

Agenda Report

July 1, 2013 City Council Meeting

July 1, 2013

Item No. 11

ISSUE: Iowa Living Magazine

BACKGROUND:

Attached is a resolution authorizing a one-year contract with Iowa Living Magazine for a one-page newsletter. In the past, the City has done a two page letter, but with no contract. Currently the City pays \$11,340 annually for the newsletter, and under the proposed contract the new fee will be \$6,300. The magazine goes to every mailbox in our community. If the resolution is approved, staff will work with the magazine to focus on more community related articles and news.

RECOMMENDATION:

Staff recommends approval of the resolution authorizing the one-year contract with Iowa Living Magazine. If the Council is not happy with the services this coming year, we have the option not to renew the contract.

STAFF CONTACTS:

Jeffrey A. Fiegenschuh, City Administrator

CITY OF WINDSOR HEIGHTS, IOWA

RESOLUTION NO. 13-0743

**RESOLUTION APPROVING AN AGREEMENT FOR ADVERTISING
SERVICES WITH IOWA LIVING MAGAZINE**

WHEREAS, the City wishes to enter into an agreement with Iowa Living Magazine to provide professional advertising and newsletter services; and

WHEREAS, the City wishes to provide community informational news and stories to it's residents; and

WHEREAS, the services include monthly newsletters that will be mailed to every address within Windsor Heights containing a 50324 zip code; and

WHEREAS, these professional services will be provided at a monthly charge of \$525 with an annual investment not to exceed \$6,300; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council authorizes the City Administrator to enter into a one-year agreement with Iowa Living Magazine to provide a city-wide monthly newsletter.

PASSED AND APPROVED THIS 1st DAY OF July, 2013.

David J. Sullivan, Mayor

ATTEST:

Jeff Fiegenschuh, City Administrator

Customer Name/Number City of Windsor Heights

ADVERTISING AGREEMENT



In consideration of the Advertiser's agreement to advertise according to the following terms and conditions, the Publisher and Advertiser agree:

1. Advertising commitment in

- Cityview
 Iowa Living magazines
 Iowa Momentum
 Relish
 Internet
 Electronic
 Events
 Custom publishing
 Other

Frequency Commitment 4 Color 4 Placement Charge
12 ads within a 12 mo. period @ \$ _____ /ad % _____ Fee / Position
 to begin on July, 2013

Center Spread _____ Back Page _____ Full Page 1/2 Page _____
 1/4 Page _____ 1/8 Page _____ Other _____

Other Information _____

Inserts _____ page(s) within a _____ mo. period @ \$ _____ per thousand insert. Number of inserts _____

2. Advertising schedule

as listed below or attached

Date	Publication	Ad Size	Price	Date	Publication	Ad Size	Price
1. July	Windsor Heights	Full	\$ 525	13. _____	_____	_____	\$ _____
2. Aug	_____	_____	\$ _____	14. _____	_____	_____	\$ _____
3. Sept	_____	_____	\$ _____	15. _____	_____	_____	\$ _____
4. Oct	_____	_____	\$ _____	16. _____	_____	_____	\$ _____
5. Nov	_____	_____	\$ _____	17. _____	_____	_____	\$ _____
6. Dec	_____	_____	\$ _____	18. _____	_____	_____	\$ _____
7. Jan	_____	_____	\$ _____	19. _____	_____	_____	\$ _____
8. Feb	_____	_____	\$ _____	20. _____	_____	_____	\$ _____
9. Mar	_____	_____	\$ _____	21. _____	_____	_____	\$ _____
10. April	_____	_____	\$ _____	22. _____	_____	_____	\$ _____
11. May	_____	_____	\$ _____	23. _____	_____	_____	\$ _____
12. June	_____	_____	\$ _____	Total investment		\$ 6,300.	

3. Payment Terms (All new customers must pre-pay until credit is approved.)

- Prepaid check attached If billing address is different than below.
 To pay within 30 days with approved credit after invoice
 VISA/Mastercard _____
 Exp. Date _____ 3-Digit Security Code _____

If account balance exceeds 90 days past due, the entire balance may be charged to this credit card.

4. Conditions

A. The rates to be charged by the Publisher for space used by the Advertiser will match the terms of this agreement; applicable discounts and the terms and conditions of this Agreement shall be those contained herein only. Such rates, discounts, terms and conditions are subject to revisions. The Advertiser may, by written notice to the Publisher, terminate this contract on either (a) the effective date of such revision or (b) ten days after the Advertiser has received notice of such revision, whichever is later, without liability for unused space and without short rate. If the Advertiser does not terminate this Agreement, then upon the effective date of such revision, the rates, discounts, terms and conditions of this Agreement shall be those contained herein and in a new revised rate card.

B. All new Advertisers must pay cash in advance until credit is established with the Publisher. Once credit is established, the Advertiser agrees to pay for advertising upon receipt of invoice. Payment will become past due 30 days thereafter. If, at any time, the Publisher determines that the financial responsibility of the Advertiser is not satisfactory, the Publisher can require cash or check in advance. A service charge of 18% per year will be charged on all accounts past due. Fifty dollars will be charged for all returned checks. Advertisers with past due balances more than 90 days may be sent to a collection agency, small claims court or other options to ensure payment.

C. The number of ads specified in the frequency contract identified in paragraph 1 must be scheduled and run within that frequency period. If the terms of the frequency agreement are not met, the Publisher reserves the right to bill the Advertiser at the adjusted rate, according to the actual advertising space used.

D. The Publisher may terminate this Agreement if the Advertiser fails to pay any amount when due or otherwise fails to perform in accordance with this Agreement; and, in the event the Publisher so terminates the Agreement, the Advertiser, upon being billed by the Publisher, shall promptly pay for space actually used during the contract period based on the Advertiser's actual performance at the applicable contract rates in effect when space was used.

E. To induce BGUM to approve this credit application and purchase agreement and in consideration of its so doing, we, the undersigned, do hereby jointly, severally and personally guarantee the above Individual Corporation or Partnership Purchasers full performance of said Purchase Agreement and hereby agree to indemnify BGUM against all damages, loss, expense (including Attorney fees) and/or liability sustained by BGUM by reason of, or related to, the above Purchasers failure to perform or to pay when due, charges incurred in accordance with the above Agreement. The above Purchase Agreement may be modified by BGUM and the Purchaser executing same without notice to the undersigned and without affecting the Indemnity and Guarantee. BGUM may enforce this Agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the aboved named Purchaser.

F. No specified page or position is guaranteed (unless noted in paragraph 1).

G. The Advertiser shall defend and indemnify the Publisher against any claim or liability established against the Publisher by reason of the publication of any advertisement or any part thereof submitted by or published at the direction of the Advertiser. All advertising matter submitted by the Advertiser is subject to the approval of the Publisher, who reserves the option to insert above or below any copy the word "advertisement." If no space is available, the Publisher shall be relieved of all obligations to publish, and of all liability for failure to publish, such advertisement. All approved copy shall be published at the date specified by the Advertiser. The liability of the Publisher for failure to publish an advertisement in the issue specified shall be limited to publishing the advertisement in a subsequent issue.

H. The Publisher shall not be liable for slight changes or typographical errors which do not lessen the value of the advertisement. In the event of an error in an advertisement for which the Publisher is liable, its liability shall be limited to (a) republishing the advertisement or (b) refunding such proportion of the entire cost of the advertisement as the space occupied by the error bears to the whole space occupied by such advertisement, whichever the Publisher elects.

I. Every attempt will be made by the Publisher to hold events as planned regardless of weather or unforeseen incidents. Due to substantial pre-event promotion, event sponsors will be held accountable for payment regardless of outcome of event.

5. Authorization

Advertiser

Date _____
Company Name City of Windsor Heights
Company Phone _____ Fax _____
Address 1133 66th St.
City Windsor Heights State IA ZIP 50324
Name (PRINT) _____ Title _____
Signature _____
E-mail address _____

Publisher

Big Green Umbrella Media, Inc.
414 61st Street, Des Moines, Iowa 50312
Phone **515-953-4822** Fax **515-953-1394**
Account Exec. Jelene Goodman Date _____
Sales Manager _____ Date _____
Publisher _____ Date _____

Contract not valid until signed by all parties.