

**NOTICE OF CONVENTION AND VISITOR ADVISORY BOARD SPECIAL MEETING
CITY OF SOUTH PADRE ISLAND**

WEDNESDAY, APRIL 7, 2021
9:00 AM AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to Order
2. Pledge of Allegiance
3. Public Comments and Announcements

This is an opportunity for citizens to speak to the Board relating to agenda or non-agenda items. Speakers are required to address the Board at the podium and give their name before addressing their concerns. [Note: State law will not permit the Board to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future Convention and Visitors Bureau meeting]

4. Approve Consent Agenda
5. Regular Agenda

- 5.1. Discussion and possible action to approve the marketing buy for the Leal Media 2021 Lifestyle Campaign. (Caum)
- 5.2. Discussion and possible action to approve the marketing buy renewal for Adsposeure bus wraps in San Antonio, TX for FY 2021. (Caum)
- 5.3. Discussion and possible action to approve the marketing buy for Lamar Digital Billboards in Oklahoma City for FY 2021. (Caum)
- 5.4. Discussion and possible action to approve the marketing buy for Lamar Digital Billboards in McAllen, TX and Austin, TX for FY 2021. (Caum)

6. Adjourn

One or more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

DATED THIS DAY APRIL 1, 2021

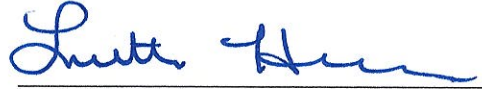


Linette Hernandez, CVB Management Assistant

Agenda: APRIL 7, 2021



I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE CONVENTION AND VISITORS ADVISORY BOARD OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON THURSDAY, APRIL 1, 2021 AT/OR BEFORE 5:00 PM AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



Linette Hernandez, CVB Management Assistant

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT PUBLIC WORKS DIRECTOR, CARLOS SANCHEZ AT (956)761-8103.



**CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY BOARD
AGENDA REQUEST FORM**

MEETING DATE: April 7, 2021

NAME & TITLE: Ed Caum, CVB Director

DEPARTMENT: Convention and Visitors Bureau

ITEM

Discussion and possible action to approve the marketing buy for the Leal Media 2021 Lifestyle Campaign. (Caum)

ITEM BACKGROUND

N/A

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal: No

Approved by Legal: No

RECOMMENDATIONS/COMMENTS:



Ed Caum <ed@sopadre.com>

SPI Campaign - Budget

1 message

Enrique Leal <el@leal.media>

Mon, Mar 29, 2021 at 3:23 PM

To: Ed Caum <ed@sopadre.com>, Teresa Rodriguez <teresa@sopadre.com>

Hi Ed and Teresa:

I've come up with a preliminary budget (attached). Let me know if you want to hop on a call to discuss.

BUDGET: \$98,603

NOTES:

- budget is based on quite a bit of crew and days. There are a lot of moving parts to this project, the budget will reflect that. I think if the budget is not what you're looking for, there's another way to film it with less crew, but it'll take longer and maybe quality might suffer a little bit. But I think it's pretty solid considering these are talent buyouts and you can probably use this footage for the next 3 years.

- I have created various family units that I think cover the demos we spoke about. Below you'll see a rough schedule of how I envision filming this project. I'm basing the project on 7 Days of filming in late April and first week of May.

- There are some challenges to think about - I want to film with most families for no more than 1 day, although some family units will have to come back for a second day. This is due to filming during the week, availability of talent, etc. The other big consideration is Covid. We need to minimize the amount of talent that will be standing by/waiting to be filmed for any given scene.

- After reviewing the shooting logistics, I don't think we need each demo duplicated at each activity. There are "key" activities that will have various demos doing the same thing.

- I came up with some "rules" for each family group: Each family should do 1 beach activity, 2 sightseeing/adventure activities, and 1 food activity. I've divided the families to those with younger kids (5-11 yr olds) - they can do the simpler activities. And families with pre-teens and teens - they can do the more adventurous activities.

- I did insert other shots that I didn't see on the list: hotel stay (hotel pool, lobby, bar, massage), water park, etc. There's also dolphin watching, bay fishing on boat, golfing, dinner on a boat, etc. (I know locations and activities will be solidified as we continue with the process)

ROUGH SCHEDULE BY FAMILY UNIT:

DAY 1: Full Crew

DAY 2: Full Crew

DAY 3: Full Crew

DAY 4: Small Crew

DAY 5: Small Crew

Day 6: Small Crew

Day 7: Small Crew

HISPANIC FAMILY 1 (younger kids):

1. Beach outing

2. Isla Blanca Park picnic

3. Waterpark

4. 3 Flags Over Padre - Food Trucks

HISPANIC FAMILY 2 (with pre-teens/teens):

1. Fishing on the Jetties
2. Shopping
3. Golf Cart riding
4. Gravity Park

ANGLO FAMILY 1 (younger kids):

1. Beach outing
2. Sandcastle Building
3. Hotel Stay
4. Dinner at D'Pizza Joint

ANGLO FAMILY 2 (with pre-teens/teens):

1. Surf Lessons
2. Birding and Nature Center
3. Zip Line
4. Dinner at Painted Marlin

BLACK FAMILY:

1. Beach outing
2. Isla Blanca Park other activity
3. Horseback Riding
4. Dinner at Painted Marlin

MIXED FAMILY (younger kids):

1. Sandcastle Building
2. Hotel Stay
3. Sea Turtle Inc
4. Dinner at D'Pizza Joint

GAY COUPLE 1 (two men):

1. Beach Outing
2. Jet Skis
3. Hotel Stay
4. Dinner ???

GAY COUPLE 2 (two women):

1. Beach Volleyball
2. Kayaking/Paddle Boarding
3. Parasailing
4. Lunch beachside

Enrique Leal
Director - Leal Media
 2511 Buddy Owens Blvd. Ste. H
 McAllen, TX 78504
 Cell: 956.346.4199
 Website: leal.media



SPI_Lifestyles2021_v2.pdf
 3974K

FILM PRODUCTION COSTS SUMMARY

FIXED BID

LEAL MEDIA LLC		Bid#	
2511 Buddy Owens Ave. Suite H, McAllen, TX 78504		South Padre Island - 2021 Lifestyle Campaign	
956.346.4199			
Production Contact:	Enrique Leal	Client/Product:	
Director:	Enrique Leal	Producer:	Tel:
Dir of Photography:	Edwin Mendoza	Art Dir:	Tel:
Producer:		Writer:	Tel:
Editor:		Bus. Mgr:	Tel:
No. Pre-pro days:		Commercial Titles/Code/Length:	
No. pre-light days:			
No. build-strike days:			
No. studio shoot days:			
No. location days:	7		
Location sites:	SPI TBD		

		• Estimated \$	Actual \$
1	Pre-production and wrap costs (Total A & C)	7,825	
2.	Shooting crew labor (Total B)	35,150	
3.	Location and travel expenses (Total D)	5,510	
4.	Props, wardrobe and animals (Total E)	1,000	
5.	Studio & set construction costs (Totals F/G/H)		
6.	Equipment costs (Total I)	12,700	
7.	Film stock develop and print (Total J)		
8.	Miscellaneous (Total K)		
9.	SUB-TOTAL A thru K	62,185	
10.	Director/creative fees (Total L)		
11.	Insurance	622	
12.	SUB-TOTAL Direct Costs	62,807	
13.	Production Fee	15,546	
14.	Talent costs and expenses (Totals M & N)	14,500	
15.	Editorial and finishing (Totals O & P)		
16.			
17.	GRAND TOTAL PROD. (Incl Director's Fee)	92,853	
18.			
19.	Design AICE A		
20.	Creative Fees		
21.	Audio		
22.	Offline		
23.	3D		
24.	2D	5,750	
25.	Labor		
26.	Miscellaneous		
27.	Dubs/Stock		
28.	Crew/Labor		
	Subtotal	5,750	
	DISCOUNT		
	Grand Total Post	5,750	
	Insurance		
	SALES TAX		
	MARKUP		
	Grand Total Production & Post	98,603	
	Con tingency/Weather Day		

Comments:

Based on 12 hour day with a 45 minute lunch.

A CREW - PREPRO AND WRAP					Days	Rate	OThr	Estimated	Days	Rate	OT Amt	Actual
1	Producer/Director	4	500				2,000					
2	Assistant Director											
3	Dir. of Photography	2	800				1,600					
4	Camera Operator											
5	1s Asst Cameraman	0.50	400				200					
6	2nd Asst Cameraman											
7	DIT/VFX											
8	Art Director											
9	Prop Asst											
10	Prop Asst											
11	Electrician - Best Boy											
12	Electrician											
13	Swing											
14												
15	Gaffer											
16	Grip - Key	0.50	400				200					
17	Grip											
18	Grip											
19	Grip											
20	Grip											
21	Boom Man											
22	Recordist											
23	Playback											
24	Make-Up											
25	Make-up Asst											
26	Stylist											
27	Wardrobe Attendant											
28	Script Supervisor											
29	Home Economist											
30	Asst Home-Economist											
31	VTR Man											
32	EFX Man											
33	Scenic											
34	Telepmt Operator											
35	Generator Man											
36	Photographer											
37	Loc Contact/Scout											
38	Food stylist											
39	2nd A.D.											
40	Nurse											
41	Craft Services											
42	Fireman											
43	Policeman											
44	Welfare/Teacher											
45	Production Manager	1	300				300					
46	PA - 1st Class	1	200				200					
47	PA - 2nd Class	1	175				175					
48	PA - 2nd Class											
49	PA - Office											
50	Food stylist											
								Sub-Total				\$4,675
								Total Fringes				
								Total For A				\$4,675

B	SHOOTING CREW LABOR	Days	Rate	OThr	Estimated	Days	Rate	OT Amt	Actual
51	Producer/Director	7	1,200		8,400				
52	Assistant Director								
53	Dir. of Photography	7	800		5,600				
54	Camera Operator								
55	1s Asst Cameraman	7	400		2,800				
56	2nd Asst Cameraman	3	350		1,050				
57	DIT/VFX								
58	Art Director								
59	Prop Asst								
60	Prop Asst								
61	Electrician - Best Boy								
62	Electrician								
63	Swing								
64									
65	Gaffer								
66	Grip - Key	7	400		2,800				
67	Grip	7	400		2,800				
68	Grip	3	400		1,200				
69	Grip								
70	Grip								
71	Boom Man								
72	Recordist								
73	Playback								
74	Make-up	7	350		2,450				
75	Make-up Asst								
76	Stylist								
77	Wardrobe Attendant								
78	Script Supervisor								
79	Home Economist								
80	Asst Home-Economist								
81	VTR Man								
82	EFX man								
83	Scenic								
84	Teleprmt Operator								
85	Generator Man								
86	Photographer	7	500		3,500				
87	Loc. Contact/Scout								
88	Food stylist								
89	2nd A.D.								
90	Nurse								
91	Craft Services								
92	Fireman								
93	Policeman								
94	Welfare/Teacher								
95	Production Manager	7	300		2,100				
96	PA - 1st Class	7	200		1,400				
97	PA - 2nd Class	3	175		525				
98	PA - 2nd Class	3	175		525				
99	PA - Office								
100	Food stylist								
					Sub-Total				\$35,150
					Total Fringes				
					Total For B				\$35,150

C	PREPRO AND WRAP EXPENSES	Estimated	Actual
101	Car Rental		
102	Air Fares: () people @ () per fare		
103	Per Diems: (3) people @ () per day ³		
104	Still Camera Rental & Film		
105	HotelsPeople3@ per day ⁴		
106	Trucking		
107	Deliveries & Taxi		
108	Home Econ Supplies		
109	Production Offices Supplies		
110	Casting: Prep() @ ()Cast(3) @ ()CallBk(1) @ ()		
111	Casting Facility	400	
112	Casting Director	2,000	
113	Casting Ads	750	
Total For C		\$3,150	

D	LOCATION AND TRAVEL EXPENSES	Estimated	Actual
114	Location Fees		
115	Camera Van	750	
116	Art Van		
117	Bus Rentals		
118	Camper/Dressing Vehicles		
119	Parking/Tolls/Gas	250	
120	Trucking		
121	Hotel		
122	Other Vehicles		
123	Generator Fuel		
124	Air Freight/Excess Bag		
125	Air Fares: () people @ () per fare		
126	Hotel: () people @ () per day days		
127	Air Fares: () people @ () per fare		
128	Per Diems: () people @ () per day		
129	Breakfast (20) people @ (8) per meal X (7) days	1,120	
130	Lunch (20) people @ (16) per meal X (7) days	2,240	
131	Dinner (10) people @ (16) per meal X (5) days	800	
132	Guards		
133	Limousines (Celebrity Service)		
134	Cabs/Other Tras		
135	Kit Rental		
136	Art Work		
137	Gratuities		
138	Craft services	350	
139			
Total For D		\$5,510	

E	PROPS WARDROBE AND ANIMALS	Estimated	Actual
140	Prop Rental		
141	Prop Purchase	250	
142	Wardrobe Rental		
143	Wardrobe Purchase	750	
144	Picture Vehicle		
145	Animal & Handlers		
146	Wigs & Moustaches		
147	Color Correction		
148			
149			
150			
Total For E		\$1,000	

I EQUIPMENT COSTS				Qty	Rate	Estimated	Qty	Rate	Actual
193	Camera Rental		7	700	4,900				
194	Lenses		1	2,500	2,500				
195	Grip Rental - 1 Ton Package		5	250	1,250				
196	Light Rental		5	400	2,000				
197	Generator Rental								
198	Steadicam - Ronin		1	300	300				
199	HMI								
200	Walkie Talkies/Bullhorn								
201	Dolly Rental		1	100	100				
202	Digital Playback								
203	Drone		1	750	750				
204	Production Supplies								
205	Audio Kit								
206	Stabilizer								
207	Expendables								
208	Shipping								
209	Underwater Housing		1	600	600				
210	Car Rig		1	300	300				
Total For I						\$12,700			

M	TALENT	Qty	Rate	X	TravDa..	1.5Xh	2Xh	Estimated	Actual
234	O/C Principals	4	500					2,000	
235	O/C Principals	4	500					2,000	
236	O/C Principals	4	500					2,000	
237	O/C Principals	4	500					2,000	
238	O/C Principals	4	500					2,000	
239	O/C Principals	4	500					2,000	
240	O/C Principals	2	500					1,000	
241	O/C Principals	2	500					1,000	
242	O/C Principals								
243	O/C Principals								
244	O/C Principals								
245	O/C Principals								
246	O/C Principals								
247	O/C Principals								
248	O/C Principals								
249	O/C Principals								
250	O/C Principals								
251	O/C Principals								
252	O/C Principals								
253	O/C Principals								
254	O/C Principals								
255	O/C Principals								
256									
257	General Extras	4	125					500	
258	Voice Over/Narration								
259	Fitting Fees SAG								
260	Fitting Fees SEG								
261									
262	Audition Fees SAG								
263	Audition Fees SEG								
264									
265									
266	Payroll/P&W Taxes								
267	Wardrobe Allowance								
268									
269	Other								
270	Mark-Up								
Total For M								\$14,500	

S	Audio	ST	MU	DS	Qty	Rate	Estimated	Qty	Rate	Actual
S3000	MUSIC LICENSE									
S3005	SOUND MIX									
S3010	SOUND DESIGN									
S3015	VO TALENT									
S3020	SFX									
S3025	MEDIA									
S3030	DIGITAL UPLOADS									
Total For S										

V	2D/FINISHING	ST	MU	DS	Qty	Rate	Estimated	Qty	Rate	Actual
F6000	On-Line Editing			.						
F6005	Digital Ads Editing									
F6010	Titles/Graphics									
F6020	AE ROTO WRING									
F6025	AE COMPOSITE			.						
F6030	AE DESIGN/TEST									
F6035	MACINTOSH									
F6040	LOGO TREATMENT			.						
F6045	RENDER HIGH RES.									
F6050	RIG REMOVAL									
F6055	SLATE & RELAY									
F6060	TRACKING									
F6065	Photoshop/Photo Color Correction			.	4	500	2,000			
F6070	COLOR CORRECTION				5	700	3,500			
F6071	MEDIA ARCHIVE - BACKUP				1	250	250			
Total For V							\$5,750			

**CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY BOARD
AGENDA REQUEST FORM**

MEETING DATE: April 7, 2021

NAME & TITLE: Ed Caum, CVB Director

DEPARTMENT: Convention and Visitors Bureau

ITEM

Discussion and possible action to approve the marketing buy renewal for Adspore bus wraps in San Antonio, TX for FY 2021. (Caum)

ITEM BACKGROUND

The CVAB approved the Adspore bus wraps in Fort Worth, TX with contract run dates of 1-4-21 to 6-20-21.

BUDGET/FINANCIAL SUMMARY

02-594-0531

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal: No

Approved by Legal: No

RECOMMENDATIONS/COMMENTS:



Advertising Space Rental Contract

Company Name **South Padre Island**

Market/Product **San Antonio VIA**

Today's Date **3/25/21**

A. *Inventory reserved for Client starting:

3/29/21

(commencement date)

B. Last day inventory is held for Client use: **9/26/21**

C. Approved client art due to Adsposure by this date **n/a (renewal)** to ensure installation by post date
*15 Business days prior to start date

Transit Displays Ordered

Number of Displays

3

3

50

Types of Displays

King Kongs

Full Sides

Interior Cards

Client agrees to be billed the following amounts on the following dates for inventory reserved

Billing starts on above date noted in "A" (commencement date), regardless if approved art is received or approved later than required date. Submitting art and, or, deposit later than required date could result in altered post date of ad material. Adsposure will install at the next possible date but will be unable to push back the end date of this signed contract.

Month / Year	Amount	Month / Year	Amount
<u>04/21</u>	<u>\$ 4,300.00</u>		
<u>05/21</u>	<u>\$ 4,300.00</u>		
<u>06/21</u>	<u>\$ 4,300.00</u>		
<u>07/21</u>	<u>\$ 4,300.00</u>		
<u>08/21</u>	<u>\$ 4,300.00</u>		
<u>09/21</u>	<u>\$ 0.00</u>		
		<u>Renewal Incentive</u>	
		<u>New Prod in Oct</u>	

Contract Total \$ 21,500.00

NET **Guaranteed Bench or Shelter Locations**

Advertiser / Agency:

Signature / Authorized:

Address:

City, State, Zip:

Telephone:

Contact:

Fax:

Email:

4601 Padre Blvd

South Padre Island, TX, 78597

956-761-8108

Randy Smith, City Manager

rsmith@myspi.org

Adsposure Management



1. If Advertiser is doing its production independently, then it agrees to furnish displays and all other items necessary for said advertising and to deliver the same to Advertising Vehicles, Inc. doing business as Adspposure ("AV") at least 10 working days before the installation date. A 10% overrun on orders of 10 signs or more is required.
2. Failure of Advertiser to furnish displays as provided above for timely installation on the stated commencement date shall be the sole responsibility of Advertiser. Other delays in commencing service shall not constitute a violation of this contract, but the Advertiser shall be entitled to a pro rata credit, or at the option of AV to additional service or an extension of the term of service equivalent to the delay or omission.
3. If Advertiser has done its production independently and Advertiser's display(s) becomes damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause, replacements shall be furnished by the Advertiser upon request, without liability or expense on the part of AV or the associated transit authority.
4. Advertiser shall indemnify and hold harmless AV and the associated transit authority against any liability to which they may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of right of privacy, defamation, illegal competition, illegal trade practices, or for any other reason relating to the content contained in the advertisement. This agreement to indemnify shall include all costs, including attorney's fees, in defending any such action or actions.
5. **It is understood that the client agrees to pay for rented billboard space per the schedule on page one of contract. It is understood that in the event of a late posting as a result of a missed deadline by the client that Advertising Vehicles is not obligated to refund or to credit the client for the lost advertising space. In the event that the post date is missed as a result of actions of Advertising Vehicles an extension equal to the number of missed days will be added to the end of client's expiration date.**
6. Loss of service due to fire, flood, riot, and severe weather/temperatures curtailing recommended install practices or other causes beyond the control of AV and/or removal of location by transit authority shall not constitute a breach of this agreement. In such event, Advertising Vehicles shall, in its sole discretion, have the authority to cancel the balance of the contract, extend a pro rata credit for such loss, or, offer additional service or an extended term of service equivalent to the service lost.
7. AV accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, AV reserves the exclusive right to terminate this contract, but there shall be no short rate charge because of such termination.
 - a. AV reserves the right to reject any advertising that AV determines in its sole discretion to be false, misleading, deceptive, and/or offensive to the moral standard of the community, contrary to good taste, contrary to the best interest of the associated transit authority, or for any other reason that Advertising Vehicles, in its sole discretion, sees fit.
 - b. It shall be the policy of AV in Cincinnati and Nashville to prohibit public issue advertisements that tend to promote or inhibit causes and beliefs; that in furtherance of this policy, all advertisements (except as identified in c below) shall be limited to public announcements and advertisements related to the advantages of a product, business, or service.
 - c. Political advertisements if allowed for candidates for public office are allowed under the following conditions: 1) each advertisement must contain in type at least 10% as tall as the advertisement, the words "PAID POLITICAL ADVERTISEMENT"; 2) contracts must be prepaid in full prior to placement of advertisement.
8. It is understood and agreed that this contract may not be canceled by Advertiser or Advertising Agency. AV reserves the right to cancel this contract at any time upon default by the Advertising Agency and/or Advertiser for any breach of this contract. Upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract which remain unpaid, including but limited to Media Package Production, shall become immediately due and payable. In the event of any such breach by Advertiser or Advertising Agency, AV shall be discharged from any obligation to continue to display the Advertiser's copy.
9. In the event a suit for the enforcement of any term of this Agreement, including the collection of any unpaid accounts becomes necessary, Advertising Vehicles may collect all costs of such suit, including reasonable attorney's fees and expenses.
10. AV shall not be held responsible for returning advertising displays to Advertiser or Advertising Agency.
11. This contract is not assignable by the Advertiser, nor may the subject of the advertising be changed without prior written consent of AV.
12. This agreement and the schedule attached hereto embodies the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter.
13. Any modification to this agreement shall be made only in writing signed by both parties.
14. Any bill rendered to the agency and/or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the agency and /or Advertiser within ten (10) days from the rendering thereof.
15. Late charges of 1.5 % (18% per annum) will be applied to account balances over 30 days. Accounts that are delinquent 45 days may be canceled without advance or written notice.
16. Contract is subject to credit approval and the acceptance of this contract by signature of the advertiser and or agency authorizes AV to request credit information from the Retail Credit Bureau.
17. Advertiser and/or Advertising Agency, if any, are both individually and severally responsible for payment of the full amount under this contract.
18. Orders requiring expedited production, shipping or install will incur additional charges.
19. The Agreement is governed by the laws of the State of Ohio, and the parties agree to the jurisdiction of the state courts of Hamilton County Ohio and all litigation arising from this Agreement shall be instituted only in said courts.

Initials:

Date:

**CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY BOARD
AGENDA REQUEST FORM**

MEETING DATE: April 7, 2021

NAME & TITLE: Linette Hernandez, Management Assistant

DEPARTMENT: Convention and Visitors Bureau

ITEM

Discussion and possible action to approve the marketing buy for Lamar Digital Billboards in Oklahoma City for FY 2021. (Caum)

ITEM BACKGROUND

Option 1: Two Digital Billboards, targeting travel toward airport (guaranteed placement)

\$6,400/4-week billing period, 6 additional days:\$2,500, Total Investment: \$34,500, Bonus: \$3,600 value

Option 2: One Digital Billboard, targeting travel toward airport (guaranteed placement)

\$9,200/ 4-week billing period, 6 additional days: \$3,000, Total Investment: \$49,000 net, Bonus: \$7,800 value

BUDGET/FINANCIAL SUMMARY

02-594-0531

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal: No

Approved by Legal: No

RECOMMENDATIONS/COMMENTS:

Staff recommendation is to approve Option 2.



ADVERTISING COMPANY

PROPOSED INVESTMENT

South Padre Island, Summer 2021 Campaign

March 30, 2021

Campaign Period: 20 Weeks + 6 days (5/1-9/30/21)

Option 1 – Two Digital Billboards, targeting travel toward airport (guaranteed placement)

\$6,400/4-week billing period

6 additional days: \$2,500

Total Investment: \$34,500 net

Bonus: 1 three-day campaign on four digital boards (pre-emptive placement) to be used any time during the campaign period. Added Value: \$3,600

Option 2 –

One Digital Billboard, targeting travel toward airport (guaranteed placement)

Plus

Three digital billboards (pre-emptive placement)

\$9,200/4-week billing period

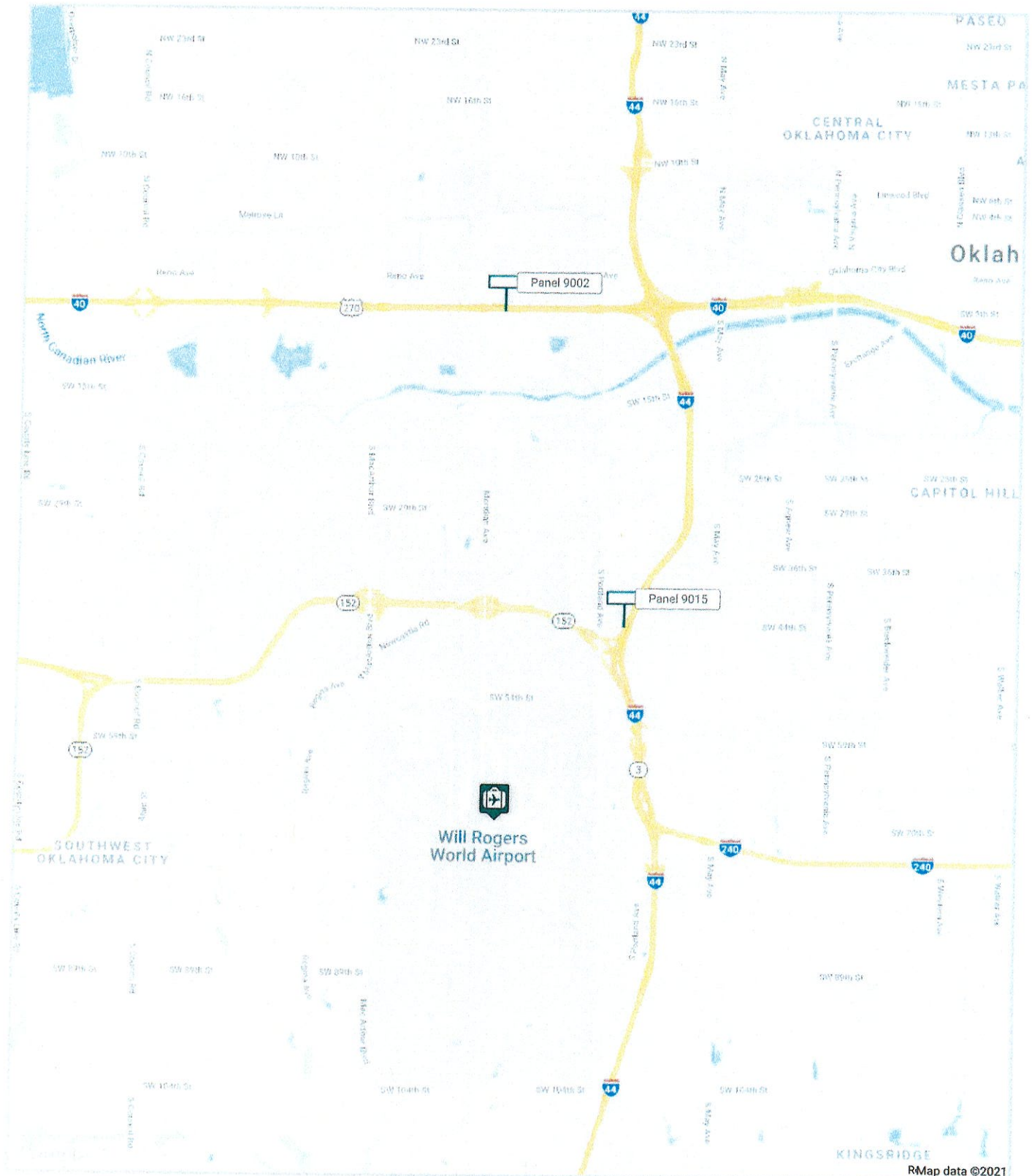
6 additional days: \$3,000

Total Investment: \$49,000 net

Bonus: 2 three-day campaigns on four digital boards (one guaranteed, three pre-emptive placement) to be used any time during the campaign period. Added Value: \$7,800

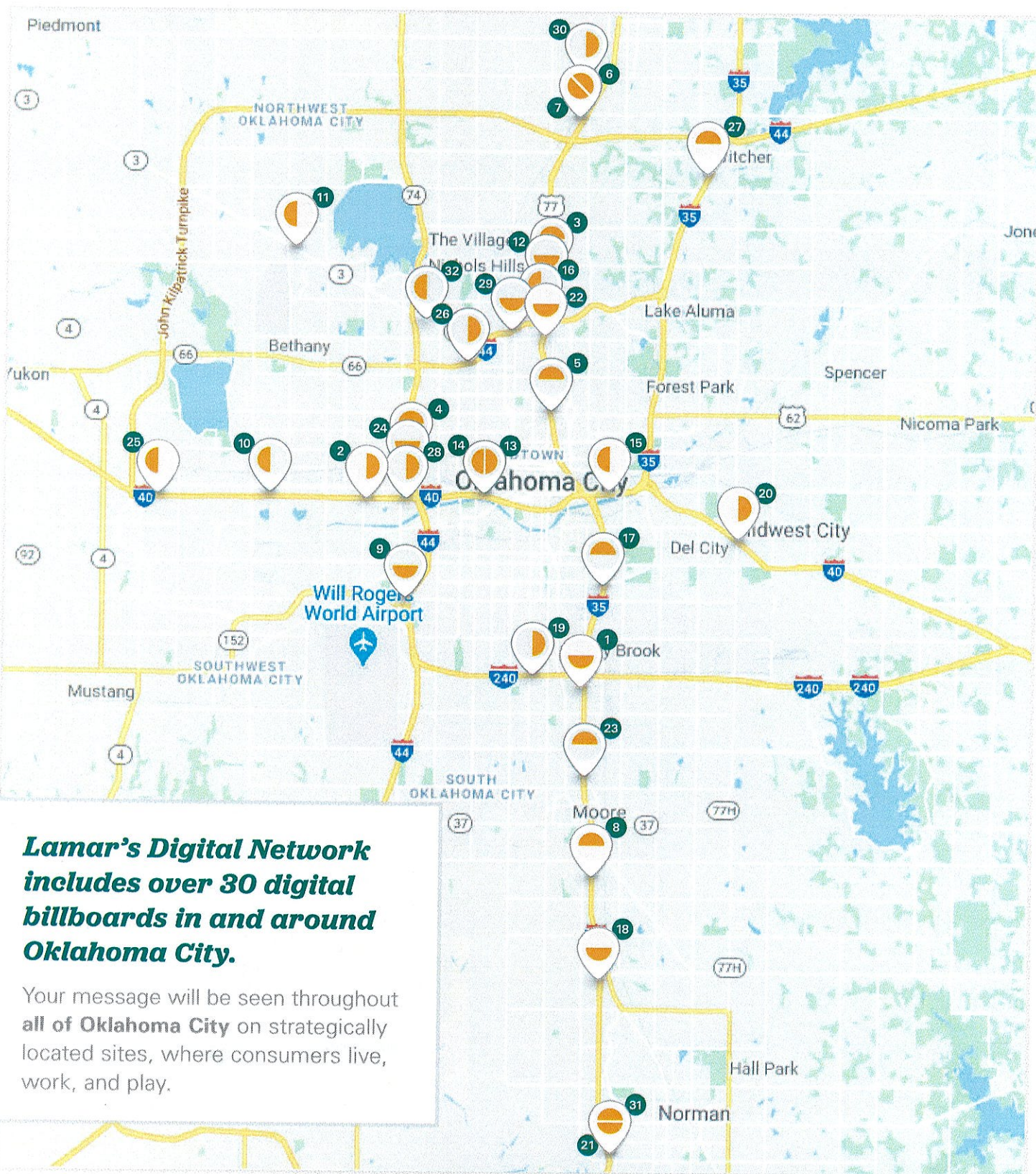
MAP #1

DIGITAL MAP 05-27-20



RMap data ©2021

DIGITAL NETWORK



Lamar's Digital Network includes over 30 digital billboards in and around Oklahoma City.

Your message will be seen throughout **all of Oklahoma City** on strategically located sites, where consumers live, work, and play.

DIGITAL NETWORK

LABEL	PANEL	WKLY. IMPRESSIONS*	LOCATION
1	9001	344,716	S. I-35, 0.5 mi. S/O I-240, WS/NF
2	9002	233,220	I-40, 0.3 mi. E/O Meridian, SS/WF
3	9004	217,963	Broadway Ext., 0.6 mi N/O NW 63rd, ES/SF
4	9005	237,650	800 N. I-44 (State Fair Grounds) ES/SF
5	9006	467,162	2400 N. I-235, ES/SF
6	9011	174,474	13431 N. Broadway Ext., WS/NF
7	9012	136,766	13431 N. Broadway Ext., WS/SF
8	9013	192,984	2800 S I-35 S/O SW 19th (Moore) ES/SF
9	9015	242,448	4507 S. I-44, S/O SW 44th, WS/NF
10	9017	164,250	I-40, 2600 ft. E/O Council, NS/EF
11	9019	117,951	NW Expressway, 0.2 mi. E/O Rockwell, NS/EF
12	9021	241,733	7003 N. Broadway Ext., 0.6 mi. S/O Wilshire, WS/NF
13	9022	219,156	I-40, 0.3 mi. E/O Penn, NS/EF
14	9023	194,238	I-40, 0.3 mi. E/O Penn, NS/WF
15	9024	385,967	1555 E. I-40, 0.4 mi. W/O MLK, NS/EF
16	9025	241,853	I-44, .3 mi. W/O Broadway Ext., NS/EF
17	9026	267,646	I-35 .4 mi. S/O SE 36th, ES/SF
18	9027	164,197	I-35, 1600 ft. S/O Franklin Rd., ES/NF (Norman)
19	9028	253,203	350 W. I-240, SS/WF
20	9031	154,430	5604 E. I-40, E/O Sooner Rd., SS/WF (Midwest City)
21	9032	107,332	S. I-35 N/O Lindsey St., ES/NF (Norman)
22	9033	172,344	5206 N. I-235, 0.1 mi. N/O NW 50th, ES/NF
23	9034	360,337	1710 S. I-35 0.2 mi. N/O NW 12th, ES/SF (Moore)
24	9035	325,851	I-44, 0.3 mi. N/O I-40, WS/NF
25	9036	128,434	10145 W. I-40 w/o Morgan Rd. NS/EF
26	9101	295,883	I-44, 0.2 mi. W/O Penn, SS/WF
27	9105	616,504	I-35 0.4 mi. N/O Hefner Rd. ES/SF
28	9106	235,395	I-40 0.15 mi. E/O Portland, SS/WF
29	9301	46,164	5221 N. Western, WS/NF (Digital Poster)
30	9302	98,302	150th W/O Kelly, SS/WF (Digital Poster) - Edmond
31	9303	85,577	S. I-35 N/O Lindsey St., ES/SF (Norman)
32	9304	85,309	3015 N.W. Expressway W/O N. May NS/EF



*Weekly Impressions are calculated per spot.

DIGITAL NETWORK



9005



9006



9011



9012



9013



9015



9017



9019



9021



9022



9023



9024



9025



9026



9027

DIGITAL NETWORK



9028



9031



9032



9033



9034



9035



9036



9101



9105



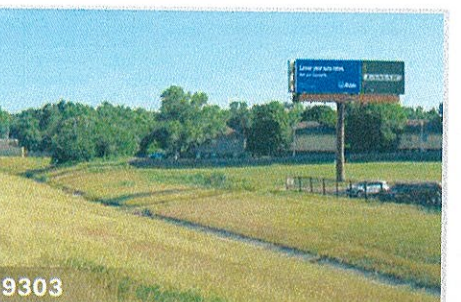
9106



9301



9302



9303



9304

DYNAMIC CAPABILITIES



WEATHER/TEMPERATURE

Automatically change creative or display weather information based on real-time conditions. Weather capabilities include weather triggers, forecast displays, current temperatures and more.



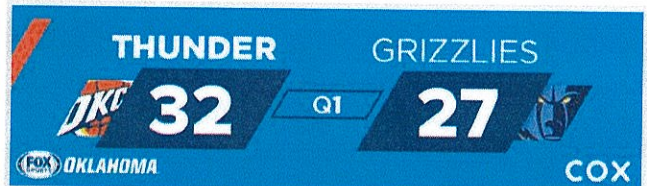
COUNTDOWNS

Digital boards are able to pull the current date and time based on location. Creative can be programmed to count up or down in days, hours, minutes or a combination of those values.



TRAFFIC/DRIVE TIMES

Lamar's data partnership allows brands to display creative based on real-time traffic conditions. Additional traffic capabilities include travel times, average speeds and incident reports.



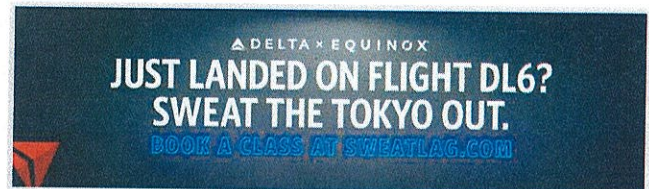
LIVE SCORES

With live scores, advertisers are given the ability to stream live scores or change creative based on the status of a game. Customers can also display additional sports information, such as team schedules and rankings.



SOCIAL MEDIA

Advertisers are able to display social media content in real time. Using Facebook, Twitter or Instagram, clients can display text, images, likes and more to encourage customer interaction.



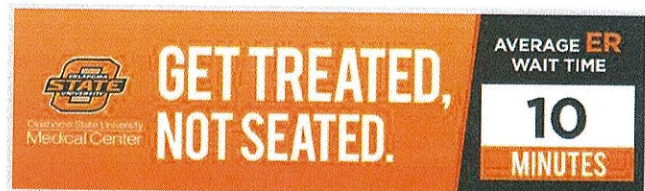
FLIGHT DATA

Airlines and other industries related to air travel can display creative with specific flight data. This data is available for major airports and includes arrivals and departures, flight status and gate information.



LOTTERY

Display current jackpot numbers, draw dates, drawn numbers and even specific games for lottery and gaming clients.



ADDITIONAL DATA FEEDS

Additional dynamic capabilities, such as pollen counts, stock indices, infotainment, headline news, ER wait times, and more, are available. Advertisers can also supply their own data feeds for custom digital campaigns.

**CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY BOARD
AGENDA REQUEST FORM**

MEETING DATE: April 7, 2021

NAME & TITLE: Linette Hernandez, Management Assistant

DEPARTMENT: Convention and Visitors Bureau

ITEM

Discussion and possible action to approve the marketing buy for Lamar Digital Billboards in McAllen, TX and Austin, TX for FY 2021. (Caum)

ITEM BACKGROUND

Service Dates: 04/5/2021 - 09/19/2021

BUDGET/FINANCIAL SUMMARY

02-594-0531

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal: No

Approved by Legal: No

RECOMMENDATIONS/COMMENTS:



CONTRACT # 3589607

CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER	
Customer #	135256-0
Name	SOUTH PADRE ISLAND CONVENTION & VISITORS
Address	7355 PADRE BLVD
City/State/Zip	SOUTH PADRE ISLAND, TX 78597
Contact	Lori Moore
Email Address	lrol@aopadre.com
Phone #	(956) 761-8387
Fax #	
P.O./ Reference #	288-SPI-2021
Advertiser/Product	SOUTH PADRE ISLAND CONVENTION & VISITORS
Campaign	

Space										
# of Panels: 2							Billing Cycle: Every 4 weeks			
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
70009 30673390	045-HIDALGO COUNTY, TX	SS Exp 83 250' W/O S. 29th St, McAllen	Yes	Digital Bulletin	14' 0" x 48' 0"		04/05/21-09/19/21	6	\$3,900.00	\$23,400.00
91312 30704381	288-KYLE, TX	W/S I-35 3 MI N/O CR 150 F/N	Yes	Digital Bulletin	14' 0" x 48' 0"		04/05/21-09/19/21	6	\$4,000.00	\$24,000.00
Total Space Costs:									\$47,400.00	

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 solidio 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 Media Buyer **(Officer/Title)** of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Agency/Buying Service:	SOUTH PADRE ISLAND CONVENTION & VISITORS
Signature:	
	(signature above)
Name:	
	(print name above)
Date:	
	(date above)

Advertiser:	SOUTH PADRE ISLAND CONVENTION & VISITORS
Signature:	
	(signature above)
Name:	
	(print name above)
Date:	
	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Mario Martinez	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.





CONTRACT # 3589607

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.

13. **Digital Provisions:** Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.





CONTRACT # 3589607

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

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.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

- (i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.
- (ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
- (iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
- (iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
- (v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
- (vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

