

**Amendment to Contract
Annual Requirements for
Transit Advertising Service
Bid No. 12-237
City of Lincoln
Responsibility Change**

This Amendment is hereby entered into by and between Houck Transit Advertising, 4610 Milton St. North, St. Paul, MN 55126 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated December 3, 2013, under Resolution No. 87113, (the "Contract"), for The Annual Requirements for Transit Advertising Services, RFP No. 12-237, which is made a part hereof by this reference.

WHEREAS, the City is requesting the Contractor to initiate and manage a Contract for radio advertising on one of the three full size buses listed in Section 1.3 of the Specifications according to Exhibit A attached effective April 1, 2015 which outlines the responsibilities of the Advertiser and StarTran.

WHEREAS, The Contractor will not charge a commission fee or any other fee to the Advertiser or City for initiating and managing this Contract.

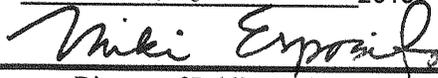
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. 87113, and stated herein the parties agree as follows:

- 1) The City is requesting the Contractor to initiate and manage a Contract for radio advertising on one of the three full size buses listed in Section 1.3 of the Specifications according to Exhibit A attached effective April 1, 2015 which outlines the responsibilities of the Advertiser and StarTran.
- 2) The Contractor will not charge a commission fee or any other fee to the Advertiser or City for initiating and managing this Contract.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

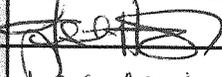
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>20th</u> day
of <u>March</u> 2015

Director of Public Works

Supplier, please fill out below. Mail back to our office; a faxed copy is not acceptable.

Company Name:	Houck Transit Advertising
By: (Please Print)	Justin Houck
By: (Please Sign)	
Title:	President
Contact Person for this contract	Justin Houck
Company Address:	4610 Milton St. W St. Paul MN 55126
Company Phone & Fax:	651-488-8933 / 651-488-7620
E-Mail Address:	Justin@houckadvertising.com
Date	2-23-15

In exchange for the exterior and interior advertising space, Digity, hereinafter referred to as Advertiser, shall provide radio advertisements on any Digity owned radio station with a minimum value of \$2,000 per month; for a yearly total of at least \$24,000. The target audience for radio spots is Adults 18-34 and Adults 35+. StarTran has the option to advertise on any of the stations owned by Digity.

Advertiser may use the wrapped bus one time free of charge for billboard use per year. Use of the wrapped bus for this purpose, would be between 8a-4:30p Monday-Friday. If use of the wrapped bus is needed for additional events, the cost would be \$150.00 per hour between 8a-4:30p Monday-Friday; and \$250.00 per hour between 4:30p-midnight Monday-Friday, or for use on a Saturday or Sunday. (There is a 3-hour minimum charge, with an additional hour added for costs & time for bus & driver delivery to and from event). Advertiser understands that vehicle will not be used for the transport, or boarding, of any persons while being used for on-site billboard promotion, and that vehicle will only be driven by a StarTran employee.

Advertiser shall be allowed interior bus card advertising space (11" x 28") in the designated wrapped bus for the term of the agreement. Advertiser shall pay for the production of such signs and follow all guidelines as listed above for advertising.

Either party may terminate this agreement if the other party fails or neglects to do, or perform, or observe any of the duties, conditions, or covenants contained herein on its part to be kept or performed and such failure or neglect continues for a period of not less than thirty (30) days written notice thereof.

All body work, painting and placement of graphics, including restoration upon termination, shall be performed by an independent contractor, to be completed within ten (10) calendar days. Advertiser shall be solely responsible for paying all costs for transportation, painting, placement of graphics and restoration required herein.

To the fullest extent permitted by law, the Advertiser shall indemnify, defend and hold harmless the City, its agents, and employees from and against claims, damages, losses or expenses including, but not limited to, attorney's fees, arising out of, resulting from, or related to this agreement that results in any claim for damage whatsoever including, without limitation, any bodily injury, sickness, disease, death, or injury to or destruction of tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by the Advertiser or anyone directly or indirectly employed by the Advertiser, or anyone for whose acts any of them may be liable.

This section shall not require the Advertiser to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City.

**Billboard use means parked. For visual advertising only. Bus will be closed and no one is to be on board the bus. All wrapped bus use would need to be arranged with Kitty Elliott, Marketing for StarTran, at (402) 441-8469.*

StarTran bus wrap agreement.

Digity, hereinafter referred to as Advertiser, and the City of Lincoln, hereinafter referred to as StarTran, shall exchange radio advertising for a bus wrap and other advertising on a selected bus in the StarTran fleet. The wrapped bus assignments rotate randomly on all routes at any time, as designated by StarTran. The Advertiser shall communicate directly with Kitty Elliott, Marketing Coordinator (402) 441-8469, for StarTran, or Designee, regarding wrap, interior signage, promotional use or any other questions regarding this Agreement. Houck Transit Advertising is the designated agent for this Agreement and will initiate and monitor the contract for StarTran. Houck Transit Advertising will not receive any compensation for the initiation or monitoring of this contract without prior written approval by StarTran.

StarTran shall provide the Advertiser exclusive advertising on the exterior of a full-sized bus in the form of a vinyl wrap. Advertiser is responsible for the production costs of such wrap, not to be part of the advertising trade for space on the bus. Advertiser shall pay for any maintenance costs of the paint and graphics on the exterior of the bus. In the event that the designated StarTran vehicle is involved in an accident resulting in damage or destruction of said vehicle, it shall be the responsibility of StarTran to replace the painting and graphics on the vehicle.

Advertising artwork for the exterior and interior of the bus must be approved by StarTran prior to installations. Installation of graphic wraps to be done on StarTran property. Wrap installation must be done by StarTran approved Vendor, utilizing StarTran approved wrap materials.

Wrap or interior advertising NOT acceptable, to include but not limited to:

- a) Any advertising prohibited by federal, state or local law.
- b) Feminine hygiene products or contraceptives of any kind or nature.
- c) Advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books or other materials, exhibitions, or performances of a sexually explicit nature.
- d) Advertising that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste.
- e) Advertising copy which is contrary to the best interest of the transit system or which may result in public criticism of the transit system or transit advertising.
- f) Advertising which could reasonably be deemed to be slanderous or libelous, or advertising which is directed at a particular individual, group or organization, or advertising of a politically controversial nature.
- g) Advertising of or relating to: beer, wine, alcoholic liquors and tobacco products.
 - 1) Advertising of a promotional event such as a concert, show or other events that are sponsored or promoted by a beer, wine, alcoholic liquors or Tobacco Company is allowed.
 - 2) Promotional event advertising by these companies may include the company name, brand and a slogan but no photos of the product itself.
- h) Advertising by or on behalf of any candidate for political office, or relating to any ballot issue, or relating to any other issue of a political nature whereby the advertiser attempts to influence public opinion.
- i) Advertising which appears as if StarTran or the City of Lincoln endorses or approved in any way of the advertising itself or of any subject of such advertisements.
- j) Any ad as the Mayor or sitting city council may prohibit.

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
TRANSIT ADVERTISING SERVICES
Bid No. 12-237**

This Amendment is hereby entered into on this 14 day of May, 2014 by and between **Houck Transit Advertising, 4610 Milton St. North, St. Paul, MN 55126** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated December 3, 2013, under Resolution No. 87113, (the "Agreement"), for The Annual Requirements for Transit Advertising Services, RFP No. 12-237, which is made a part hereof by this reference.

WHEREAS, this amendment will reduce the advertising payments to StarTran based on the reduction of fleet buses eligible for advertising from 59 to 54 in 2014, and from 54 to 50 in 2015. The reduction in the annual guarantee is equal to the same percentage of the reduction in fleet size and available advertising space. An 8% reduction in 2014 to \$124,200 per year. A 7% reduction in 2015 & 2016 to \$115,506 per year. Then an increase of 4% to \$120,319 per year for the last year of the contract. See Attachment A for compensation schedule.

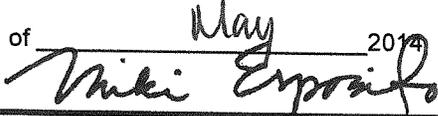
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) This amendment will reduce the advertising payments to StarTran based on the reduction of fleet buses eligible for advertising from 59 to 54 in 2014, and from 54 to 50 in 2015, The reduction in the annual guarantee equal to the same percentage of the reduction in fleet size and available advertising space. An 8% reduction in 2014 to \$124,200 per year. A 7% reduction in 2015 & 2016 to \$115,506 per year. Then an increase of 4% to \$120,319 per year for the last year of the contract. See Attachment A for compensation schedule.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>20th</u> day	
of <u>May</u> 2014	
	
Director of Public Works	

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Houck Transit Advertising
By: (PLEASE PRINT)	Justin Houck
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	4610 Milton St. W St. Paul MN 55126
Company Phone & Fax: (PLEASE PRINT)	651-488-8933 (F) 651-489-7620
E-Mail Address: (PLEASE PRINT)	justin@houckads.com
Date	5/14/14

Illinois Iowa Kansas Louisiana



Minnesota Missouri Nebraska Wisconsin

April 18, 2014

In response to StarTran's desire to amend the advertising contract to reduce the fleet of buses from 59 to 54 in 2014, and from 54 to 50 in 2015, we would like to request a reduction in the annual guarantee equal to the same percentage of reduction in fleet size and available advertising space.

An 8% reduction when the first 5 new buses arrive in 2014 to \$124,200 per year.

Another 7% reduction when the next 4 new buses arrive in 2015 & 2016 to \$115,506 per year.

Then an increase of 4% to \$120,319 per year for the last year of the contract.

See compensation schedule below:

BUS ADVERTISING COMPENSATION SCHEDULE

FIVE YEAR CONTRACT	GUARANTEED AMOUNT PER YEAR	MONTHLY AMOUNT PER YEAR	BUS PERCENTAGE AMOUNT	SHELTER PERCENTAGE AMOUNT
YEAR ONE: 1/13-12/13	\$130,000.00	\$10,833.00	50%	40%
YEAR TWO: 1/14-12/14	\$124,200.00	\$10,350.00	50%	40%
YEAR THREE: 1/15-12/15	\$115,506.00	\$9,625.50	50%	40%
YEAR FOUR: 1/16-12/16	\$115,506.00	\$9,625.50	50%	40%
YEAR FIVE: 1/17-12/17	\$120,319.00	\$10,026.58	50%	40%

The shelter list as agreed upon is also attached but reflects no changes in the shelter amount.

All other provisions of the contract would remain in effect.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Houck".

Tom Houck, VP

Houck Transit Advertising

Five Year Contract	Old Guaranteed Amount Per Year	New Guaranteed Amount Per Year	Difference \$\$	Difference %	Old Monthly Amount Per Year	New Monthly Amount Per Year	Bus % Amount	Shelter % Amount
Year One: 1/2013-12/2013	130,000				10,833		50%	40%
Year Two: 1/2014-12/2014	135,000	124,200	-10,800	-8%	11,250	10,350	50%	40%
Year Three: 1/2015-12/2015	135,000	115,506	-19,494	-15%	11,250	9,625	50%	40%
Year Four: 1/2016-12/2016	135,000	115,506	-19,494	-15%	11,250	9,625	50%	40%
Year Five: 1/2017-12/2017	140,000	120,319	-19,681	-15%+4%	11,667	10,026.58	50%	40%

Houck advertising contract amendment

SHELTER ADDRESS	SIGNAGE AVAILABLE	NO SIGNAGE	LOCATION FOR SIGNAGE ON SHELTER
11 th & N - NW side (3 shelters)		X	
9 th & J (west side)	X		Departure side
14 th & R - on 14 th east side	X		Departure side only
14 th & R - on R north side	X		Departure side only
14 th & R south side	X		Departure side only
14 th & M		X	
14 th & O		X	
13 th & Q		X	
17 th & South	X		Departure side
27 th & O	X		Departure side
25 th & O	X		Departure side only
10 th & South		X	
13 th & South		X	
N. 27 th (@ Ctr for People In Need)	X		At the center in front of Voc Rehab
27 th & Old Dairy Rd	X		Departure side
Holdrege & Idylwild (north side)	X		Departure side
Holdrege & N. 42 nd	X		Departure side
N. 66 th & Holdrege	X		East & West ends
33 rd & Holdrege		X	
70 th & Vine		X	
62 nd & Havelock (north side)	X		Departure side
Fremont & Touzalin		X	
48 th & Bancroft		X	
48 th & Woodland	X		Departure side
11 th & Cornhusker	HAS BEEN PERMANENTLY REMOVED		
66 th & Vine	X		Departure side
N. 27 th & Fletcher (just west of 27 th)	X		Departure side

Municipal Services Ctr. (901 W. Bond)	X		Departure side
47 th & Randolph	X		Departure side
County Corrections (3801 W. O)	X		Departure side
17 th & J	X		Departure side
19 th & A	X		Departure side

21 Sign Locations

2014 shelter signage list

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
TRANSIT ADVERTISING SERVICES
Bid No. 12-237**

This Amendment is hereby entered into on this 30 day of July, 2013 by and between **Houck Transit Advertising, 4610 Milton St. North, St. Paul, MN 55126** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated December 3, 2013, under Resolution No. 87113, (the "Agreement"), for The Annual Requirements for Transit Advertising Services, RFP No. 12-237, which is made a part hereof by this reference.

WHEREAS, The City is requesting the Contractor to initiate and manage an agreement for radio advertising on one of the three full size buses listed in Section 1.3 of the Specifications. The City will attach Exhibit A to this amendment which outlines the responsibilities of the Advertiser and StarTran.

WHEREAS, The Contractor will not charge a commission fee or any other fee to the Advertiser or City for initiating and managing this agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The City is requesting the Contractor to initiate and manage an agreement for radio advertising on one of the three full size buses listed in Section 1.3 of the Specifications. The City will attach Exhibit A to the original contract which outlines the responsibilities of the Advertiser and StarTran.
- 2) The Contractor will not charge a commission fee or any other fee to the Advertiser or City for initiating and managing this agreement.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 14th day
of August 2013
Miki Exposito
Director of Public Works

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 30 day of July, 2013

Company Name: (PLEASE PRINT)	Houck Transit Advertising
By: (PLEASE PRINT)	Justin Houck
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	41610 Milton St. W
Company Phone & Fax: (PLEASE PRINT)	651-488-8933 - 651-489-7620 (F)
E-Mail Address: (PLEASE PRINT)	Justin@houckads.com

In exchange for the exterior and interior advertising space, Advertiser shall provide radio advertisements on at least two FM radio stations with a minimum value of \$1,750 per month; for a yearly total of at least \$21,000. Breakdown of advertising based on current average rate, not less than 525 (30-sec) (average rate of \$40) or 420 (60-sec) (average rate of \$50) spots running M-Sun. 6a-7p. The target audience for these radio spots are Adults 18-34 and Adults 35+. StarTran has the option to advertise on any of the stations owned by the Advertiser.

Advertiser may use the wrapped bus one time free of charge for billboard* use one time per year. Use of the wrapped bus for this purpose, would be between 8a-4:30p Monday-Friday. If use of the wrapped bus is needed for additional events, the cost would be \$150.00 per hour between 8a-4:30p Monday-Friday; and \$250.00 per hour between 4:30p-midnight Monday-Friday, or for use on a Saturday or Sunday. (There is a 3-hour minimum charge, with an additional hour added for costs & time for bus & driver delivery to and from event). Advertiser understands that vehicle will not be used for the transport, or boarding, of any persons while being used for on-site billboard promotion, and that vehicle will only be driven by a StarTran employee.

Advertiser shall be allowed interior bus card advertising space (11" x 28") in the designated wrapped bus for the term of the agreement. Advertiser shall pay for the production of such signs and follow all guidelines as listed above for advertising.

Either party may terminate this agreement if the other party fails or neglects to do or perform or observe any of the duties, conditions, or covenants contained herein on its part to be kept or performed and such failure or neglect continues for a period of not less than thirty (30) days written notice thereof.

All body work, painting and placement of graphics, including restoration upon termination, shall be performed by an independent contractor, to be completed within ten (10) calendar days. Advertiser shall be solely responsible for paying all costs for transportation, painting, placement of graphics and restoration required herein.

To the fullest extent permitted by law, the Advertiser shall indemnify, defend and hold harmless the City, its agents, and employees from and against claims, damages, losses or expenses including, but not limited to, attorney's fees, arising out of, resulting from, or related to this agreement that results in any claim for damage whatsoever including, without limitation, any bodily injury, sickness, disease, death, or injury to or destruction of tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by the Advertiser or anyone directly or indirectly employed by the Advertiser, or anyone for whose acts any of them may be liable.

This section shall not require the Advertiser to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City.

**Billboard use means parked. For visual advertising only. Bus will be closed and no one is to be on board the bus. All wrapped bus use would need to be arranged with Kitty Elliott, Marketing for StarTran, at (402) 441-8469.*

StarTran bus wrap agreement

Three Eagles Communications, hereinafter referred to as Advertiser, and the City of Lincoln, hereinafter referred to as StarTran, shall exchange radio advertising for a bus wrap and other advertising on a selected bus in the StarTran fleet. The wrapped bus assignments rotate randomly on all routes at any time, as designated by StarTran. The Advertiser shall communicate directly with Kitty Elliott, Marketing Coordinator (402) 441-8469. for StarTran or Designee, regarding wrap, interior signage, promotional use or any other questions regarding this Agreement. Houck Transit Advertising is the designated agent for this Agreement and will initiate and monitor the contract for StarTran. Houck Transit Advertising will not receive any compensation for the initiation or monitoring of this contract without prior written approval by StarTran.

StarTran shall provide the Advertiser exclusive advertising on the exterior of a full-sized bus in the form a vinyl wrap. Advertiser is responsible for the production costs of such wrap, not to be part of the advertising trade for space on the bus. Advertiser shall pay for any maintenance costs of the paint and graphics on the exterior of the bus. In the event that the designated StarTran vehicle is involved in an accident resulting in damage or destruction of said vehicle, it shall be the responsibility of StarTran to replace the painting and graphics on the vehicle.

Advertising artwork for the exterior and interior of the bus must be approved by StarTran prior to installation. Installation of graphic wrap to be done on StarTran property. Wrap installation must be done by StarTran approved Vendor, utilizing StarTran approved wrap materials.

Wrap or interior advertising NOT acceptable, to include but not limited to:

- a) Any advertising prohibited by federal, state or local law.
- b) Feminine hygiene products or contraceptives of any kind or nature.
- c) Advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books or other materials, exhibitions, or performances of a sexually explicit nature.
- d) Advertising copy that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste.
- e) Advertising copy which is contrary to the best interest of the transit system or which may result in public criticism of the transit system or transit advertising.
- f) Advertising which could reasonably be deemed to be slanderous or libelous, or advertising which is directed at a particular individual, group or organization, or advertising of a politically controversial nature.
- g) Advertising of or relating to: beer, wine, alcoholic liquors and tobacco products.
 - 1) Advertising of promotional events such as concerts, shows or other events that are sponsored or promoted by a beer, wine, alcoholic liquors or tobacco company is allowed.
 - 2) Promotional event advertising by these companies may include the company name, brand and a slogan but no photos of the product itself.
- h) Advertising by or on behalf of any candidate for political office, or relating to any ballot issue, or relating to any other issue of a political nature whereby the advertiser attempts to influence public opinion.
- i) Advertising which appears as if StarTran or the City of Lincoln endorses or approves in any way of the advertising itself or of any subject of such advertisements.
- j) Any ad as the Mayor or sitting City Council may prohibit.

A-87113

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Transit Advertising Services
RFP Number 12-237**

**Houck Transit Advertising
4610 Milton St. North
St. Paul, MN 55126
651-488-8933**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between Houck Transit Advertising, 4610 Milton St. North, St. Paul, MN 55126, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Transit Advertising Services, RFP Bid No. 12-237** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will receive revenue from advertisement sales as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance bond in the amount of \$5,000.00 shall be required for this contract. This bond shall remain in effect during the term of the contract as stated in the specifications.
6. Termination. This Contract may be terminated by the following:
 - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
7. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a five (5) year term with no renewals
9. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1 and 2
 4. Specifications
 5. Attachment A
 6. Federal Documents
 7. Performance Bond
 8. Instructions to Bidders
 9. Insurance Requirements
 10. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. AA 87113

dated 12-3-12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Houch Transit Advertising, Inc
Name of Organization

Corp
Type of Organization

4610 N. Milroy St. St. Paul, Mn 55126
(Address)

By: Thomas A. Aals, President
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Houck

TRANSIT ADVERTISING

Mr. Bob Walla
City of Lincoln

RE: Clarifications

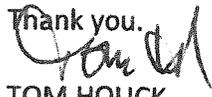
Dear Mr. Walla,

As per our meeting regarding the Transit Advertising RFP, I would like to make the clarifications that we spoke about.

1. Regarding Advertising Agency Commissions, the national standard agency commission is limited to 15% of the gross sales amount.
2. We will remove the language on the Compensation Schedule page that states "In the event there is a legally filed bankruptcy both parties will relinquish the amount".
3. Clarify the economic recession language. The standard government definition of a recession is a negative GDP lasting two consecutive quarters (6 months) or longer.

Please let me know if you need further clarifications.

Thank you.


TOM HOUCK
Houck Transit Advertising

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building		Building	
Bid Number	12-237 Addendum 2	Floor/Room	Suite 200	Floor/Room	
Title	Transit Advertising Services	Telephone	1 (402) 441-8309	Telephone	
Bid Type	RFP	Fax	1 (402) 441-6513	Fax	
Issue Date	08/24/2012	Email	rwalla@lincoln.ne.gov	Email	
Close Date	9/14/2012 12:00:00 PM CST				
Need by Date					

Supplier Information

Company	Houck Transit Advertising
Address	4610 Milton St. North St. Paul, MN 55126
Contact	Paul Houck
Department	
Building	
Floor/Room	
Telephone	1 (651) 488-8933
Fax	1 (651) 489-7620
Email	paul@houckads.com
Submitted	9/11/2012 4:02:35 PM CST
Total	\$0.00
Signature	

Supplier Notes

Bid Notes

A written and electronic response is required for this RFP.

Bid Activities

Date	Name	Description
8/30/2012 1:30:00 PM	Prebid Meeting - Startran Office 710 J St., Lincoln, NE. 1:30pm	A prebid meeting will be held at the StarTran office on the date and time listed. This will be the only time Vendors will have to look at the buses which will display the advertising.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Performance/Payment Bonds	I acknowledge that a Performance Bond in the amount of \$5,000.00 will be required with the signed contract upon award of this job.	Yes
7	Contact	Name of person submitting this bid:	Justin Houck
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent Six (6) copies of my proposal as requested in the Specifications.	Yes
10	Federal Documents	I have read and understand that Federal Documents attached to this RFP and agree to the terms stated in the documents. I also certify that my company is not on a Federal Debarment and Suspension list.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
12	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-237 for Transit Advertising Services for StarTran is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00



Houck

TRANSIT ADVERTISING

Transit Advertising Proposal for: Lincoln - StarTran

Houck Transit Advertising has worked exclusively in the bus advertising business since 1919, teaming with transportation companies across the country. For nearly a century, carriers like Twin City Lines, Greyhound and Trailways, as well as systems as varied as Los Angeles, San Francisco, Des Moines, Omaha, and Duluth have benefited from our wealth of expertise in all facets of transit advertising. Our experienced team of professionals will work to ensure that your advertising materials, pricing, installation and maintenance all exceed your exacting standards.

Unlike the emerging media conglomerates, our focus in mid-sized transit systems has afforded us unique insight into the needs of that specialized sector. Our transit partners have enjoyed unprecedented success under our advertising management, realizing substantial, reliable income payments, so much so that any of the below systems will gladly answer any inquiries regarding their experience with us.

With over 90 years of experience we are confident that our vast expertise will enable us to continue to grow and innovate well into the future. Our markets include:

Ames CyRide - 16 Years	Omaha Metro Transit - 15 Years
Beloit Transit System - 5 Years	Oshkosh Transit - 4 Years
Cedar Rapids Transit - 19 Years	Owatonna Transit - 1 Year
Clinton Municipal Transit - 5 Years	Rochester Public Transit - 78 Years
Danville Mass Transit - 4 Years	Saint Cloud Metro Transit - 3 Year
Decatur Public Transit - 7 Years	Saint Joseph Transit - 4 Years
Duluth Transit Authority - 19 Years	Sheboygan Transit - 4 Years
Eau Claire Transit - 16 Years	Springfield Transit - 6 Years
Faribault Transit - New	Stevens Point Transit - 7 Years
Fond du Lac Transit - 4 Years	Topeka Transit - 3 Year
HIRTA Transit - 1 Year	U of Iowa - Cambus - 4 Years
Hiawathland Transit - 1 Year	U of Nebraska - Lincoln - 5 Years
Independence Transit - New	Waterloo Transit Authority - 16 Years
Janesville Transit - 15 Years	Wausau Area Transit - 9 Years
Jefferson City Transit - New	Wichita Transit System - 6 Years
Johnson County Transit - 5 Years	Winona Transit System - 4 Years
Lincoln StarTran - 13 Years	

Further detailed information regarding our extensive history can be supplied upon request or found on our website at: www.houckads.com.



At Houck we are experts in selling transit advertising. This is not a secondary business and we do not represent or sell multiple mediums using transit as a portfolio enhancement. Transit advertising alone is our passion, as it has been for decades. Our sales staff is highly experienced and qualified to promote advertising on the StarTran buses to all types of potential advertisers, from the large advertising agencies looking for massive impact quickly to the local mom-and-pop type advertisers. We understand that we will be competing against broadcast, print, and other out-of-home mediums for valuable and often scarce media dollars. This is familiar territory for us, and we plan to continue to meet the challenge head-on.

We offer all transit advertising services in-house. We pride ourselves on making the entire process of advertising with us and our transit partners as simple and worry-free as it can possibly be. That simplification and ease is the reason that so many of our advertisers continue partnering with us for their advertising needs year after year. High customer satisfaction in turn helps us sell additional space, and leaves the community with a sense of pride surrounding their transit system.

Houck Transit Advertising is committed to continued revenue growth and use of transit advertising in the Lincoln market. With many years of experience, our sales people know how to cultivate new sales contacts and grow existing client relationships. Through the many transit systems we partner with, our sales associates have developed a wealth of knowledge and understanding in dealing with a wide range of advertisers – from small, local companies to large national advertisers.



Houck Transit Advertising utilizes a marketing philosophy and structure encompassing all aspects of our transit advertising business that has been developed and proven effective over our many years of successful transit advertising service. This is a team effort involving a number of highly skilled people constantly developing new and innovative approaches to maximize sales as well as to maintain the highest level of customer service. All of the principals are involved in day-to-day operations ensuring that Houck is committed to running a successful transit advertising program for StarTran. Owner and Vice President Paul Houck will continue to be the point person for StarTran. He will be responsible for the entire relationship, from negotiating the final contract, oversight of sales, design and installation of all signs, billing, collection and reporting.

Principals

Tom Houck:

President/Partner: Houck Transit Advertising 1995-Present
President/Owner: Houck Outdoor Advertising 1985-Present
General Manager/Account Executive: Houck Transit Advertising 1985-1995
Owner/President: Sun Control Products 1975-1985

Paul Houck:

Vice President/Partner: Houck Transit Advertising 1995-Present
President/Owner: National Recovery Services 1990-Present
Sales Manager/Account Executive: Houck Transit Advertising 1983-1995

Justin Houck:

Treasurer/Partner: Houck Transit Advertising 2006-Present
Partner: DBP Printing & Graphics 2010-Present
Account Executive: Houck Transit Advertising 2006-Present
Creative Director: Houck Transit Advertising 2000-2006

Sales Staff

ADAM MYSZEWSKI, ERIC ROSKY, JUSTIN HOUCK and JUSTIN LITT are dedicated solely to advertising sales and marketing. They will respond to all sales leads and seek new business locally while promoting advertising opportunities on StarTran buses to out-of-market media buyers and agencies. Adam brings over eight years of media buying and planning experience for Minneapolis agencies to our sales team, while Eric has been utilizing his marketing degree at Houck for seven years. Justin Houck started as our in-house designer in 1999 before moving into sales in 2006. In the fall of 2009, Justin Litt joined our sales team as an account executive. We are confident that our team will contribute significantly to the continued revenue growth to StarTran!

Design, Printing & Inventory

CHRIS JACOBSON is the company design and production manager. Houck Advertising has also recently added VERONICA HILL to the design team. Both Chris and Veronica work closely with clients and agencies to manage, direct and design all signs and wraps. This is an important function utilized by clients without access to design resources and is a great added value service that few others can provide. Under Chris's management, no advertising is installed without first having written approval from Chris and the client. Our design services will also be available to design bus advertising free of charge to staff at StarTran to assist in any self-promotion campaigns.

Houck Advertising utilizes two large format digital printers which give us the capability to produce all of our standard size signs as well as bus wraps in-house. Having this capability ensures that the products we are placing on the Lincoln buses is of the highest quality. Our vast experience in transit advertising has taught us that signs will quickly begin to deteriorate from daily bus washes and the elements if not properly produced. We understand that the appearance of the city's bus fleet is a high priority to the city and we guarantee that the signs we place on the buses will uphold the standards of StarTran.

Houck Advertising's Operations Manager NICK ERICKSON, and Lead Installer DUSTY FISHER, and new installer BRIAN STRATTON maintain inventory in each market. Once the signs are printed, Nick, Brian and Dusty mount, laminate and install the signs to ensure each client's ad campaign is accurately produced and installed. Houck is well versed in the workings of a transit garage and takes great care not to be a distraction or hindrance to the garage activities and personnel. We will always be flexible in working within their constraints to accomplish our work. You are welcome to call the shop foreman at any of the transit systems we work with to confirm our excellent record of working closely with transit personnel.

Accounting

AMY NENTWIG, the company office manager, maintains all records, contracts, billing and reporting. She is also responsible for verifying that all sales tax and withholding reports to the various states we work in are made on time. Additionally she ensures all payments and monthly client reports to all transit companies are correct and timely.



Agency Contact

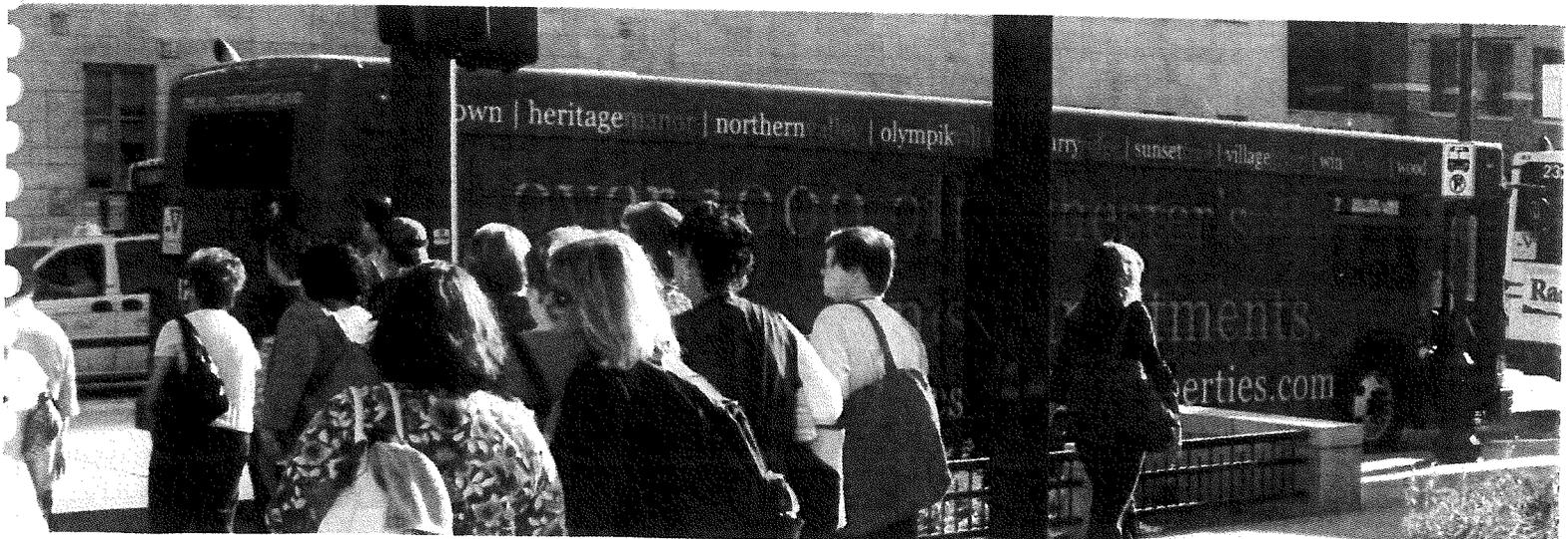
Our sales reps are in constant contact with the dozens of advertising agencies throughout the Midwest and beyond. It is important that the media planners and buyers at these agencies stay well informed on transit advertising opportunities, rates and inventory as their various planning cycles occur at various times throughout the year.

Cold Call Prospects

We are continuously and tirelessly working the phones, prospecting for sales. It is one of our most effective tools in solidifying our success. We will identify and contact the businesses that most often utilize transit advertising in our other markets – such as financial institutions, insurance and real estate companies, automotive, television and radio stations, health care, restaurants and educational institutions. By leveraging our experience with similar businesses, we can better convince prospects of future success. Our experience with a wide variety of clients has helped us develop a deep understanding of the needs and concerns inherent in every business category, and has allowed us to create advertising packages specifically tailored to the success of each.

Call-In Business

When potential advertisers call StarTran inquiring about bus advertising, they will be referred to Houck's main office to ensure that the prospective advertiser will immediately speak with a qualified representative. Houck maintains a toll free number, an online quote request form as well as various social media outlets to facilitate easy access for potential advertisers. A professional Houck sales representative will always be available to discuss the benefits of advertising on Lincoln buses. A Houck sales representative will provide a formal proposal, market information, reach & frequency numbers, space and production rates, and advise on available inventory. After completing the sale, the representative will secure a contract for space and begin the process of production.



Local Sales

Local business sales make up the backbone of a successful transit advertising program. Even though we are not based in Lincoln, we pride ourselves on establishing strong relationships with the local business community. Transit advertising offers local businesses a cost effective way to project their message throughout the local community while at the same time the money they spend helps the city offset the cost of operating. We have established a rate structure which enables local companies to utilize transit advertising as their main component in their marketing plans year after year.

Regional Sales

Houck Advertising currently operates transit advertising in 33 markets throughout the Midwest. We are constantly in contact with advertising agencies throughout Nebraska as well as the surrounding states regarding their client's marketing plans. Because of our large footprint throughout the Midwest we can attract state-wide and region-wide media buys that one market alone might have a harder time securing. A few of the regional clients we have recently secured for StarTran in the last 3 years include: Kaplan University, Tobacco Free Nebraska, Arby's, Jimmy John's Subs, Pinnacle Bank, Rent Ping, United Health Care

National Sales

National Sales Manager, Adam Myszewski, will work to keep national advertising agencies apprised of opportunities on the StarTran buses. We have recently signed an exclusive partnership with a Chicago based out-of-home sales organization that we use to reach larger, national clients. Much like regional clients, national advertisers look to target the largest area with the highest population to get their message out. In addition to our 33 exclusive markets we also partner with approximately ten additional markets to sell transit advertising throughout the Midwest. With our large concentration of transit systems in the Midwest we are able to attract more national business. Houck Transit Advertising gives StarTran the best opportunity to compete for ad dollars on a national level! Below is a short list of a few national advertisers that have utilized transit advertising through Houck.

AT&T	State Farm	Cost Cutters	U.S. Cellular
Blue Cross/Blue Shield	Pepsi	Wendy's	Sprint
Qwest Communications	Coca-Cola	Apple Computer	Wells Fargo
Time Warner	20th Century Fox	Arby's	Subway
ABC Television	Verizon	Jimmy John's	Burger King

Signature Wrap Options

Bus wraps represent the premium in out of home advertising. They offer our clients the high impact and high retention factor that is difficult to achieve in today's cluttered marketing place and because of this they also demand a premium rate. We realize that one of the ways to increase revenue to StarTran is to sell more bus wraps and signature options. One of the challenges we face in selling full bus wraps is the high cost to produce. Potential customers that may wish to utilize a full wrap can be turned off by the up front costs of up to \$7800. To help make it more affordable to our clients we consistently offer discounts, special pricing as well as even developing payment and financing plans to make it easier for our clients to purchase these item.

In order to allow clients with smaller advertising budgets to get the most out of their transit advertising we have developed other unique and impactful ways for our customers to reach their audience. Our half wrap, king kongs and king + headliner options allow our clients to generate the impact that they desire throughout Lincoln while keeping their costs down and generating more revenue for StarTran!

Strong Communities Project

Houck Transit Advertising in partnership with our transit systems would like to introduce a new program that we would like to bring to Lincoln called Strong Communities Project. We recognize that local not for profit organizations and government entities are an important aspect of everyday life for many people yet they usually lack the funds and advertising outlets to promote these important programs.

Our goal in developing the Strong Communities Project is to enhance the partnership between local not for profit organizations and public transit. Interior bus advertising is an outstanding way for not for profit organizations to create program awareness to its employees, volunteers, donors and patrons that utilize public transit every day. In turn, the advertising revenue generated from these interior signs is a way for StarTran to offset operating costs.

One of the challenges not for profits face is budget constraints, especially when it comes to getting their message out, that is why we are offering this program to local not for profit organizations for up to 50% off of our listed rate.

Ames CyRide Transit - 16 Years Ms. Sherie Kyras 515.292.1100	Janesville Transit - 15 Years Mr. Dave Mumma 608.755.3145	Springfield Mass Transit - 6 Years Frank Squires 217.522.6087
Beloit Transit System - 5 Years Ms. Michelle Gavin 608.364.2807	Johnson County Transit - 5 Years Mr. Chuck Ferguson 913.254.7521	Stevens Point Transit - 7 Year Ms. Susan Lemke 715.341.4490
Cedar Rapids Transit - 19 Years Mr. Brad Debrower 319.286.5567	Lincoln StarTran - 13 Years Mr. Larry Worth 402.441.7185	Topeka Transit - 3 Year Ms. Susan Duffy 785.233.2011
Clinton Municipal Transit - 5 Years Mr. Dennis Hart 563.242.3721	Omaha Metro Transit - 15 Years Ms. Linda Barritt 402.341.7560	U of Iowa - Cambus - 4 Years Mr. Brian McClatchey 319.335.8632
Danville Mass Transit - 4 Years John Metzinger (217) 444-3762	Oshkosh Transit - 3 Years Mr. David Vickman 920.232.5341	U of NE - Lincoln Transit - 4 Years Mr. Dan Carpenter 402.472.8445
Decatur Public Transit - 7 Years Mr. Richard Foiles 217.424.2820	Rochester City Lines - 78 Years Mr. Tony Knauer 507.328.2424	Waterloo Transit Authority - 16 Years Mr. Mark Little 319.234.5714
Duluth Transit Authority - 19 Years Mr. Dennis Jensen 218.722.4426	Saint Cloud Metro Transit- 3 Years Mr. Dave Tripp 320.251.1499	Wausau Transit - 9 Years Mr. Greg Seubert 715.842.9287
Eau Claire Transit - 16 Years Mr. Mike Branco 715.839.5112	Saint Joseph Transit - 5 Years Mr. Kurt Janisek 816.233.6700	Wichita Transit System - 6 Years Mr. Steve Ainsley 316.337.9477
Fond du Lac Transit - 4 Years Ms. Lynn Gillis 920.322.3622	Sheboygan Transit - 4 Years Ms. Traci Robinson 920.459.3287	Winona Transit - 5 Years Ms. Monica Monan 507.457.8200



October 19, 2004

To: Houck Motor Coach Advertising, Inc. ("Houck Motor Coach")
Thomas L. Houck, President
4610 N. Milton Street
St. Paul, MN 55126

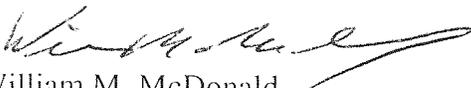
Re: Letter of Recommendation

Dear Thomas,

North Star Bank is pleased to provide you with a Letter of Recommendation on behalf of your company, Houck Motor Coach Advertising, Inc.

A historical review of your a Business Checking account, established in 1971, reflects an excellent history of deposit, cash balance and payment maintenance. Our records indicate that you have maintained this account in an exceptional manner and North Star Bank values your patronage. As a full-service community bank, North Star Bank places a high premium on maintaining working relationships with its business customers and you are a highly valued customer.

Sincerely,


William M. McDonald
Assistant Vice President



To Whom It May Concern:

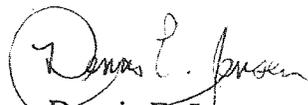
I have been informed by Mr. Richard Houck of Houck Motor Coach Advertising that his company is pursuing new advertising outlets throughout this area. Mr. Houck has requested a letter of recommendation from the Duluth Transit Authority which I am pleased to provide.

The Duluth Transit Authority (DTA) operates a fleet of 90 buses in the Duluth/Superior metropolitan area. Our annual ridership exceeds 4.5 million passengers and we recover approximately 45% of our \$7 million budget from system revenues. An important contributor to these revenues is the agreement the DTA maintains with Houck Motor Coach Advertising for the sale of bus card advertising. The Houck Company has been under contract with the DTA since January 1990 and during this time, our revenues from advertising sales have increased 25% over sales by the previous contractor. A contributing factor to this increase has been the high degree of professionalism which the Houck Company has brought to the administration and sales of the bus advertising program.

While the sale of available advertising space is important to the success of the program, the professional production, mounting, and maintenance of signs and timely collection of advertising receipts assures a quality program. I am pleased to report that the Houck Company excels in all of the above categories. The available bus advertising space is consistently sold out with long term contracts. All signs produced are of a superior quality and material resulting in long term wear and lasting appearance even though every DTA bus is washed on a daily basis. Sold signs are posted as scheduled in customers' sales contracts. Very importantly, the DTA receives its share of advertising sales revenues in a timely manner. The personnel assigned to the Duluth operation keep the assigned work area in the DTA Maintenance Department in superior condition. All unused signs and materials are stored in a neat, orderly manner and the area is kept clean and free of litter.

The DTA prides itself for a high standard of professionalism and operational efficiency. The Houck Motorcoach Advertising Company is an excellent partner in this effort and I am pleased to make this recommendation on their behalf.

Sincerely,


Dennis E. Jensen
General Manager



METRO AREA TRANSIT

2222 Cuming Street, Omaha, Nebraska 68102-4392
(402) 341-7560 ■ Fax: (402) 342-0949 ■ TDD: (402) 341-0807

Owned by the Transit Authority, City of Omaha

November 8, 2006

To whom it may concern,

This letter is to attest to the professional, courteous and businesslike manner in which Houck Transit Advertising has performed for Metro Area Transit (MAT), in the capacity of bus advertising contractor.

MAT has had contracts with Houck, dating back to 1995. Our experience with Houck has been most favorable and increases in advertising revenues have clearly been one of the benefits. Additionally, our working relationship has always been positive in that Houck does all it can to assure the advertising function does not, in any way, interfere with operations.

Although Paul Houck has been our main point of contact, we have always found the entire Houck team to be most accommodating and sensitive to our needs.

I would have no reservation in recommending them to any transit system that is considering sub-contracting their bus advertising.

Sincerely,

A handwritten signature in black ink, appearing to read 'Curt A. Simon', written over a light blue horizontal line.

Curt A. Simon
Executive Director

Revenue After Agreement Termination

In order to insure a smooth transition after termination of the contract, the new vender will pay Houck Transit Advertising 25% commission on any advertising contracts that are in effect at that time until the contracts run out or for 12 months, which ever is longer. In the case of a contract that is on a month-to-month basis, the commission will not exceed 6 months.

StarTran Promotional Bus Wraps:

Houck Transit Advertising values its ongoing partnership with StarTran and the City of Lincoln. In addition to the proposed monthly revenue we would also like to offer to design, print and install one full bus wrap every two and a half years (2 wraps) at no cost to be used for StarTran promotion.

Value to StarTran:

Cost to produce bus wraps: \$7,800 each x 2 buses = \$15,600

We would also like to continue to print and install traditional signs for various StarTran programs at discounted rates!

Compensation Schedule

Contractor agrees to pay City the amount specified hereafter for the years so specified:

	Guaranteed Amount Per Year	Bus Percentage Amount	Shelter Percentage Amount
12 Months Year One:	<u>\$130,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Two:	<u>\$135,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Three:	<u>\$135,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Four:	<u>\$135,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Five:	<u>\$140,000</u>	<u>50%</u>	<u>40%</u>
Contract total:	<u>\$675,000</u>	<u>50%</u>	<u>40%</u>

- Houck will work with StarTran staff to determine which shelters would be available for advertising and the best method of attaching the advertising to the structure.
- Percentage payment shall be based on the amount billed less any agency commission, not the amount paid. In the event there is a legally filed bankruptcy both parties will relinquish the amount.
- Houck Transit Advertising reserves the right to renegotiate annual guarantee for circumstances happening beyond our control including: acts of God, labor strike, acts of terrorism, or economic recession lasting four quarters.
- Contractor will pay the minimum guaranteed amount or 50% of the gross bus advertising sales and 40% of the gross shelter sales, whichever is greater.
- Payments made monthly, guarantee amount is calculated annually.

4.11 - Required Reports

Each month Houck Transit Advertising will submit to StarTran a list of advertisers along with their monthly investment to review. In addition Houck Advertising will make relevant records available upon request at any time to StarTran personnel.

4.12 - Quality of Materials

Houck Transit Advertising prides itself on using the highest quality materials. When choosing materials to directly apply to buses we choose products that enhance our clients advertisements but also will not damage or remove paint from StarTran vehicles.

4.14 - National Sales Affiliation

As mentioned on page six, we have recently partnered with a Chicago based out-of-home media buying company that extends Houck Advertising's selling power throughout the country. It is an exclusive partnership that gives StarTran another advocate when competing for advertising dollars on a national level!