

THE WOODLANDS

CONVENTION & VISITORS BUREAU

visitthewoodlands.com

NOTICE OF JULY 2015 REGULAR 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 15 day of July, 2015, at 11:30 a.m., for the purpose of:

1. Pledge of Allegiance;
2. Call to order and adoption of Agenda;
3. Public Comment;
4. Consider and approve Minutes from May 6, 2015 Regular Board Meeting;
5. Consider and approve Minutes from June 3, 2015 Special Board Meeting;
6. Consider and approve Financial Report for May 2015;
7. Receive, consider and act upon contract with Simpleview CRM Software;
8. Receive and consider a wrap up report of the 18th Annual Red, Hot & Blue Festival & Fireworks Extravaganza;
9. Receive, consider and act upon the 2016 Caroling on the Square series;

10. Receive, consider and act upon organizational structure of The Woodlands CVB for 2016;
11. Receive, consider and act upon additions to The Woodlands CVB Marketing Committee;
12. 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;
13. Reconvene in public session;
14. Receive, consider and act upon recommendations regarding The Woodlands Waterway Cruisers;
15. Receive CVB Initiative Reports;
16. President's Report;
17. Board Announcements;
18. Agenda items for next meeting;
19. 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 10th day of July, 2015.



A handwritten signature in black ink, appearing to read "M. J. Wolda". The signature is fluid and cursive, written on a light gray rectangular background.

President of The Woodlands Convention & Visitors Bureau

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Consider and approve Minutes from May 6, 2015 Regular Board Meeting;

BACKGROUND:

See attached.

RECOMMENDATION

Approve minutes as presented.

Attachments

May 6, 2015 Meeting Minutes

THE WOODLANDS

CONVENTION & VISITORS BUREAU

visitthewoodlands.com

May 6, 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 May 6, 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

Fred Domenick, Vice Chairman

Don Norrell, Director

Karen Hoylman, Director

Peggy Hausman, Director

Greg Parsons, Director

Nick Wolda, President

Secretary/Treasurer Ed Robb was not present at the beginning of the meeting, but joined as the committee reached Agenda Item No. 5 at 11:36 p.m.. Others in attendance were Brian Albert, TWCVB Legal Counsel; Cameron Klepac, TWCVB Marketing Specialist; Zoe Molina, TWCVB Event Specialist; Kara Stanley, TWCVB Group Sales Specialist; Alisann Schweiker, TWCVB Business Development Specialist and Sherri Segari, TWCVB Marketing Assistant. The meeting was held in The 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 Adoption of Agenda; Chairman Bunch called the meeting to order at 11:38 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 Motion and seconded by Director Hoylman. Motion carried by unanimous vote. Agenda adopted.

Agenda Item No 3 Public Comment; None at this time.

Agenda Item No. 4 Consider and approve Minutes from March 4, 2015 Annual Board Meeting; Motion to approve Minutes from March 4, 2015 Annual Board Meeting made. Motion seconded. Motion passed unanimously with the exception of Director Hausman.

Agenda Item No. 5 Receive, consider and act upon a presentation on The Woodlands Marathon;

Chairman Bunch called on Willie Fowlkes to re-cap the 2015 event and present analytics concerning the event's success in the past. Among this information was his estimate of 1,000-1,500 hotel rooms filled due to the event over the course of the weekend throughout The Woodlands and surrounding areas. Mr. Fowlkes referenced past economic impact studies that valued The Woodlands Marathon as having an economic impact of \$6 million; there are plans to run an economic impact study after next year's race. The March 5, 2016 race will be the 5th year The Woodlands Marathon and The Woodlands Township have partnered together for the race. However, after the 2016 race the contracted partnership will expire. The CVB is currently not an official partner with The Woodlands Marathon. No Board action necessary.

Agenda Item No. 6 Consider and approve CVB Financial Report for March 2015;

Revenues and Expenditures for the 3 months ending March 31, 2015 were addressed. Actual revenues were \$477,000. There was a favorable revenue variance of \$65,000 due to the 2% supplemental hotel occupancy tax exceeding budget expectations as well as sponsorship outpace and ice rink revenue variance. The one unfavorable variance in revenues is the Waterway Cruiser variance which is unfavorable by \$12,000. As of right now, ridership numbers do not match up to the number of tickets collected. An inquiry for data has been placed. Motion to approve and accept made by Director Hausman. Motion seconded by Director Norrell. Motion passed unanimously.

Agenda Item No. 7 Receive, consider and act upon Customer Relationship Management (CRM) Software;

Chairman Bunch calls on President Nick Wolda. President Nick Wolda calls on Kara Stanley to present. Kara Stanley acknowledges that the CVB does not currently utilize Customer Relationship Management (CRM) software, relying instead on Excel spreadsheets that are difficult to use for tracking and require constant updating. Ms. Stanley recommends Simple View Software as it would allow the CVB to create a detailed visitor database, analyze and track demographic data from visitors and form a coherent meeting planner database. Simple View is created specifically for CVBs and destination marketing organizations with success in organizations like the Greater Houston CVB. Kara Stanley requested the use of general funds for the project pending a legal review of the agreement and a definitive outline of system add-ons and cost factors associated to be presented next month. Motion to Director Dominique and second by Hausman to approve subject to legal review.

Agenda Item No. 8 Receive consider and act upon the Discovery Guide & Savings

book; President Wolda calls on Cameron Klepac to present. In 2014, \$75,000 was spent on Discovery Guides. About 2/3 of that cost is due to printing. Ms. Klepac proposed moving the Discovery Guide to a digital platform to save budget dollars and extend the

marketing reach. The board discussed charging businesses to appear in the Discovery Guide. Motion to approve and accept the Discovery Guides' move to digital platform made by Director Hausman. Motion seconded by Director Domenick. Motion passed unanimously.

Agenda Item No. 9 Discussion of 2015 hotel booking volume; Director Domenick summarizes the booking pace of local hotels. In reaction to the price of oil dropping, booking is down 7,000-8,000 rooms for 2015. 2016 has swung upward. Small meetings are expected with few large meetings. No Board action necessary.

Agenda Item No. 10 Receive, consider and act upon 2016 budget for The Woodlands CVB; Chairman Bunch called on President Wolda to outline revenue expected for 2016, how to position more in line with a typical CVB and event considerations. Monique Sharp mediated the 2015 fiscal year breakdown. In 2015, the cash requirement was \$3.4 million with 2% HOT funding \$1.6 m, sponsorship and program fees covering \$0.7 m, with a transfer of 7% base HOT from Township covering \$1.1 m. The total cash requirement was \$3.5 million with 2% coming from HOT at \$2.0 m allotting for the increase of hotels in the area, sponsorships and programming fees of \$.08 m and the 7% base HOT transfer from the Township at \$0.7 m. The Township is allocating an additional \$4.5 m to debt services including the convention center and the Township building, \$1.2 m to bond redemption and \$0.6 m to the Township General Fund. With no action taken in regards to events, the prescribed actions would account for an 18% increase. The CVB Board decided to delay all conversations until the June 3, 2015 Special Board Meeting to revisit the proposed CVB budget. No Board action necessary.

Agenda Item No. 11 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. 12 Reconvene in public session;

Agenda Item No. 13 Receive, consider and act upon operations regarding The Woodlands Waterway Cruisers; No Board action necessary.

Agenda Item No. 14 Receive, consider and act upon an update of The Waterway Ferry Cruiser Grant; Board action deferred to next Regular Board Meeting.

Agenda No. 15 Receive CVB Initiative Reports; Cameron Klepac presents the CVB Travel and Tourism week video. No Board action necessary.

Agenda No. 16 President's Report; President Wolda announced the sponsor event for Fiesta Universal and extended an invitation to Nick's Fish Dive and Oyster Bar restaurant.

Agenda No. 17 Board Announcements; There were no Board announcements at this time.

Agenda No. 18 Consideration of Items to be placed on the agenda for next meeting;

Agenda No. 19 Adjournment at 2:10 p.m.; Motion to adjourn made by Chairman Bunch. Motion seconded by Director Hausman. Motion passed unanimously.



Dr. Ed. Robb, III, Secretary/Treasurer
The Woodlands CVB Board of Directors

Date

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Consider and approve Minutes from June 3, 2015 Special Board Meeting;

BACKGROUND:

Please see attached.

RECOMMENDATION

Approve minutes as presented.

Attachments

June 3, 2015 Meeting Minutes

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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June 3, 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 June 3, 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

Fred Domenick, Vice Chairman

Don Norrell, Director

Karen Hoylman, Director

Peggy Hausman, Director

Ed Robb, Secretary/Treasurer

Nick Wolda, President

Director Greg Parsons was not present. Others in attendance were Brian Albert, TWCVB Legal Counsel; Cameron Klepac, TWCVB Marketing Specialist; Zoe Molina, TWCVB Event Specialist; Kara Stanley, TWCVB Group Sales Specialist; Alisann Schweiker, TWCVB Business Development Specialist and Emilie Harris, TWCVB Marketing Assistant. The meeting was held in The 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 Adoption of Agenda; Chairman Bunch called the meeting to order at 11:37 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 Motion and seconded by Director Hoylman. Motion carried by unanimous vote. Agenda adopted.

Agenda Item No. 3 Public Comment; None at this time.

Agenda Item No. 4 Receive, Consider and Act Upon sending 2016 Budget Plan to The Woodlands Township; Chairman Bunch called on President Wolda to outline the budget plan for 2016. The primary funding sources right now are the 2% supplemental hotel tax forecasted to be about \$2 million. The sponsorship and program fees that generate about

\$700,000 annually are to be transferred to the Township under the assumption that events will then be under their control. Additionally a 7% base HOT from Township assumed to be about \$0.7 million is anticipated to flow into the Total CVB Sources for 2016 totaling \$2.7 million.

President Wolda presented the board with two options. Option one would move all the events including event costs, production costs, sponsorship revenue and public safety costs to the Township with the CVB keeping the fiscal responsibility of advertising those events. Option two would move the more residential events to the Township, but have the CVB retain the events that drive visitors such as Red, Hot and Blue, Lighting of the Doves, Memorial Day, Labor Day etc.

Chairman Bunch discussed The Township Parks and Recreation department's ability to take over the event with the addition of two positions that would need to be filled. Chairman Bunch relayed to the board how both these options would allow for a cleaner and more focused mission of the CVB. Chairman Domenick voiced his support of Option One. Director Hoylman voiced her support. Dr. Robb made determinations between all of the events that are currently paid for by the CVB and by other entities. The board then worked together to make the differentiation between the CVB's budget and tasks and the Township budget and tasks. Dr. Robb voiced concern about losing the festivity of The Woodlands due to loss of events. Dr. Robb also discussed the need to keep from voting on a policy that will eventually become a slush fund for hotels. Director Norrell spoke about Option Two depleting the ability of staffers to work efficiently and speaking favorably about Option One. Dr. Robb addressed Monique Sharp who spoke favorably about the proposed budget. Director Norrell voiced his concern about sponsorship revenue stream being depleted if citizens feel they are donating to the government of the Township instead of the nonprofit CVB.

Dr. Robb then addressed his concern about the Parks and Recreation department being the appropriate department for fundraising and sales. John Powers approached the podium and discussed the seasoned associates in the Parks and Recreation department. Steve Atkins of The Atkins Group then approached the podium to discuss why he believed the two options would contribute to visitors and residents of The Woodlands alike. Director Hausman addressed a concern about the increase of Destination Marketing dollars and the ability of The Woodlands to meet the demands created. President Wolda discussed the additional hotels' demand spread out over a year making this concern a non-issue. Cameron Klepac then approached the podium and discussed how the line item "Niche Marketing" would allow for The Woodlands CVB to work with the Greater Houston CVB and piggyback off of their initiatives. Director Hausman discussed duplications in the Parks and Recreation Budget and the CVB budget. Director Norrell made a request for an updated mission and vision statement for the CVB.

Two additional budget requests were made:

- The Woodlands Area Chamber of Commerce requested an additional \$10,000 for the addition of information centers into the Convention Center in order to get from surveys taken by those visiting The Woodlands Convention Center. Director Domenick addressed that the hotel and The Woodlands Chamber of Commerce would have to deliberate before this particular line item could be voted on.
- The Woodlands Craft Beer and Music festival requested an \$8,000 sponsorship for their event in the year 2016. The board discussed waiting to see the economic impact of the festival for 2015 before pledging a sponsorship for the coming year.

A motion was made by Director Robb to approve the \$2.7 million to be presented to the Township Board. It was seconded by Director Domenick. Motion carried by unanimous

vote.

Agenda No. 5 Receive CVB Initiative Reports;

- Cameron Klepac discussed the success of Travel and Tourism week in The Woodlands. Rebranding was done for the Red, Hot and Blue ads. A Pandora ad was bought and will generate over 800,000 impressions. 500 spots are also being run on Comcast.
- Kara Stanley then gave a Group Sales update. An e-blast was sent out in May to over 30,000 meeting planners. Kara is attending “Collaborate Marketplace” in Orlando where she will have 30 one-on-one appointments with meeting planners.
- Zoe Molina gave an Events Update. She discussed the success of the Memorial Day events and provided survey results from that event. Waterway Nights is beginning this Saturday and will continue every Saturday in June. Zoe presented a “Best Places to View Fireworks for Red, Hot and Blue” flyer and discussed a promotional video for Red, Hot and Blue that is in the works. President Wolda discussed The Woodlands Pavilion conflict with the fireworks during two weekends during the Waterway Nights series. The CVB will be working with the Pavilion to fire the fireworks off during the intermission of concerts.
- Alisann Schweiker gave a sponsorship update. The CVB is 58% to the goal for sponsorships in 2015. Red, Hot and Blue will be sponsored by BBVA Compass, First American Title, America’s ER, Olive Garden and Sweet-N-Low.

No motion necessary.

Agenda No. 6 President’s Report; No report at this time.

Agenda No. 7 Board Announcements; There were no Board announcements at this time.

Agenda No. 8 Consideration of Items to be placed on the agenda for next meeting;
No report at this time

Agenda No. 9 Adjournment at 1:05 p.m.; Motion to adjourn made by Director Hausman. Motion seconded by Director Norrell. Motion passed unanimously.

Dr. Ed. Robb, III, Secretary/Treasurer
The Woodlands CVB Board of Directors

Date

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Consider and approve Financial Report for May 2015;

BACKGROUND:

Please see attached.

RECOMMENDATION

Approve financial report as presented.

Attachments

May 2015 Financials

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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GENERAL PURPOSE FINANCIAL STATEMENTS
May 31, 2015

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

THE WOODLANDS CONVENTION & VISITORS BUREAU
Balance Sheet
As of May 31, 2015

Assets and Other Debits

| | |
|----------------------|-----------|
| Cash | 1,190,926 |
| Other Receivables | 148,817 |
| Due from Other Funds | 126,113 |
| Prepaid Expenses | - |

Total Assets

1,465,856

Liabilities and Fund Balance

Current Liabilities

| | |
|-----------------------------|---------|
| A/P and Accrued Liabilities | 27,028 |
| Due to Other Funds | 100,957 |

Fund Balance

| | |
|--------------------------------|-----------|
| Undesignated - CVB | 1,200,450 |
| Designated - Waterway Cruisers | 137,420 |

Total Liabilities and Fund Balance

1,465,856

THE WOODLANDS CONVENTION & VISITORS BUREAU
Budget and Actual
For the Five Months Ended May 31, 2015

| | 5/31/2015 YTD Budget | 5/31/2015 YTD Actual | Favorable/ (Unfavorable) |
|--|-------------------------|-------------------------|-----------------------------|
| REVENUE | | | |
| Operating Transfers | - | - | - |
| Supplemental Hotel Occupancy Tax | 604,382 | 700,537 | 96,155 |
| Interest Income | 200 | 472 | 272 |
| Sponsorships | 59,000 | 106,500 | 47,500 |
| Event Revenue | 45,000 | 51,882 | 6,882 |
| Program Income - Waterway Cruisers | 124,376 | 46,518 | (77,858) |
| Subtotal | 832,958 | 905,909 | 72,951 (A) |
| GENERAL EXPENSES | | | |
| CVB Township Staff | 222,741 | 178,358 | 44,383 |
| Staff Development | 10,000 | 4,359 | 5,641 |
| Facilities Expense | 12,185 | 12,188 | (3) |
| Equipment Expense | 3,330 | 5,176 | (1,846) |
| Contracted Services | 26,875 | 26,421 | 454 |
| Administrative | 36,754 | 18,267 | 18,487 |
| Subtotal | 311,885 | 244,768 | 67,117 (B) |
| ATTRACTIONS & EVENTS | | | |
| Red, Hot & Blue | 55,000 | 600 | 54,400 |
| Lighting of the Doves | - | - | - |
| Ice Rink | 15,000 | 9,998 | 5,002 |
| Winter Wonderland | - | - | - |
| iWOW | - | - | - |
| Memorial Day Event | 57,500 | 20,468 | 37,032 |
| Labor Day Event | 5,000 | - | 5,000 |
| Trick or Treat Trail | - | - | - |
| Live at Night | 17,400 | 11,946 | 5,454 |
| Waterway Nights | 58,725 | - | 58,725 |
| Caroling on the Square | - | - | - |
| Community Festivals & Events | 78,000 | 40,850 | 37,150 |
| Subtotal | 286,625 | 83,862 | 202,763 (C) |
| DESTINATION MARKETING | | | |
| Media | 149,078 | 48,445 | 100,633 |
| Public Relations | 15,000 | 12,000 | 3,000 |
| Production | 35,415 | 32,374 | 3,041 |
| International Marketing | 20,000 | 1,900 | 18,100 |
| Cooperative Marketing | 25,000 | 4,405 | 20,595 |
| Group Sales | 29,165 | 8,624 | 20,541 |
| Visitor Services | 73,835 | 73,750 | 85 |
| Subtotal | 347,493 | 181,499 | 165,994 (D) |
| PROMOTION | | | |
| Waterway Cruisers | 241,212 | 95,318 | 145,894 |
| Promotion | 111,000 | 10,861 | 100,139 |
| Information Distribution | 44,000 | 23,870 | 20,130 |
| Other Advertising | 10,000 | 13,569 | (3,569) |
| Business Development | 3,000 | 1,241 | 1,759 |
| Subtotal | 409,212 | 144,858 | 264,354 (E) |
| CONTINGENCY | | | |
| | - | - | - |
| TOTAL EXPENDITURES | 1,355,215 | 654,987 | 700,228 |
| REVENUE OVER/(UNDER) EXPENDITURES | (522,257) | 250,922 | 773,179 |
| BEGINNING FUND BALANCE | - | 1,067,831 | 1,067,831 |
| ENDING FUND BALANCE | (522,257) | 1,318,753 | 1,841,010 |

THE WOODLANDS CONVENTION & VISITORS BUREAU
Operating Budget Variances
For the Five Months Ended May 31, 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 a timing difference between actual and budgeted revenue.
- Event Revenue - The favorable variance is due to ice rink sales being higher than forecasted.
- 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 and training and conferences being lower 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 a timing difference between actual and budgeted expenditures.
- Ice Rink - The favorable variance is due to expenses being lower than budgeted for event production.
- Memorial Day - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Live at Night - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- 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 favorable variance is due to a timing difference between actual and budgeted expenditures.
- Group Sales - The favorable 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**

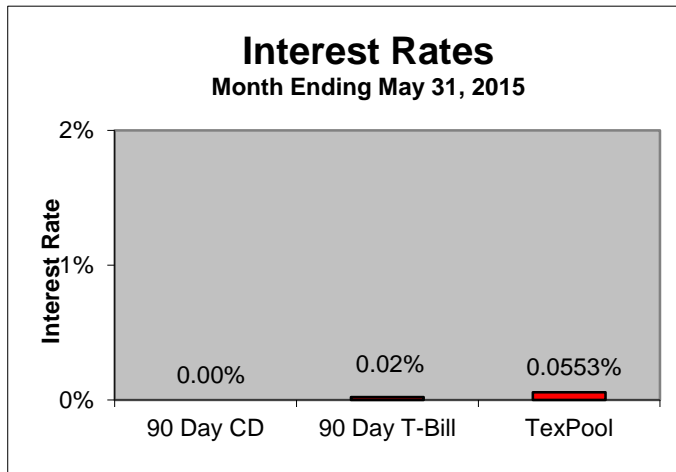
| | | |
|--|-----------------------|----------------|
| Coca-Cola | Red, Hot, & Blue | 7,500 |
| The Woodlands Development Company | Red, Hot, & Blue | 6,500 |
| First Choice Emergency Room | Red, Hot, & Blue | 3,000 |
| | TOTAL | 17,000 |
| | | |
| Noodles and Company | Lighting of the Doves | 2,500 |
| | TOTAL | 2,500 |
| | | |
| 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 |
| | TOTAL | 12,500 |
| | | |
| Physicians ER | iWOW | 2,500 |
| Coca-Cola | iWOW | 5,000 |
| | TOTAL | 7,500 |
| | | |
| The Woodlands Development Company | Memorial Day | 2,000 |
| Wells Fargo | Memorial Day | 15,000 |
| The Woodlands Resort & Conference Center | Memorial Day | 2,500 |
| | TOTAL | 19,500 |
| | | |
| The Woodlands Development Company | Labor Day | 1,500 |
| | TOTAL | 1,500 |
| | | |
| 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 |
| | TOTAL | 17,000 |
| | | |
| 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 |
| | TOTAL | 12,500 |
| | | |
| 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 |
| | TOTAL | 16,500 |
| | | |
| Total Pledged Commitments | | 106,500 |

THE WOODLANDS CONVENTION & VISITORS BUREAU
Cash Report as of May 31, 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 | \$ 1,180,104 | \$ (59,339) | \$ 87 | \$1,120,852 | \$1,180,104 | \$1,120,852 | 0.09% |
| Total | | | \$ 1,180,104 | \$ (59,339) | \$ 87 | \$1,120,852 | \$1,180,104 | \$1,120,852 | 0.09% |

YTD

\$ 472



** 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 May 31, 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 May 31, 2015

| | YTD Budget | YTD Actual | Favorable/ (Unfavorable) | |
|---|------------------|-----------------|-----------------------------|-----|
| REVENUE | | | | |
| Charters | 5,000 | 3,300 | (1,700) | |
| Sponsorships | 3,000 | - | (3,000) | |
| Fares | 52,915 | 43,218 | (9,697) | |
| Grant Reimbursement | 63,461 | - | (63,461) | |
| Subtotal | 124,376 | 46,518 | (77,858) | (A) |
| <u>TOTAL REVENUE</u> | 124,376 | 46,518 | (77,858) | |
| CONTRACTED SERVICES | | | | |
| Maintenance & Operations | 86,665 | 95,318 | (8,653) | |
| Legal | 1,000 | - | 1,000 | |
| Consulting | 3,750 | - | 3,750 | |
| Subtotal | 91,415 | 95,318 | (3,903) | (B) |
| MARKETING AND PLANNING SUPPORT | | | | |
| Promotional Supplies | 7,500 | - | 7,500 | |
| Subtotal | 7,500 | - | 7,500 | (C) |
| ADMINISTRATIVE | | | | |
| Insurance | 15,375 | - | 15,375 | |
| Subtotal | 15,375 | - | 15,375 | (D) |
| <u>TOTAL OPERATING EXPENDITURES</u> | 114,290 | 95,318 | 18,972 | |
| REVENUE OVER/(UNDER) OPERATING EXPENDITURES | 10,086 | (48,800) | (58,886) | |
| CAPITAL EXPENDITURES | 126,922 | - | 126,922 | (E) |
| TOTAL REVENUE OVER EXPENDITURES <i>(Including Capital Expenditures)</i> | (116,836) | (48,800) | 68,036 | |
| BEGINNING FUND BALANCE | 137,420 | 137,420 | - | |
| ENDING FUND BALANCE | 20,584 | 88,621 | 68,036 | |

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 May 31, 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, a contributing factor in the unfavorable variance is due to a timing difference between budget and actual. Although the budget reflects an even distribution of the annual budget over twelve months (\$11,250 - monthly), fare revenue is typically lower in the winter months, and peaks during the spring and summer months.
- 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

- Legal - There have been no legal expenditures incurred in 2015.
- Consulting - There have been no consulting expenditures incurred in 2015.

C) Marketing and Planning Support

- Promotional Supplies - There have been no promotional expenditures incurred in 2015.

D) Administrative

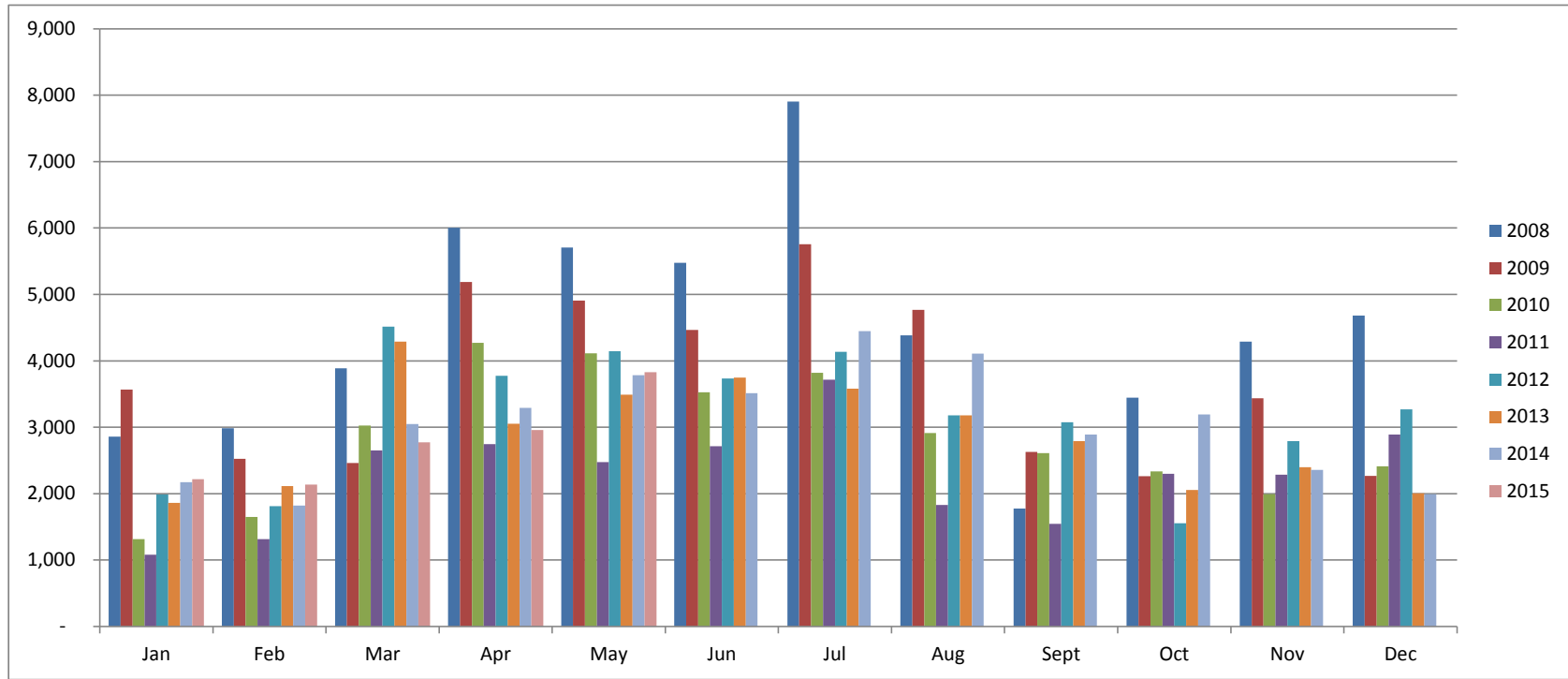
- Insurance - The year to date favorable variance is due to insurance being provided by Brazos Transit District. The Township's insurance expense was provided through March 2014 and was not renewed thereafter.

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 - May 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 | | | | | | | | |

| | 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 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Cost Per Rider | \$ | 7.65 | \$ 7.34 | \$ 7.19 | \$ 5.29 | \$ 7.06 | | | | | | | |

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Receive, consider and act upon contract with Simpleview CRM Software;

BACKGROUND:

At The Woodlands Convention and Visitors Bureau Board of Directors meeting on May 6, 2015, the CVB staff presented the benefits of using CRM software to create an extensive visitor and meeting planner database. CVB staff proposed the implementation of Simpleview CRM because the software is created specifically for CVBs and has multiple modules that will benefit various members of the CVB team.

After the presentation, the Board requested that staff ask Simpleview to send a contract for legal review. Please see the attached contract which was reviewed by Brian Albert at The Strong Firm. After initial review, Simpleview accepted a majority of the changes requested by Brian Albert. The one change not agreed upon is agreeing to a timeline for implementation of the software. The bracketed section of the contract deals with timeline provisions for implementation, which are pending review by Simpleview. Simpleview does not normally agree to a set timeline because there are many items in the process that are out of Simpleview's control including deliverables from the CVB. The Strong Firm recommends working with The Woodlands Township IT Director, William Pham to create a timeline for implementation and asking Simpleview to agree to the timeline within the contract including wording that protects them from client delays.

BACKGROUND:

After researching and receiving bids on three different CRM programs, the CVB staff recommends installing Simpleview CRM software. Simpleview is the best option because the software was specifically created for destination marketing organizations and it includes a variety of different tools. Simpleview will help the CVB organize data in two major areas:

1. Create visitor database
 1. Ability to track inquiries from various sources including CVB website, phone calls, emails and in-person requests in one centralized database.
 2. Database will assist in showing visitor demographics and also increase the CVB's ability to remarket to visitors.
2. Create meeting planner database and maintain leads.
 1. The Convention Sales module will assist with client relations and distributing leads.
 2. The module also has the ability to help prospect business, create meeting profiles with past and future details and calculate economic impact.

The software also includes various modules with tools for convention services, event management, media and public relations, inventory, and FAM/site visit management. The inventory module will assist the team in keeping track of all promotional items, brochures and visitor guides. The co-op marketing and advertising module can manage CVB promotions and track email campaigns. With Simpleview, the CVB also will be able to measure how much business is generated for local hotels because hotels will be asked to load signed leads from the CVB into Simpleview.

Cost of implementation:

Implementation of the software and logins for six (6) users will cost \$12,200. The recurring annual cost for six (6) users will be \$8,400. Total cost for first year is estimated at \$20,600 to include

implementation and annual software fee. For more detailed pricing information, please see the attached document *Simpleview CRM Destination Management System Pricing*.

The CVB also researched other CRM possibilities. Ungerboeck Software provides CRM software that could be utilized by the CVB, but the staff feels that Ungerboeck software focuses more on managing a conference or convention center rather than the operations of a CVB. Although, Ungerboeck has CRM capabilities, Simpleview would be a better fit for the CVB because the program is built for CVBs. The Greater Houston CVB currently uses Simpleview and distributes leads through the program so the larger hotels in The Woodlands are already familiar with the software. Ungerboeck would cost about \$8,000 for implementation with a recurring cost of \$658/month for 6 users on one license or \$7896 annually. Ungerboeck implementation is cheaper than Simpleview, but the CVB needs an all-encompassing program to handle all facets of the industry.

The third software researched was Microsoft Dynamics. This program is already used in some departments within The Woodlands Township. The CVB does not recommend implementation of Microsoft Dynamics as the CRM program because the needs of the CVB are different than what Microsoft Dynamics can provide. Microsoft Dynamics has not previously worked with CVBs and the program focuses more on CRM needs for government agencies and sales departments in retail, manufacturing or telecommunications. It is estimated that Microsoft Dynamics would have an implementation cost of \$9,280.

Software Comparison:

| Software: | Price: | Justification: |
|--------------------|---|--|
| Simpleview | Implementation: \$12,200 Annual Fee estimate: \$8,400 | <ul style="list-style-type: none"> ● Program created specifically for CVBs ● Simpleview is currently used by over 250 CVBs in the United States including 13 CVBs in Texas. ● Several modules available to assist entire CVB team. ● Used by GHCVB and hotels familiar with Simpleview lead system |
| Ungerboeck | Implementation: \$8000 Annual Fee estimate: \$ \$7,896 | <ul style="list-style-type: none"> ● Program focuses more on convention centers than CVBs |
| Microsoft Dynamics | Implementation: \$9,280 Annual Fee estimate: \$4680 | <ul style="list-style-type: none"> ● Has not been used by other CVBs |

RECOMMENDATION

Approve using CVB general funds for implementation of Simpleview software and authorize the President to sign the contract based on mutually agreeable implementation timeline.

Attachments

CRM Software Agreement



CUSTOMER RELATIONSHIP MANAGEMENT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of _____, 2015 (the "Effective Date"), by and between Simpleview, LLC with offices at 7458 N. La Cholla Blvd., Suite 100, Tucson, Arizona, 85741 ("Simpleview") and The Woodlands Convention & Visitors Bureau, located at 2801 Technology Forest Blvd., The Woodlands, TX 77380 ("Client"), hereinafter collectively referred to as "Parties."

RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and Web-based Applications for use on the World Wide Web, including the Customer Relationship Management Application ("CRM");
- B. WHEREAS, Client desires that Simpleview implement and support the CRM application and provide certain other services and applications useful in the design, programming, and maintenance of the CRM;
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client hereby agree as follows:

1. Simpleview Services

Simpleview shall provide Client with each of the services for development and hosting of CRM on the World Wide Web as set forth or described in Exhibit A hereto (the "CRM Services") and all additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties (the CRM Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

[Each of the Services shall be provided by Simpleview to Client in accordance with the progress timeline attached hereto as Exhibit D, which shall include a detailed summary of the scope of work of each of the Services and the date by which such Services are to be completed (the "Timeline"). The Parties acknowledge and agree that time is of the essence under this Agreement as to Simpleview's performance of the Services, and any delay in such timely performance, with the exception of delay caused by force majeure or delay caused by the direct acts or omissions by Client, shall give rise to certain remedies at the sole discretion of Client, as more fully described below.]

2. CRM Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into CRM, including, but not limited to, any database files, images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Client shall promptly deliver all Client Content to Simpleview in the form and manner as reasonably required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to CRM that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto. Routine updates and "fixes" are included in the Services described in Exhibit A.

2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, CRM shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the CRM, except for scheduled maintenance and required repairs, which shall require forty-eight (48) hours' written notice to Client, and except for any loss or interruption due to causes beyond the control of Simpleview. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit of Client's annual fee, applied towards Client's next invoice received. Simpleview shall provide Client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to CRM. Simpleview shall incorporate Updates according to a written schedule agreed upon by the Parties, [but in no case outside of the deadlines prescribed in Exhibit D](#)].

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services following the Initial Term of this Agreement and any subsequent Renewal Terms agreed upon, which shall require no less than ninety (90) days' written notice prior to the expiration of the then current term. Client shall pay, or promptly reimburse Simpleview for, any reasonably necessary out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that prior to Client incurring or being liable for any such costs or expenses, Simpleview shall be required to submit a schedule of all costs and expenses and all travel dates and costs by quote or Change Order (as appropriate), and to receive prior approval from an officer of Client's company. Client shall pay to Simpleview all uncontested fees within thirty (30) days after receipt of the applicable Simpleview invoice based on Client's accounts payable calendar.

All invoices shall be prepared by Simpleview according to the services and fees agreed upon by TWCVB. Invoices shall indicate in sufficient detail the type of services provided, time and date of the services, and the portion of the services the invoiced amounts were provided in connection with. Simpleview agrees that following reasonable prior notice, any and all contracts, agreements, correspondences, books, accounts, and other information relating to Client's business or this Agreement shall be available for inspection by Client and Client's outside representatives pursuant to any contested invoice amounts.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

“Client Content,” in addition to that described above, includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

“Work Product” means all elements of the CRM and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement, including, but not limited to, HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

“Client Data” means all data and information about Client’s businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

“User Information” means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with this Agreement and, including without limitation, (i) names, addresses, email addresses, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of Simpleview products; and (iii) any information about an identifiable individual that constitutes “personal information” under applicable law.

On Client’s written request or upon termination of this Agreement for any reason, Simpleview will promptly, but in no case later than fifteen (15) days from the date of request or termination, provide Client or their vendor(s) backups of all Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview’s products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices

Simpleview may use the name of and identify Client as a Simpleview client in advertising, publicity, or similar materials distributed or displayed to prospective clients; provided, however, that Simpleview shall first obtain the prior written consent from Client for such use upon Client's review of the proposed advertising, publicity, or similar materials to be distributed and/or displayed, and provided further that upon the expiration or earlier termination of this Agreement, Simpleview shall immediately cease use of Client's name and/or identify for any purpose.

5. **License**

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, nontransferable, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Data and User Information except as necessary to render the Services to Client under this Agreement. Simpleview shall not use the Client Content, Work Product, Client Data and User Information for any other purpose, including selling, copying or transferring any portions to third parties, [or providing Web site development or hosting services for others](#). Client hereby reserves for itself all rights in and to the Client Content, Work Product, Client Data and User Information not expressly granted to Simpleview in this section.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive, nontransferable, worldwide, irrevocable, royalty free license to make use of Simpleview Materials that are incorporated in the CRM and that are required for the operation of the CRM. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

6. **Warranties**

6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner; (iii) that the Services and obligations hereunder produced by Simpleview are wholly original to Simpleview, or Simpleview has acquired the necessary rights from third parties to contribute and include the same, and that the Services and obligations provided will not violate or infringe upon any other party's copyright, patent, trademark or other intellectual property right; and (iv) that all obligations produced shall be fit for their intended purpose and of industry standard quality and workmanship.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and (b)

that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, and nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Customer Relationship Management application.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material provided by Client on the CRM infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of Simpleview; or (iii) arises from or relates to any item prepared by Simpleview or at Simpleview's direction, including, but not limited to, claims of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or any other intellectual property interest arising out of the Services provided by Simpleview or from Simpleview's obligations under this Agreement.

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF CLIENT, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNTS PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF SUCH LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

9. Term and Termination

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for an initial term of three (3) years from the date thereof, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). At the end of the Initial Term, this Agreement may be renewed for two (2) additional terms of one (1) year each (each a "Renewal Term") at the sole discretion of Client, upon prior written notice to Simpleview delivered no less than sixty (60) days prior to the expiration of the Initial Term and each subsequent Renewal Term (the Initial Term and any Renewal Terms collectively referred to as the "Term").

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, which termination shall be effective immediately upon delivery of a written notice of termination.

[Notwithstanding anything to the contrary contained herein, the Parties recognize that the Services to be provided hereunder are critical to the operations of Client. With time being of the essence under this Agreement, any failure by Simpleview to comply with the Timeline, whether with regard to timely performance or compliance with scope of work, will cause material and detrimental harm to Client, the actual damages of which would be difficult to ascertain with any certainty. Therefore, the Parties agree that in the event Simpleview shall fail to strictly comply with the Timeline and breach this Agreement, in addition to Client's right to terminate this Agreement as provided above, Client shall be entitled to a full refund of all fees paid within the then-current Term year as liquidated damages, which the Parties agree is a reasonable estimate of the actual damages to be incurred by Client, and which do not constitute a penalty.]

10. Confidentiality

Each party agrees that during the Term of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

Client shall not use any Simpleview Materials to compete with Simpleview or in any way that would diminish Simpleview's rights therein.

11. Miscellaneous

11.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2 Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. The Agreement is performable in Montgomery County, Texas, and the Parties agree that venue for any legal dispute under the Agreement shall be Montgomery County, Texas.

11.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties. No party shall hold itself out as an employee or agent of the other party, and no party has any authority to enter into any contract on behalf of the other.

11.4 Arbitration

Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, by a mutually acceptable arbitration organization in Montgomery County, Texas. The arbitrator will have authority to award any form of damages as well as injunctive relief. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including, but not limited to, any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

11.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

11.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.8 Taxes

In the event that a city, state, or federal government agency other levies taxes on the work specific to the project or projects outlined in this agreement, Client will bear the responsibility of paying the taxes either directly, or indirectly through invoices marked up for tax inclusion. [Notwithstanding the foregoing, Client is a non-profit corporation of the State of Texas and exempt from tax; Client agrees to make their tax-exempt certification available to Simpleview to](#)

[the extent required to assure Client is not charged taxes which they are not responsible to pay.](#)

11.9 Survival

All provisions of this Agreement relating to the Parties' warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, and indemnification obligations shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

Simpleview, LLC
7458 N La Cholla Blvd., Suite 100
Tucson, AZ 85741

By: _____ Date: _____

Its: Vice President of Finance

Authorized Signature

The Woodlands CVB
2801 Technology Forest Blvd.
The Woodlands, TX 77380

By: _____ Date: _____

Its: _____

EXHIBIT A
SIMPLEVIEW SERVICES

| <u>CRM "Basic" Tier Pricing Details</u> | <u>Included/ Optional</u> | <u>One-Time Fee</u> | <u>Recurring Cost</u> |
|--|-------------------------------|-------------------------|---------------------------|
| Simpleview CRM "Basic" Tier implementation (6 users) | Included | \$12,200 | \$0 |
| Simpleview CRM annual fee (includes hosting, updates, upgrades, and 180 hours of free support over 3 year term) | Included | \$0 | \$8,400 |
| Standard Reports | Included | \$0 | \$0 |
| Report Builder | Included | \$0 | \$0 |
| Data Migration- MS Excel | Included | \$0 | \$0 |
| Simpleview CRM Mobile Interface | Included | \$0 | \$0 |
| Member/Partner Management Module | Included | \$0 | \$0 |
| Member/Partner Extranet | Included | \$0 | \$0 |
| Meeting/Convention Sales Module | Included | \$0 | \$0 |
| Convention Services & Referrals Components | Included | \$0 | \$0 |
| Group Tour/Travel Trade Module | Included | \$0 | \$0 |
| Consumer/Visitor Services Module | Included | \$0 | \$0 |
| Inkind/Expense tracking Components | Included | \$0 | \$0 |
| DMO Hosted Events Management Module (Member events, annual meetings, seminars, etc.) | Included | \$0 | \$0 |
| FAM Trips/ Site Inspections Management Module | Included | \$0 | \$0 |
| Co-op Marketing and Advertising Module | Included | \$0 | \$0 |
| Form Builder | Included | \$0 | \$0 |
| Onsite Training - 2 Days, Travel Expenses the Responsibility of Client | Included | \$4,000 | \$0 |
| MeetingBroker Integration | Optional | \$0 | \$0 |
| MINT Integration | Optional | \$0 | \$0 |
| Project management and Client Portal Access Codes (Ticketing System, Knowledgebase, Webinars, Users Forum) | Included | \$0 | \$0 |
| Simpleview CRM Forms API (optional integration of website forms with 3rd party website-brochure request forms, etc.) | Optional | \$3,000 | \$1,000 |
| Subtotal: | | \$19,200 | |
| Confidential Discount | | -\$6,000 | |
| Adjusted Set-up Costs | | \$13,200 | |
| Recurring Annual Costs: | | | \$9,400 |

*As part of this agreement, Customer is allotted 180 support hours, which can be used at any time over a three-year term, at which point the hours will expire. Any overages during the contract term will be billed at \$125/hour, or customer can purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level.

Travel expenses related to the onsite training, as agreed to between the Parties, are the responsibility of Client.

EXHIBIT B
ADDITIONAL SERVICES

No Additional CRM Services Contracted as of May 15, 2015

EXHIBIT C
FEE SCHEDULE

| PAYMENT SCHEDULE | |
|--|--------------|
| Portion of Implementation Fees Due as a Project Deposit Upon Contract Execution | \$6,600 |
| Portion of Implementation Fees and First Year Annual Licensing Fees Due Upon Launch of Live Application | \$16,000 |
| Annual Licensing Fees Due Upon Subsequent Anniversaries of the Launch of the Live Application during the Term of the Agreement | \$9,400/year |

EXHIBIT D

TIMELINE

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Receive and consider a wrap up report of the 18th Annual Red, Hot & Blue Festival & Fireworks Extravaganza;

BACKGROUND:

FESTIVAL:

With tens and thousands of people throughout The Woodlands Waterway, Hughes Landing, Town Green Park, and the Town Center area, The Red, Hot & Blue festival is seeing a continued record breaking attendance throughout the years. Festivities kicked off at 6 p.m. on two stages at Town Green Park - both were interactive and produced positive messages saluting America's birthday.

The BBVA #LiveBright Main Stage was emceed by Sunny 99.1's Dana Tyson and KHOU's Lauren Talarico and hosted performances by Troy Hess and The Texas Heartbreakers, as well as Brian Loftin and The Texas Reflections. The America's ER Front Stage was emceed by Rick Lovett and hosted performances by The Blue Grooves and The Joey Green Band.

Kids were able to compete in HEB's hot dog eating contests with winners receiving trophies. Additionally, the children enjoyed inflatables, strolling performers and face painters throughout the festival.

There were a total of 40 interactive vendors, of which, were 5 activating sponsors.

FIREWORKS:

There were two launch locations for The 18th Annual Red, Hot & Blue Fireworks Extravaganza presented by BBVA Compass. A smaller special effects show was launched from Town Green Park, and The Woodlands' Largest Fireworks Display was launched south of Lake Front Circle across from Hughes Landing. Due to recent development of new office towers throughout Town Center, TWCVB chose the best locations for both residents and visitors.

Both displays were launched simultaneously for 20 minutes, while simulcast live on Sunny 99.1 FM, and were fired by one of the country's leading fireworks companies, Pyro Shows.

Test shots were conducted approximately every ten minutes from 8:50 p.m. - 9:20 p.m. in order to ensure individuals had the best view for the 20-minute show.

TWCVB coordinated a small test show with Pyro Shows on Monday, June 22nd, 2015. TWCVB coordinated spotters with Town Center Rangers, Township Volunteers and TWCVB staff at various locations. To ensure no confusion from previous years' viewing spots-- TWCVB placed ample signage at each mall entrance explaining better fireworks viewing spots based on the results from the test show.

A letter to the residents was mailed out June 15th, 2015 notifying residents of the road closure and the fireworks display including safety precautions to be taken. The letter was distributed to the property owners of East Shore, Windward Cove, Harold Oaks, and Riva Row. The letter was also sent to the apartment managers of the apartment along The Woodlands Waterway and One Lakes Edge.

SPONSOR EVENT:

Due to the changes in fireworks launch locations, it was necessary to move the Sponsor Event location from Landry's and the South Plaza of The Cynthia Woods Mitchell Pavilion to south of The Riva Row Boat House. Event invitations were sent to sponsors and TWCVB guests via an electronic invitation.

On July 3, 2015 at end of business day, the RSVP count for the Sponsor Event was 350 attendees including children. The event hosted attendees including sponsors, their guests, media, public officials, and TWCVB guests. Funding for the Sponsor Event is paid for by private sponsorships and not from hotel occupancy tax paid by visitors or property taxes paid by residents.

Fireworks viewing were visible at this location with some vantage points able to see both fireworks launch locations.

SPONSORSHIPS:

The Business Development Specialist raised a total \$94,000 in sponsorships which is 90% of the original sponsorship goal of \$105,000.

Title sponsors included: BBVA Compass, First American Financial Corporation and America's ER.

Supporting sponsors included: Coca Cola, Silver Eagle, City of Shenandoah, The Woodlands Development Company, H-E-B, Olive Garden, First Choice Emergency Room, Sweet'n Low, U.S. Congressman Kevin Brady, Waste Management, and CHI St. Luke's – The Woodlands Hospital.

Media trades included: The Houston Chronicle, KHOU 11, and The Villager.

WEATHER:

Leading up to The 18th Annual Red, Hot & Blue Festival and Fireworks Extravaganza the weather forecast expected the following temperature and chance of precipitation for Friday, July 4, 2014:

Wednesday, July 1st: High of 87°F; 0.13 in of rainfall

Thursday, July 2nd: High of 93°F; 0.00 in of rainfall

Friday, July 3rd: High of 93°F; 0.00 in of rainfall

Saturday, July 4th: High of 91°F, 0.00 in of rainfall

Independent Weather Observer, Patrick Blood was on-site throughout the Festival to notify us if any incoming rain or dangerous lighting was in our proximity—no negative reports were taken. The event also had weather coverage up to \$150,000.

FOR THE FUTURE:

TWCVB will strive to provide optimal viewing areas all across The Woodlands for our residents and visitors, and will continue to inform the residents and visitors of The Woodlands of prime viewing locations.

Public safety will continually improve to accommodate the vast quantity of Festival attendees.

RECOMMENDATION

No Board Action Necessary.

Attachments

No file(s) attached.

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Receive, consider and act upon the 2016 Caroling on the Square series;

BACKGROUND:

Each year, TWCVB produces events to attract visitors and residents alike to The Woodlands Town Center to increase economic activity and overall growth. Producing these events during the holiday season boosts sales tax revenue to The Woodlands Township's general fund.

Since 2010, Caroling on the Square has provided a festive backdrop for the restaurants and merchants around Waterway Square including festive live music and appearances by Santa during the holiday season. However, due to the low attendance and data collected from Caroling on the Square, TWCVB staff does not see a significant increase in hotel occupancy tax from the Caroling on the Square series

Please see attached survey results from 2012-2013.

RECOMMENDATION

Cancel the Caroling on the Square event based on collected survey data and low attendance.

Attachments

[2012 Caroling on the Square Survey Results](#)

[2013 Caroling on the Square Survey Results](#)



2012 Caroling on the Square

December 1, 8, 15, 22

Survey Size: **50 surveys**

Zip Codes

| | |
|---|-------|
| Inside The Woodlands | 46.2% |
| Outside of The Woodlands | 53.8% |
| *The Woodlands only includes residents with zip codes 77380, 77381, 77382, 77384, 77386, 77389 | |

How did you hear about this event?

| | |
|-------------------------|-------|
| Print/Newspaper/Flyer | 37.8% |
| Online/Facebook/E-blast | 16.2% |
| Friend/Family | 18.9% |
| Other | 27.0% |

Did this event bring you here?

| | |
|-----|-------|
| Yes | 42.1% |
| No | 57.9% |

Do you plan to *shop* in The Woodlands while here?

| | |
|-----|-------|
| Yes | 85.3% |
| No | 14.7% |

Do you plan to *dine* in The Woodlands while here?

| | |
|-----|-------|
| Yes | 93.5% |
| No | 6.5% |

Are you *staying the night* in a hotel in The Woodlands?

| | |
|-----|-------|
| Yes | 3.1% |
| No | 96.9% |

How much do you plan on spending while at this event?

| | |
|-----------|-------|
| <\$25 | 20.0% |
| \$25-\$50 | 31.4% |
| \$50-\$75 | 17.1% |
| >\$75 | 31.4% |

Have you been to Waterway Square before?

| | |
|-----|-------|
| Yes | 91.7% |
| No | 8.3% |

What type of events would you like to see at Waterway Square?

- Family concerts
- Live bands
- Children's activities
- Art Festivals
- Movies



2013 Caroling on the Square

December 7, 14, 21

Survey Size: **30**

Zip Codes

| | |
|---|-----|
| Inside The Woodlands | 50% |
| Outside of The Woodlands | 50% |
| *The Woodlands only includes residents with zip codes 77380, 77381, 77382, 77384, 77386, 77389 | |

How did you hear about this event?

| | |
|-------------------------|-------|
| Print/Newspaper/Flyer | 30.0% |
| Online/Facebook/E-blast | 20.0% |
| Friend/Family | 20.0% |
| Other | 30.0% |

Did this event bring you here?

| | |
|-----|-------|
| Yes | 33.3% |
| No | 66.7% |

Do you plan to *shop* in The Woodlands while here?

| | |
|-----|-------|
| Yes | 73.3% |
| No | 26.7% |

Do you plan to *dine* in The Woodlands while here?

| | |
|-----|-------|
| Yes | 43.3% |
| No | 56.7% |

Are you *staying the night* in a hotel in The Woodlands?

| | |
|-----|------|
| Yes | 0.0% |
| No | 100% |

How much do you plan on spending while at this event?

| | |
|-----------|-------|
| <\$25 | 13.3% |
| \$25-\$50 | 43.3% |
| \$50-\$75 | 16.7% |
| >\$75 | 26.7% |

Have you been to Waterway Square before?

| | |
|-----|-------|
| Yes | 83.3% |
| No | 16.7% |

What type of events would you like to see at Waterway Square?

- Family concerts
- Live bands
- Children's activities
- Art Festivals
- Movies

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Receive, consider and act upon organizational structure of The Woodlands CVB for 2016;

BACKGROUND:

Beginning in 2015, with the shift from sales tax to hotel occupancy tax funding, TWCVB Board Chairman Gordy Bunch requested staff to develop an events analysis report of current CVB produced and supported events to determine their impact regarding hotel room nights and visitor impact.

Each year, The Woodlands CVB staff takes suggestions regarding the budget from the CVB Board and the CVB Marketing Committee to the Township Board of Directors for approval. The 2016 Budget process for The Woodlands Township begins in May, has public discussion in July and will continue through August before being approved. Due to the fact that The Woodlands CVB is now completely funded by hotel occupancy tax dollars, staff recommends changes to the budget for 2016 in order to increase focus on selling hotel rooms and creating awareness of The Woodlands as a destination for meetings and conferences.

Over the past several months, CVB staff has been listening to thoughts from various Board members that the CVB should operate in a similar fashion to a more traditional CVB. The CVB Chairman asked CVB staff to explore new areas in the Budget or enhance existing areas to accomplish the goal of increasing the focus on selling hotel rooms and creating awareness of The Woodlands as a destination for meetings and conferences. If the new CVB budget (attached) is approved by The Woodlands Township Board of Directors, it will be necessary to restructure the mission, vision and organization of the CVB. The below information is to begin the discussion of what this reorganization would look like.

OBJECTIVES:

The primary role of a CVB is to promote and market the destination as a premier leisure visitor and convention/meeting destination for the purpose of positively affecting the City's economy. The CVB does this through marketing, sales and services. Attached you will find a functional organizational chart reflective of the proposed changes.

With the restructure, The Woodlands CVB would be able to dramatically enhance the following primary objectives:

CVB - Primary Objective 1: Marketing

Elements of the marketing and communications program should impact the various stages of the travel planning cycle:

- Dreaming: inspiration
- Planning: give the tools needed
- Booking: sell and convert
- Experiencing: on-site tools during travel
- Sharing: encouragement to tell people about it

This is done by setting marketing goals and objectives that position the brand through multiple and innovative media channels, reaching national and international audiences and driving positive and substantial coverage through various comprehensive media channels. These channels include print, broadcast, online and social media. Targets include both national and international audiences.

Specific marketing efforts can include:

- Brand & Creative Campaign
- Development of Key Messages
- Paid Media Plan
- Production of Campaign – TV, Video, Photos, Print, Online
- Website & Digital Strategy
- Creation of Tools/Resources: Maps, Events Calendars, Itineraries, Packages, Collateral
- Mobile & Social Efforts
- Cooperative Marketing
- Familiarization Trips
- Press Kit Development
- Story Development & Earned Media

CVB – Primary Objective 2: Sales

CVB Sales teams work closely with hotel partners, convention and meeting facilities and local venues and attractions to bring conventions, groups and meetings to the destination. This is done by working with clients to provide sales leads for hotels, ensuring the destination maintains a high level of visibility and recognition within the industry, conducting customer site visitations and effectively packaging various venues to most effectively accommodate meeting needs.

The CVB Sales teams also execute direct-to-consumer and industry specific trade shows, lead sales missions and develop affinity programs with sports or event related organizations in target markets.

The CVB is the go-to resource for a comprehensive view of the destination, local expertise and extensive in-market relationships and therefore an educator and facilitator for the potential visitors/meeting planner as well as the industry partner. The value of this is to help both clients and industry partners save time, provide information and knowledge, connect businesses and protect specific interests and the outcome of the event.

CVB - Primary Objective 3: Services

The CVB can offer many complimentary services and support activities to assist partners to produce successful meetings and events. It also provides resources to build attendance and through that effort encourages new and repeat business opportunities for the destination.

Specific service offers can include:

- Destination Expertise
- RFP Distribution
- Arrange Site Inspections
- Event and Off Site Selection Support
- Political/Community Liaison
- Attendance Promotion
- Online Reservation Coordination
- Marketing Materials including photos, area information, maps, brochures, etc.
- Transportation Coordination
- Itinerary Ideas
- Name Badges
- Welcome Bags

CVB – Primary Objective 4: Local Efforts

Perhaps the most important role of the CVB within its community is to serve as a focal point and an umbrella organization for the diverse range of organizations and individuals involved in the travel industry. In this role, the CVB not only becomes the collective marketing vehicle, but also is an advocate for the local travel industry, as well as a one-stop shop for visitors.

CVB services to its industry partners can include newsletters, educational programs, marketing materials and generation of leads.

As an advocate for the travel industry with respect to its partners, citizens and elected officials, the CVB provides information and raises the awareness of travel, economic impact and current industry issues.

MEASUREMENT & ACCOUNTABILITY:

CVBs have various methods to evaluate the effectiveness of efforts and are grounded in specific sales and marketing goals and objectives. Typically success is measured through sales, marketing and services performance, stakeholder engagement and brand effectiveness.

Measurement reports include hotel occupancy tax levels, booking pace, leads report, convention/meeting/event room nights booked, convention/meeting/event delegates, online engagement, media/editorial value, visitor information center traffic and overall economic impact.

Specific marketing programs would also have its own accountability reports including brand awareness, direct response, engagement, cost per inquiry, impressions, added value, analytics, tool development and partnerships.

PERSONNEL:

With the increased efforts in marketing and sales it would be necessary to restructure the job roles within the CVB to accommodate. Please see attached organizational chart and job descriptions reflective of industry research (attached).

RECOMMENDATION

Approve 2016 organizational structure in the event that current CVB produced events move to The Woodlands Township Parks and Recreation department.

Attachments

2016 Budget Cost Scenario

2016 Functional Organizational Chart

2016 Personnel Organizational Chart

2016 TWCVB Budget Cost Scenario

| Budget Line Item | 2015 Budget | 2016 Budget Discussion | Dollar Difference | Percent Difference | Explanation |
|---------------------------------|--------------------|-------------------------------|--------------------------|---------------------------|---|
| Meetings | \$ 5,000.00 | \$ 6,500.00 | \$ 1,500.00 | 30% increase | Added for Swagit technology to record CVB Board Meetings. |
| Training and Conferences | \$ 15,000.00 | \$ 65,000.00 | \$ 50,000.00 | 30% increase | Larger budget for Group Sales travel to promote The Woodlands for meetings & conferences. Also included here is vendor booth promotional spaces at expos. |
| Office Space | \$ 29,250.00 | \$ 29,250.00 | \$ - | NO CHANGE | |
| Equipment | \$ 4,000.00 | \$ 4,000.00 | \$ - | NO CHANGE | |
| Cell Phones | \$ 4,000.00 | \$ 7,600.00 | \$ 3,600.00 | 90% increase | |
| CVB Staff | \$ 543,885.00 | \$ 543,885.00 | \$ - | NO CHANGE | |
| Consulting | \$ 5,000.00 | \$ - | \$ (5,000.00) | 100% decrease | Consolidating budget line item with Contract Labor. |
| Legal | \$ 36,000.00 | \$ 36,000.00 | \$ - | NO CHANGE | |
| Contract Labor | \$ 15,000.00 | \$ 15,000.00 | \$ - | NO CHANGE | |
| Other Contracted Services | \$ 8,000.00 | \$ - | \$ (8,000.00) | 100% decrease | Consolidating budget line item with Contract Labor. |
| Supplies | \$ 10,000.00 | \$ 6,500.00 | \$ (3,500.00) | 40% decrease | Budget dollars not used in previous years. |
| Postage and Delivery | \$ 20,000.00 | \$ 15,000.00 | \$ (5,000.00) | 25% decrease | Historically not utilized. |
| Membership Dues & Subscriptions | \$ 12,000.00 | \$ 12,000.00 | \$ - | NO CHANGE | |
| Printing | \$ 25,000.00 | \$ 18,000.00 | \$ (7,000.00) | 28% decrease | |
| Mileage Reimbursement | \$ 4,000.00 | \$ 4,000.00 | \$ - | NO CHANGE | Employee mileage around The Woodlands |
| Other Administration | \$ 5,000.00 | \$ - | \$ (5,000.00) | 100% decrease | Storage unit will not be utilized. |
| Destination Marketing - Media | \$ 357,787.00 | \$ 620,000.00 | \$ 262,213.00 | 73% increase | See attached documentation from The Atkins Group + moving into the Dallas Market |
| Destination Marketing - PR | \$ 36,000.00 | \$ 50,000.00 | \$ 14,000.00 | 40% increase | Increased budget dollars will be used for FAM trips & Site Tours |
| Social Media | \$ 20,000.00 | \$ - | \$ (20,000.00) | 100% decrease | Will no longer contract out social media postings. |

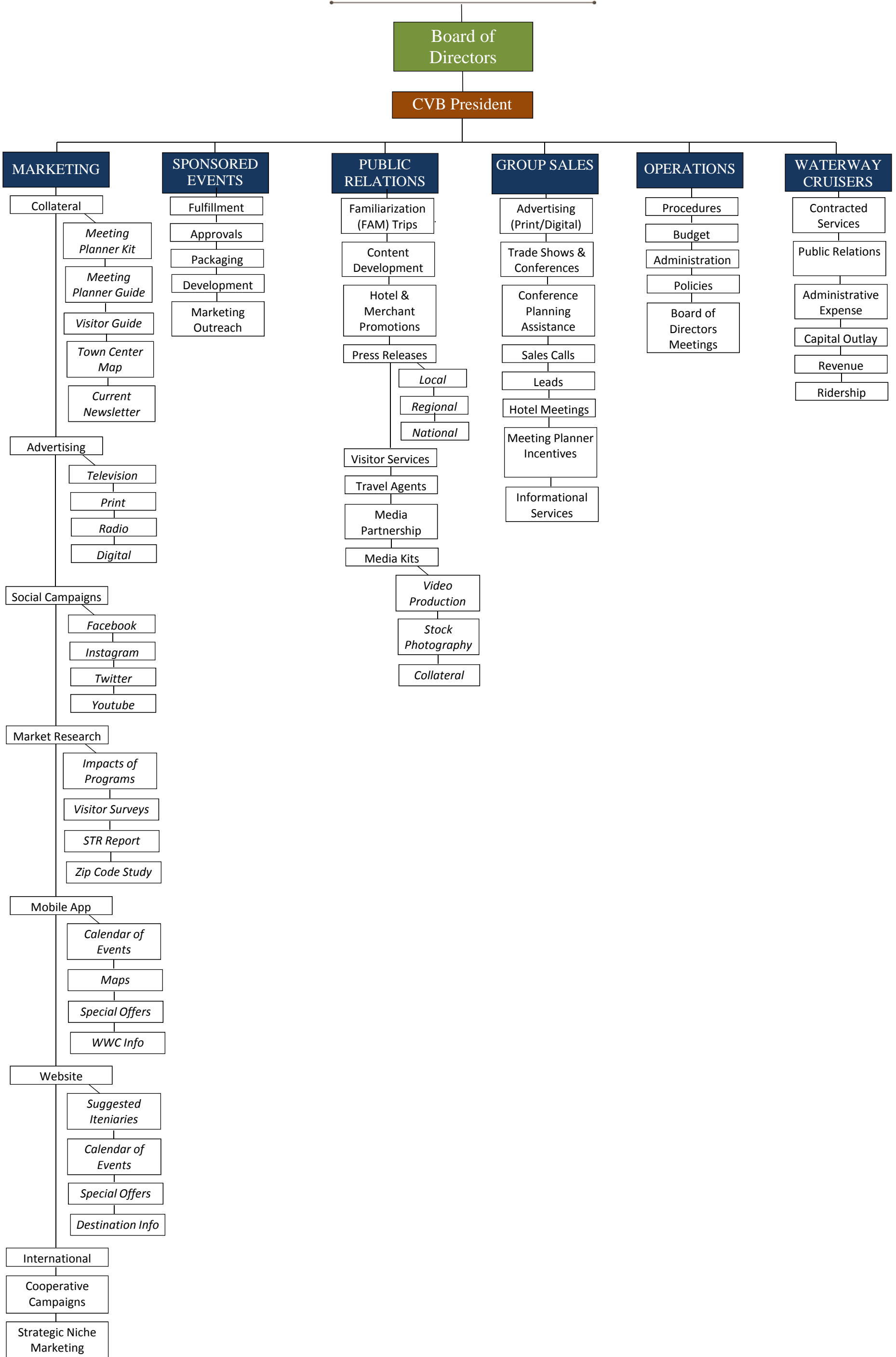
| | | | | | |
|--|---------------|---------------|---------------|---------------|---|
| Destination Marketing - Production | \$ 85,000.00 | \$ 140,000.00 | \$ 55,000.00 | 64% increase | Increased ad buys will increase production cost as well as updating advertising stock photography. Includes Group Sales Production as well. |
| Destination Marketing - Account Services | \$ - | \$ 60,000.00 | \$ 60,000.00 | 100% increase | New budget line item for account services with the Ad Agency of Record includes account management, travel and other admin related expenses. |
| Visitor Services | \$ 65,500.00 | \$ 65,500.00 | \$ - | NO CHANGE | Partnership with The Woodlands Chamber |
| International Marketing | \$ 20,000.00 | \$ 20,000.00 | \$ - | NO CHANGE | |
| Co-op Marketing | \$ 25,000.00 | \$ 25,000.00 | \$ - | NO CHANGE | 1:1 match with partners |
| Group Sales - Advertising | \$ 70,000.00 | \$ 180,000.00 | \$ 110,000.00 | 157% increase | This line item will now only be used for media placement and buys. The increase is reflective of the need to promote the awareness of The Woodlands as a place to meet and hold a conference. |
| Group Sales - Incentives | \$ - | \$ 75,000.00 | \$ 75,000.00 | 100% increase | New line item for the implementation of incentives to entice groups and meeting planners to book The Woodlands for their needs. |
| Website/Technology | \$ 34,000.00 | \$ 100,000.00 | \$ 66,000.00 | 194% increase | Increased for production of new website initiatives, mobile app development and purchase of other software and technology needs throughout the year. |
| Video Production | \$ 26,000.00 | \$ 26,000.00 | \$ - | NO CHANGE | |
| Business Development | \$ 6,000.00 | \$ - | \$ (6,000.00) | 100% decrease | Savings if events transfer to Township. Historically not utilized. |
| Promotional Supplies | \$ 25,000.00 | \$ 40,000.00 | \$ 15,000.00 | 60% increase | Due to the new logo, staff needs to "restock" the promotional supplies. Also increasing amount of inventory as we branch out into new markets. |
| Other Advertising | \$ 20,000.00 | \$ 20,000.00 | \$ - | NO CHANGE | Last minute media buys at heavy discounts. |
| The Woodlands Guide | \$ 110,000.00 | \$ 110,000.00 | \$ - | NO CHANGE | |
| Current Newsletter | \$ 60,000.00 | \$ 60,000.00 | \$ - | NO CHANGE | |

| | | | | | |
|---------------------------------|------------------------|------------------------|------------------------|---------------|---|
| The Woodlands Film Commission | \$ 10,000.00 | \$ 10,000.00 | \$ - | NO CHANGE | |
| Market Research | \$ 10,000.00 | \$ 20,000.00 | \$ 10,000.00 | 100% increase | Increased budget for zip code study for expanding into other markets. |
| Computer Support | \$ - | \$ 15,000.00 | \$ 15,000.00 | 100% increase | Annual software maintenance for electronic survey and Simpleview CRM; domain registration |
| Niche Market Outreach | \$ - | \$ 40,000.00 | \$ 40,000.00 | 100% increase | |
| Events | | | | | |
| Total Production | \$ 1,030,750.00 | \$ - | \$ (1,030,750.00) | 100% decrease | All production of events moves to Township |
| Event Advertising | \$ 156,500.00 | \$ 156,500.00 | \$ - | 100% decrease | |
| Other Festivals and Events | \$ 20,000.00 | \$ 40,000.00 | \$ 20,000.00 | 100% increase | Increased to allow for Group Sales Sponsorship efforts. |
| Ironman Texas | \$ 30,000.00 | \$ 30,000.00 | \$ - | NO CHANGE | |
| Taste of the Town | \$ 11,000.00 | \$ 11,000.00 | \$ - | NO CHANGE | |
| Waterway Arts Festival | \$ 20,000.00 | \$ 20,000.00 | \$ - | NO CHANGE | |
| Wine and Food Week | \$ 10,000.00 | \$ 10,000.00 | \$ - | NO CHANGE | |
| Arbor Day | \$ 8,000.00 | \$ - | \$ (8,000.00) | 100% decrease | Sponsorship moved to Township |
| Run Thru the Woods | \$ 12,000.00 | \$ - | \$ (12,000.00) | 100% decrease | Sponsorship moved to Township |
| South County 4th of July Parade | \$ 20,000.00 | \$ - | \$ (20,000.00) | 100% decrease | Sponsorship moved to Township |
| Wild Flower Festival | \$ 12,000.00 | \$ - | \$ (12,000.00) | 100% decrease | Sponsorship moved to Township |
| Total Public Safety | \$ 95,500.00 | \$ - | \$ (95,500.00) | 100% decrease | All Public Safety for events moves to Township |
| | \$ 3,147,172.00 | \$ 2,706,735.00 | \$ (440,437.00) | | |

NEW INITIATIVES: \$ 742,813.00

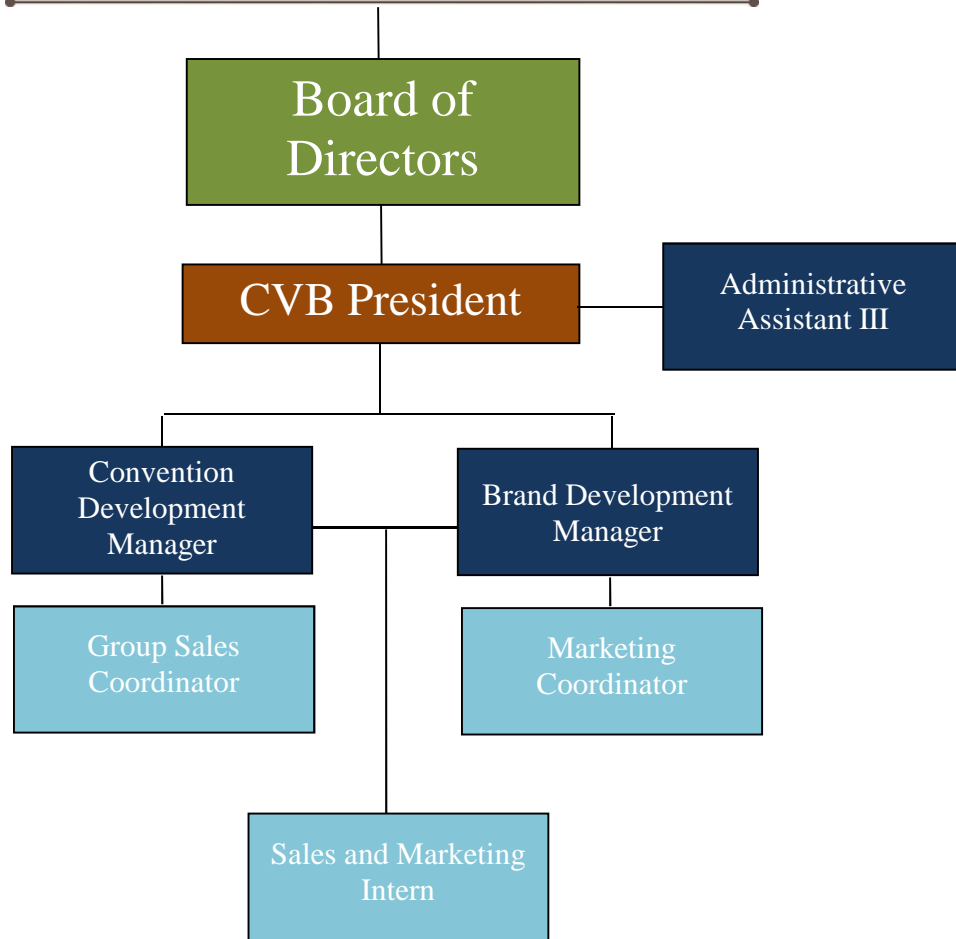
THE WOODLANDS

CONVENTION & VISITORS BUREAU



THE WOODLANDS

CONVENTION & VISITORS BUREAU



THE WOODLANDS

CONVENTION & VISITORS BUREAU

Convention Development Manager

Make sales calls on a regular basis in the Greater Houston and Texas market.

Coordinate participation of TWCVB in hospitality industry organizations and/or trade shows.

Develop an effective procedure to generate qualified convention leads. Monitor and measure the results of all convention sales activity on a weekly, monthly and yearly basis.

Maintain a relationship and working knowledge with local hotel properties, attractions, restaurants, meeting venues, entertainers and other support groups or facilities.

Develop and manage the development of creative presentations and promotions for convention bids that will result in a high closing rate.

Make monthly sales calls on local prospects, including major corporations, to make them aware of The Woodlands convention facilities and tourist attractions and to encourage the community to bring their convention to The Woodlands.

Coordinate and provide services to organizations and groups that host events and meetings in The Woodlands.

Originate and organize convention awareness familiarization tour to The Woodlands for meeting planners and other convention prospects.

Oversee and input convention histories to TxMET system (Software of the Texas Association of Convention & Visitors Bureau) and MINT database.

Perform other duties as may be needed to accomplish tasks and/or events pertinent to the goals and objectives of TWCVB.

Develop and manage an incentive program for meeting planners to book business in The Woodlands.

Manage the Group Sales budget.

Work closely with the ad agency of record to develop Group Sales advertising promotions and meeting planner collateral.

Receive and study STR report.

Organize local hotel promotions with the CVB.

Manage material on CVB meeting planner webpage.

Attend tradeshows and sales conferences to promote The Woodlands as a destination for meetings and conferences.

Manage and distribute conference leads to the local hotel properties and follow up with hotels to assist in proposal/bid process.

Organize bi-monthly hotel meetings with GMs and sales managers.

Oversee Group Sales Coordinator.

**Updated 7-8-15*

THE WOODLANDS

CONVENTION & VISITORS BUREAU

Group Sales Coordinator

Assist Convention Development Manager with mailing promotional items and sales collateral.
Responsible for the organization of files regarding group servicing.

Composes and types routine correspondence with hotels and merchants of The Woodlands, including routine updates to the CVB website such as calendar entries, bids and RFPs.

Maintains inventory for promotional supplies for conventions, expos and CVB event giveaways.
Attends a variety of meetings related to departmental and interdepartmental activities and programs.

Support the Convention Development Manager with the implementation of department marketing and advertising plans.

Assist with the planning of hotel meetings and marketing committee meetings that are held on a bi-monthly basis.

Assist the Convention Development Manager with sales calls.

Assist in the development of creative presentations and promotions for convention bids, FAM trips and other media presentation requests.

Assist with the development of itineraries for site visits and FAM trips.

Responsible for coordination of welcome materials for conferences including drafting welcome letters, collateral materials, etc.,

Assist with the coordination of Visitor Services to staff booths at various conferences

Update content on meeting planner website accordingly.

Provide a high level of customer service to department customers and others by answering questions and providing information on procedures through The Woodlands CVB Group Line, Walk-ins, etc.,

Assist with distribution of leads and RFPs to local hotels.

Assist in preparing materials and presentations for Board Meetings.

Maintain relationships with local hotels, restaurants and merchants to stay knowledgeable of businesses and amenities offered in The Woodlands.

**Updated 7-8-15*

THE WOODLANDS

CONVENTION & VISITORS BUREAU

Brand Development Manager

Develop short and long-range marketing programs to promote The Woodlands as a destination.

Develop Agenda for TWCVB Board of Directors Meetings and Marketing Committee Meetings.

Prepare Quarterly Reports to be presented to The Woodlands Township Board of Directors.

Oversee operations, ridership, marketing and public relations for Waterway Cruisers.

Monitor and manage The Woodlands CVB social media sites and emerging technologies.

Develop communications and marketing plans on advertising selection and placement for destination marketing and promotional materials.

Investigate additional sources of funding such as grants, co-op opportunities, and partnerships with merchants.

Establish and maintain working relationships with local hospitality industry, local officials, media, and regional and State tourism associations.

Make presentations to clubs, organizations and other groups on regular basis to explain the purpose of The Woodlands CVB, its Destination Marketing Program and the importance of tourism to the local economy.

Oversee distribution of Guides, Current and other publications to local points within the Township, regional visitor's centers, and state information centers.

Manages content, design and maintenance of The Woodlands CVB website which is updated regularly and find new ways to enhance its effectiveness.

Maintain tracking system to determine economic impact of tourism on The Woodlands Township to gauge return on investment.

Represent The Woodlands CVB at regional and state conferences and travel shows as time and budget allows and work with regional tourism entities.

Oversee marketing plans for The Woodlands CVB events.

Manage social media campaigns on Facebook, Twitter, Instagram and Youtube

Coordinate familiarization tours for tour operators and travel writers.

Develop press release calendar.

Develop budget and monitor expenses throughout the year.

Oversee Marketing Coordinator.

Conduct staff meetings, in-service training/team building sessions for staff.

Proofread TWCVB news releases, publications and correspondence for distribution;

**Updated 7-8-15*

THE WOODLANDS

CONVENTION & VISITORS BUREAU

Marketing Coordinator

Assists the Marketing Specialist with writing press releases and distributing them to the media database.

Create social media strategy, plan and implementation schedule. Set targets and timelines for social media programs and key initiatives. Determine best channels and methods for promotion to social media, utilizing best practices.

Develop and implement marketing plans for The Woodlands Township produced events and events sponsored by The Woodlands CVB.

Maintain database of public relations contacts.

Organizes and maintains department printed promotional material inventory.

Provide a high level of customer service to department customers and others by answering questions and providing information on procedures through The Woodlands CVB Group Line, Walk-ins, etc.,

Perform special projects for management staff, either conducted within the department or interdepartmentally. Conducts research, assesses and evaluates findings, and present findings to Brand Development Manager. Identifies resource needs and develops action plan; set up plans and procedures for achieving objectives.

Routinely makes edits to The Woodlands CVB website.

Prepares invoices to be processed through The Woodlands CVB accounting procedure.

Maintain and update databases of new and existing businesses within The Woodlands for direct marketing projects and inventory control.

Proofread TWCVB news releases, publications and correspondence for distribution;

Organize and manage department photo files;

**Updated 7-8-15*

THE WOODLANDS

CONVENTION & VISITORS BUREAU

Sales & Marketing Intern

Update The Woodlands Merchant database.

Track and fulfill all Visitor Guide and Discovery Guide Request forms from The Woodlands CVB website.

Tabulate survey results for CVB sponsored events.

Tabulate comprehensive reports on The Woodlands Visitor Services program.

Put together welcome and media packets for The Woodlands.

Maintain online and internal event calendar.

Assist in mass mailings.

Design/print/cut internal and external event promotional material for partners.

Gather items for events that include but not limited to events TWCVB is a sponsor.

Email blasts related to upcoming events and promotions.

Assists in preparing welcome bags for groups visiting TheWoodlands.

**Updated 7-8-15*

THE WOODLANDS

CONVENTION & VISITORS BUREAU

Administrative Assistant

| |
|--|
| Maintains President's schedule and calendar. |
| Provide a high level of customer service to department customers and others by answering questions and providing information on procedures through The Woodlands CVB Group Line, Walk-ins, etc., |
| Monitors Texas Press Clippings for articles relating to Tourism in The Woodlands. |
| Organizes and maintains department printed promotional material inventory. |
| Main contact for deliveries to The Woodlands CVB. |
| Route incoming mail and newspapers. Locates and attaches appropriate file or application and routes to appropriate staff. |
| Prepares invoices, requisitions, purchase orders and expense reports to be processed through The Woodlands CVB accounting procedure. |
| Coordinate Address Lists for Current Newsletter Distribution |
| Manage the distribution and fulfillment of Visitor Guides, Town Center Maps and other CVB Marketing Materials to all retail, restaurant and hotel merchants in The Woodlands |
| Maintain record of Waterway Cruiser calls, manage charter spreadsheet and payments. |
| Assist TWCVB President in preparation of meetings including notification of attendees, taking minutes and set up; |

**Updated 7-8-15*

CVB Regular Board Meeting

Meeting Date: 07/15/2015

Information

SUBJECT MATTER:

Receive, consider and act upon additions to The Woodlands CVB Marketing Committee;

BACKGROUND:

The CVB Marketing Committee was established in 2007. The committee addresses opportunities and develops strategies for The Woodlands Convention & Visitors Bureau's destination marketing programs including Cooperative Marketing campaigns, destination marketing, creation of new events and/or expansion of current events, group sales, Waterway Cruisers, sponsorship of events, Travel and Tourism week and other items as they arise.

With the addition of two new hotel properties by 2016, new positions on the Marketing Committee could be added based on Board determination. Additionally, determination of the Hyatt Market Street position should be filled. Below is the current member list.

Current Marketing Committee Members include:

Gordy Bunch, *The Woodlands CVB Board Chairman*

Tory Enriquez, *The Woodlands Resort*

Noemi Cortez, *The Woodlands Mall*

Sheron Jones, *The Woodlands Waterway Marriott*

Lorrie Parise, *The Woodlands Development Company*

Gene Satern, *The Woodlands Mall*

Jenny Taylor, *Market Street*

Shannon Wilson, *The Cynthia Woods Mitchell Pavilion*

Nick Wolda, *The Woodlands CVB President*

**Please note that typically Hyatt Market Street is represented on the committee, however the sales and marketing position is currently vacant.*

RECOMMENDATION

To be determined by Board of Directors.

Attachments

No file(s) attached.
