



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: April 14, 2023
To: Each Director
From: McKenzie Barry, Environmental Ed/Communications Coordinator
Subject: I&E Subcommittee

The I&E Subcommittee met Thursday, April 13, at 4:00 PM, at the LPSNRD Office. Subcommittee members present were Christine Lamberty (Chair), Seacrest, Stevens, Vogel, Lewis, Green, Baker, and Yoakum. Others present were Zillig, Potter, Sutton, Barry and Robinson.

Chair Lamberty called the meeting to order at 4 pm. The first agenda item was consideration of the contract with the Lincoln Journal Star to print and distribute 3 editions of the Lower Platte South NRD (LPSNRD) newsletter.

The LJS has provided printing and distribution service for the LPSNRD newsletter for a number of years. Three times per year, the newsletter is printed and distributed to households across the district through various methods.

Subscribers to LJS receive Local Values inserts, which includes the LPSNRD newsletter, in their Wednesday newspaper and non-subscribers receive Local Values via U.S.P.S. or an LJS courier. For rural constituents outside of the LJS distribution area, newsletters have also been routed through four smaller weekly newspapers: Ashland Gazette, Hickman Voice, Plattsmouth Journal & Waverly News. For FY23 \$67,100 was budgeted for the newsletter. The proposed contracts have one newsletter in FY23 and two in FY24.

The Plattsmouth Journal officially ceased operation at the end of January 2023. This community newspaper served all of Cass County (with the exception of extreme northwest portion covered by Ashland or Waverly papers) and part of Otoe County (in our district). This closure creates a large area in Cass and Otoe County which cannot be distributed using the Plattsmouth Journal as has been done in the past.

District staff and LJS have explored a variety of options to reach the approximately 11,000 households in Plattsmouth, surrounding communities, and rural constituents that were formerly in the Plattsmouth Journal’s distribution range. Map attached shows the former distribution area.

Several options were discussed by the subcommittee and included:

Option A -An agreement with LJS to print and distribute 3 editions of the LPSNRD newsletter. Distributing through the LJS, Local Values, Ashland Gazette, Hickman Voice, and Waverly News, as has been done in the past. The former Plattsmouth Journal distribution area would receive the newsletters via direct mail service. This agreement is pending legal review.

	Per Edition	Full Contract (3 editions)
Newsletter Printing (for inserts)	\$10,295	\$30,885
Insert in newspapers and Local Values	\$5,320	\$15,960
Plattsmouth Journal Area Print and Direct Mail	\$13,783	\$41,349
Total	\$29,398	\$88,194

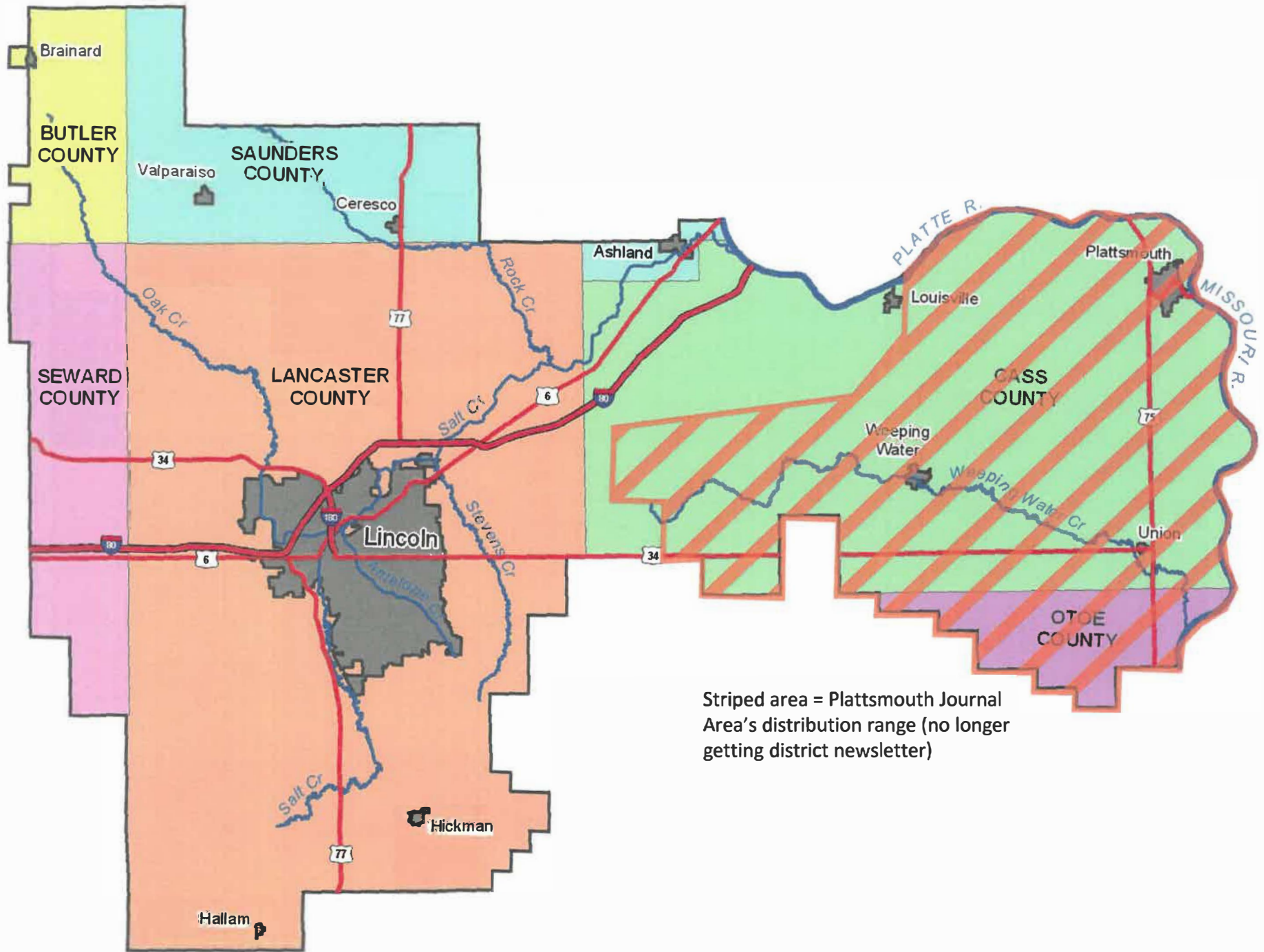
Option B -An agreement with LJS to print and distribute 3 editions of the LPSNRD newsletter. Distributing through the LJS, Local Values, Ashland Gazette, Hickman Voice, and Waverly News, as has been done in the past. The former Plattsmouth Journal distribution area would receive an email version of the newsletter through a targeted email list maintained by LJS.

	Per Edition	Full Contract (3 editions)
Newsletter Printing (for inserts)	\$10,295	\$30,885
Insert in newspapers and Local Values	\$5,320	\$15,960
Plattsmouth Journal Area Targeted Email	\$300	\$900*
Total	\$15,915	\$47,745

There was discussion about the cost to direct mail the newsletter to Cass County residents. Vogel pointed out that all our constituents pay taxes and should also receive the printed newsletter like the rest of the taxpayers in the district. Other methods of distribution were discussed for the area, with staff explaining considerable time was spent investigating other avenues including reach of Omaha World Herald into the area (not many subscribers), the Penny Press paper (does not serve that area), Sarpy newspaper (thinking about expanding into the area, but is not currently there).

Subcommittee agreed this was the best option for the immediate future, but want to work on brainstorming ideas and strategies for the next contract on how to best reach our rural communities. All agreed in future years discussions on this topic will continue as the media landscape and distribution methods evolve in the coming years.

It was moved by Vogel and seconded by Lewis and unanimously approved to recommend the Board of Directors approve a one year agreement with Lincoln Journal Star to print and distribute 3 editions of the Lower Platte South NRD newsletter totaling \$88,194, pending review by legal counsel.



Striped area = Plattsmouth Journal Area's distribution range (no longer getting district newsletter)

OPTION A

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT

THIS AGREEMENT is made as of April 4, 2023 between Journal Star Printing Co. d/b/a *Lincoln Journal Star*, the "Publisher", and **Lower Platte South NRD**, the "Advertiser."

TERM This Agreement will begin on May 1, 2023 and end on April 30, 2024. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

VOLUME AGREEMENT The Advertiser will purchase at least \$29,398 x 3 = \$88,194 for Newsletter printing/inserting/direct mail or advertising volume before the end of the term.

Product	Rate	Details
Newsletter printing	Print \$71.00 CPM 145,000* qty \$10,295	147,000 qty Print 11x17 x 2; full color newsletters (8 pages) with bleed; folded to 8.5 x 11" pasted spine booklet; SCA++ #32 paper
Inserting LJS	Insert @\$38.00 CPM 140,000 \$ 5,320	Insert Wed LJS Subscribers and Non-Subscribers in Local Values Total Market Coverage~140,000 (the Voice news will bill separate)
Direct Mail	Cass County Mail list 8,368 \$13,783	Print 8 page newsletter (11x17 x 2 folded to 8.5 x 11" pasted spine) DIRECT MAIL To Cass County/Plattsmouth area households

Insert 140,000 LJS Local Value <u>\$38CPM</u> = \$ 5,320.00	140,159
511(Ashland Gazette) and 326(Waverly News)	837
The Voice News; SHIP TO 103 Crossroads Dr, Sheldon, IA 51201	4,000
Deliver 400 copies to LPS NRD office in Lincoln	400
	<u>144,996 qty*</u>
Print and Direct mail Plattsmouth/Cass County	<u>8,368</u>
	153,364 total

Proposed Deadlines and Schedule

LJS/Local Values Insert Date	Art Due 3 weeks prior	Delivery to Omaha Monday 9 days prior Package for postal delivery	Distributed for insert other locations
<u>6/14/2023</u>	Tuesday 5/16/2022	Monday 6/5/2023	6/12-16/2023
<u>10/25/2023</u>	Tuesday 10/3/2023	Monday 10/16/2023	10/23-27/2023
<u>2/21/2024</u>	Tuesday 01/30/2024	Monday 2/12/2024	2/19-23/2024

*Customer understands that the Journal Star is utilizing a third party printer. If future paper prices raise the contracted per print rate by more than 10%, JS reserves the right to renegotiate contract reflective of current pricing, upon which the advertiser would then have the right to extend or terminate the agreement. **DATES TO BE CONFIRMED**

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

ADDITIONAL TERMS AND CONDITIONS

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.

4. Termination by Publisher. Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.

5. Indemnification. Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

6. Production Errors. Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results therefrom. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

7. Advertising Agencies. Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.

8. Ownership. Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.

9. Taxes. Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.

10. Brokered Advertising. Publisher does not accept local brokered advertising.

11. Assignment. Advertiser may not assign its advertising space or this Agreement to third parties.

12. Advertising Content. Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.

13. Compliance with Fair Housing Act and Other Laws. The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. Excusable Delays. Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. No Waiver. Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. Miscellaneous. Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows: _____

PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.

ADVERTISER

JOURNAL STAR PRINTING CO.

ADVERTISING AGENCY (if applicable)

(Jointly & severally responsible see Sections 5 & 7)

By _____

By _____
Ad Manager

By _____

Lower Platte South NRD
Company Name 60000346

Print Name/Title

Print Name

Title
Address

Billing Address
on file _____

Publisher Signature

Local Address
On file _____

Salesperson Amy Brandt Chase

New Renew X

OPTION B

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT

Print and Insert Newsletter

Lincoln, Ashland, Waverly, Hickman (Voice)

THIS AGREEMENT is made as of April 11, 2023 between Journal Star Printing Co. d/b/a *Lincoln Journal Star*, the "Publisher", and **Lower Platte South NRD**, the "Advertiser."

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Inserting LJS	Insert @\$38.00 CPM 140,000 \$ 5,320	Insert Wed LJS Subscribers and Non-Subscribers in Local Values Total Market Coverage~140,000 (the Voice news will bill separate)
EMAIL	\$300 each	Targeted email to ~11,351 homeowner list in Cass County/Plattsmouth NRD area \$300 for 1x drop

Insert 140,000 LJS Local Value <u>\$38CPM</u> = \$ 5,320.00	140,159
511(Ashland Gazette) and 326(Waverly News)	837
The Voice News; SHIP TO 103 Crossroads Dr, Sheldon, IA 51201	4,000
Deliver 400 copies to LPS NRD office in Lincoln	400
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this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.

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ADVERTISER

JOURNAL STAR PRINTING CO.

ADVERTISING AGENCY (if applicable)

(Jointly & severally responsible see Sections 5 & 7)

By _____

By _____
Ad Manager

By _____

Lower Platte South NRD
Company Name 60000346

Print Name/Title

Print Name

Title
Address

Billing Address
on file

Publisher Signature

Local Address
On file

Salesperson Amy Brandt Chase

New Renew X