and accounts to the President or Directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board of Directors and in accordance with the orders of the President, and present to the President's attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board of Directors or by the President.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Corporation.

The Assistant Treasurers in the order of the seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and they shall perform such other duties as the Board of Directors shall prescribe.

### **ARTICLE V – CERTIFICATES OF MEMBERSHIP**

#### **5.1. CERTIFICATES OF MEMBERSHIP**

The Board of Directors may (but ~~are~~is not required to) provide for the issuance of certificates, or cards, or other instruments evidencing membership rights, voting rights or ownership rights (hereinafter referred to as "certificates"), which shall be in such form as may be determined by the Board. Such certificates, if issued, shall be signed by the President or Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors determines.

## **5.2. ISSUANCE OF CERTIFICATES**

When a Member has been elected to membership and has met the requirements for membership, a certificate, if issued, shall be issued in that Member's name and delivered to the Member by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of this Article V.

## **ARTICLE VI – INDEMNIFICATION AND INSURANCE**

### **6.1. INDEMNIFICATION**

The Corporation shall have the full power to indemnify and advance expenses pursuant to the provisions of the Texas Business Organizations ~~e~~Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

### **6.2. INSURANCE**

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a ~~m~~Member, Director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against the liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Corporation would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the Members of the Corporation. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of the person indemnified by the Corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other

person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the Directors approving the insurance or arrangement to liability, on any ground, regardless of whether Directors participating in the approval are beneficiaries of the insurance or arrangement.

## **ARTICLE VII – MISCELLANEOUS**

### **7.1. WAIVER OF NOTICE**

Whenever any notice is required to be given to any **m**Member or Director of the Corporation under the provisions of the Texas Business Organizations Code, the Certificate of Formation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

### **7.2. MEETINGS BY TELEPHONE CONFERENCE, ELECTRONIC OR OTHER REMOTED COMMUNICATIONS TECHNOLOGY**

Subject to the provisions required or permitted by the Texas Business Organization Code and these Bylaws for notice of meetings, members of the Board of Directors, or members of any committee may participate in and hold a meeting of such Board or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; (2) another suitable electronic communications system, including videoconferencing technology or the internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

### **7.3. SEAL**

The Corporation may adopt a corporate seal in such form as the Board of Directors may determine.

The Corporation shall not be required to use the corporate seal, and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

### **7.4. CONTRACTS**

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute

and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

#### **7.5. CHECKS, DRAFTS, ETC.**

All checks, drafts, or other instruments for payment of money or notes of the Corporation shall be signed by such officer or officers or such other person or persons as shall be determined from time to time by resolution of the Board of Directors.

#### **7.6. DEPOSITS**

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### **7.7. GIFTS**

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

#### **7.8. BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board of Directors, and committees and shall keep at the registered office or principal office in this State a record of the names and addresses of its [Members](#) entitled to vote. A Director of the Corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Corporation relevant to that purpose, at the expense of the [Member](#).

#### **7.9. FINANCIAL RECORDS AND ANNUAL REPORTS**

The Corporation shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Corporation shall be kept at the registered office or principal office of the Corporation in this state for at least three (3) years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Corporation may charge the reasonable expense of preparing a copy of a record or a report.

#### **7.10. FISCAL YEAR**

The fiscal year of the Corporation shall be as determined by the Board of Directors.

**ARTICLE VIII – CONSTRUCTION**

**8.1. PRONOUNS AND HEADINGS**

All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for convenience only and neither limit nor amplify the provisions of these Bylaws.

**8.2. INVALID PROVISIONS**

If any one or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

**ARTICLE IX – AMENDMENT OF BYLAWS**

The Board of Directors, by a vote of a majority of the Board of Directors, may amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation or the Texas Business Organization Code limits such powers.

Adopted by the Board of Directors on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, as certified by the Secretary of the Corporation as indicated below.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary for the Corporation

**CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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Information

SUBJECT MATTER:

Consider and approve Minutes from the November 2015 Board Meeting;

BACKGROUND:

See attached.

RECOMMENDATION

Approve Minutes as presented.

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Attachments

Minutes for November 4, 2015

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# THE WOODLANDS

CONVENTION & VISITORS BUREAU

*visitthewoodlands.com*

**November 4, 2015**

11:30 a.m.

MINUTES OF MEETING

BOARD OF DIRECTORS MEETING

THE WOODLANDS CONVENTION & VISITORS BUREAU

The Board of Directors for The Woodlands Convention & Visitors Bureau (TWCVB) of Montgomery County, Texas held their Board Meeting on November 4, 2015 at The Woodlands Township located at 2801 Technology Forest Boulevard, The Woodlands, Montgomery County, Texas, 77381 at 11:30 a.m. The roll was called and those in attendance were:

Gordy Bunch, Chairman  
Ed Robb, Treasurer/Secretary  
J.J. Hollie, Director  
Don Norrell, Director

Fred Domenick, Vice Chairman  
Peggy Hausman, Director  
Greg Parsons, Director  
Nick Wolda, President

Others in attendance were Bret Strong, TWCVB Legal Counsel; Cameron Klepac, TWCVB Marketing Specialist; Kara Stanley, TWCVB Group Sales Specialist; Emilie Harris, TWCVB Marketing Assistant; Monique Sharp, The Woodlands Township Assistant General Manager Finance & Administration; John Powers, The Woodlands Township Assistant General Manager of Community Services. The meeting was held in The Woodlands Township Board Chambers.

**Agenda Item No. 1 Pledge of Allegiance;** Chairman Bunch led the Pledge of Allegiance to the United States flag and the Pledge to the Texas flag.

**Agenda Item No. 2 Call to order and adoption of Agenda;** Chairman Bunch called the meeting to order at 11:36 a.m. and called for the Adoption of the Agenda for this meeting that was developed and duly posted as required by law. A Motion was made by Director Hausman to adopt the agenda and was seconded by Director Parsons. Motion carried by unanimous vote. Agenda adopted.

**Agenda Item No. 3 Public Comment;** There was no public comment at this time.

**Agenda Item No. 4 Consider and approve Minutes from September 2, 2015 Regular Board Meeting;** Motion to approve Minutes from September 2, 2015 Regular Board

Meeting made by Director Norrell and seconded by Director Hollie. Motion passed with one abstention from Director Hausman.

**Agenda Item No. 5 Consider and approve Minutes from October 7, 2015 Special Board Meeting;**

Motion to approve Minutes from October 7, 2015 Special Board Meeting made by Director Parsons and seconded by Director Don Norrell. Motion passed with one abstention from Director Hausman.

**Agenda Item No. 6 Consider and approve Financial Report for September 2015;**

Chairman Bunch called on Monique Sharp to present the September 2015 Financial Report. In terms of revenues, the year to date budget totaled \$2,200,000 and the year to date actual revenues totaled \$2,235,000. Supplemental Hotel Tax exceeds budget at \$145,000 and sponsorships are at \$121,000. This is mostly due to a timing difference. Event revenue is exceeding at \$19,000 which is related to the Ice Rink sales in January 2015. Offsetting favorable variances are unfavorable program income from The Waterway Cruisers grant awarded for engines and generators which have not been received. Year to date budget expenditures are \$2,577,000 with actual year to date expenditures at \$1,764,000. Favorable expenditure variance balance of \$813,000 resulting from a timing difference primarily from when the events have occurred, such as Lighting of the Dove, Ice Rink, Winter Wonderland and Trick or Treat Trail, once those expenditures come in that will lessen the favorable variance. In terms of Waterway Cruiser fares, they are running about an \$8,500 unfavorable variance for year to date. For the Waterway Cruiser expenditures, it is running a \$33,000 favorable variance; this is due to budgeting for insurance which Brazos Transit District is carrying, this leaves a \$59,000 fund balance for the Waterway Cruisers. Motion to approve Financial Report through September 2015 was made by Director Hausman and seconded by Vice Chairman Domenick. Motion passed unanimously.

**Agenda Item No. 7 Consider, receive and act upon Waterway Cruiser operational hours including schedule and extension until March 31, 2016;**

Chairman Bunch called on President Wolda to present the recommendation to reduce hours for the Waterway Cruisers through the end of the year and extend the contract with Brazos Transit District to March 31, 2016 to allow the Board to make long term decisions. Barry Goodman from The Goodman Corporation approached the podium to discuss the reduction of hours. The change of schedule reduces the deficit from \$203,000 to \$125,000. Director Norrell asked if the operating rate would increase to \$84 per operating hour or remain at the current rate through the extension of the contract. Goodman replied that the agreed rate will be at \$58 per operating hour. President Wolda then asked Ms. Sharp if funding for the Waterway Cruisers extension through March could come out of the CVB reserve fund which Ms. Sharp agreed. Goodman estimates cost to the CVB at the reduced hours is \$30,000 subsidy per quarter. Bret Strong mentioned that Landry's will continue operating with the Cruisers until the end of the year with the option to extend through March 31, 2016 pending board approval. Motion to approve Waterway Cruiser operational hours including schedule and extension funded through CVB reserves at the current rate of \$58.00 an hour until March 31, 2016 was made by Director Parsons and seconded by Director Hausman. Motion passed unanimously.

**Agenda Item No. 8 Consider, receive and act upon issuance of a Request for Proposal (RFP) to sell up to six (6) Waterway Cruisers and provide alternative water craft recommendations;** Remaining at the podium, Mr. Goodman continued to discuss this agenda item. Regarding exploring potential buyers, the CVB has had an inquiry from a potential buyer in Waco for up to six Cruisers. The potential buyer is currently working on determining if the river in Waco is suitable for the boats or not and if they would need to make modifications to meet the U.S. Coast Guards safety standards. The boat sale will be advertised in marine oriented magazines and also by conversation from The Goodman Corporation. All should be in motion in the next 60 days. Chairman Bunch points out that the purchase of more attractive water-craft could result in a higher rate of utilization. Mr. Goodman stated they are looking into utilizing federal ferry boat funds to not only retrofit Waterway Cruisers but to also purchase new equipment. Director Norrell asked for clarification on leaving flexibility to keep 2 or 3 boats or to potentially sell up to 6. Mr. Goodman agreed and also expressed that there will be a time for potential buyers to view the condition of the boats. The motion to issue a Request for Proposal (RFP) to sell up to six (6) Waterway Cruisers and provide alternative water craft recommendations through the Goodman Corporation at a cost of \$5,500 was made by Director Hausman and seconded by Secretary/Treasurer Robb. The motion passed unanimously.

**Agenda Item No. 9 Receive, consider and act upon Request for Expression of Interest (RFEI) for Contractors/Service Providers to provide Waterway Cruiser Service;** Chairman Bunch requested that Barry Goodman remain at the podium for this agenda item. Mr. Goodman suggested reaching out to entrepreneurs to take over operations. Goodman proposed a time for private operators to tour the boats and facilities. President Wolda asked if this RFEI could be completed by the January Board meeting. Mr. Goodman is going to target the January meeting for completion of the RFEI and send an update in December. Chairman Bunch discussed possibly changing the operating zone to include the lower canal. It is pointed out that the challenge is in maintaining the water craft from the lower canal and it was decided this would have to be smaller water crafts that could be trailerable. Legal counsel asked if this RFEI includes a public transit component for the operations facility. Brazos Transit District has a willingness to lease the maintenance facility to the CVB for a reasonable price. Motion to approve Request for Expressions of Interest (RFEI) for Contractors/Service Providers to provide Waterway Cruiser Service was motioned by Director Hausman and seconded by Director Hollie. The motion passed unanimously.

**Agenda Item No. 10 Receive consider and act upon the agreement between The Atkins Group and The Woodlands CVB for 2016 Advertising Agency of Record;** In 2014, The Atkins Group was chosen as the advertising agency of record for 2015. The current agreement allows for two consecutive 1-year renewals as long as they are meeting expectations. Renewals need approval from the Board. Terms for the 2016 agreement are the same from the prior year. A question was asked if the new contract does include all of

the new strategies that were included in the budget process and President Wolda agreed that it did. Motion to approve the agreement between The Atkins Group and The Woodlands CVB for 2016 Advertising Agency of Record was made by Vice Chairman Domenick and seconded by Director Norrell. Motion passed unanimously.

**Agenda Item No. 11 Receive, consider and act upon the Service Agreement between The Woodlands Township and The Woodlands Convention & Visitors Bureau;**

President Wolda presented the service agreement between the Township and the CVB which has been approved on the Township side at the October Board meeting. There was discussion about funding to the CVB equaling exact expenditures and anything remaining will not be accumulated into the CVB fund balance. Unused funds will be retained by the Township. Current uses for the reserve fund include \$100,000 for the Ice Rink and the return of an estimated \$40,000 of unused funds from the Waterway Cruisers from the 5 year plan with The Woodlands Township expiring December 31, 2015. Motion to approve the service agreement between the CVB and The Woodlands Township made by Secretary/Treasurer Robb and seconded by Director Parsons. The motion passed unanimously.

**Agenda Item No. 12 Receive, consider and act upon the Service Agreement between The Strong Firm and The Woodlands CVB for 2016 Legal Counsel Services;**

The Strong Firm has been the legal counsel for the CVB for 8 years and staff feels they are the best firm for the organization. The staff has an established long term relationship with The Strong firm who provide a 25% discount. They are located very close to the main office of the Township and are able to respond in a quick manner. It is recommended that the Strong Firm continue to serve as legal counsel in the future. A question from the Board was asked if the rates would increase for 2016 and Bret Strong answered that they have increased slightly but at less than 5% for the year. Motion to approve Service Agreement between The Strong Firm and The Woodlands CVB for 2016 Legal Counsel Services was made by Director Hausman and seconded by Director Parsons. Motion passed unanimously.

**Agenda Item No. 13 Receive, consider and act upon the agreement with The Woodlands Area Chamber of Commerce for The Woodlands CVB's 2016 Visitor Services Program;**

The Visitor Services program is outsourced to the Chamber for data gathering at multiple locations. Motion to approve the agreement with The Woodlands Area Chamber of Commerce for The Woodlands CVB's 2016 Visitor Services Program was made by Director Parsons and seconded by Chairman Bunch. The motion passed with one abstention by Director Hollie.

**Agenda Item No. 14 Receive, consider and act upon the agreement between Kaplan Public Relations and The Woodlands CVB for 2016 Public Relations Services;**

Kaplan Public Relations' current agreement allows for two 1-year extensions from their current service agreement if they have been successful for the year prior. Renewals are approved by the Board. Contract is \$36,000 a year for public relations. The Motion to approve the agreement between Kaplan Public Relations and The Woodlands CVB for

2016 Public Relations Services was made by Director Hollie and seconded by Vice Chairman Fred Domenick. The motion passed unanimously.

**Agenda Item No. 15 Receive, consider and act upon The Woodlands CVB Board of Directors Meeting Schedule for 2016;** The Board has requested to avoid the July 4, 2016 holiday due to traveling and by cancelling the July meeting. Chairman Bunch requested that the February 3, 2016 meeting be scheduled as a regular meeting not a special meeting to accommodate Waterway Cruiser needs.

Board agreed upon the following meeting schedule.

- Tuesday, January 12, 2016
- Wednesday, February 3, 2016
- Wednesday, March 2, 2016
- Wednesday, April 6, 2016 (Special Meeting if necessary)
- Wednesday, May 4, 2016
- Wednesday, June 8, 2016
- Wednesday, August 3, 2016 (Special Meeting if necessary)
- Wednesday, September 7, 2016
- Wednesday, October 5, 2016 (Special Meeting if necessary)
- Wednesday, November 2, 2016
- Wednesday, December 7, 2016 (Special Meeting if necessary)

Motion to approve The Woodlands CVB Board of Directors Meeting Schedule for 2016 was made by Director Parsons and seconded by Director Hollie. Motion passed unanimously.

**Agenda Item No. 16 Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; and to consult with the Corporation's attorney pursuant to §551.071, Texas Government Code; No Board action necessary.**

**Agenda Item No. 17 Reconvene in public session;** The board reconvened at 12:36 p.m.

**Agenda Item No. 18 Receive, consider and act upon recommendations regarding The Woodlands Waterway Cruisers;** No action at this time.

**Agenda Item No. 19 Staff Initiative Reports;** Marketing Specialist Cameron Klepac debuted the new tear off map of Town Center as well as the recently launched redesigned website with event calendar and updated navigation. Klepac also discussed upcoming holiday events and the marketing initiatives associated with those events. Group Sales Specialist Kara Stanley reported on her recent and upcoming travels to promote The Woodlands as a destination for corporate meetings and conventions. She also announced a winning bid she worked on that will come to The Woodlands in September of 2017.

Nick Wolda reported 103% of the 2015 sponsorship goal is contracted. No motion necessary.

**Agenda No. 20 President's Report;** President Nick Wolda thanked Director Hausman for her service and dedication to the CVB Board as she retires from the Board. Wolda also announced the promotion of Emilie Harris to Marketing Specialist.

**Agenda No. 21 Board announcements;** Director Parsons shared an article from the Houston Chronicle on October 20, 2015 that listed the top 30 tax receipts in July from Texas hotels. The Woodlands had 2 hotels on the list. Link to the article:

<http://www.chron.com/news/houston-texas/texas/article/How-much-money-do-Texas-hotels-bring-in-A-lot-6579901.php#photo-6638716>

**Agenda No. 22 Consideration of agenda items for next meeting;** None at this time.

**Agenda No. 23 Adjournment;** Director Hausman motioned to adjourn. Director Don Norrell seconded. Motion passed unanimously. Adjourned at 1:02 p.m.

**CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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Information

SUBJECT MATTER:

Consider and receive CVB Financial Report through November 2015;

BACKGROUND:

See attached.

RECOMMENDATION

Approve Financial Report as presented.

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Attachments

CVB Financials through November 2015

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# THE WOODLANDS

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CONVENTION & VISITORS BUREAU

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*visitthewoodlands.com*

**GENERAL PURPOSE FINANCIAL STATEMENTS**  
**November 30, 2015**

*These financial statements are unaudited and intended for informational  
and internal discussion purposes only.*

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**Balance Sheet**  
**As of November 30, 2015**

**Assets and Other Debits**

Cash	1,107,571
Other Receivables	172,927
Due from Other Funds	269,011
Prepaid Expenses	11,000

**Total Assets** 1,560,509

**Liabilities and Fund Balance**

**Current Liabilities**

A/P and Accrued Liabilities	81,185
Due to Other Funds	208,061

**Fund Balance**

Undesignated - CVB	1,240,827
Designated - Waterway Cruisers	30,437

**Total Liabilities and Fund Balance** 1,560,509

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**Budget and Actual**  
**For the Eleven Months Ended November 30, 2015**

	11/30/2015 YTD Budget	11/30/2015 YTD Actual	Favorable/ (Unfavorable)
<b>REVENUE</b>			
Operating Transfers	458,976	458,976	-
Supplemental Hotel Occupancy Tax	1,479,840	1,604,647	124,807
Interest Income	460	1,069	609
Sponsorships	287,000	321,750	34,750
Event Revenue	137,500	88,519	(48,981)
Program Income - Waterway Cruisers	387,757	107,711	(280,046)
<b>Subtotal</b>	<b>2,751,533</b>	<b>2,582,672</b>	<b>(168,861) (A)</b>
<b>GENERAL EXPENSES</b>			
CVB Township Staff	509,677	433,553	76,124
Staff Development	20,000	17,048	2,952
Facilities Expense	26,810	26,813	(3)
Equipment Expense	7,332	7,774	(442)
Contracted Services	58,825	45,295	13,530
Administrative	74,751	43,116	31,635
<b>Subtotal</b>	<b>697,395</b>	<b>573,598</b>	<b>123,797 (B)</b>
<b>ATTRACTIONS &amp; EVENTS</b>			
Red, Hot & Blue	274,000	263,785	10,215
Lighting of the Doves	104,000	28,738	75,262
Ice Rink	281,100	189,203	91,897
Winter Wonderland	93,000	4,691	88,309
iWOW	120,300	3,703	116,598
Memorial Day Event	57,500	55,119	2,381
Labor Day Event	46,200	51,151	(4,951)
Trick or Treat Trail	38,000	28,574	9,426
Live at Night	35,300	24,138	11,162
Waterway Nights	81,300	48,181	33,119
Caroling on the Square	5,750	-	5,750
Community Festivals & Events	153,000	126,944	26,056
<b>Subtotal</b>	<b>1,289,450</b>	<b>824,225</b>	<b>465,225 (C)</b>
<b>DESTINATION MARKETING</b>			
Media	327,972	286,992	40,980
Public Relations	33,000	31,650	1,350
Production	77,916	74,240	3,676
International Marketing	20,000	5,969	14,031
Cooperative Marketing	25,000	29,652	(4,652)
Group Sales	64,166	69,040	(4,874)
Visitor Services	83,834	82,000	1,834
<b>Subtotal</b>	<b>631,888</b>	<b>579,543</b>	<b>52,345 (D)</b>
<b>PROMOTION</b>			
Waterway Cruisers	563,796	214,695	349,101
Promotion	171,000	108,223	62,777
Information Distribution	91,200	70,222	20,978
Other Advertising	20,000	25,469	(5,469)
Business Development	6,000	2,383	3,617
<b>Subtotal</b>	<b>851,996</b>	<b>420,991</b>	<b>431,005 (E)</b>
<b>CONTINGENCY</b>			
	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>3,470,729</b>	<b>2,398,357</b>	<b>1,072,372</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>(719,196)</b>	<b>184,314</b>	<b>903,510</b>
<b>BEGINNING FUND BALANCE</b>	<b>-</b>	<b>1,086,949</b>	<b>1,086,949</b>
<b>ENDING FUND BALANCE</b>	<b>(719,196)</b>	<b>1,271,263</b>	<b>1,990,459</b>

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**Operating Budget Variances**  
**For the Eleven Months Ended November 30, 2015**

**A) Revenues**

- Supplemental Hotel Occupancy Tax - The favorable variance is due to HOT revenues being higher than budgeted.
- Sponsorships - The favorable variance is due to higher than budgeted contributions.
- Event Revenue - The unfavorable variance is due to a timing difference between actual and budgeted revenue for the ice rink.
- Waterway Cruisers - Please reference separate financial statements for Waterway Cruisers included in this package for detailed revenues related to the program.

**B) General Expenses**

- CVB Township Staff - The favorable variance is due to lower than budgeted salary and benefits expense due to staff vacancies.
- Staff Development - The favorable variance is due to training and conferences being lower than budgeted.
- Equipment - The unfavorable variance is due to cell phone expenses being higher than budgeted.
- Contracted Services - The favorable variance is due primarily to lower than budgeted consulting and legal expenses.
- Administrative - The favorable variance is due primarily to lower than budgeted supplies, postage and printing expenses.

**C) Attractions & Events**

- Red, Hot, & Blue - The favorable variance is due to expenses being lower than budgeted for event public safety.
- Lighting of the Doves - The favorable variance is due to a timing difference between when expenses are budgeted versus incurred for event production and advertising.
- Ice Rink - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Winter Wonderland - The favorable variance is due to a timing difference between when expenses are budgeted versus incurred for event production and advertising.
- iWOW - The favorable variance is due to a timing difference between when expenses are budgeted versus incurred for event production and advertising.
- Memorial Day - The favorable variance is due to expenses being lower than budgeted for event public safety.
- Live at Night - The favorable variance is due to expenses being lower than budgeted.
- Waterway Nights - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Community Festivals & Events – The favorable variance is due to a timing difference between actual and budgeted expenditures.

**D) Destination Marketing**

- Media - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Production - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- International Marketing - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Cooperative Marketing - The unfavorable variance is due to expenses being higher than budgeted.
- Group Sales - The unfavorable variance is due to a timing difference between actual and budgeted expenditures.

**E) Promotion**

- Waterway Cruisers - Please reference separate financial statements for Waterway Cruisers included in this package for detailed expenditures related to the program.
- Promotion - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Information Distributing - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Business Development - The favorable variance is due to a timing difference between actual and budgeted expenditures.

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**2015 Sponsorship Commitments**

Coca-Cola	Red, Hot, & Blue	7,500
The Woodlands Development Company	Red, Hot, & Blue	6,500
First Choice Emergency Room	Red, Hot, & Blue	3,000
BBVA Compass	Red, Hot, & Blue	25,000
HEB	Red, Hot, & Blue	4,000
First American Title Company	Red, Hot, & Blue	10,000
Global Event Logistics	Red, Hot, & Blue	7,500
Kevin Brady for Congress	Red, Hot, & Blue	3,000
Waste Management	Red, Hot, & Blue	1,000
Olive Garden	Red, Hot, & Blue	3,000
CHI St. Luke's Health - The Woodlands Hospital	Red, Hot, & Blue	1,500
City of Shenandoah	Red, Hot, & Blue	7,500
America's ER	Red, Hot, & Blue	10,000
CHI St. Luke's Health - Springwoods Village	Red, Hot, & Blue	1,500
<b>TOTAL</b>		<b>91,000</b>

Bonefish Grill	Lighting of the Doves	2,500
<b>TOTAL</b>		<b>2,500</b>

The Woodlands Young Learners Academy	Ice Rink	1,500
Kroger	Ice Rink	3,000
Coca-Cola	Ice Rink	2,500
The Woodlands Development Company	Ice Rink	2,500
Wells Fargo	Ice Rink	3,000
Xfinity	Ice Rink	4,000
Texas Children's Hospital	Ice Rink	25,000
Planet Ford	Ice Rink	25,000
The Strong Firm	Ice Rink	6,500
America's ER	Ice Rink	3,000
Toll Brothers	Ice Rink	1,500
Ricardo Gonzalez Team - REMAX	Ice Rink	1,500
Berryhill Baja Grill	Ice Rink	1,500
Trina Turk	Ice Rink	1,500
The Woodlands Financial Group	Ice Rink	1,500
Wright's Printing	Ice Rink	1,500
CHI St. Luke's Health - The Woodlands Hospital	Ice Rink	1,500
<b>TOTAL</b>		<b>86,500</b>

Donoho's Jeweller	Winter Wonderland	20,000
<b>TOTAL</b>		<b>20,000</b>

Physicians ER	iWOW	2,500
Coca-Cola	iWOW	5,000
Waste Management	iWOW	1,000
CenterPoint Energy	iWOW	7,000
Texas Children's Hospital	iWOW	5,000
Service King Collision Repair Center	iWOW	5,000
America's ER	iWOW	2,000
<b>TOTAL</b>		<b>27,500</b>

The Woodlands Development Company	Memorial Day	2,000
Wells Fargo	Memorial Day	15,000
The Woodlands Resort & Conference Center	Memorial Day	2,500
America's ER	Memorial Day	9,000
<b>TOTAL</b>		<b>28,500</b>

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**2015 Sponsorship Commitments**

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The Woodlands Development Company	Labor Day	1,500
Five Point Credit Union	Labor Day	1,500
RE/MAX The Woodlands & Spring	Labor Day	1,500
Waste Connections of Texas	Labor Day	10,000

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**TOTAL      14,500**

Kroger	Trick or Treat Trail	2,500
The Woodlands Development Company	Trick or Treat Trail	2,000
The Woodlands Young Learners Academy	Trick or Treat Trail	2,500
Wells Fargo	Trick or Treat Trail	10,000
Waste Management	Trick or Treat Trail	1,000
Texas Children's Hospital	Trick or Treat Trail	2,000

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**TOTAL      20,000**

Kroger	Live at Night	2,000
RE/MAX The Woodlands and Spring	Live at Night	2,000
The Woodlands Development Company	Live at Night	1,500
Broadstone Sierra Pines	Live at Night	2,000
Wells Fargo	Live at Night	5,000
Toll Brothers	Live at Night	1,000
Huntington Learning Center	Live at Night	1,000

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**TOTAL      14,500**

Toll Brothers	Waterway Nights	2,000
Noodles and Company	Waterway Nights	2,000
RE/MAX The Woodlands and Spring	Waterway Nights	2,000
Broadstone Sierra Pines	Waterway Nights	2,000
The Woodlands Development Company	Waterway Nights	1,500
NextCare Urgent Care	Waterway Nights	2,000
Planet Ford	Waterway Nights	2,000
Kona Ice	Waterway Nights	1,000
Frost Bank	Waterway Nights	2,000
Bella Destino	Waterway Nights	250

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**TOTAL      16,750**

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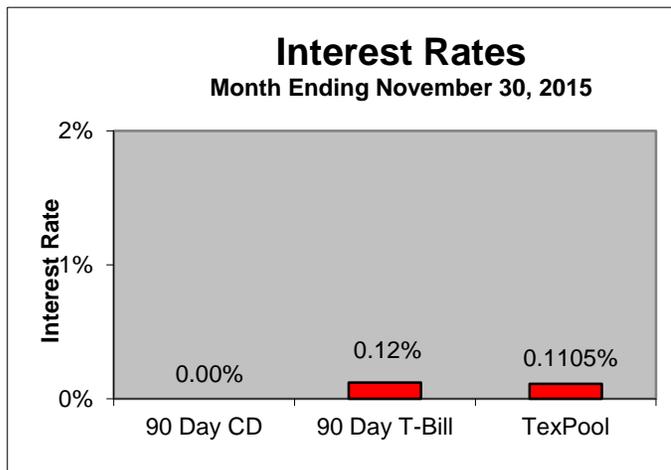
**Total Pledged Commitments      321,750**

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**Cash Report as of November 30, 2015**

Investment Type	Description/ Location	Maturity	Beginning Balance	Monthly Activity	Earnings	Ending Balance	Beginning Market	Ending Market	Avg. % Yield
Choice IV Commercial Checking with Interest	Wells Fargo Checking Account	Open	\$ 1,269,972	\$(119,167)	\$ 96	\$1,150,901	\$1,269,972	\$1,150,901	0.09%
Total			\$ 1,269,972	\$(119,167)	\$ 96	\$1,150,901	\$1,269,972	\$1,150,901	0.09%

YTD

**\$ 1,069**



\*\* The 90 day CD rate is taken from the Federal Reserve website. "An average of dealer bid rates for CD's that are actively traded in the secondary market and are issued by top-tier banks. Bids are generally for CD's issued in denominations of \$1,000,000 or greater. Responses are not reported when the number of respondents is too few to be representative."

# The Woodlands Waterway Cruisers



## Supplemental Information November 30, 2015

*These financial statements are unaudited and intended for informational and internal discussion purposes only.*

**THE WOODLANDS WATERWAY CRUISERS**  
**Budget and Actual**  
**Year to Date ending November 30, 2015**

	YTD Budget	YTD Actual	Favorable/ (Unfavorable)	
<b>REVENUE</b>				
Charters	12,500	9,000	(3,500)	
Sponsorships	5,000	-	(5,000)	
Fares	116,413	98,711	(17,702)	
Grant Reimbursement	253,844	-	(253,844)	
<b>Subtotal</b>	<u>387,757</u>	<u>107,711</u>	<u>(280,046)</u>	(A)
<b><u>TOTAL REVENUE</u></b>	<u>387,757</u>	<u>107,711</u>	<u>(280,046)</u>	
<b>CONTRACTED SERVICES</b>				
Maintenance & Operations	190,666	204,506	(13,840)	
Legal	2,000	-	2,000	
Consulting	10,000	4,250	5,750	
<b>Subtotal</b>	<u>202,666</u>	<u>208,756</u>	<u>(6,090)</u>	(B)
<b>MARKETING AND PLANNING SUPPORT</b>				
Promotional Supplies	10,000	5,939	4,061	
<b>Subtotal</b>	<u>10,000</u>	<u>5,939</u>	<u>4,061</u>	(C)
<b>ADMINISTRATIVE</b>				
Insurance	33,825	-	33,825	(D)
<b>Subtotal</b>	<u>33,825</u>	<u>-</u>	<u>33,825</u>	
<b><u>TOTAL OPERATING EXPENDITURES</u></b>	<u>246,491</u>	<u>214,695</u>	<u>31,796</u>	
<b>REVENUE OVER/(UNDER) OPERATING EXPENDITURES</b>	<u>141,266</u>	<u>(106,984)</u>	<u>(248,250)</u>	
<b>CAPITAL EXPENDITURES</b>	<u>317,305</u>	<u>-</u>	<u>317,305</u>	(E)
<b>TOTAL REVENUE OVER EXPENDITURES</b>	<u>(176,039)</u>	<u>(106,984)</u>	<u>69,055</u>	
<i>(Including Capital Expenditures)</i>				
<b>BEGINNING FUND BALANCE</b>	<u>137,420</u>	<u>137,420</u>	<u>-</u>	
<b>ENDING FUND BALANCE</b>	<u>(38,619)</u>	<u>30,437</u>	<u>69,055</u>	

**NOTES:**

- The "unaudited" 2015 Beginning Fund Balance is the remaining balance from a one-time contribution of \$500,000 from The Woodlands Township. As of January 1, 2015, \$272,251 of the fund balance has been used for capital renovations to the cruisers and \$90,329 for operations.
- As of April 1, 2014 Waterway Cruiser insurance is covered by Brazos Transit District.
- Expenditures are recorded in the month the service was received.

**THE WOODLANDS CONVENTION & VISITORS BUREAU**  
**Operating Budget Variances**  
**Year to Date ending November 30, 2015**

**A) Revenues**

- Charters - Includes fees for all charters booked by Landry's and all private charters booked through the District. Charter revenues reflect a unfavorable variance for the year.
- Sponsorships - No sponsorship revenue has been received relative to the Waterway Cruisers.
- Fares - While ridership for 2015 is slightly down from 2014, the unfavorable variance is due primarily to actual ridership and fare revenue being lower than anticipated.
- Grant Reimbursement - The unfavorable variance is related to the capital expenditures. Eighty percent (80%) of the motor and generator replacement expenditures is grant reimbursable.

**B) Contracted Services**

- Maintenance and Operations - The year to date unfavorable variance is due to higher than forecasted hours of operation for the Waterway Cruisers by The Brazos Transit District.
- Legal - There have been no legal expenditures incurred in 2015.
- Consulting - The favorable variance is due to consulting expenses being lower than budgeted.

**C) Marketing and Planning Support**

- Promotional Supplies - The year to date favorable variance is due to marketing and promotional items being lower than forecasted.

**D) Administrative**

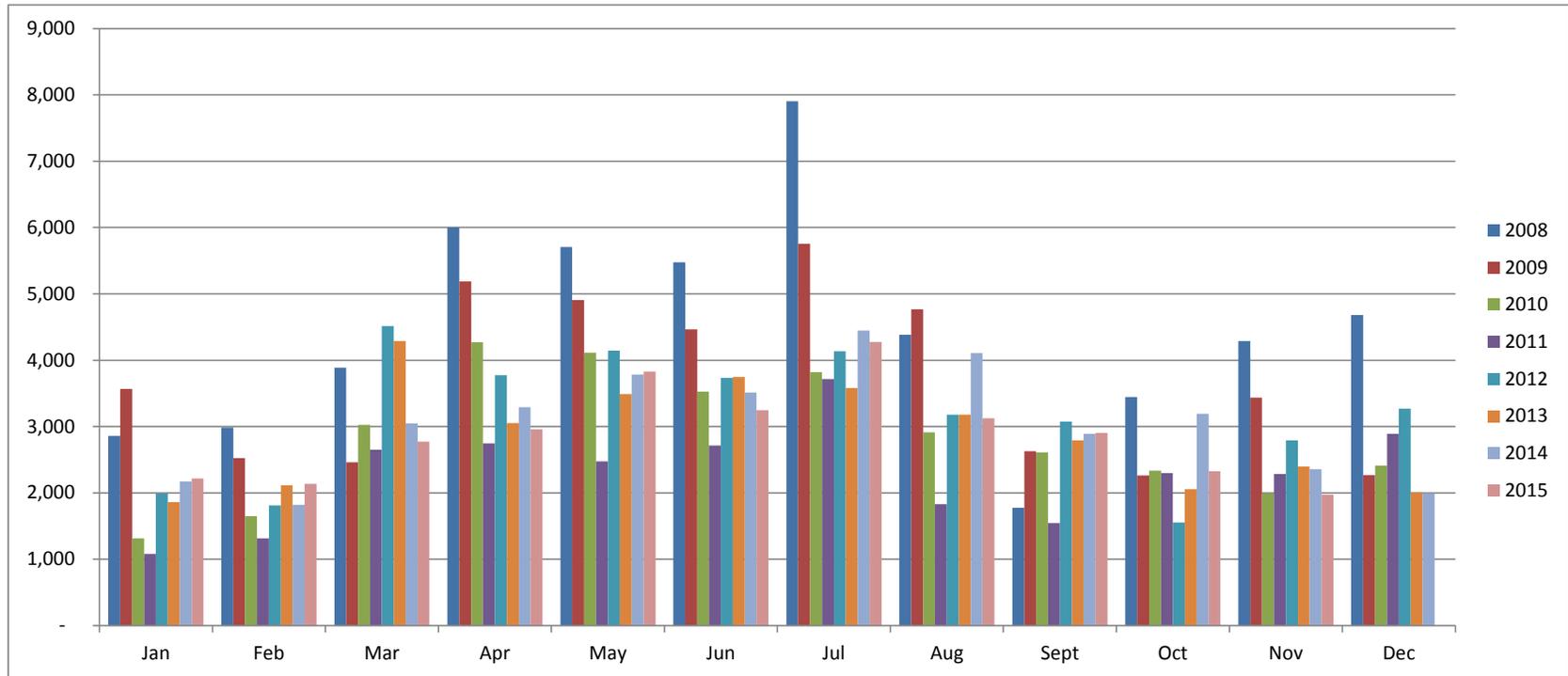
- Insurance - The year to date favorable variance is due to insurance being provided by Brazos Transit District. The Township's insurance expense was provided through March 2014 and was not renewed thereafter.

**E) Capital Expenditures**

- Motor and Generator Replacements - The favorable variance is due to a timing difference between actual and budgeted capital expenditures.

## Waterway Cruiser Ridership

January 2008 - November 2015



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2008	2,859	2,987	3,888	6,003	5,708	5,477	7,906	4,383	1,778	3,447	4,289	4,683	53,408
2009	3,566	2,526	2,463	5,187	4,908	4,464	5,757	4,768	2,628	2,263	3,438	2,270	44,238
2010	1,314	1,650	3,024	4,272	4,115	3,528	3,822	2,913	2,613	2,335	1,992	2,411	33,989
2011	1,079	1,318	2,650	2,745	2,477	2,716	3,718	1,832	1,547	2,301	2,288	2,892	27,563
2012	1,987	1,811	4,515	3,777	4,144	3,735	4,138	3,178	3,075	1,555	2,792	3,269	37,976
2013	1,864	2,114	4,288	3,052	3,492	3,747	3,579	3,178	2,791	2,057	2,399	2,005	34,566
2014	2,175	1,819	3,049	3,292	3,786	3,514	4,446	4,108	2,892	3,195	2,359	1,994	36,629
2015	2,219	2,138	2,775	2,959	3,830	3,245	4,278	3,126	2,902	2,326	1,974		

	2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Operating Cost	\$	16,977	\$ 15,689	\$ 19,964	\$ 15,660	\$ 27,028	\$ 17,298	\$ 18,734	\$ 16,827	\$ 18,038	\$ 18,044	\$ 20,248	\$ -
Cost Per Rider	\$	7.65	\$ 7.34	\$ 7.19	\$ 5.29	\$ 7.06	\$ 5.33	\$ 4.38	\$ 5.38	\$ 6.22	\$ 7.76	\$ 10.26	

## CVB Regular Board Meeting

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon new CVB Mission, Vision and Purposes & Services;

#### BACKGROUND:

In 2016, after Board request, The Woodlands Convention and Visitors Bureau shifted away from production of community festivals and events to a newly defined focus, which will realign themselves with more traditional goals of a Convention and Visitors Bureau.

Due to this shift, modifications to the CVB's current Mission, Vision and Purposes & Services should be explored. Please see below:

#### SUGGESTED CHANGES

##### *Mission Statement*

To position The Woodlands as a regionally, nationally, and internationally recognized ~~tourist~~ destination by developing quality marketing programs and ~~events sales outreach~~ to attract visitors and stimulate economic development and growth.

##### *About Mission Statement*

The Woodlands Convention & Visitors Bureau drives demand for The Woodlands as a travel destination, creates new revenue for businesses, and increases sales and hotel occupancy tax for The Woodlands Township's general fund. Tax revenue generated by the tourism industry is invested back into improving The Woodlands' infrastructure and programs.

##### *Vision Statement*

The Woodlands Convention & Visitors Bureau is an energetic and innovative 501 (c) (6) organization of talented and dedicated professionals who fulfill the Bureau's Mission Statement by setting high performance standards, expectations and goals. The Bureau works with its community to create and maintain productive public and private partnerships while serving as a reliable and credible source for The Woodlands' tourism industry.

##### *Purposes & Services*

- Provide leadership for the tourism industry in The Woodlands, coordinating activities, encouraging marketing programs and projecting an appealing image on behalf of The Woodlands.
- Drive the destination of The Woodlands to meeting professionals, business travelers, tour operators and individual visitors.
- Represent hotels, facilities, attractions, restaurants, retail centers and other providers who serve visitors.
- Operate and market transportation in The Woodlands including The Woodlands Waterway Trolleys and the Waterway Cruisers.
- Provide an array of services to ~~tour~~ planners in developing tours into The Woodlands, including suggested itineraries and overnight accommodations.
- ~~Develop, produce, and~~ Support key signature events that promote and highlight The Woodlands ~~community~~ as a destination for overnight stays.
- Help visitors save time and energy in looking for tourism opportunities in The Woodlands and Greater Houston area by providing visitor services.
- Work with regional partners in promoting The Woodlands as an ideal location to visit and spend the night.
- Develop and support training initiatives for hospitality employees in The Woodlands.

RECOMMENDATION

To be determined by Board.

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Attachments

*No file(s) attached.*

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## **CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon 2016 Strategic Marketing and Communications Plan;

#### BACKGROUND:

In 2016, after Board request, The Woodlands Convention and Visitors Bureau shifted away from production of community festivals and events to a newly defined focus, which will realign the organization with more traditional goals of a Convention and Visitors Bureau.

With the change, the Strategic Marketing and Communications plan will be the roadmap for how the CVB will strive to accomplish the initiatives and objectives set forth for the year. Please find attached 2016 Strategic Marketing & Communications Plan.

A detailed report will be presented at the January 12, 2016 Board Meeting.

#### RECOMMENDATION

To be determined by Board.

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### Attachments

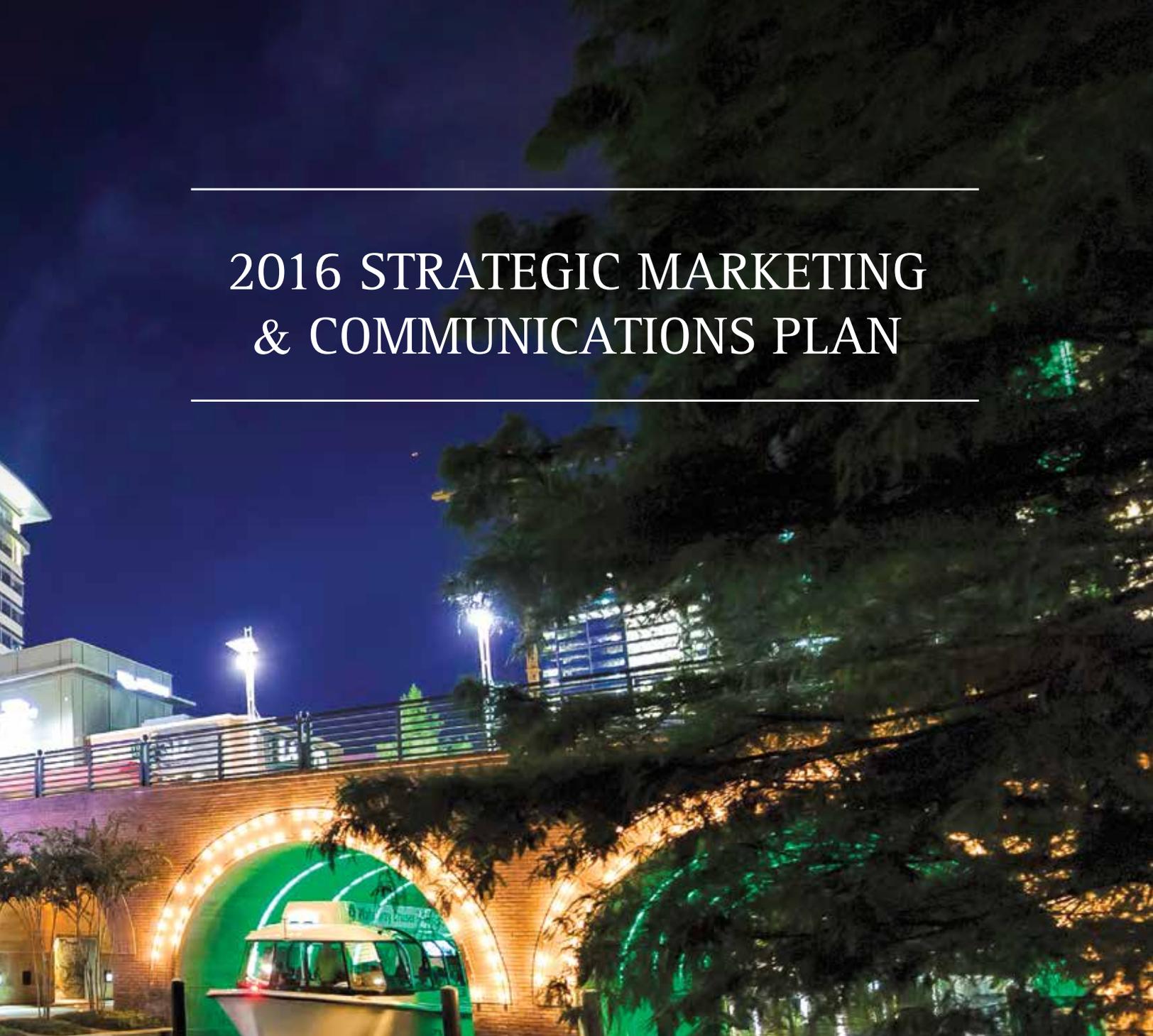
2016 Strategic Marketing & Communications Plan

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# 2016 STRATEGIC MARKETING & COMMUNICATIONS PLAN

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THE WOODLANDS

CONVENTION & VISITORS BUREAU

[visitthewoodlands.com](http://visitthewoodlands.com)

# Table of Contents

The Woodlands CVB Overview .....	1
2016 Strategic Initiatives .....	8
2016 Audience Segments & Target Markets.....	9
2016 Objectives, Strategies and Measurement .....	11
2016 Marketing Calendar .....	19



# The Woodlands CVB Overview

## **The Woodlands Township Vision 2034**

Based on the results of the historic governance process, the Board of Directors of The Woodlands Township implemented a strategic planning process. The Woodlands is in a period of dynamic change relating to how it is governed, funds itself, and provides services and amenities. The purpose of the Strategic Plan is to keep The Woodlands Township on course during this time of change and beyond.

Focus Areas, Goals, and Key Initiatives provide the structure for the Strategic Plan. Focus Areas are broad “containers” into which the vast majority of The Township’s activities and responsibilities will fall. These Focus Areas, in no prioritized order, are:

1. **Service Delivery**
2. **Communications**
3. **Organizational Support**
4. **Governance**
5. **Economic Development**
6. **Transportation and Mobility**
7. **Environmental Sustainability**
8. **Fiscal Policy**

Within the Focus Areas are bolded Goals which establish what is desired to be accomplished. The Goals are long-term pursuits that encourage new and more effective ways of operating. Accompanying the Goals will be Key Initiatives that provide broad, action-oriented direction. Through the Focus Areas, Goals, and Key Initiatives, the Board of Directors has clearly stated what it desires to be accomplished. The professional staff of The Township uses this direction to formulate specific programs, projects, and actions it will take to pursue the Goals and implement the Key Initiatives along with identifying necessary resources.

The Woodlands Convention and Visitors Bureau falls under The Woodlands Township's Focus Area #5, Economic Development. The Woodlands' viability as a community and ability to pay for services and amenities is based on a strong local economy. The Township supports efforts to attract and retain employers and quality businesses to create jobs and also to position The Woodlands as a premier destination for visitors and travelers to expand the local tax base.

### **5.3. Support events, venues and programs to bring visitors to The Woodlands**

5.3.1. Support convention and visitors bureau

5.3.2. Support public/private partnerships to increase visitors

5.3.3. Expand, support and create new cultural, sporting and entertainment venues

5.3.4. Expand collaborative efforts with other regional visitor attraction entities

5.3.5. Expand Hotel and Occupancy Tax revenues and tax base

5.3.6. Produce and sponsor high quality community events



## **CVB History**

The Woodlands Convention & Visitors Bureau adopted its Mission Statement, its Vision Statement, its Purposes & Services, and Core Values in 2007 to help direct its efforts in the coming years.

The Woodlands Convention and Visitors Bureau formed a seven-member Board of Directors in July 2010 for the Internal Revenue Service 501 (c) (6) non-profit corporation.

Over the years, The Woodlands Convention & Visitors Bureau (CVB) has continued to experience significant marketing and public relations successes in promoting The Woodlands as a destination for the Greater Houston area and beyond. There have been thousands of articles, television and radio spots, and countless websites that have featured The Woodlands as a destination of choice for millions of people.

In 2013, with the emergence of The Woodlands as a destination for groups, The Woodlands CVB created a new position to oversee and develop a group and convention sales program. A large portion of the growing tourism market is group sales which includes, but is not limited to conventions, conferences, trade shows, corporate meetings, reunions and sporting events/tournaments, among others.

In 2015, funding sources for The Woodlands CVB changed from revenues of hotel occupancy tax, sales tax and sponsorships to sole funding from hotel occupancy tax. The shift was a catalyst for redefining the objectives and initiatives set forth by The Woodlands CVB for 2016.

## **Mission & Vision**

The Woodlands Convention & Visitors Bureau adopted its Mission Statement, its Vision Statement, its Purposes & Services, and Core Values in 2007 to direct its efforts in future years. In 2016, with a shift in focus, the Mission Statement and Vision Statement have been modified below. (To be approved by The Woodlands CVB Board of Directors)

### *Mission Statement*

To position The Woodlands as a regionally, nationally and internationally recognized destination for group, business and leisure travel by developing quality marketing programs and sales outreach to stimulate economic development and growth.

### *About Mission Statement*

The Woodlands Convention & Visitors Bureau drives demand for The Woodlands as a travel destination, creates new revenue for businesses, and increases sales and hotel occupancy tax for The Woodlands Township's general fund. Tax revenue generated by the tourism industry is invested back into improving The Woodlands' infrastructure and programs.

### *Vision Statement*

The Woodlands Convention & Visitors Bureau is an energetic and innovative 501 (c) (6) organization of talented and dedicated professionals who fulfill the Bureau's Mission Statement by setting high performance standards, expectations and goals. The Bureau works with its partners to create and maintain productive public and private partnerships while serving as a reliable and credible source for The Woodlands' tourism industry.

## CVB Board Overview

Each year, at The Woodlands CVB's Annual Meeting in January, Board Members and Officers are elected.

For 2016, the proposed Board of Directors are:



**Gordy Bunch**  
*Director*  
*The Woodlands Township*



**Don Norrell**  
*President & General Manager*  
*The Woodlands Township*



**Fred Domenick**  
*General Manager*  
*The Woodlands Waterway Marriott*



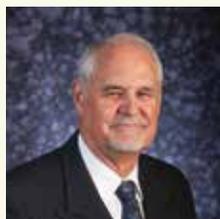
**Greg Parsons**  
*Vice President of Hospitality*  
*The Howard Hughes Corporation*



**JJ Hollie**  
*President*  
*The Woodlands Area Chamber of Commerce*



**Dr. Ann Snyder**  
*Director*  
*The Woodlands Township*



**Jeff Long**  
*Director*  
*The Woodlands Township*

## CVB Team Overview



**Nick Wolda**  
*President*



**Danielle Gatlin**  
*Administrative Assistant III*



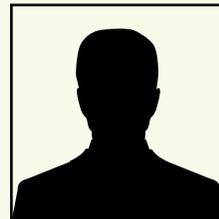
**Cameron Klepac**  
*Brand Development Manager*



**Emilie Harris**  
*Marketing Specialist*



**Kara Stanley**  
*Convention Development Manager*



**TBD**  
*Convention Development Specialist*

## Letter from CVB Chairman



As Chairman of The Woodlands Convention & Visitors Bureau Board of Directors, it is my privilege to serve The Woodlands community by sharing all that is exciting and new in the area. I not only work here and enjoy the many entertainment options available, I am also a resident, so I have a vested interest in promoting The Woodlands as a premier destination to live, work and visit.

2015 was a productive year for the CVB. The Board asked their staff to research new areas in the budget or enhance existing areas to accomplish a heightened mission of increasing hotel occupancy and creating brand awareness of The Woodlands as a destination for leisure, meetings and conferences.

With a newly defined 2016 focus, the CVB will realign themselves with more traditional goals of a Convention and Visitors Bureau. New and increased budget dollars will be used for technology, incentive programs and a greater advertising reach.

Technology plays a major role in this new plan as the CVB has set aside budget dollars for a mobile app and website enhancements that travelers can use to navigate visitor experiences in The Woodlands. Additional budget dollars dedicated to advertising will help move CVB advertisements into the Dallas market, educating and informing potential visitors about all The Woodlands has to offer and bringing new visitors to our great community.

Convention incentive programs have been planned to help drive corporate business to The Woodlands market. Using these programs the CVB will offer added benefits and services to organizations and meeting planners who book their conventions in The Woodlands.

However, with this realignment, the production of CVB events will shift to The Woodlands Township Parks and Recreation department.

With all the change, the Strategic Marketing and Communications plan will be the defined roadmap for how the CVB will strive to accomplish the initiatives and objectives set forth for the year. We look forward to a successful 2016 while we continue to promote The Woodlands as a destination for leisure and business travel.

Sincerely,

A handwritten signature in black ink that reads "Gordy Bunch". The signature is fluid and cursive, with a long horizontal stroke at the end.

**Gordy Bunch**

*Chairman*

*The Woodlands Convention & Visitors Bureau*

# 2016 Strategic Initiatives

## 1. Room Absorption

Develop marketing and sales efforts for effective absorption of significant new room inventory while targeting to maintain current occupancy percentages and achieving desirable ADR and RevPAR.

## 2. Target Audiences

Apply market intelligence to develop a deep understanding of the travel aspirations, motivations, behaviors and experiences of all target travel audiences for The Woodlands.

## 3. Brand Awareness

Effectively create and shape a fully evolved brand for the destination and build broad awareness of The Woodlands as an upscale, premier leisure, business, corporate, convention and meetings destination.

# 2016 Audience Segments & Target Markets

## **Audience Segments**

### *Business Traveler*

Individual business travelers who are meeting with companies based in The Woodlands and staying overnight.

With The Woodlands close proximity to Houston and George Bush Intercontinental Airport, The Woodlands attracts individual business travelers and groups from Houston and across the country, due in large part to the number of global corporations based in The Woodlands. This is Monday through Thursday business.

### *Meetings Professionals for Meetings, Conventions & Corporate Group Markets*

Meetings professionals in Texas, touch-states and Mexico within the markets of Conventions, Retreats, Incentive, Corporate (biggest market), and to a much lesser extent (because of average hotel room rate) Associations, Government and SMERF (Social, Military, Educational, Religious and Fraternal). The primary objective for the meeting and convention sales team is to increase or generate new conventions, meetings and groups for The Woodlands and maintain current business we have, which all results in overnight stay. The Woodlands CVB is responsible for generating leads for this market, which are funneled through the CVB to lodging partners. The CVB works to build and maintain partnerships with hotels, meeting spaces and hospitality partners.

Group business comes primarily from the corporate market, mainly oil and gas companies. The majority of current groups come from Texas, within a 150-mile radius. The Houston area is a main business driver because of corporate headquarters in The Woodlands. Hotels can now attract large conference groups with the addition of two new properties in 2016. Biggest needs are groups during summer months as well as diversifying business, due to the shift in the oil and gas industry.

### *Sports Market*

The Woodlands has limited sports facilities and higher daily room rates, so the destination will not be making strong efforts to target the mass youth sports audience segments. However, The Woodlands will want to target unique sports events like marathons, golf, tennis, rowing, dance and cheerleading, camps, clinics, etc. The following are a few of the most popular current sports events: Muddy Trails Bash, CB&I TRI-The Woodlands, The Memorial Hermann Ironman Texas, 10 for Texas, and Run Thru the Woods. This audience segment helps to fill weekend room nights at various times throughout the year.

### *Leisure Market*

This includes visits to the Houston area, friends and family, shopping, special events, concerts and repeat leisure business from the business, sports and/or meetings markets. This market helps fill weekend room nights.

### *Niche Segments*

Encourage and target niche audience segments to help with shoulder time periods. Niche segments include: Empty Nesters, Girlfriend Getaways, Golf, International, Music, Family and Multi-Generational Travel, Foodies, Shopping, Weddings, Honeymooners, Mexican Nationals, Nature Lovers/Health Enthusiasts, Reunions and Special Event Goers and Millennials.

## **Target Markets**

### *Leisure & Corporate Business Traveler*

Primary: Texas within 150-mile radius of The Woodlands; Dallas as a new market strategy

Secondary: San Antonio/Austin markets and Touch States

Tertiary: Mexico

### *Corporate Meeting Planner*

Primary: Austin and Houston Areas; Dallas as a new market strategy

Secondary: Texas and Touch States

# 2016 Objectives, Strategies and Measurement

## 1.Brand & Advertising Campaign

- a. Objective: Explore and develop a fully evolved brand identity for the destination and execute the brand through a cohesive advertising campaign.
  - i. Conduct a brand sentiment study to unearth current perceptions associated with The Woodlands brand, to define the core essence of The Woodlands brand experience and to explore what makes The Woodlands unique and desirable, while understanding key drivers in selecting a destination by our target audiences.
  - ii. Create and develop an advertising campaign that will address all market segments. Elevate the creative campaign through high quality visual destination photography and video, including representative talent.
  - iii. Working within the brand campaign concept, develop relevant content to fit a variety of media formats and to enhance our online presence tailored to the needs of our various target audiences.
- b. KPIs: Brand Awareness; Website Traffic Analytics & Engagement; Social Media Reporting & Engagement; Media Placements and Reporting; Other CVB Visitor Outreach

## 2.Paid Media

- a. Objective: Use multi-discipline advertising efforts to increase awareness of The Woodlands to our target audiences and markets, build interest and drive visitors to the website and/or other online mediums.
  - i. Create a media strategy that effectively reaches desired audiences for both leisure and meetings/groups through placements in targeted media. Develop media strategies to target key niche audience segments including weddings, active adults and Mexico outreach for slower time periods.
  - ii. Reach to new, untapped emerging markets and leisure audience segments for The Woodlands, specifically the Dallas market.
  - iii. Develop an annual media plan with emphasis on peak planning times while maximizing media impressions, reach and frequencies through expanded budget allocation and a focus on digital and social media channels.

- b. KPIs: Website Traffic Analytics & Engagement; Social Media Reporting & Engagement; Media Placements and Reporting; Other CVB Visitor Outreach

### **3. Web & Technology**

- a. Objective: Provide digital solutions to enhance and propel The Woodlands CVB sales and marketing efforts.
  - i. Rebuild the current VisitTheWoodlands.com website to restructure the site map, navigation, content, functionality and enhance Search Engine Optimization (SEO) with the goal of improving User Interface (UI) to ultimately drive website visitation, engagement and conversion.
  - ii. Develop online tools like interactive visitors guide and itineraries, special offers/packages, upgraded calendar of events, targeted content, meeting planner tools, enhanced social sharing and geo-targeted mapping.
  - iii. Create a customized concierge app to elevate the experience of a visitor while in the destination, while encouraging repeat engagement and visitation.
- b. Objective: Establish and implement a visitor and meeting Customer Relationship Management (CRM) database through Simpleview.
  - i. Use the CRM to streamline, monitor and report sales leads, as well as distribute and track sales leads to hospitality partners.
  - ii. Through the CRM, learn more about visitors through demographic data to determine reason for travel.
  - iii. Utilize the CRM as the primary house for all lead information and maximize opportunities to retarget to these interested parties based on various interests.
- c. KPIs: Website Traffic Analytics & Engagement; Leads and Lead Requests; Tradeshow Reports/Attendance; Site Inspections; Booked Rooms; Other CVB Visitor Outreach

### **4. Public Relations**

- a. Objective: Develop a public relations tool kit to enhance the media's awareness of The Woodlands as a destination for business and leisure travel.
  - i. Define media list to distribute relevant information to our target audiences including international news outlets.
  - ii. Coordinate key messages that can be used by the media at any time throughout the calendar year. These key messages are reflective of the brand and desires of potential visitors.
  - iii. Enhance online media room to make relevant information available to media outlets at all times.

- b. Objective:** Invest in proactive pitching to strengthen credibility with news outlets and broaden awareness of The Woodlands as a travel destination.
  - i.** Develop and supply potential stories regarding The Woodlands based on seasonal activities and target audience demographics and desires.
  - ii.** Create target media wishlist and prioritize stories based on this targeted list.
- c. Objective:** Coordinate familiarization (FAM) tours for travel writers and bloggers to see firsthand the opportunity The Woodlands has as a travel destination.
  - i.** Execute at least 1 targeted FAM specifically from the Dallas Market to maximize new market strategy.
- d. KPIs:** Database Growth; Media/Editorial Value; Website Traffic Analytics & Engagement

## **5. Social Media**

- a. Objective:** Engage potential visitors across social channels to create awareness of The Woodlands as a destination for travel.
  - i.** Create relevant content geared towards potential visitors to educate those unfamiliar with what The Woodlands has to offer.
  - ii.** Develop target lists to directly supply relevant information to potential visitors/meeting planners and media entities with the ability to engage in real time with the customer.
  - iii.** Establish a monthly report of social media goals, engagement and increased followers.
- b. KPIs:** Brand Awareness; Social Media Reporting & Engagement; Direct Response

## **6. Collateral**

- a. Objective:** Develop an inclusive printed guide to showcase the opportunity of corporate meetings, conventions, business travel and sports events in The Woodlands.
  - i.** Distribute the printed guide to potential meeting planners from online and written requests as well as at various sales conferences.
  - ii.** Personalize the guide per meeting planner in an effort to target specific needs the group, convention or sports event would need.
  - iii.** Strengthen awareness of hotels and meeting space offerings within The Woodlands Township boundaries to enhance hotel room utilization.
- b. Objective:** Refresh the Visitor Guide to solicit potential travel to The Woodlands from the leisure market.

- i. Fulfill Visitor Guide requests from various leads from marketing efforts as well as inclusion within sales promotion at conferences and events within target markets outside of The Woodlands Township boundaries.
  - ii. Launch digital Visitor Guide for immediate distribution to online visitors.
  - iii. Strengthen awareness of hotels and meeting space offerings within The Woodlands Township boundaries to enhance hotel room utilization.
- c. Objective: Continue distribution and updates to the Tear Off Map and Restaurant Guide to be used in-destination for educational purposes on locations within The Woodlands Town Center.
  - i. Provide map to hotel partners and visitors kiosks in an effort to directly reach visitors when they have questions or need directions.
  - ii. Encourage repeat visitors by enhancing the experience while in-destination by making it easy for visitors to fall in love with The Woodlands and the many offerings it provides.
- d. Objective: Engage CVB partners, merchants and peers with CVB initiatives through the quarterly printed newsletter, *Current*.
  - i. Curate content quarterly that will stimulate the awareness of the CVB's mission and yearly objectives.
  - ii. Enhance distribution list to not only include local partners but industry peers as well in an effort to gain exposure across Texas.
  - iii. Increase awareness of CVB efforts which will provide content and information for partners to promote what is happening in The Woodlands to encourage overnight stay to potential visitors.
- e. KPIs: Lead Generation; Website Traffic Analytics & Engagement; Database Growth; Other CVB Visitor Outreach

## **7. Group Sales**

- a. Objective: Generate meetings/convention room nights in The Woodlands. Prospect groups that generate room nights to fill multiple hotels and create compression in the area.
  - i. Establish reporting system to determine growth and success of group sales program. Use Simpleview CRM to report leads sent to hotels and record amount of group business generated from the CVB.
  - ii. Work with hotels to determine specific need periods and prospect groups that hold conferences during those time periods.
  - iii. Partner with hotels to participate regularly in site inspections with clients to help provide information about The Woodlands.

- iv. Increase the amount of valuable leads sent to hotels.
- b. Objective: Utilize budget funds to add value to prospective meetings in The Woodlands.
  - i. Develop incentive program that adds value to meetings in The Woodlands and entices meeting planners to sign business with local hotels.
- c. Objective: Elevate service options provided to groups in order to enhance the in-destination experience.
  - i. Hire Group Sales Specialist to provide personalized services to groups including, but not limited to, name tags, welcome bags, offsite activity assistance and registration desk staff.
- d. Objective: Meet with potential meeting planners to sell The Woodlands as a destination for conferences and meetings.
  - i. Attend more industry tradeshows and conferences throughout the year. Focus on shows that provide the opportunity to network with meeting planners who represent markets that stay at hotels available in The Woodlands. Partner with hotel sales representatives to attend hosted buyer events and promote The Woodlands as a team.
  - ii. Develop sales blitz programs with the local hotels and promote The Woodlands to the association market in Austin. Partner with hotel sales representatives on planned sales calls.
  - iii. Generate leads from conference and tradeshow attendance.
  - iv. Create brand awareness of The Woodlands as a meetings destination by participating in sponsorship opportunities at sales conferences.
- e. KPIs: Leads and Lead Requests; Hotel Occupancy; Sales Data; Tradeshow Reports/Attendance; Economic Impact; Site Inspections; Booked Rooms

## **8. Co-Op & Partnerships**

- a. Objective: Strengthen cooperative advertising and partnerships to maximize advertising dollars and broaden reach of brand awareness.
  - i. Expand efforts to include new emerging markets utilizing all media channels.
  - ii. Create cohesive brand messaging to objectively market what makes The Woodlands unique and desirable.
  - iii. Expand possibility of relationships with new partners to promote attractions in surrounding areas outside the Township boundaries.
  - iv. Expand relationships with local hotel properties to leverage a greater sales and advertising reach in international markets, specifically Mexico and Latin America.

**b. Objective: Partner with the Greater Houston CVB to expand marketing capabilities into new and existing territories with additional leverage.**

**i. Sign agreement with the Houston and Beyond campaign to collaborate efforts of shared leisure travel interests and, as the whole is greater than the sum of its parts, enhance the appeal of the region as a premier leisure travel destination. The initiative campaign includes opportunities for both media insertions and trade shows, as well as exploration of partnerships with airlines and other hospitality partners.**

**ii. Expand and develop efforts in international markets utilizing the Greater Houston CVB's capabilities.**

**iii. Strengthen other Houston area partnerships to promote The Woodlands as a travel destination for business and leisure.**

**1. Activation at Houston area community events and festivals to promote The Woodlands to the Greater Houston population.**

**c. Objective: Build packages and special offers to entice visitors to experience the multitude of offerings in The Woodlands including shopping, dining, cultural exhibits, performing arts and outdoor activities.**

**i. Promote special offers through web, media and social channels to attract target audiences from a broad spectrum.**

**ii. Utilize cohesive campaign messaging to increase brand awareness.**

**d. KPIs: Media/Editorial Value; Brand Awareness; Website Traffic Analytics & Engagement; Social Media Reporting & Engagement; Media Placements and Reporting; Direct Response; Trade Show Reports/Attendance; Database Growth**

## **9. CVB Efforts**

**a. Objective: Partner with restaurants, hotels, retailers and attractions to increase awareness of CVB efforts which will provide content and information for partners to promote what is happening in The Woodlands to encourage overnight stay to potential visitors.**

**i. Host bi-monthly meetings for the CVB Marketing Committee which creates marketing programs, including advertising and public relations, and develops strategies to bring visitors to The Woodlands.**

**ii. Conduct bi-monthly hotel meetings with local sales representatives to share updates from the CVB, invite guest speakers and provide a chance for hoteliers to showcase their properties.**

**iii. Schedule bi-monthly meeting series specifically designed for The Woodlands restaurants, hotels and retailers.**

- b. Objective: Strengthen advocacy efforts within the community for the travel industry.
  - i. Participate in National Travel and Tourism Week to educate the local community on the importance of travel.
  - ii. Proactively pitch stories to local news outlets regarding the importance of travel in The Woodlands, Montgomery County and the state of Texas.
  - iii. Continue membership with Texas Travel Industry Association and Texas Association of CVBs to increase awareness of issues affecting the travel industry.
- c. Objective: Invest in education opportunities to expand the knowledge and skills in the tourism industry for staff.
  - i. Attend educational conferences including TACVB annual, TTIA Summit, Greater Houston CVB seminars among others
- d. Objective: Garner support of The Woodlands CVB Board of Directors for proposed initiatives.
  - i. Host regularly scheduled Board Meetings discussing official CVB business.
- e. KPIs: Direct Response; Conference Attendance

## **10. Special Events**

- a. Objective: Sponsor special events and programs which show a correlation in increased hotel occupancy.
  - i. Continue to support Ironman Texas, Woodlands Waterway Art Festival, Taste of the Town, and Wine & Food Week in order to push area hotel information to a potential visitor.
  - ii. Research new events to promote and sponsor that will attract overnight visitors to The Woodlands.
- b. KPIs: Hotel Occupancy; Event Growth & Development

## **11. Research & Reporting**

- a. Objective: Use this fiscal year to define key metrics to benchmark future success and growth opportunities regarding awareness and visitation to the destination.
  - i. Develop key performance indicators that represent the CVB's performance activity. Ex: STR report to analyze Hotel Occupancy Tax (HOT), Average Daily Rate (ADR), and Revenue Per Available Room (RevPAR); Sales Tax Evaluation; Economic Impact; Brand Awareness Studies; and other ongoing Insights and Trend Reporting.



# 2016 Marketing Calendar

	Q1			Q2			Q3			Q4		
	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
<b>TWCVB FY16 Marketing Calendar</b>												
<b>Strategic Planning</b>												
Strategic Planning												
Quarterly Reporting												
<b>Brand &amp; Advertising Campaign</b>												
Brand Sentiment Study												
Interim Campaign												
Campaign Concept Development												
Production - Video & Photography												
New Campaign Roll Out												
<b>Media Research, Planning &amp; Placement</b>												
Research & Planning												
Placement & Execution												
Dallas Blitz												
Travel and Tourism Week												
<b>Public Relations</b>												
Strategic Planning												
Plan Roll Out												
<b>Social Media Strategy &amp; Management</b>												
Strategic Planning												
Plan Roll Out												
<b>Website &amp; Technology</b>												
Discovery & Analysis												
Creative Concept												
App Development - Phase 1												
App Development - Phase 2												
Website Development												
Launch & Testing												
Phase 2 Begins												
SEO Strategy												
Maintenance												



# THE WOODLANDS

CONVENTION & VISITORS BUREAU

[visitthewoodlands.com](http://visitthewoodlands.com)

## CVB Regular Board Meeting

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon a partnership agreement with the Greater Houston CVB regarding the “Houston and Beyond” cooperative marketing campaign;

#### BACKGROUND:

*Houston and Beyond* is envisioned to be an organized cooperative marketing coalition within the Greater Houston tourism industry to jointly market the entire region as a single destination. Together with the Greater Houston CVB, the coalition will provide partners the opportunity to increase their marketing potential by collaborating and cooperatively working together, allowing participation with less resources and funding. The initial partnership includes ten destination marketing organizations in the greater Houston region: Alvin, Baytown, Bay Area Houston, Brazosport, Conroe, La Porte, Pearland, Sugar Land, Tomball and The Woodlands.

The *Houston and Beyond* mission is to make the Greater Houston region a premier destination in Texas, showcasing the diversity of experiences that can be found in the area, increasing knowledge about the destinations and improving customer service throughout the Greater Houston hospitality workforce to create positive experiences for both visitors and residents.

As competition and customer knowledge increases, the goal for *Houston and Beyond* will be to not only generate awareness of the region, but to continually attract new visitors. Through the cooperative opportunity, the CVB will engage with visitors so they tell others about their experience in the Greater Houston & Beyond region, share those stories and inspire them to continue returning to the area.

Each of the partners will have an integral part in developing and implementing the cooperative marketing program. Together, all partners can work toward a common goal, combining resources and doing more than could be done individually.

*Houston and Beyond* requests The Woodlands CVB’s partnership – input, commitment, and support – to make this growing endeavor successful in creating and marketing a dynamic, memorable, and visitor-centric regional destination.

Potential opportunities for media insertions and trade shows are included within the program. A membership fee of \$5,000 is required to participate in the initiative which has been budgeted for 2016. Please find attached a copy of the *Houston and Beyond* Strategic Draft Plan as well as the *Houston and Beyond* agreement with the Greater Houston CVB.

#### RECOMMENDATION

Approve 2016 Agreement for the *Houston and Beyond* cooperative campaign with the Greater Houston CVB for \$5,000; and authorize the President to execute and deliver the Agreement.

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### Attachments

Houston & Beyond - Strategic Draft Plan

Houston & Beyond - Agreement

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STRATEGIC PLANNING DRAFT

# **BEYOND HOUSTON –**

A GREATER HOUSTON REGIONAL TOURISM  
PARTNERSHIP



# ***Table of Contents***

Executive Summary.....	2
Beyond Houston.....	2
Who We Are.....	2
What Will We Do?.....	3
How will we do it?.....	3
Steps/Tasks to Create, Initiate, Implement, & Develop Partnership .....	4
Possible Products and Services .....	5
Collateral.....	5
Advertising, Promotions and Communications .....	5
Activities and Events .....	6
Education & Networking.....	6
Communications & Public Relations .....	6
Possible Communications Tools.....	7
Sales Efforts.....	7
Partner Connections .....	8
Legislative & Elected Official Outreach .....	8
Educational/Networking Programs & Events .....	8

## ***Executive Summary***

### **Beyond Houston**

A concept for a network of tourism partners to cooperatively market the Greater Houston region as a leisure destination. *(Our initial group includes ten destination marketing organizations in the greater Houston region: Alvin, Baytown, Bay Area Houston, Brazosport, Conroe, La Porte, Pearland, Sugar Land, Tomball and Woodlands.)*

**Our mission** – to make the Greater Houston region (Beyond Houston) the premier destination in Texas, showcasing the diversity of experiences that can be found in the area, increasing knowledge about the destination, and improving customer service throughout the Greater Houston hospitality workforce to create positive experiences for both visitors and residents.

During our initial start-up (initiated in the summer of 201), we continue to grow and meet with all interested partners to assess their wants and needs, in order to plan specific avenues to pursue a comprehensive cooperative marketing initiative. *(We currently have identified the leisure and group bus market as our commonality, established a brand “Beyond Houston”, purchased a domain name, attended tradeshow cooperatively and are developing itineraries, a logo and other collateral.)*

As competition and customer knowledge increases, our goal will be to not only generate awareness of the region, but to continually attract new visitors. We will engage with our visitors so they tell others about their experience in the Greater Houston & Beyond region, share those stories, and inspire them to continue returning to the area.

Each of the partners will have an integral part in developing and implementing the cooperative marketing program. Together, we can work toward our common goal, combining our resources and doing more than we ever could do on our own. *(We are currently meeting regularly to discuss available cooperative opportunities and our interest in participating in them as a group –if interest is expressed, each partner has the opportunity to participate, splitting the costs among participants.)*

We request your partnership – input, commitment, and support – to make this growing endeavor successful in creating and marketing a dynamic, memorable, and visitor-centric regional destination.

### **Who We Are**

Beyond Houston is envisioned to be an organized cooperative marketing coalition within the Greater Houston tourism industry to jointly market the entire region as a single destination. The coalition will provide partners the opportunity to increase their marketing potential by collaborating and cooperatively working together, allowing participation with less resources and funding.

Collectively, Beyond Houston can band together all segments of the tourism industry – representing multiple counties, cities, and regional partners, as well as area hotels, major area attractions, museums, shopping/retail establishments, transportation companies, and support services to the industry.

### **What Will We Do?**

Our vision is to make the Greater Houston region the “must visit” destination in Texas. One primary focus will be attracting visitors in the growing regional inbound market with heavy concentration targeting the area within a 300-600 mile radius of our region. We will also address the US/domestic travel market and international markets through our affiliation with GHCVB/Houston First and partnerships with the State of Texas Tourism Office and other regional and statewide travel/hospitality organizations (TTIA, Texas Heritage Trails, Team Texas, etc).

### **How will we do it?**

Working together as a coalition with our partners, Beyond Houston will be able to market the region as a destination through cooperative marketing programs: organized sales and media blitzes, exhibits at trade and consumer shows, regional familiarization tours, targeted advertising campaigns, and an online presence comprising both website and social media endeavors.

The following sections address possible next steps involved in creating, initiating, implementing, and developing an effective marketing partnership, beginning with establishing the general structure of the partnership. With Houston First’s strategic master plan for regional tourism, it will be important for our group to discuss with Houston First how our group can participate in their anticipated program. Ideally, our Beyond Houston group seeks to collaborate with Houston First to develop a coordinated final strategic plan.

## ***Steps/Tasks to Initiate, Implement, & Develop Partnership Structure***

This past year, our initial group partners have met several times to explore and brainstorm activities for our coalition and how to launch our marketing efforts. The following tasks have been suggested by the group as important areas to focus on to connect with potential visitors and strengthen our position as a regional leisure destination.

- **Task One – Develop and incorporate the best format and structure for our coalition.**

This process will involve partners' participation to determine how we can achieve a cohesive and unified organization. This will also include exploring the interest of Houston First and its role in start-up, coordination, and funding of our marketing program. *(With Houston First developing a new strategic plan for an aggressive regional marketing initiative, the timing is right for us to consider a partnership with Houston First.)*

- **Task Two – Investigate and develop possible partner investment structure.**

As well as possible alternative funding sources, sponsorships, and exhibitor opportunities, it will be critical to engage all partners to determine funding and resources each of the partners can contribute.

- **Task Three – Develop a comprehensive marketing program.**

This is the top priority after the organizational and partner investment structure is developed. In all of our conversations, we see ourselves as a marketing coalition. Our next step will be to look at possible cooperative marketing efforts, so that our mission to drive awareness and promote the area and its activities to the leisure consumer is successful.

- **Develop our BeyondHouston.com Website and social media avenues to represent and promote our Greater Houston destination partners.**

Possibilities could include hiring a webmaster or selecting a participant to start the process, depending on initial funding and in-kind participation. *(Domain name already purchased)*

- **Develop a list of cooperative marketing and selling opportunities for partners' participation.** Possibilities could include trade and consumer shows and sales blitzes to targeted geographical markets. *(To date, the Beyond Houston group has exhibited at three greater Houston region consumer shows, with a majority of partners participating in each.)*

- **Develop a list of possible cooperative advertising opportunities for partners' participation.** Possibilities include print, radio/television, and online (social media and web) paid advertising that would be offered as a pay-to-play opportunity for partners.

- **Develop a series of regional activities to promote the partnership.** Activities could include educational, social, and networking opportunities for partners and potential partners.

- **Task Four – Develop a plan for increasing the coalition partners throughout the Greater Houston region.**

Determine how to best connect with potential member partners, to ensure the coalition has a strong representation of the Greater Houston region. *(Currently, ten additional destination marketing organizations have been identified as potential Beyond Houston partners within the immediate greater Houston region.)*

## ***Possible Products and Services***

Below are products and services our partnerships can accomplish in the future. In the initial stages of the partnership, we will need to be selective in implementing the programs that are the most important to our mission. As we grow, we can develop additional programs that provide benefit.

### **Collateral**

As a cooperative marketing organization, our products and services comprise a variety of things from print to internet/social.

- **Web and Mobile Sites – Beyond Houston**

A regional website with general visitor information and specific content provided by partners – will include listings of partner websites, visitor itineraries (1-3 days, niche markets, etc.) and more. *(Themed itineraries currently in development)*

- **Print Collateral**

Print collateral to promote the entire region to leisure travelers, groups, and residents alike. Possibilities include a rack card listing partners and/or regional Official Visitors Guide (or a Beyond Houston defined section in Houston's Official Visitors Guide). The Official Visitors Guide will be a comprehensive piece of literature to promote the Greater Houston region, available in digital formats on the Beyond Houston web site and also available to partners for their websites. Distribution will be throughout the Greater Houston region, Houston airports, state visitor centers, local chamber and city visitor centers, regional military bases and their travel offices, AAA locations across the nation, travel agencies and tour operators, individual inquiries, concierge desks (hotel and corporate), and through special promotions and missions – local, regional, national, and international.

### **Advertising, Promotions and Communications**

We will determine interest of our partners to participate in the following avenues of marketing promotions, and determine budget from that participation.

- **Advertising**

Objective of advertising campaign will be to drive awareness and consideration of the Greater Houston region (Beyond Houston partner destinations) as a family-friendly and vibrant – yet easy and affordable – vacation destination to people within 300-600 miles of the Greater Houston region.

- **Radio**

Possible radio barter program through our partners' sponsorships to assemble packages used on-air, reaching listeners within 300-600-mile radius of Houston that focus on and highlight the variety of experiences found throughout the region. Suggestions from partners could outline the targeted markets (Texas – Dallas-Ft. Worth, Austin, I-35 corridor, San Antonio, Waco, Bryan/College Station; Louisiana – Lafayette, Baton Rouge, New Orleans; Oklahoma – Oklahoma City region, Tulsa; and, if there is interest, other major destinations near Texas – smaller locations in Oklahoma and Louisiana, Arkansas, and the Midwest).

- **E-Mail Marketing**

An opt-in e-newsletter to highlight seasonal events and activities, as well as new developments and attractions in the region and reasons to visit Beyond Houston web site.

- **Social Media**

Active participation on Facebook, Twitter, YouTube, Pinterest.

## **Activities and Events**

Our group has already collaborated at three consumer exhibits, sharing the cost. A survey of our partners will give us a list of possible activities. Some of these may include:

- **Consumer & Trade travel shows**

Tradeshows within our targeted geographical market.

- **Visits to Information Centers**

Greater Houston Airport Information Centers, Texas Welcome Centers, Concierges associations, regional CVB information centers and our partner visitor centers.

- **Hosting exhibits at Greater Houston high traffic locations/major attractions/events**

Exhibits/booths/displays to engage visitors and locals about the things to do in the area (shopping centers, attractions, festivals, and other high traffic locations)

## **Education & Networking**

Providing educational and networking opportunities for partners and industry colleagues to enhance hospitality knowledge-base and skills and maintain positive liaisons with other similar organizations.

- **Annual National Tourism Week Event**

Plan an event to increase local awareness of travel industry positive impacts for locals.

- **Joint meetings**

Meetings with Houston First membership and other hospitality/travel organizations in Houston (MPI/HSMAI/HLAGH/Independence Trail, etc).

- **Networking Events**

Events to increase participation of Greater Houston region.

## **Communications & Public Relations**

Focus on messages to engage travelers, promote the unique attributes of our regional partners, and highlight regional website and initiatives to partner with the media.

- **Media Missions**

One or two missions yearly to targeted geographical markets to create awareness and drive people to our website and our region. Will include traditional local media opportunities with radio, TV, talk shows, and newspaper interviews and appearances. In addition, possible media efforts to reach out to travel, family entertainment, and lifestyle outlets as well as key bloggers in the area. This could include a media event to reach consumers and media outlets.

- **Regional Familiarization Tours**

Invite local/regional media outlets, travel industry professionals, and visitor center/front line personnel to tours of region.

- **Beyond Houston Press Releases**  
Press releases related to activities and events sponsored by the group.
- **Media Outlet Distribution**  
Possible assistance for partners through cooperative buy-in for professional PR services (Vocus, Bridgewater, etc).

## Possible Communications Tools

- **Beyond Houston website**  
Public access for visitors with information on things to do, deals, coupons, events, area map, lodging, transportation, and general information on the Greater Houston region; with links to our partner sites.
- **Website partners-only section**  
Section of the web site where partners can learn about events, industry updates, and more.
- **Subscriber (consumer) newsletter**  
Newsletter focusing on the activities occurring within a specific timeframe.
- **Partner-based e-newsletter**  
Newsletter highlighting news of partnerships, its members, and more. (Could be sent out via email and posted online).
- **Annual legislative agenda communication**  
Communication for legislators and elected officials, highlighting the work of the partnership and the economic impact of tourism for the Greater Houston region and Texas. Could be crafted to be an outline for each of the partners to use in their local awareness programs.
- **Social media**  
Postings via Twitter, Facebook, and Pinterest.

## Sales Efforts

Partner input could develop this effort, including outer market missions and sales events to targeted markets and market segments, with emphasis on leisure visitors through consumer outreach, group tour leaders, and tour operators, to generate and increase leisure overnight stays for our partners and the Greater Houston region.

- **Houston Leisure Consumer Travel Shows Mission**  
Leisure consumer events in the Greater Houston region that our partners can participate in as pay-to-play activities.
- **Texas Visitors Center Outreach**  
Visits to Texas Welcome Centers and regional Visitors Centers in the major drive corridors to the Greater Houston region (Orange, Wascom, Texarkana, and Gainesville Texas Information Centers, Houston Airport Information Desks, and partner visitor centers in and around the Greater Houston region).
- **Targeted Regional Major City Sales Missions**  
Sales missions on a pay-to-play basis for partners that could include possible consumer events, group tour sales calls, and an event for invited media and industry professionals.
- **Local Travel Fair**  
Possible consumer event showcasing our partners to locals (in the Greater Houston

region).

- **Industry Cooperative Opportunity Participation**

Participation with Houston First, Team Texas, and other industry partner collaborations.

### **Partner Connections**

Staying connected and communication with our partners will be critical to our success as a coalition. We could have a presence as an organization in some industry associations that our partners may not be able to participate in due to small staffs or budgetary concerns (i.e. DMAI, US Travel, MPI, ABA, NTA, etc.)

### **Legislative & Elected Official Outreach**

As a coalition, we can increase awareness of the positive economic impact and quality of life that our partners, the Greater Houston region, and the Texas travel industry have at the local level and for Texas to our local elected officials.

### **Educational/Networking Programs & Events**

A series of programs and events can be created and developed: quality educational programs, hospitality and customer service seminars, volunteer recruiting events, and networking socials that can be co-hosted by our partners, and/or other industry organizations within the Greater Houston region.

# VISITHOUSTON

December 9, 2015

Cameron Klepac  
The Woodlands Convention & Visitors Bureau  
Brand Development  
2801 Technology Forest Blvd  
The Woodlands, TX 77381

## **Re: Houston and Beyond (2016)**

Dear Ms. Klepac,

Thank you for agreeing to be a part of the Houston and Beyond leisure tourism promotional initiative. We believe this important collaborative effort will serve our shared interests and, as the whole is greater than the sum of its parts, enhance the appeal of the region as a premier leisure travel destination.

This letter sets forth the terms and conditions of our agreement relating to such collaborative initiative ("Agreement"), effective from the date of acknowledgement to December 31, 2016. To be clear, references to "you" or "your" shall mean The Woodlands Convention & Visitors Bureau.

Your participation consists of fixed and optional benefits, as noted in the attached Schedule "A", and is conditioned on payment of a \$5,000.00 membership fee by December 31, 2015 (optional benefits are at your additional cost). All checks must be made payable to Houston First Corporation.

You may terminate this Agreement at any time upon 30 calendar days' notice; provided, however, that the \$5,000 membership fee is non-refundable and any amount owed for optional benefits must be paid in full.

Neither party shall be liable to the other for non-performance or late performance of any obligation arising under this Agreement to the extent caused by an occurrence of force majeure. In no event shall either party be liable to the other for incidental, indirect, special, or consequential damages, such as lost profits, loss of revenue, and loss of business opportunities, sustained in connection with or arising out of this Agreement, even if a party had been advised of the possibility of such damages.

This Agreement may not be assigned in whole or in part; does not create and shall not be deemed as having created a partnership or joint venture; and shall be construed in accordance with the laws of the State of Texas. If any part of this Agreement is for any reason found to be unenforceable, then all other parts remain enforceable unless the result materially prejudices either party.

# VISITHOUSTON

This Agreement, including the attached Schedule "A", constitutes our entire agreement and supersedes any prior negotiations or representations of any kind or type, and no amendment shall be effective unless made in writing and signed by both parties.

To confirm your agreement with the foregoing, please sign and date this letter in the space provided below and return a copy to me by mail or email.

Sincerely,

*Jorge Franz*

Jorge Franz  
Senior Vice President of Tourism

**Agreed to and accepted on behalf of The Woodlands Convention & Visitors Bureau**

By: \_\_\_\_\_  
CVB President, Nick Wolda

Date: \_\_\_\_\_

Acknowledged by:

\_\_\_\_\_  
Dawn Ullrich, President & CEO  
Houston First Corporation

# VISITHOUSTON

## Schedule “A”

### Fixed Benefits

- A full-page presence (½ page ad, ½ page editorial) in a dedicated Houston and Beyond section of the *Houston Official Visitors Guide* (“OVG”) beginning in spring 2016. The OVG is published twice a year and has a yearly circulation of 400,000.
- Content on a separate Houston and Beyond section of VisitHouston.com website.
- Unlimited listings on the Event Calendar on VisitHouston.com (subject to editorial approval and deadline requirements).
- Content on a separate Houston and Beyond section of VisitaHoustonTexas.com Spanish website.
- Platinum membership to the Greater Houston Convention & Visitors Bureau (a \$10,000 value). A selection of the benefits include:
  - Leads and service referrals
  - Potential for site visits by key clients
  - Platinum partner recognition online and in VisitHouston publications
  - Enhanced listings online
  - Ability to post special offers and discounts on VisitHouston.com
  - Listing on wedding website ([www.iDoHou.com](http://www.iDoHou.com))

### Optional Benefits

- Pay-to-play presence at select travel trade shows throughout 2016. (Members who elect to attend in person are responsible for their own airfare, accommodation and meals.)
- Opportunities to buy into a cooperative advertising program for 2016. This includes the publications *Texas Monthly* and *Texas Highways* among others. (Members are solely responsible for obtaining rights to images, logos, artistic works, or intellectual property they choose to include in their advertisements.)

## CVB Regular Board Meeting

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon the 2016 Group Incentive Policy;

#### BACKGROUND:

During the 2016 budget process The Woodlands Convention and Visitors Bureau Board of Directors and The Woodlands Township Board of Directors approved a budget line item for group incentives. The group incentives line item allocates up to \$75,000 of the CVB budget to be used for sales purposes to entice meeting planners to bring conventions and group business to hotels in The Woodlands. The incentive funds can be used to sponsor various aspects of a conference including, but not limited to welcome receptions, transportation, entertainment features like fireworks, wireless internet, to name a few. The goal for this program is to add value and be a competitive edge to other entities in bringing group meetings to The Woodlands.

The recommended policy for usage of the 2016 group incentive funds is listed below:

- Incentive funds are only available for first time group meeting to The Woodlands.
- The group must bring at least 250 room nights on peak to hotel/hotels in The Woodlands and create compression in the area.
- Request for funds can only be made at the time of bid; not after a group has signed a contract or decided on location.
- The Woodlands CVB can offer the use of funds directly to a group or hotel sales managers can request use of funds for their prospective groups.
  - Hotels must send written request to the Convention Development Manager at time of bid including specific information about the group:
    - Name of group
    - Name of meeting planner
    - Dates of meeting
    - Other cities under consideration
    - Anticipated size of room block
    - Estimated amount of room revenue
    - Amount of funds requested
    - Specific proposed use of funds (welcome reception, internet sponsor, etc.) and denote how the funds will offset the cost to the group.
  - The Woodlands CVB will approve/deny funds within one week of written request.
  - When funds are approved, hotels must include The Woodlands CVB on communication with meeting planner regarding the group booking and use of funds.
- Funds will be made available after group has held meeting in The Woodlands and provided proper documentation noting achievement of minimum room night requirements.

Incentive funds can be reserved for group bookings within the calendar year it is requested from the specific line item in the CVB budget. When requested participation is in a different calendar year, which is more than likely, the CVB would have the ability to utilize undesignated reserve balance, provided it meets qualifications.

The CVB staff recommends allowing discretion to the CVB President to approve expended funds not to exceed \$10,000. Any request over this amount would need to be taken to the CVB Board of Directors.

If the policy is approved by the CVB Board of Directors, the CVB staff will work with its legal team to draft a legal agreement to use with groups receiving the incentives to bring back to the CVB Board for approval.

**Example for use of incentive funds:**

*Group ABC is considering holding their annual conference in The Woodlands. The conference is held over 3 days and will generate a total of 650 room nights. The proposed group rate of \$235/night would generate an estimated \$152,750 in room revenue. Group ABC is considering 2 other locations that offer a lower hotel rate to their attendees. Because of the size of the group and the proposed revenue, The Woodlands CVB offers use of incentive funds of \$7,000 to sponsor part of the welcome reception and entice Group ABC to sign a contract with a hotel property in The Woodlands.*

**RECOMMENDATION**

Approve the group incentives policy allowing discretion to the CVB President to approve agreements and expended funds not to exceed \$10,000 and any request over \$10,000 to be taken to the CVB Board of Directors for approval.

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**Attachments**

*No file(s) attached.*

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## **CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon a sponsorship agreement between The Woodlands Arts Council and The Woodlands CVB for the 2016 Waterway Arts Festival;

#### BACKGROUND:

In 2006, The Woodlands Convention & Visitors Bureau (TWCVB) began sponsoring The Woodlands Waterway Arts Festival. The 2016 Festival is scheduled for April 8, 9 & 10 along The Woodlands Waterway.

The Woodlands Waterway Arts Festival was recently awarded a spot in the top 10 of America's Best Art Fairs according to ArtFairCalendar.com, the #1 website for art fair event listings. The marketing dollars and staff assistance that TWCVB generously provides helps maintain this status as well as attract an annual attendance of 15,000 visitors. The Festival has achieved national stature among artists with over 1,100 artists seeking to be selected through a juried process this past November.

The Woodlands Waterway Arts Festival makes an important contribution to the social, cultural and economic quality of life of the community and provides art scholarships to high school students as well as providing contributions to local not for profit arts and educational organizations.

The level of advertising sponsorship is \$20,000 and was accounted for during the 2016 budget process. Please see attached for proposed 2016 Sponsorship Agreement between TWCVB and The Woodlands Arts Council.

The Woodlands CVB will work with area hotels and The Woodlands Arts Council to negotiate packaged offers for the festival weekend. Additionally, within the attached agreement, The Woodlands Arts Council agrees to:

- Promote available hotels within The Woodlands Township boundaries by website listing, database eblast distribution and any other advertising opportunities as agreed upon.

#### RECOMMENDATION

Approve the 2016 Sponsorship Agreement between TWCVB and The Woodlands Arts Council and authorize TWCVB President to execute the agreement in connection therewith.

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### Attachments

Proposed 2016 WWAFF Agreement

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The Woodlands  
**ARTS COUNCIL**  
Because Art Matters

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is by and among THE WOODLANDS ARTS COUNCIL, INC., a Texas non-profit corporation ("WWAC"), and [THE WOODLANDS CONVENTION & VISITORS BUREAU \("Sponsor"\)](#), with offices at 2801 Technology Forest Blvd, The Woodlands, Texas 77381.

### RECITALS:

WWAC, Inc., a 501 (3) (c) non-profit corporation produces and/or manages a fine arts festival ("Festival") in The Woodlands, Texas in support of community and educational arts-related programs. Sponsor desires to obtain certain rights and privileges to advertise and promote its products and its association with the Festival. WWAC desires to grant such rights and privileges to Sponsor.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by WWAC and Sponsor as a result of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WWAC and Sponsor hereby agree as follows.

**Section 1. Purpose of this Agreement.** Sponsor desires to become a sponsor of the WWAC in support of the Festival and related events and of WWAC's community and educational arts-related programs as more specifically set out on Exhibit "A".

**Section 2. Term.** This Agreement shall become effective upon execution by authorized representatives of WWAC and Sponsor and will terminate on [June 1, 2016](#) or as set out on Exhibit "A".

**Section 3. Date of Event.** The 2016 Festival is scheduled to commence April 8 and end April 10, 2016.

**Section 4. Sponsorship Value.** In exchange for the benefits received hereunder, Sponsor shall pay to WWAC a sum ("Sponsorship Fee") of [TWENTY THOUSAND DOLLARS \(\\$20,000.00\)](#). The Sponsorship Fee is payable on or before the earlier of thirty (30) days from the date of invoice or **January 31, 2016**. All amounts due but unpaid shall accrue interest at the maximum rate of interest allowed by law. Should it be necessary for WWAC to refer any unpaid fees to an attorney for collection, Sponsor hereby agrees to pay all costs of collection, including reasonable attorneys' fees, whether or not suit is brought. The Sponsorship Fee shall not be refunded by WWAC on account of cancellation of the 2016 Festival for any reason whatsoever, including without limitation, force majeure.

**Section 5. Media.** A combination of newspaper, radio and/or television media may be

selected and purchased by WWAC to promote the Festival. WWAC retains all rights to create, place and to determine the amount of all media used to promote the Festival. WWAC and Sponsor agree to the additional terms with respect to media, if any, as set forth on Exhibit "A" attached hereto.

**Section 6. Signage.** WWAC will have the right to approve in advance all signage, if any, including posters and banners. All costs associated with the design, construction, and installation of signage specific to Sponsor shall be borne by Sponsor. Sponsor shall also be responsible for the costs associated with any changes made to such signage. Sponsor and WWAC may further agree to additional terms with respect to signage which additional terms shall be set forth on Exhibit "A" attached hereto. All signage shall be placed in locations to be determined by WWAC.

**Section 7. Distribution of Literature.** Sponsor shall not distribute any advertisements or promotional literature without the prior consent and approval of WWAC. Any such distribution will be at a time and place approved by WWAC and will be subject to Sponsor's compliance with all rules, regulations and/or ordinances of The Woodlands Development Company, The Woodlands Township, and any other governmental regulations and any restrictions affecting the Festival.

**Section 8. Tickets and Vendor Passes.** WWAC may provide Sponsor with certain complimentary Festival Admission tickets and Vendor Passes to the Festival; if so, such terms shall be set forth on Exhibit "A". In no event shall Sponsor be permitted to resell any of the complimentary Festival Admission tickets or Vendor Passes provided to Sponsor pursuant to this Agreement.

**Section 9. Official Product Sponsor.** Sponsor will be an official product sponsor of the Festival at the Location as set forth on Exhibit "A" hereof. The sponsorship relationship described herein shall not preclude WWAC from entering into other sponsorship relationships for the Festival with other entities for (i) other official product categories, (ii) any name-in-title sponsorship which does not directly conflict with Sponsor's category, or (iii) any similar official product category to the extent that Sponsor is not an Exclusive official product sponsor. If Sponsor is an Exclusive official product sponsor, that will be clearly designated on Exhibit "A".

**Section 10. Indemnification.**

(a) **WWAC SHALL INDEMNIFY AND HOLD SPONSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE PRODUCTION AND MANAGEMENT BY WWAC, OR ITS OFFICERS, DIRECTORS OR EMPLOYEES, OF THE FESTIVAL, TO THE EXTENT SUCH ACTS OR OMISSIONS AMOUNT TO MORE THAN MERE NEGLIGENCE, PROVIDED THAT THIS INDEMNITY SHALL NOT EXTEND TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ACTS OR OMISSIONS OF SPONSOR.**

(b) **SPONSOR SHALL INDEMNIFY AND HOLD WWAC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY ACTS OR OMISSIONS OF SPONSOR, OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WHETHER OR NOT SUCH ACTS OR OMISSIONS AMOUNT TO NEGLIGENCE, (II) THE USE OF SPONSOR'S LOGO BY WWAC, AND (III)**

**THE USE, OPERATION OR TRANSPORTATION OF ANY OF SPONSOR'S EQUIPMENT, WHETHER OR NOT SUCH ACTS AMOUNT TO NEGLIGENCE.**

**Section 11. Insurance.** If Sponsor will have a tent or other physical presence at the Festival, Sponsor shall provide to WWAC a Certificate of Insurance evidencing (i) Commercial General Liability, including Products Liability, at limits of \$1,000,000 per occurrence/\$2,000,000 aggregate (ii) Automobile Liability in the afore-stated amounts and (iii) Workers Compensation and Employers Liability affording coverage under the Workers Compensation laws of the State of Texas. The Certificate of Insurance shall name WWAC as an additional insured and must be received by WWAC at least ten (10) days prior to the Festival with coverage dates extending at least thirty (30) days after the Festival dates.

**Section 12. Further Assurances.** Each party to this Agreement, upon the request of any other party to this Agreement, will execute, acknowledge and deliver such further documents or instruments and perform such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

**Section 13. Assignment.** This Agreement is for the benefit of the parties and neither the Agreement, nor the rights, duties or obligations provided hereunder, may be assigned by either party without prior written consent from the other party.

**Section 14. Relationship of the Parties.** The parties are acting herein as independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect. Sponsor shall be solely responsible for all wages, income taxes, worker's compensation and any other requirements for all personnel it supplies pursuant to this Agreement. Sales taxes, if any, shall be the responsibility of the purchaser of the goods or services. Sponsor further understands and agrees that neither WWAC nor the Festival shall be responsible for any items or vehicles brought into the location of the Festival by Sponsor or any of its employees, agents, representatives or volunteers.

**Section 15. Successors and Assigns.** All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

**Section 16. Entire Agreement and Modification.** This Agreement, inclusive of Exhibits, contains the entire understanding between WWAC and Sponsor relating to the subject matter hereof, and no modification of any provision hereof shall be enforceable unless in writing signed by the party against whom enforcement is sought. Failure by WWAC to enforce the performance by Sponsor of any provision of this Agreement or to exercise any option provided for herein shall not be deemed to be a continuing waiver of performance of such provision or of the right to exercise such option or the waiver of performance by Sponsor of any other provision of this Agreement unless so stated in a written waiver signed by WWAC. In the event that any portions of this Agreement shall be held illegal, void or ineffective, the remaining

portions shall remain in full force and effect.

**Section 17. Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Texas from time to time in effect.

**Section 18. Force Majeure.** The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, shall not be deemed a breach of this Agreement.

**Section 19. Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given if hand delivered or mailed certified mail, return receipt requested, (a) if to Sponsor, to the address set forth above and, (b) if to WWAC, as follows:

The Woodlands Waterway Arts Council, Inc.  
Attn: Amy Lecocq, President of the Board  
P. O. Box 8184  
The Woodlands, TX 77387-8184

All notices delivered by hand shall be effective upon delivery and all notices mailed certified mail, return receipt requested shall be effective when received.

AGREED AND ACCEPTED on \_\_\_\_\_, 20\_\_.

THE WOODLANDS WATERWAY ARTS COUNCIL, INC.

By: \_\_\_\_\_  
Amy Lecocq, President of the Board

THE WOODLANDS CONVENTION & VISITORS BUREAU

By: \_\_\_\_\_  
Name: Nick Wolda  
Title: President, The Woodlands Convention & Visitors Bureau  
2801 Technology Forest Blvd  
The Woodlands, Texas 77381



**EXHIBIT A**

**The Woodlands Convention & Visitors Bureau** (“Sponsor”) will be an official Sponsor of *The Woodlands Waterway Arts Council and Festival* (“Festival”) for the term of this Agreement.

**LOCATION:** Sponsor understands that the on-site location shall be determined by WWAC.

**TIMELINE:** Sponsor understands and agrees to the following for payment, logo art and proof of insurance.

<b>ITEM</b>	<b>DATE</b>	<b>NOTE</b>
<b>LOGO ART*</b>	January 31, 2016	Logo art to: <a href="mailto:WendyPaynter@WoodlandsWaterwayArtsCouncil.org">WendyPaynter@WoodlandsWaterwayArtsCouncil.org</a>
<b>SPONSORSHIP FEE</b>	January 31, 2016	\$20,000.00
<b>Certificate of INSURANCE</b>	March 1, 2016	

**SPONSOR Fulfillment:** Sponsor understands that it will receive the following from WWAC each year of the Term:

<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>NOTE</b>
Booth/Vendor Space	10 x 20 tent 8' table Chairs	1 2 4	<b>Watercolor Terrace Official Sponsor</b> <u>X</u> yes ___ no
<b>Banner</b>	3 x 10	1	Logo art due by Jan. 31
Vendor Pass		6	Unlimited in and out access for Sponsor’s staff who work the Festival
VIP Parking Pass		22	Each for one (1) automobile on a first-come, first-served basis

VIP Festival Tickets		22	Weekend entry & exclusive invitation to Sunday morning Awards breakfast.
Festival Party Tickets		22	Pre-party preview for VIP's & Sponsors
General Festival Admission		100	Weekend passes
Complimentary Beverage coupons		22	Non-alcoholic
Framed Commemorative Festival Poster		1	

**MARKETING/PR:** Sponsor's logo will be included on Festival:

Website	www.woodlandsartsfestival.com with a link to Sponsor website
Promotional Pieces	Promo pieces distributed in the local communities, hotels, restaurants, businesses and to the media prior to the Festival
Signage	Banners, directory, other on-site signage at the Festival and at all entry points. Logo included in BAM! programs.
Programs	Logo included in free programs distributed at the Festival to all patrons.
Other	WWAC agrees to promote available hotels within The Woodlands Township boundaries by website listing, database eblast distribution and any other advertising opportunities as agreed upon by WWAC and Sponsor.
Other (as directed by WWAC)	Newspaper advertisements, billboards, magazines, direct mail, radio, press releases, Facebook, newsletters.

**SAMPLES:** Sponsor understands and agrees that it will have the opportunity to provide samples and distribute premiums to the patrons at the Festival in Sponsor's tent, subject to compliance by Sponsor with municipal ordinances and any other governmental regulations. Sponsor shall not provide samples or distribute premiums, coupons or anything of value outside of Sponsor's tent area.

**BEVERAGES:** Sponsor understands and agrees that all beverage rights will be retained by the Festival. No beverage is to be served by Sponsor at the Festival.

***To accept and agree, please initial below:***

\_\_\_\_\_  
WWAC, Inc.

\_\_\_\_\_  
TWCVB

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon Fifth Amendment to Waterway Cruisers Catering Services Operating Agreement through March 31, 2016;

#### BACKGROUND:

On August 12, 2013, TWCVB issued a formal RFP seeking a caterer/restaurant to provide exclusive catering and catering management services on the Waterway Cruisers. Landry's Restaurants, Inc. was the only company who responded to the bid with a proposal. At the November 6, 2013 TWCVB Board of Directors Meeting, Landry's was once again approved by TWCVB Board as the caterer of the Waterway Cruisers for 2014, with rights to two (2) consecutive one (1) year renewals. On November 4, 2014, The Woodlands CVB Board approved a one (1) year renewal of the Waterway Cruisers Catering Services and Operating Agreement to begin on January 1, 2015 and end on December 31, 2015.

With the Waterway Cruiser operations extended through March 31, 2016, it is requested that the catering services for the Cruisers continue, enacting the second option for renewal from the original 2013 service agreement. However, this agreement would begin on January 1, 2016 and end on March 31, 2016.

Attached to this Executive Summary you will find the executed agreement, as well as the proposed fifth amendment for the Waterway Cruisers Catering Services and Operating Agreement.

Through the duration of the Catering Services and Operating Agreement, Landry's has hosted a variety of public and private events and has built an extensive clientele. Landry's option for private catered charters has attracted local businesses, groups and corporate group dinners.

#### RECOMMENDATION

Approve renewal of the Waterway Cruisers Catering Services and Operating Agreement between Landry's Restaurants, Inc. and The Woodlands CVB to begin on January 1, 2016 and continue through March 31, 2016; and authorize the President to execute and deliver the Agreement and all related documents subject to final acceptance and approval by Landry's and final legal approval.

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### Attachments

Fifth Amendment to Waterway Cruisers Catering Services and Operating Agreement

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**FIFTH AMENDMENT TO  
WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT**

THIS FIFTH AMENDMENT TO WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT (this "Amendment") is made as of December \_\_\_\_, 2015 (the "Effective Date") by and among **LANDRY'S RESTAURANTS, INC.**, a Delaware corporation having its principal place of business at 1510 West Loop South, Houston, Texas 77027 ("Caterer"), and **THE WOODLANDS CONVENTION AND VISITORS BUREAU**, a Texas non-profit corporation, with offices at 2801 Technology Forest Blvd., The Woodlands, Texas 77381 ("TWCVB") (Caterer and TWCVB are herein collectively referred to as the "Parties" and individually as a "Party").

**WHEREAS**, the Parties entered into that certain WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT, executed April 13, 2011 (the "Original Agreement");

**WHEREAS**, the Parties entered into that certain FIRST AMENDMENT TO WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT, executed October 4, 2012, which extended the Term of the Original Agreement one (1) year, to expire October 27, 2013;

**WHEREAS**, the Parties entered into that certain SECOND AMENDMENT TO WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT, executed September 20, 2013, which extended the Term of the Original Agreement sixty-five (65) days, to expire December 31, 2013;

**WHEREAS**, the Parties entered into that certain THIRD AMENDMENT TO WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT, executed December 27, 2013, which extended the Term of the Original Agreement one (1) year, to expire January 1, 2015, and amended the renewal right, pursuant to Section 2.1 of the Original Agreement;

**WHEREAS**, the Parties entered into that certain FOURTH AMENDMENT TO WATERWAY CRUISERS CATERING SERVICES AND OPERATING AGREEMENT, on or about November 5, 2015, which extended the Term of the Original Agreement one (1) year, to expire January 1, 2016; and

**WHEREAS**, it is the intent of the parties by this Amendment to amend such Original Agreement to extend the Term of such Original Agreement.

**NOW, THEREFORE**, by the execution hereof and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of the following mutual covenants and agreements, the Parties accept the following:

1. Capitalized terms used herein and not defined herein have the respective meanings ascribed to such terms in the Original Agreement.

2. The Parties acknowledge that Caterer wishes to extend the Term beyond the time period provided in the Original Agreement, as amended. Accordingly, notwithstanding any other terms to the contrary contained in the Original Agreement, as amended, the Parties hereby agree and acknowledge that the Term of the Original Agreement is hereby extended through March 31, 2016.
3. All terms and conditions of the Original Agreement remain unchanged except to the extent modified by this Amendment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURES ON FOLLOWING PAGE]*

The Parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

LANDRY'S RESTAURANTS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE WOODLANDS CONVENTION AND VISITORS  
BUREAU

By: \_\_\_\_\_  
Nick Wolda, President

## **CVB Regular Board Meeting**

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon agreement on assuming operations of the Waterway Cruisers;

#### BACKGROUND:

In November 2015 The Goodman Corporation (TGC) refined the previously developed Request for Expressions of Interest (RFEI) in order to solicit potential service providers for the Water Cruiser operation. The RFEI was placed on the CVB website on November 20, 2015 and was accompanied by a formal press release. The RFEI itself was directly distributed (via e-mail and telephone) to 91 potentially interested parties. Recipients included: People's Transit, AFC, First Transit, Inc., MV Transportation, Inc., Le Fleur Transportation, and First Class Tours. In addition to direct outreach, the RFEI was also posted in the Mass Transit Magazine Online classified section, the Community Transportation Association of America website, the American Public Transportation Association website, and the Southwest Transportation Alliance website.

Potential respondents were given until December 31, 2015 to respond. During the open period of the RFEI, TGC received interest from TransDev in coordinating a site visit to tour the Water Cruiser Maintenance Facility. However, after establishing a date and publishing an addendum to the RFEI for the site visit, the interested party determined they were no longer interested in this opportunity.

Initial responses indicated a high level of interest from two providers (TransDev, AFC), however, as of January 1, 2016, no responses to the RFEI were received. TGC has begun to complete outreach in order to understand this apparent lack of interest from potential operators. TGC will present these responses with CVB Board members at the January 12, 2016 CVB meeting. However, it is TGC's opinion that, to attract an outside Water Cruiser operator, subsidy in addition to fare box revenue will have to be provided. The following CVB Board actions may reinforce the viability of attracting a private operator:

1. Finalize the decision on future fleet configuration and use of available federal funding (renovate, purchase new or combo of both);
2. This decision will lead to a more predictable timetable for establishing the future Water Cruiser fleet. Should the CVB Board choose to sell all six (6) Water Cruisers, then the timetable for selected replacement craft will determine the future operating profile;
3. Decision to renegotiate existing contract with The District until end of calendar year if CVB determines to sell several Water Cruisers and renovate remaining; including acquisition of new equipment;
4. Should CVB determine to abandon all Water Cruiser services, TGC would pursue course of action to relieve the District, Township/CVB, and The Woodlands Development Company of any federal contingent liability associated with the Water Cruiser Maintenance facility.

#### RECOMMENDATION

To be determined by Board.

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### Attachments

*No file(s) attached.*

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## CVB Regular Board Meeting

Meeting Date: 01/12/2016

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### Information

#### SUBJECT MATTER:

Receive, consider and act upon Ferry Grant program regarding the Waterway Cruisers;

#### BACKGROUND:

On December 23, 2015, the Texas Department of Transportation (TxDOT) completed a revision to the Statewide Transportation Improvement Program. Included in this revision is the \$253,844 in Federal Transit Administration (FTA) funding to be used to “replace and install equipment on Woodland Waterway Cruisers and purchase/install payment kiosks.” The completion of this amendment is the final item that needed to be completed before the grant funding can be executed. Additionally, because the funding is now in the STIP and the project receives automatic environmental clearance, costs related to these items can be incurred now and reimbursed later.

The Goodman Corporation (TGC) was requested to pursue the following determinations as it relates to available FTA funding.

1. The extent to which the Township could be substituted as the federal grantee for BTD; and,
2. The flexibility to utilize approved federal funding for either the renovation of the existing Water Cruisers and/or the purchase of new equipment.

FTA has made the determination that The Woodlands Township can apply for the grant funding as long as there is an agreement with BTD to do so. This would of course require concurrence from the Township Board that the Township is willing to accept the grant funding, which requires a 20% local share. In addition, FTA is willing to consider the utilization of the federal grant for the purchase of new equipment versus refurbished boats. FTA has requested additional information to support a Township/CVB decision to purchase new equipment v renovation. It is also important to note that the grant is now several years old (awarded using FY13 funding). Typically, the FTA timeline used to determine lapsing funds is the year of apportionment, plus three years. In this case, the funding would be scheduled to lapse on September 30, 2016. TGC can coordinate with FTA to determine the exact date when these funds will lapse.

#### RECOMMENDATION

To be determined by Board.

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### Attachments

*No file(s) attached.*

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