



## REQUEST FOR BOARD ACTION

ITEM NO. 9.

**DATE OF MEETING:** July 11, 2011

**REQUESTED BY:** Melinda Knoerzer Administrative Assistant

**SHORT TITLE:** Resolution Approving Legal Advertising Contracts with the Pender Post and the Topsail Voice and Authorizing Purchase Orders: \$7,000 and \$8,500 Respectively

**BACKGROUND:** Since 2001 the County has combined all legal and non-legal county advertising together under one masthead entitled "Pender County Government News". These advertising services were bid initially in 2001 and subsequently re-bid in 2004 and 2007. Once again, both the Pender Post and Topsail Voice have agreed to hold their pricing due to the present economic climate.

Funds have been budgeted for this expenditure and staff recommends approval.

**SPECIFIC ACTION REQUESTED:** The Pender County Board of Commissioners is requested to approve contracts with the Pender Post and the Topsail Voice and to authorize purchase orders in the amounts of \$8,320 and \$7,000 respectively for legal advertising services for FY 2011/2012.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

RB  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

contracts and purchase orders for legal advertising for FY 2011/2012 are approved as follows:

Pender Post	\$8,500
Topsail Voice	\$7,000

The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

Account # 420-402600      \$15,500

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman      07/11/11  
Date

\_\_\_\_\_  
ATTEST      07/11/11  
Date

# The Pender Post

201 A. West Fremont Street  
P.O. Box 955, Burgaw, N.C., 28425  
Ad email: [postgraphics@thependerpost.com](mailto:postgraphics@thependerpost.com)  
Phone: (910) 259-9111 Fax: (910) 259-9112

## Contract insertion order

(complete one for each ad change)

The following ad(s) will be placed pursuant to an agreement made the 23<sup>rd</sup> day of June, 2011, between Pender Publishing Company, Inc., doing business as *The Pender Post*, and the following advertiser: (print or type)

Name: Pender County Government Authorized agent: Melinda Knoerzer

Billing address: P.O. Box 5, Burgaw, N.C., 28425

Phone: (910) 259-1260 Fax: (910) 259-1579 Email: knoerzernk@pender.county.com

### Specific instructions for ad(s)

Size: 4.8"

Run Dates: July 1, 2011 through June 30, 2012

The following three questions are for volume and bulk contracts only:

Total number of column inches this insertion fulfills: 2496 Balance to be used 2496

Copy content:

Email weekly ads to Katie Cromartie at [postgraphics@thependerpost.com](mailto:postgraphics@thependerpost.com). Standard ad is 6 columns wide by 7 inches (42) plus 6 inches add space free if needed weekly. Additional column inches billed at \$5.00 per column inch.

\$160.00 x 52 weeks = \$8,320.00

Price includes weekly affidavits

Payment terms:  Prepaid;  Bill address above;  Charge account below

Color: No Proof requested No  
Guaranteed placement: Legal page  
Tearsheet requested: \_\_\_\_\_  
Cost per ad: \$160.00 per week Total this  
insertion: \$8,320.00 per year \_\_\_\_\_

Charge  monthly  full cost one time  
 Visa  Mastercard  Discover  
Name on card: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account # \_\_\_\_\_  
Expiration date: \_\_\_\_\_  
Authorized signature: \_\_\_\_\_

Authorized agent for advertiser \_\_\_\_\_ Date: \_\_\_\_\_

J. Wayne  
Authorized agent for *The Pender Post* Date: 6/23/11

# Topsail Voice

Customer: Pender County Government  
First Ad Run Date: 7/1/11 Contract End Date: 6/30/12

Hampstead Crossing Shopping Center • 14886 US Hwy 17  
PO Box 880 • Hampstead, NC 28443 • Phone: (910)270-2944  
Fax: (910)270-9315 • Email: tvoiceadvertising@charter.net

## TOPSAIL VOICE ADVERTISING AGREEMENT

In consideration of the rates set forth below, the Advertiser authorizes **Hampstead Publishing, LLC.**, as Publisher, to publish advertising for a period of: 1 year

on the following basis:  General Display  Classified Display Minimum space of: 1,300 inches  
at a cost of \$ 4.18 per  Column Inch  Insertion subject to the following terms and conditions:

### Additional Charges:

1) Color -  Spot  Process \$ \_\_\_\_\_

2) Other (specify) - \_\_\_\_\_ \$ \_\_\_\_\_

*No charge for affidavits requested at time ads are placed. Affidavits requested at a later date will be \$5.00 each. Replacement affidavits will be \$20.00 each.*

Total Charges: \_\_\_\_\_

Total Cost per Issue: Depends on inches run.  
(based on minimum run)

This document, and current rate sheet in effect at date of signing, contain the entire agreement between the parties with respect to this transaction, and all written and oral agreements with respect to subject matter are hereto merged in this agreement. No change, amendment, qualification or cancellation of this agreement, will be effective unless in writing and executed on behalf of the parties hereto by their duly authorized representatives. Hampstead Publishing, L.L.C. reserve the right in its sole discretion to reject or disapprove any advertising copy in accordance with any standards Publisher may have, or adopt in the future. If Advertiser fails to provide new ad copy for continually contracts, Publisher may insert appropriate copy, of the minimum size specified above, until new ad copy is furnished. Publisher shall not be responsible or liable for any loss or damage arising to Advertiser, or any other party, other than the cost of the advertisement, by reason of non-publication, delay or interruption in publication. Publisher shall not be liable to Advertiser for incidental, consequential, punitive or lost profit damages. Publisher's liabilities for errors are limited to that portion of the advertisement (FIRST RUN ONLY) in which the error occurs, and to the column inch of that portion only. It is the sole responsibility of the Advertiser to obtain the copyright and trademark licenses necessary for publication of all copy provided by the Advertiser. The Advertiser shall be responsible for the defense of any copyright or trademark infringement claim or suit, including the payment of all legal defense costs through one or more levels of appeal, arising out of advertising copy provided by Advertiser, and shall be liable for the satisfaction of any judgement entered for a copyright or trademark violation. Contract rates apply for all lineage up to maximum in each category, failure of Advertiser to fulfill contract will result in charge of earned rate for lineage used.

### FOR THE ADVERTISER :

By: \_\_\_\_\_

Date: \_\_\_\_\_

For: Pender County Government

Phone: 910 259-1527

E-mail: on file

Fax: 910 259-1579

Address: on file

### FOR THE PUBLISHER (Hampstead Publishing):

By: Michelle Charles

Date: 6/2/11

**Terms:** Net from date of invoice. After 30 days, a 1.5% late fee per month will be assessed on any unpaid balance. Any account in arrears 60 days from invoice date may lose all discounts and be re-billed at open rate. New advertisers are required to pay 2 weeks prepayment prior to publication until credit is established. Courtesy credit will be extended thereafter as long as account remains current.

I have received a current rate sheet dated \_\_\_\_\_ (Initial) \_\_\_\_\_

White: Accounting

Yellow: File

Pink: Customer