



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581

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Memorandum

Date: September 16, 2020
To: Each Director
From: Mike Mascoe, Public Information Specialist
Subject: I&E Subcommittee Meeting

The Information and Education Subcommittee met virtually on Tuesday, September 15, 2020 at 5:30 PM. All subcommittee members were present, including Greg Osborn (Chair), Gary Aldridge, Vern Barrett, Mike Dekalb, Tom Green, Luke Peterson, Milt Schmidt and Ray Stevens. Others present were Board Chair Larry Ruth and staff members McKenzie Barry, Adam Sutton and myself.

Chair Osborn called the meeting to order. The first agenda item was consideration of annual advertising proposals from Alpha Media and Broadcast House, the two major commercial radio groups in Lincoln. I explained both proposals are identical to agreements that are about to expire. The only difference is in the proposal from Alpha Media, which lists a set of three stations on which LPSNRD advertising would air that is different from the three current stations (KFOR, KFRX & KZKX). I reminded the subcommittee this switch to the three other stations (KTGL, KIBZ & KLMS/ESPN) was discussed a year ago and is part of an Alpha Media program designed to take our message to a variety of radio audiences over a two-year period. Otherwise, the two proposed agreements are identical to the ones currently in force, with the same cost and the same number of spots that would air. **It was moved by Stevens, seconded by Schmidt and approved, with Aldridge voting "no," to recommend the LPSNRD Board of Directors approve one year advertising proposals from Broadcast House and from Alpha Media, totaling \$27,934, pending review by legal counsel.**

Barry, then, updated the subcommittee on research she is doing to make our newsletter available to non-English speaking constituents. She said she has been in contact with Lincoln Public Schools staff about options and how they distribute information and publications in various languages. There was some discussion by the subcommittee and Barry said she is continuing to gather information.

There being no further business, Chair Osborn adjourned the meeting at 6:00 PM.

MM/mm



ALPHAMEDIA
LIVE . LOCAL . LINCOLN

SMART TARGET BUSINESS TRENDS PROGRAM AGREEMENT BETWEEN LOWER PLATE SOUTH NRD AND ALPHA MEDIA

12 Month Campaign

- Radio Campaign period: 10/12/2020 - 10/11/2021.
- More than 50% off of our regular rates.
- Media consultation and creative plan for 12 months.
- Production, copywriting and creative provided at no additional charge.
- All commercials are 30 seconds.
- Commercials run on assigned weeks: 1 week per month, per station.

(We reserve the right to move a portion of or the entire schedule to a different week without prior notice in order to give your business better placement.)

MONTHLY SCHEDULE OF COMMERCIALS:

Monthly Schedule on these stations				Total
M-Sa 5a-8p	10	10	10	30
M-Sa 6a-12a	10	10	10	30
Sa-Su 6a-Mid	6	6	6	18
M-Su Mid-Mid	15	15	15	45

TOTAL OF 123 (30) second commercials per month

Plus 123 (30) second commercials per month on station's online streams

Your Investment:

\$1232 per month October 2020 - September 2021

Name of Business

Authorized Advertiser Signature

Date

Station Signature

Date

Subject to credit approval. After credit approval terms are net 30. Non-cancelable/non-transferable agreement. In the event of non-completion of agreement, station reserves the right to pro-rate the Advertiser for the unearned discount for the number of months in which the Business Trends program actually ran. Some or all of this program may be tax deductible. Consult your CPA or tax advisor. Station may require cash in advance.

Contact Person: Charlie Brogan, Alpha Media · 3800 Cornhusker Hwy · Lincoln, NE 68504 ·

Phone: 402.325.7778 · Fax 402.467.4095

charlie.brogan@alphamediausa.com

CONTRACT AGREEMENT

1. For purposes of this contract, the Radio Station(s) and/or Alpha Media shall be referred to hereafter as the "Company" and party seeking advertisement shall be "Advertiser" hereafter.
2. This offer becomes a binding contract only upon acceptance by the Company.
3. Invoices shall be rendered monthly and shall be due and unless otherwise agreed to in writing, payable within thirty (30) days from the date of invoice. If payments are not received within 30 days of the invoice date, interest shall accrue at 18% per annum. The Company's extension of credit is subject to the Company's prior written approval following submission of a complete credit application. Agency and Advertiser hereby represent that the information contained on and submitted with such application is correct and complete. Acceptance or broadcast of advertising does not constitute an agreement to extend credit. The extension of credit is at the sole and absolute discretion of the Company, and the Company may require additional information and references. The Company may revoke or cancel credit at any time.
4. Upon any event of default by Advertiser, Advertiser shall be liable for collection costs, attorneys' fees and court costs required to enforce the Company's rights under this contract.
5. Contract subject to termination by either party upon fourteen (14) days prior written notice, provided however, that such termination shall not affect any right or remedy existing hereunder before such termination. This does not apply to contracts marked as non-cancelable at the time of signature.
6. Political, entertainment, festivals, trade shows, bar and nightclub advertising must be paid in advance. Payment must be made by check and funds must clear before schedule airs.
7. The Company will make every effort to run advertising according to the dates and times contracted for, however, occasionally circumstances arise which are out of the Company's control, and therefore the Company reserves the right to "make good" missed announcements on other dates and times as close to the originally scheduled dates and times as possible. All barter/trade schedules are pre-emptible.
8. Under no circumstances will the Company issue cash credits for announcements run outside the parameters of the contract. If errors occur in scheduling, the Company will "make good" any such announcements in either the existing contract or the next one placed by Advertiser. "Make goods" will be indicated as a no charge announcement on the next invoice following the airing of said "make goods".
9. Advertiser shall hold Company and its agents, employees and officers, harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights resulting from the broadcasting of advertisement herein provided in the form furnished or approved by Advertiser. Advertiser warrants that all advertising copy submitted to the Company will truly represent the product or services advertised and will be free of false claims or assertions.
10. The Company does not discriminate in the acceptance or placement of advertising on the basis of race, gender or ethnicity. Any order for advertising or advertising contract which includes any restriction in the placement of the advertising based on race, gender or ethnicity will not be accepted.
11. Should it be necessary for the Company to use an outside collection agency, Advertiser agrees to pay all collections fees, court cost and legal fees. There will be a fee for any returned checks.
12. Any claims by the Advertiser are to be made within 10 days of receipt of the Company's invoice.
13. Advertiser warrants that any commercials provided will comply with all laws and to indemnify the Company, broadcaster or network.
14. The Company may, in its sole discretion, choose not air commercials that are deemed inappropriate, violent, or technically poor.
15. If for any cause beyond reasonable control of the Company there is an interruption or omission of audio and/or video broadcasting of the material or program provided by Agency or Advertiser pursuant to this agreement to this Agreement, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or any other cause, including but not limited to, mechanical or electronic breakdowns, the Company will substitute a time period to "make good" the broadcast of the material as prescribed in Items 7 and 8 above.

Approval:

The Advertiser accepts and approves the attached plan to run. The Company is authorized to execute the plan and the Advertiser accepts responsibility for payment.

Advertiser Signature

Title

Date



Lower Platte South Natural Resources District

protecting lives, protecting property, protecting the future



Presented by: Andrew Brandt
andrew@broadcasthouse.com
(402) 479-1421

Broadcast House Media 4343 O Street, Lincoln NE 68510 402-475-4567

**Broadcast
House
Media** 
A Division of NRG Media

This station does not discriminate in the sale of advertising time, and we will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting airtime under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

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protecting lives, protecting property, protecting the future



Annual Campaign October 2020 – September 2021 Froggy 98.1FM Option 1

Part One - One Week Schedule on Froggy
First SBM week of every
month, 9 Months out of the Year
First SBM week every month.
Part One Investment: \$4950

Froggy 98.1FM
Mo-Su 5a-9p 10x
Mo-Su 9p-12m 10x
Mo-Su 12m-12m 10x

Part Two – Summer Plan on Froggy
Nine Week Summer Schedule
10 :30 second spots
3 months of display ads on
desktop, tablet and mobile.
4 months 300 :30 spots per month.
Part Two Investment: \$5,050

Summer
10 :30's / Wk
728x90 & 320x50
Display Ads
900 Streaming :30's

Part Three - One Week Schedule on KLIN
Third SBM week of every month,
9 Months out of the Year.
Part Three Investment: \$3,150

KLIN1400
Mo-Su 5a-9p 10x
Mo-Su 9p-12m 10x
Mo-Su 12m-12m 10x

Your Total Annual Investment: \$13,150
Your Total Annual Commercials: 1710

Client Acceptance

Date



Based on availability at the time of confirmation – Contract is non-cancelable

Lisa Sorensen – Broadcast House Media 4343 O Street, Lincoln NE 68510 402-440-1228 lisabroadcasthouse.com

This station does not discriminate in the sale of advertising time, and we will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting airtime under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.