



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: October 31, 2016	Department: Finance
Meeting Date: November 1, 2016	Department Head: Chris Meats
	Presenter: Chris Meats

Subject:

Review and approval of a contract with Lamar signs for a billboard wrap

Background/Alternatives:

The Green River Chamber has a contract to lease a billboard on the west end of town. The current wrap is 5 years old and the Chamber would like to replace it. The Chamber tourism committee discussed the current promotional items for the City and is recommending a wrap promoting mountain biking trails.

The Chamber has asked the City to pay for half of the new wrap.

Attachments:

Chamber request letter, Picture of wrap and contract with Lamar

Fiscal Impact:

\$800 out of the Mayor's special projects

Staff Impact:

N/A

Legal Review:

The agreement has been sent to Legal Counsel

Suggested Motion:

I move to enter into an agreement with Lamar to create and install a billboard wrap, in the amount of \$800, pending approval by legal counsel.



October 13, 2016

Mayor Rust,

The Green River Chamber currently has a contract to lease a billboard that is located on the west end of Green River. You can see the billboard as you are driving east on I-80 right before exit 89. Currently the billboard is wrapped and says "come see our wild horses". The wrap is over 5 years old and is falling off. The Chamber wants to replace the wrap to help increase tourism to Green River. The tourism committee discussed the best asset to promote and it was decided to promote our expansive mountain biking trails. I have included the concept for the billboard. The cost to wrap the billboard is \$1600. The Chamber will pay \$500 and the Mountain Biking Association will pay \$300. We are asking for help from the city to match those funds at \$800. This wrap will last many years and is well worth the small investment for the expected impact it will have on tourism in Green River. Please let me know if this is something the City would be able to help fund and the next step we should take to secure that funding.

We value the partnership that we have with the City and we appreciate your consideration of this project.

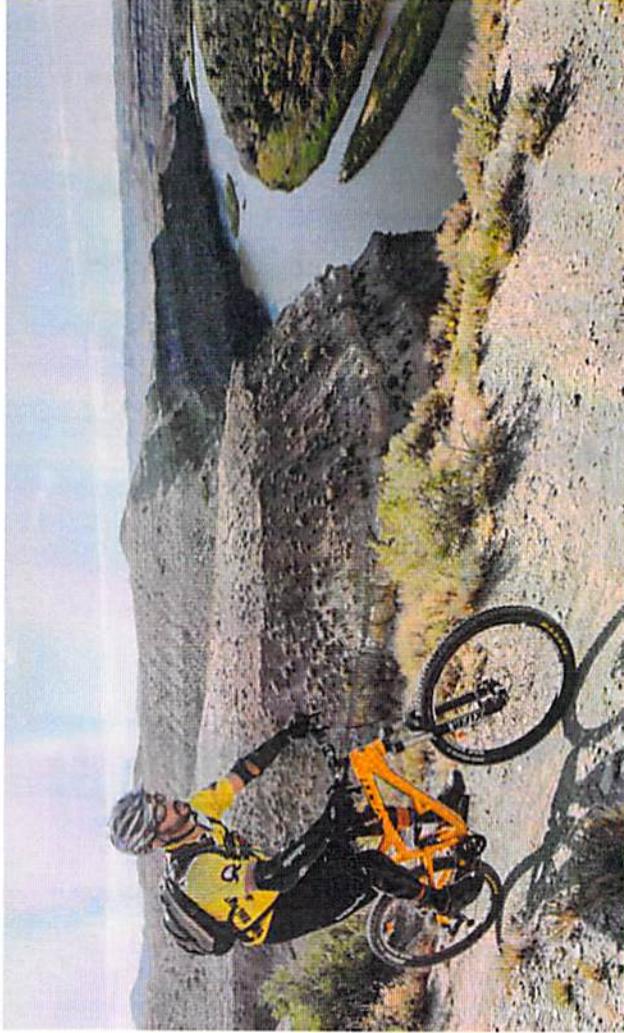
Sincerely,

A handwritten signature in black ink that reads "Rebecca Eusek".

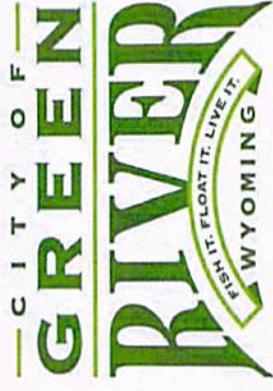
Rebecca Eusek
CEO
Green River Chamber

Your Business & Community Advocate

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1155 W. Flaming Gorge Way • Green River • Wyoming 82935
www.grchamber.com • Rebecca@grchamber.com



Exit Now - Trail Map at Visitor Center



#1

Singletrack Trails in Wyoming.

- Singletracks.com 2016



Phone: 307-262-0321
 Fax: 307-266-5519

CONTRACT # 2687798

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	307310-1
Name	CITY OF GREEN RIVER - RECREATION
Address	50 EAST 2ND NORTH
City/State/Zip	GREEN RIVER, WY 82935
Contact	BETHANY TIMMES
Email Address	
Phone #	(307) 872-0580
Fax #	(307) 872-0150
P.O./ Reference #	
Advertiser/Product	CITY OF GREEN RIVER/RECREATION DEPT
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Vinyl	238 Casper, WY	Partial billing for \$1660 TOTAL. Balance being billed to Green River C of C. Includes Production and Installation of one (1) Vinyl (12x32).	Design:SINGLETRACK TRAILS	11/21/16	1	\$800.00	\$800.00
Total Production/Other Services Costs:							\$800.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	<u>CITY OF GREEN RIVER - RECREATION</u>
Signature:	<u>(signature above)</u>
Name:	<u>(print name above)</u>
Date:	<u>(date above)</u>

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Joseph Lustik	GENERAL MANAGER	DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

INITIALS





CONTRACT # 2687798

Phone: 307-262-0321
Fax: 307-266-5519

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

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