

***Napa Valley  
Publishing Company***

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**Attachment 4**

1615 Second Street • P.O. Box 150 • Napa, CA 94559 • 707-226-3711

June 27, 2012

City of Calistoga  
1232 Washington Street  
Calistoga, CA 94515

CITY OF CALISTOGA  
City Clerk

JUN 28 2012

RECEIVED

RE: City of Calistoga Request for Proposal for Legal Advertisement

Dear Ms. Amanda Davis, Deputy City Clerk

Enclosed is our Proposal for Legal Advertisements for the City of Calistoga.  
Please contact me for any information if needed. I can be reached by phone  
707-256-2274 or e-mail [nalessio@napanews.com](mailto:nalessio@napanews.com)

Thank you,

*Nona Alessio*

Nona Alessio, Classified Advertising Manager



**CITY OF CALISTOGA**

**REQUEST FOR PROPOSALS FOR**

**CITY-WIDE ADVERTISING**

**PRINTING/PUBLISHING SPECIFICATIONS**

**July 1, 2012 - June 30, 2013**

**INTRODUCTION**

The City of Calistoga (City) is soliciting proposals for the provision of official advertising services pursuant to Section 6000, et seq. for the City for a 12 month period, beginning July 1, 2012. Upon selection of the most qualified, cost effective and responsive adjudicated newspaper (Contractor), the City will execute a contract for services.

This Request for Proposal (RFP) describes the City's basic needs. You are encouraged to identify other services beyond these minimum required services which you can provide to address the City's needs and describe any progressive approaches that would reduce City costs and/or increase advertising efficiency and effectiveness.

**DESIGNATION**

During the period of this contract, the newspaper shall be known and designated as the "official newspaper of the City of Calistoga" as required by Government Code Section 6000, et seq.

**SCOPE**

The scope of services desired includes at a minimum the advertising by the City of Calistoga in accordance with State and local regulations: e.g. Sections 6000 through 6040 of the Government Code.

**TYPE OF LEGAL ADVERTISING**

Official legal notices for the City of Calistoga will consist of printing and publishing the following:

- 1) Ordinances
- 2) Public Hearing/Meeting notices
- 3) Formal bid notices
- 4) Election notices

### **COPIES OF ADVERTISEMENT**

During the term of the contract two Affidavits of Publication to the City Clerk within one week of the last publication of the item.

### **PUBLISHING**

#### **PUBLISHING SCHEDULE**

Advertisements and notices shall be placed in the body of the newspaper and shall be published for the number of days directed by the officer requiring such publication. Publishing of advertisements and other notices on a supplemental sheet to the newspaper will not be acceptable.

In the event that the newspaper that is awarded the advertising contract for the City of Calistoga is unable to publish on the date required by the City, the City may choose an alternative newspaper in order to meet publication deadline/requirements.

#### **ACCURACY OF PUBLISHING**

The Contractor shall submit a draft to be proofread by the respective City department. If errors are found after the sample proof has been checked, a revised corrected proof shall be submitted immediately to said department for approval prior to the publication of the printed advertisements or notices. All printing done hereunder that does not strictly comply with the copy or copies furnished shall be corrected and republished by and at the expense of the Contractor.

#### **NON-COMPLIANCE**

Contractor shall first proofread all printing done under this contract before submitting the same to the City for checking, and if upon checking by City errors are found, City may request a revised proof for approval before publication of the same by Contractor. In case it is necessary to republish due to the fault of the Contractor, no charge, or charges shall be made for the previous printing or publication, and should the same not be republished, no charge whatsoever shall be made to City thereof.

Contractor shall provide miscellaneous advertising requirements of the City. Contractor shall submit appropriate price list with the bid.

#### **LEGAL NOTICE TYPE REQUIREMENTS**

Unless otherwise directed by the City, all legal advertising shall be set at no larger than eight (8) point type.

**CITY-WIDE ADVERTISING**  
**GENERAL SPECIFICATIONS**

**PROPOSAL**

In the determination of awarding the contract, the City Council shall be the sole judge as to which bid best meets the needs and requirements of the City and its decision shall be accepted as final.

**CONTRACT**

A Professional Services Agreement with appropriate attachments is to be completed, signed, and dated by the Contractor. A current Calistoga Business License is to be in effect during the term of the contract. All insurance certificates as indicated in the attached professional services agreement must be submitted with the proposal.

This entire Request for Proposal, or any item(s) thereof, shall become part of the contract upon its acceptance by the City Council of the City of Calistoga. The complete contract shall consist of the Notice Inviting Request for Proposals, the entire Proposal (including Specifications), or any item(s) thereof, addenda. Additional provisions will be added to the final contract consistent with this notice. Contractor will be provided with a copy of the executed contract.

**TERM OF CONTRACT**

The term of any contract awarded pursuant hereto shall be from July 1, 2012 through June 30, 2013.

**ELECTRONIC DELIVERY**

Contractor shall have the capability to receive typeset matter and proofs via email. Contractor shall provide City an email address to be used for transmission of typeset matter.

**TERMINATION/PENALTIES**

Whenever, in the opinion of the City, the said service is unsatisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five days, the City may declare this contract terminated and contract with another supplier. It shall be understood and agreed that the contract may be terminated by either party upon thirty days written notice.

Whenever Contractor has confirmed receipt of an ad placement either electronically or by facsimile and/or City has returned to Contractor an approved ad proof and Contractor then fails to publish the advertisement on one or more of the dates already confirmed and approved, the next ad placement of similar nature shall be published at no cost to the City for the same number of run dates that were missed by the Contractor.

Notwithstanding any provision to the contrary, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform services pursuant to this Contract, City may thereupon terminate this contract immediately.

**RATES**

The rates proposed to be charged the City shall be designated for each column inch for a first publication, each column inch for a second publication, and each column inch for all additional publications. Each bid shall indicate that the rates proposed to be charged the City do not exceed the customary rates charged by the bidder's newspaper for the publication of legal notices of a private character.

**PAYMENT AND INVOICING**

Invoices shall be mailed or delivered to City of Calistoga, Attention: City Clerk, 1232 Washington St, Calistoga, CA 94515. Invoices shall include the name of the City Department and/or City Employee who ordered the advertising; or a coding system sufficient to enable the City Clerk to identify the department responsible for placing the order. City shall pay to the Contractor in due course of payments following the end of calendar month and the receipt from the Contractor of invoices for material delivered by the Contractor and accepted by the City during such calendar month.

NOTE: Payment may be seriously delayed if invoices do not clearly reflect contract number and department number as provided by City at time of submission of advertisement.

**EXPENDITURES**

Total annual expenditures under this contract are estimated (without guarantee) to be: \$10,000.

**PAYMENT TERMS**

Describe timely payment discount offered, if any.

**CITY-WIDE ADVERTISING**

**SECTION A: BID PROPOSAL FORM**

BIDS MUST BE RECEIVED BY: Friday, June 29, 2012 at 10:00 a.m. in the Office of the City Clerk.

QUESTIONS regarding this bid should be referred to Amanda Davis, Deputy City Clerk (707) 942-2805 or email [adavis@ci.calistoga.ca.us](mailto:adavis@ci.calistoga.ca.us).

PRINTING OF OFFICIAL AND LOCAL CLASSIFIED ADVERTISING to be furnished to the City of Calistoga during the period commencing July 1, 2012 through June 30, 2013.

**SECTION A: GENERAL**

1. This newspaper is published  1  day(s) per week, on the following days:  Thursday .

2. Indicate column format:

Legal  6

Display  6

3. This newspaper observes the following holidays:

New Years, Christmas, Memorial Day, 4<sup>th</sup> of July, Thanksgiving

The deadline to submit publications for holidays is:

5 to 7 business day's prior holiday publication

4. Can your newspaper reduce blueprint drawings/maps for publication?  yes

If so, is there an additional cost (indicate cost)  no .

5. If proofreading is required by the City, what is the deadline to submit information?

Legals  5 business day's prior to publication

Display  5 business day's prior to publication

6. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the contractor has not directly or indirectly induced or solicited any other contractor to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the contractor has not in any manner sought by collusion to secure to himself any advantage over other contractors.

7. DECLARATION OF ADJUDICATION

The undersigned certifies (or declares) under penalty of perjury that the named newspaper is adjudicated as a newspaper of general circulation by the State of California (as defined by Government Code Section 6000, et seq.).

8. ERRORS AND OMISSIONS

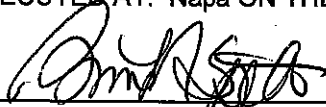
The undersigned understands and agrees that the City of Calistoga will not be responsible for any error or omission on the part of the undersigned in making this proposal.

9. DECLARATION OF NON-DISCRIMINATION

In the performance of any contract awarded pursuant to these specifications, the undersigned understands and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex, marital status, physical handicap, race, color, religion, ancestry, or national origin. Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their age, sex, marital status, physical handicap, race, color, religion, ancestry or national origin. 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 forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices paragraph.

EXECUTED AT: Napa ON THE 15<sup>th</sup> DAY OF June, 2012

BY



(Signature)

Brenda Speth Publisher

(Title)

on behalf of Napa Valley Publishing Company Inc.  
(Service Provider)

**SECTION B: LEGAL ADVERTISING**

1. Legal advertising to be accomplished as no larger than eight (8) point on 9.5 leading.
2. See the enclosed "Exhibit 1": Please typeset and indicate cost to publish as a legal ad.
3. Dollar rate per column inch: \$3.00pci
4. \$28.33 (cost estimate)

**SECTION C: DISPLAY ADVERTISING**

ITEM	DESCRIPTION
1.	Display advertising to be accomplished as follows: Format: ROP (Run of Publication)
2.	Does the rate change, depending upon number of publications or size of ad?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If so, please indicate

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3. See the enclosed "Exhibit 2" to typeset and set up as 2 column by 6 inch ad.
4. Dollar rate per column inch: \$3.00
5. \$36.00 (cost estimate)



**SECTION D: CIRCULATION**

**CONTRACTOR'S QUALIFICATION - LEGAL ADVERTISING**

Attach a copy of U.S. Postal Service "Statement of Ownership Management and Circulation" Form PS 3526 filed for 2011, and the circulation amount for February 2012. Please also include the number of paid subscription in the 94515 zip code area. If available, please verify the newsrack sales for 2010. Please include the most recent Weekly Postal Report.

**PROFESSIONAL SERVICES AGREEMENT**

The selected consultant will be required to enter into a City standard Professional Services Agreement (attached Exhibit 3). Two signed copies of the Professional Services Agreement shall be submitted with the RFP. All other required insurance certifications and documentation shall be submitted to the City within ten (10) days of award of the contract, prior to execution of the agreement by the City.

Particular attention should be given to the Indemnity and Insurance sections in the Professional Services Agreement. These sections are not negotiable and will be included unaltered in the final agreement.

**CONTRACTOR MUST COMPLETE AND SIGN BELOW:**

Firm Name Napa Valley Publishing <sup>The</sup> Weekly Calistoga Phone (707) 256-2234

Address 1115 2nd St Napa CA 94559  
(Street) (City) (State) (Zip)

SI [Signature] Title Publisher

(Signature of Corporate Officer or person authorized to sign bids and contracts on behalf of the Contractor)

**Vendors submitting a sealed proposal for the provision of official City advertising must complete and submit the following form(s) no later than 10:00 a.m. on Friday, June 29, 2012, to the Office of the City Clerk, City of Calistoga, 1232 Washington Street, Calistoga, CA 94515. The sealed proposal must be clearly labeled "PROPOSAL FOR OFFICIAL ADVERTISING SERVICES", Friday, June 29, 2012, 10:00 AM" in the bottom left hand corner.**

**ALL SIGNATURES ON BIDS SHALL BE ACCOMPANIED BY AN APPROPRIATE (i.e.: CORPORATE, PARTNERSHIP OR INDIVIDUAL) NOTARIAL ACKNOWLEDGMENT. NO BID WILL BE CONSIDERED FOR AN AWARD OF CONTRACT UNLESS SUCH NOTARIAL ACKNOWLEDGMENT IS RECEIVED.**

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BY THE CALISTOGA  
CITY COUNCIL**

**NOTICE IS HEREBY GIVEN**, by the City Council of the City of Calistoga that a Public Hearing will be conducted on Tuesday, June 5, 2012, at 7:00 p.m. in the Calistoga Community Center, 1307 Washington Street, Calistoga, County of Napa, State of California, at which time and place testimony will be considered on the following item:

Consideration of a Zoning Text Amendment (ZO 2011-01), Preliminary and Final Development Plan (PD 2011-01), Conditional Use Permit (U 2011-12) and Design Review (DR 2011-10), requested by Burt Harlan, to establish a 10,000 case production winery and wine related uses including limited events, administrative offices, retail sales and tasting located at 331 Silverado Trail (APN 011-050-030) within the "PD", Planned Development District.

In accordance with the California Environmental Quality Act (CEQA), the City of Calistoga, Planning and Building Department has prepared an Initial Study/CEQA Checklist for the above referenced project. The City Council will be asked to make a determination that the proposed project as amended by the included mitigation measures will not have a significant adverse effect on the environment. The City of Calistoga intends to adopt the Mitigated Negative Declaration for the project. Additional comments will be considered at the public hearing.

**NOTICE:** If you challenge a city's zoning, planning, or other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Judicial review of any City administrative decision may be heard only if a petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environmental determinations may be subject to a shorter time period for litigation, in certain cases 30 days following the date of final decision.

Beginning Saturday, June 2, 2012, no later than 12:00 noon the City Council report for this item will be available online at <http://www.ci.calistoga.ca.us>. For additional information, please call the City Clerk's office at 707-942-2805.

**BY ORDER OF THE CALISTOGA  
CITY COUNCIL  
AMANDA DAVIS  
Deputy City Clerk  
City of Calistoga  
158124 6/28**

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**BY ORDER OF THE CALISTOGA CITY COUNCIL**

**AMANDA DAVIS**  
Deputy City Clerk  
City of Calistoga



## **EXECUTIVE SECRETARY TO THE CITY MANAGER**

**City of Calistoga** - Detail oriented professional with excellent communication & organizational skills sought to work independently and to provide high quality administrative support to the City Manager, City Council, and the City Clerk. Must have advanced knowledge of computer applications; **4 yrs. increasingly responsible administrative experience required; government experience a plus! Salary: \$3,421 - \$4,162 monthly & benefits.**

Go to [www.ci.calistoga.ca.us](http://www.ci.calistoga.ca.us) for information and application or call 942-2805. **Deadline to apply is May 18, 2012, 4:00PM.**

## **EXHIBIT 2**



### **EXECUTIVE SECRETARY TO THE CITY MANAGER**

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United States Postal Service  
**Postage Statement — Periodicals**  
**One Issue or One Edition**

Comments:  
 PFN(94515)

Post Office: Note Mail Arrival Date & Time  
 (Do Not Round Stamp)

MAILER	Publication Title and Owner or News Agent's Name The Weekly Callistogan Brenda Speth	Mailing Agent's Name, Address, Telephone Number, and Email Address PO BOX 150 NAPA, CA 94559  Telephone 707-226-3711 Extension	Entry Post Office Name, State, and ZIP+4
	CAPS Customer Ref. No. 26529 CRID	Printer/Consolidator Imprint Permit No. CRID	

MAILING	Applicable Parts Completed (select all that apply) <input checked="" type="checkbox"/> A <input type="checkbox"/> B-E <input type="checkbox"/> F	Statement for bundles/containers only (if applicable) <input type="checkbox"/>	Price Category <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Nonprofit <input type="checkbox"/> Classroom <input type="checkbox"/> Science-of-Agriculture	Combined Mailing <input type="checkbox"/> Mixed Class <input type="checkbox"/> Single Class	Consolidated Postage Statement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Publication No. 672180	Edition/Code	Mailer's Mailing Date 6/21/2012	Processing Category <input type="checkbox"/> Letters <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 306
	Issue Date 06/21/2012	Issue Frequency Weekly	Statement Sequence No.	Advertising Percentage in This Issue 75.00 %	No. & Type of Containers 1' MM Trays 2' MM Trays 2' EMM Trays Total
	Weight of Single Ride-Along lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.3563 pounds			8 Sacks Pallets Flat Trays Other
For Automation Price Pieces, Enter Date of Address Matching and Coding 5/16/2012	For Carrier Route Price Pieces, Enter Date of Address Matching and Coding 5/16/2012	For Carrier Route Price Pieces, Enter Date of Carrier Route Sequencing 5/16/2012	For pieces bearing a simplified address enter date of Delivery Statistics File or Alternative Method		

<b>Part A — In-County Prices Total Part A</b> (Postmaster: Report total Part A postage in AIC 224)		36.2150
<b>Part B — Outside-County Pound Prices</b>	Total Part B	
<b>Part C — Outside-County Piece Prices</b>	Total Part C	
<b>Part D — Outside-County Bundle Prices</b>	Total Part D	
<b>Part E — Outside-County Sack/Tray/Pallet Prices</b>	Total Part E	
<b>Outside-County Postage</b>	Subtotal Parts B, C, D, and E	
<b>Preferred Price Discount</b> - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals) _____ x .05 (all others enter zero)	-	
<b>Subtract the Preferred Price Discount from the Outside-County Postage</b>	=	
<b>Part F - Outside-County Ride-Along and Repositionable Notes</b>	+	
<b>Total Outside-County Postage</b> (Postmaster: Report total Outside-County postage in AIC 135)		
<b>Add Total Outside-County Postage and Total Inside County Postage</b>	<b>Total Postage</b> (AIC 224 + AIC 135)	36.22

The signature of the owner of the publication certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the owner of the publication and that the owner of the publication is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The owner of the publication hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form, may be subject to criminal and/or civil penalties, including fines and imprisonment.

Privacy Notice: For information regarding our Privacy Policy visit [www.usps.com](http://www.usps.com).

CERTIFICATION	Owner or Agent's Name	Post Office Computed Weight per Copy (Round off to 4 decimal places if necessary) _____ pounds	Round Stamp (Required) Payment Date	
	Owner or Agent's Signature			
	Name and Telephone Number of Contact Person in Publisher's Office Glen	Time _____ AM _____ PM	USPS Employee's Signature	ONLINE ONLY
	Telephone 707-226-3711 Extension	Print USPS Employee's Name		
Email circulation@napanews.com				

**Part A — In-County**

**Pound Price**

Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester Copies	Total Copies	Total Pounds	Price	Total Postage
A1	DDU	256	256	91	0.145	13.1950
A2	None	50	50	18	0.189	3.4020
A3	<b>Total Pound Price Postage (Add lines A1 and A2)</b>					16.5970

**Piece Price (Presort)**

Entry/Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage	
A4	Nonautomation			0.133		
A5	Automation Letters			0.080		
A6	Automation Flats			0.117		
A7	Nonautomation	50	50	0.121	6.0500	
A8	Automation Letters			0.050		
A9	Automation Flats			0.109		
A10	Nonautomation			0.108		
A11	Automation Letters			0.048		
A12	Automation Flats			0.102		
A13	Basic	256	256	0.061	15.6160	
A14	High Density			0.045		
A15	Saturation			0.031		
A16	<b>Presort Subtotal (Add lines A4-A15)</b>		306		21.6660	
A17	Number of Addressed Pieces at DDU price			256	0.008	2.0480
A18	<b>Piece Price Subtotal (A16 minus A17)</b>					19.6180

**Full Service Intelligent Mail Option**

A19	Number of pieces that comply:	x	0.001		
A20	<b>Periodicals In-County Subtotal (Line A18 minus A19)</b>				19.6180

**Ride-Along Price**

(Must equal the number of copies in line A16, not number of addressed pieces)

	Total Copies	Addressed Pieces	Price	Total Postage
A21	Ride-Along Pieces		0.165	

**Repositionable Notes**

(Must equal the number of copies in line A16, not number of addressed pieces)

	Total Copies	Addressed Pieces	Price	Total Postage
A22	Repositionable Notes		0.005	

A23	<b>Other Subtotal (Add lines A21 and A22)</b>			
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**Part A Total (Add lines A3, A20, and A23)** 36.2150



**UNITED STATES  
POSTAL SERVICE®**

**Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)**

1. Publication Title <b>THE WEEKLY CALISTOGAN</b>		2. Publication Number <b>67-2180</b>		3. Filing Date <b>9/29/2011</b>
4. Issue Frequency <b>WEEKLY</b>		5. Number of Issues Published Annually <b>52</b>		6. Annual Subscription Price <b>\$25.00</b>
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) <b>1458 LINCOLN AVENUE CALISTOGA, NAPA COUNTY, CA 94515</b>				Contact Person <b>BRENDA SPETH</b> Telephone (include area code) <b>707-256-2234</b>

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)  
**1615 SECOND STREET NAPA, CA 94559**

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)  
**BRENDA SPETH 1615 SECOND STREET NAPA, CA 94559**

Editor (Name and complete mailing address)  
**SEAN SCULLY  
1458 LINCOLN AVENUE CALISTOGA, CA 94515**

Managing Editor (Name and complete mailing address)  
**SEAN SCULLY  
1458 LINCOLN AVENUE CALISTOGA, CA 94515**

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
<b>LEE ENTERPRISES, INC (SEE ATTACHED)</b>	<b>201 N HARRISON STREET DAVENPORT, IOWA 52801</b>

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box  None

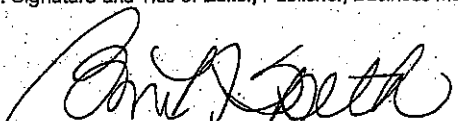
Full Name	Complete Mailing Address
<b>(SEE ATTACHED)</b>	

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)  
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:  
 Has Not Changed During Preceding 12 Months  
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)



13. Publication Title <b>THE WEEKLY CALISTOGAN</b>		14. Issue Date for Circulation Data Below <b>9/22/2011</b>	
15. Extent and Nature of Circulation <b>WEEKLY</b>		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies (Net press run)		<b>1,368</b>	<b>1,351</b>
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	<b>31</b>	<b>30</b>
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	<b>277</b>	<b>271</b>
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	<b>290</b>	<b>258</b>
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)	<b>0</b>	<b>0</b>
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))		<b>598</b>	<b>559</b>
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	<b>52</b>	<b>51</b>
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	<b>5</b>	<b>6</b>
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	<b>0</b>	<b>0</b>
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	<b>200</b>	<b>200</b>
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		<b>257</b>	<b>257</b>
f. Total Distribution (Sum of 15c and 15e)		<b>855</b>	<b>816</b>
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		<b>513</b>	<b>535</b>
h. Total (Sum of 15f and g)		<b>1,368</b>	<b>1,351</b>
i. Percent Paid (15c divided by 15f times 100)		<b>69.9%</b>	<b>68.5%</b>

16. Publication of Statement of Ownership  
 If the publication is a general publication, publication of this statement is required. Will be printed in the OCTOBER 6, 2011 issue of this publication.  Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner  
  
 Date September 29,  
2011

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

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MAILER	Publication Title and Owner or News Agent's Name The Weekly Callstogan Brenda Speth	Mailing Agent's Name, Address, Telephone Number, and Email Address PO BOX 150 NAPA, CA 94559  Telephone 707-226-3711 Extension	Entry Post Office Name, State, and ZIP+4
	CAPS Customer Ref. No. 26529 CRID	Printer/Consolidator Imprint Permit No. CRID	

MAILING	Applicable Parts Completed (select all that apply) <input type="checkbox"/> A <input checked="" type="checkbox"/> B - E <input type="checkbox"/> F	Statement for bundles/containers only (if applicable) <input type="checkbox"/>	Price Category <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Nonprofit <input type="checkbox"/> Classroom <input type="checkbox"/> Science-of-Agriculture	Combined Mailing <input type="checkbox"/> Mixed Class <input type="checkbox"/> Single Class	Consolidated Postage Statement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Publication No. 672180	Edition/Code	Mailer's Mailing Date 6/21/2012	Processing Category <input type="checkbox"/> Letters <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 46	Number of Addressed Supplements In-County      Outside-County
	Issue Date 06/21/2012	Issue Frequency Weekly	Statement Sequence No.	Advertising Percentage in This Issue 70.00 %	No. & Type of Containers 1' MM Trays 2' MM Trays 2' EMM Trays Total	2 Sacks Pallets Flat Trays Other
	Weight of Single Ride-Along lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.2750 pounds				
	For Automation Price Pieces, Enter Date of Address Matching and Coding 5/16/2012	For Carrier Route Price Pieces, Enter Date of Address Matching and Coding 5/16/2012	For Carrier Route Price Pieces, Enter Date of Carrier Route Sequencing 5/16/2012	For pieces bearing a simplified address enter date of Delivery Statistics File or Alternative Method		

<b>Part A — In-County Prices Total Part A (Postmaster: Report total Part A postage in AIC 224)</b>			
<b>Part B — Outside-County Pound Prices</b>		<i>Total Part B</i>	4.1890
<b>Part C — Outside-County Piece Prices</b>		<i>Total Part C</i>	18.3872
<b>Part D — Outside-County Bundle Prices</b>		<i>Total Part D</i>	0.5740
<b>Part E — Outside-County Sack/Tray/Pallet Prices</b>		<i>Total Part E</i>	0.8740
<b>Outside-County Postage</b>		<b>Subtotal Parts B, C, D, and E</b>	24.0242
<b>Preferred Price Discount - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals)</b>		-	-
<b>Subtract the Preferred Price Discount from the Outside-County Postage</b>		=	24.0242
<b>Part F - Outside-County Ride-Along and Repositionable Notes</b>		+	
<b>Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)</b>			24.0242
<b>Add Total Outside-County Postage and Total Inside County Postage</b>			<b>Total Postage (AIC 224 + AIC 135)</b> 24.02

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**Part B — Outside-County — Pound Prices**

For Nonprofit & Classroom: All commingled nonsubscriber or nonrequester copies over the 10% limit must pay regular prices & use a separate PS Form 354-1.

**Advertising Pound Prices**

	Entry Zone	Subscriber or Req. Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Advertising Pounds	Price	Total Postage
B1	DDU						0.135	
B2	DSCF						0.206	
B3	DADC						0.219	
B4	1 & 2	27		27	7	5	0.244	1.2200
B5	3	2		2	1	1	0.267	0.2670
B6	4	6		6	2	1	0.327	0.3270
B7	5	5		5	1	1	0.417	0.4170
B8	6						0.512	
B9	7	2		2	1	1	0.626	0.6260
B10	8	4		4	1	1	0.723	0.7230
B11	<b>Subtotal (Add lines B1-B10)</b>			46	13	10		3.5800

**Nonadvertising Pound Prices**

	Total Pounds	minus	Advertising Pounds	equals	Nonadvertising Pounds	x Price	Total Postage	
B12	DDU					0.113		
B13	DSCF					0.171		
B14	DADC					0.182		
B15	All Others	13		10	3	0.203	0.6090	
B16	<b>Subtotal (Add lines B12-B15)</b>							0.6090

**Pound Price Postage Total (Add Lines B11 and B16)** 4.1890

**Nonadvertising Pound Prices - Alternate**

*(Nonprofit and Classroom publications with 10% or less advertising, or other publications with 0% advertising.)*

	Entry Zone	Subscriber or Req. Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Price	Total Postage
B12	DDU						
B13	DSCF						
B14	DADC						
B15	All Others						
B16	<b>Subtotal (Add lines B12-B15)</b>						

**Pound Price Postage Total (Add Lines B11 and B16)**

**Part C — Outside-County — Piece Prices**

**Machinable Flats**

Level	Price Level	Total Copies	Addressed Pieces	Price	Total Postage
C1	Mixed			0.414	
C2	ADC			0.446	11.1500
		25	25		
C3	ADC			0.387	
C4	ADC			0.411	8.6310
		21	21		
C5	3-Digit			0.372	
C6	3-Digit			0.394	
C7	5-Digit			0.285	
C8	5-Digit			0.294	

**Nonmachinable Flats and Parcels**

C9	Mixed	Barcoded (flats only)		0.580	
C10	ADC	Nonbarcoded		0.625	
C11	ADC	Barcoded (flats only)		0.482	
C12	ADC	Nonbarcoded		0.507	
C13	3-Digit	Barcoded (flats only)		0.420	
C14	3-Digit	Nonbarcoded		0.431	
C15	5-Digit	Barcoded (flats only)		0.310	
C16	5-Digit	Nonbarcoded		0.311	

**Letters**

C17	Mixed	Barcoded		0.323	
C18	ADC	Nonbarcoded		0.446	
C19	ADC	Barcoded		0.283	
C20	ADC	Nonbarcoded		0.411	
C21	3-Digit	Barcoded		0.262	
C22	3-Digit	Nonbarcoded		0.394	
C23	5-Digit	Barcoded		0.200	
C24	5-Digit	Nonbarcoded		0.294	

**Carrier Route & Firm Bundles**

C25	Basic			0.187	
C26	High-Density			0.156	
C27	Saturation			0.136	
C28	Firm Bundle (Use "Addressed Pieces" to calculate postage)			0.184	

C29	<b>Subtotal (Add lines C1-C28)</b>			46	46	19.7810
C30	Nonadv. % (100 minus adv.%)	30.00	x # of Addressed Pieces (C29) x	0.00101		1.3938

C31	<b>Subtotal Outside-County Piece Prices (Line C29 minus C30)</b>				18.3872
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**Full Service Intelligent Mail Option**

C32	Number of pieces that comply:	x	0.001	
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**Part C Total (Line C31 minus C32)** 18.3872

**Part D — Outside-County — Bundle Prices**

	Container Level	Bundle Level	Bundles	Price	Total Postage
D1	Mixed ADC	Mixed ADC	2	0.079	0.1580
D2		ADC	2	0.208	0.4160
D3		3-Digit/SCF		0.276	
D4		5-Digit		0.285	
D5		Firm		0.185	
D6	ADC	ADC		0.115	
D7		3-Digit/SCF		0.190	
D8		5-Digit		0.206	
D9		Carrier Route		0.325	
D10		Firm		0.154	
D11	SCF / 3-Digit	3-Digit/SCF		0.129	
D12		5-Digit		0.150	
D13		Carrier Route		0.288	
D14		Firm		0.142	
D15	5-Digit	5-Digit		0.145	
D16		Carrier Route		0.152	
D17		Firm		0.079	
<b>Part D Total (Add lines D1-D17)</b>			<b>4</b>		<b>0.5740</b>

**Part E — Outside-County — Sack, Tray, and Pallet Prices**

**Outside-County — Sack/Tray Prices**

Container Level	Entry	Sacks/Trays	Price	Total Postage
E1	Mixed ADC Sack/Tray	Origin NDC	0.437	
E2		Origin ADC	0.437	
E3		Origin SCF	0.437	
E4		Origin Post Office/DMU	2	0.437
E5	ADC Sack/Tray	Origin NDC	2.092	
E6		Origin ADC	2.092	
E7		Origin SCF	2.092	
E8		Origin Post Office/DMU	2.092	
E9		Destination NDC	1.457	
E10		Destination ADC	0.833	
E11	3-Digit/ SCF Sack/Tray	Origin NDC	2.186	
E12		Origin ADC	2.186	
E13		Origin SCF	2.186	
E14		Origin Post Office/DMU	2.186	
E15		Destination NDC	1.562	
E16		Destination ADC	1.249	
E17	5-Digit / Carrier Route Sack/Tray	Destination SCF	0.833	
E18		Origin NDC	2.810	
E19		Origin ADC	2.810	
E20		Origin SCF	2.810	
E21		Origin Post Office/DMU	2.810	
E22		Destination NDC	2.082	
E23		Destination ADC	1.770	
E24		Destination SCF	1.353	
E25	DDU	0.937		
E26	<b>Part E Sack and Tray Total (Add lines E1-E24)</b>		<b>2</b>	<b>0.8740</b>

**Outside-County — Pallet Prices**

Container Level	Entry	Pallets	Price	Total Postage
E27	Mixed ADC Pallet	Origin NDC	3.365	
E28		Origin ADC	3.365	
E29		Origin SCF	3.365	
E30		Origin Post Office/DMU	3.365	
E31	ADC Pallet	Origin NDC	33.375	
E32		Origin ADC	33.375	
E33		Origin SCF	33.375	
E34		Origin Post Office/DMU	33.375	
E35		Destination NDC	23.127	
E36		Destination ADC	12.803	
E37	3-Digit/ SCF Pallet	Origin NDC	39.505	
E38		Origin ADC	39.505	
E39		Origin SCF	39.505	
E40		Origin Post Office/DMU	39.505	
E41		Destination NDC	24.572	
E42		Destination ADC	21.372	
E43	5-Digit / Carrier Route Pallet	Destination SCF	11.460	
E44		Origin NDC	50.875	
E45		Origin ADC	50.875	
E46		Origin SCF	50.875	
E47		Origin Post Office/DMU	50.875	
E48		Destination NDC	32.936	
E49		Destination ADC	31.180	
E50		Destination SCF	21.062	
E51	DDU	1.652		
E52	<b>Part E Pallet Total (Add lines E27-E51)</b>			

**Part E Total (Add lines E26 and E52)**

**0.8740**

September 22, 2011

**TO: ALL LEE PUBLISHERS AND CIRCULATION MANAGERS**

**RE: STATEMENT OF OWNERSHIP--SHAREHOLDERS OVER 1% AS OF 8/31/11**

Betty Adler Schermer, 210 Lake Avenue, Aspen, CO 81615

Lloyd G. Schermer, 210 Lake Avenue, Aspen, CO 81615

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Grant E. Schermer, 10455 O'Brien Creek, Missoula, MT 59804

Gregory P. Schermer, 2160 St. Andrews Circle, Bettendorf, IA 52722

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Dimensional Fund Advisors LP, Palisades West, Building One, 6300 Bee Cave road, Austin, Texas 78746

BlackRock, Inc., 40 East 52<sup>nd</sup> Street, New York, NY 10022

Brown Brothers Harriman & Co, 63 Wall Street, New York, NY 10005

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Pershing LLC Securities Corporation, 1 Pershing Plaza, Jersey City, NJ 07399

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Northern Trust Company, Processoral C-IN, Chicago, IL 60607

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Merrill Lynch, Pierce Fenner & Smith, 4 Corporate Place, Piscataway, NJ 08854

Pension Financial Services, Inc., 1700 Pacific Avenue, Suite 1400, Dallas, TX 75201

U.S. Bank N.A., 1555 N. Rivercenter Drive, Suite 0300, Milwaukee, WI 53212

Vanguard, 455 Devon Park Drive, Wayne, PA 19087-1815



As of September 2011

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AIB - AIB DEBT MANAGEMENT

ALADDIN - ALADDIN DIP OFFSHORE

ALADDIN - ALADDIN INTERMEDIATE

ALADDIN - MC CREDIT PRODUCTS D

ALADDIN CR INTER FUND LTD

ALADDIN CR PTNRS I, L.P.

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750 Seventh Ave., 11th Flr., New York, NY 10020

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**Lee Enterprises, Inc. 201 N. Harrison St., Davenport, Iowa 52801**

**11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box**

None

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- Lloyd G. Schaefer, 210 Lake Avenue, Aspen, CO 81615
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- Chinagroup Global Markets Inc., 333 W34th Street, New York, NY 10001
- E\*Trade Global LLC, 10651 White Rock Road, Rancho Cordova, CA 95670
- Scottrade Inc., 51 Mercedes Way, Edgewood, NY 11717
- Merrill Lynch, Pierce Fenner & Smith, 4 Corporate Place, Piscataway, NJ 08854
- Perstian Financial Services, Inc., 1700 Pacific Avenue, Suite 1400, Dallas, TX 75201
- U.S. Bank N.A., 1535 N. Rivercenter Drive, Suite 0300, Milwaukee, WI 53212
- Vanguard, 455 Devon Park Drive, Wayne, PA 19087-1615

DEUTSCHE BANK TRUST AMERICAS	5022 Gale Parkway Bldg 100, New York, NY 10015	ULYSSES OFFSHORE FUND LTD	280 Park Avenue, 21st Floor, West Tower, New York, NY 10017
AD - AD BEST MANAGEMENT	435 Park Ave., Ste 1005, New York, NY 10022	ULYSSES PARTNERS, LP	280 Park Avenue, 21st Floor, West Tower, New York, NY 10017
ALADDIN - ALADDIN DIP OFFSHORE	1209 Orange Street, Wilmington, DE 19801	US BANK NA	601 Second Ave. So. MPPF0312, Minneapolis, MN 55402
ALADDIN - ALADDIN INTERMEDIATE	1209 Orange Street, Wilmington, DE 19801	VISIUM BALANCED MASTER FUND	950 Third Avenue, 29th Floor, New York, NY 10022
ALADDIN - MC CREDIT PRODUCTS D	1209 Orange Street, Wilmington, DE 19801	VISIUM CAPITAL - VISIUM CREDIT M	950 Third Avenue, 29th Floor, New York, NY 10022
ALADDIN CR INTER FUND LTD	1209 Orange Street, Wilmington, DE 19801	WACHOVA BKALA (FST UNIV)	1600 SCOTTLAND AVENUE, Charlotte, NC 28202
ALADDIN CR PINKS I, L.P.	1209 Orange Street, Wilmington, DE 19801	WELLS FARGO	420 Montgomery St. Ft. San Francisco, CA 94103
ALDEN GLOBAL DIS OPP MAST FD LP	885 Third Avenue, New York, NY 10022	WILSHIRE DISTRIBUTIONAL MASTER FUND	4 Greenwich Office Park # 4, Greenwich, CT 06831
ALDEN GLOBAL VALUE RECOVERY	885 Third Avenue, New York, NY 10022	Monarch Alternative Capital LP	535 Madison Ave., FL 26, New York, NY 10022
ARCHIVEW CREDIT OPP FUND LP	70 East 53th Street, 14th Fl, New York, NY 10022	Archives Investment Group	70 East 53th Street, 14th Fl, New York, NY 10022
ARCHIVEW CREDIT OPP MF LTD	70 East 53th Street, 14th Fl, New York, NY 10022	Multi-Asset Management	150 East 52nd Street, 10th Fl, New York, NY 10022
BANK OF AMERICA	101 North Tryon St. MS-NC-001-15-06, Charlotte, NC 28255	Troub Capital Management, LLC	777 Westchester Ave., Ste 203, White Plains, NY 10604
BANK OF AMERICA	One Liberty Plaza 20th Fl., New York, NY 10006	Prudential Insurance Company of America	Two Gateway Center, 10th Fl, Newark, NJ 07102
BANK OF NEW YORK	One Wall St., 16th Fl., New York, NY 10038	Prince Life Insurance Company	Two Gateway Center, 10th Fl, Newark, NJ 07102
BANGLADESH BANK PLC	70 Hudson Street, Jersey City, NJ 07310	Prudential Annuities Life Assurance	Two Gateway Center, 10th Fl, Newark, NJ 07102
BLACKWELL PARTNERS LLC	201 N. Harrison Street, Suite 402, Davenport, IA 52801	Deutsche Bank Securities	5022 Gale Parkway, Ste 100, Jacksonville, FL 32256
BNP PARIBAS	787 Seventh Avenue, New York, NY 10019	Ferry Street LLC	Global Corporate Trust - CDO, 2 N. LaSalle St., 7th Fl, Chicago, IL 60602
CARL MARKS STRAT INVST LP	900 Third Avenue, 32nd Floor, New York, NY 10022	First Life Insurance Company	700 Newport Center Drive, Newport Beach, CA 92660
CITIGROUP FINANC. PRODUCTS INC	1615 Brest Road Building 11, New Castle, DE 19720		
CORANZACK ABS RETURN MF	427 Bedford Road, Pleasantville, NY 10570		
CORANZACK CREDIT OPP MASTER FN	9920 S. LaCienega Blvd., 14th Fl., Inglewood, CA 90301		
COMERICA BANK	5 Greenwich Office Park, 4th Floor, Greenwich, CT 06831		
COOPERSTOWN MASTER FUND LTD	One Madison Ave., 2nd Fl, New York, NY 10010		
CREDIT SUISSE LGAN FUNDING LLC	60 Wall Street, 3rd Fl., New York, NY 10005		
DEUTSCHE BANK AG CAYMAN ISLAND	625 Fifth Avenue, New York, NY 10022		
ELLIS LARK-ELLIS LAKE MASTER	101 John F. Kennedy Parkway, Shred Hills, NJ 07078		
FRANKLIN - MUTUAL GUEST FUND	1 New York Plaza - 42nd Fl., New York, NY 10004		
GOLDMAN SACHS LENDING PARTNERS	Four Greenwich Office Park, Greenwich, CT 06831		
GPC 76 LLC	13455 Noel Road, Suite 800, Dallas, TX 75240		
HIGHLAND OFFSHORE PARTNERS LP	13455 Noel Road, Suite 800, Dallas, TX 75240		
HIGHLAND - CREDIT OPPS CDO FUND	230 Park Ave., 31st Fl., New York, NY 10169		
HSH NORDBANK, KIEL			
INSTITUTIONAL BENCHMARKS SERIES			
(SOUTHWAY CR OPP)	4 Greenwich Office Park # 4, Greenwich, CT 06831		
JP MORGAN CHASE NA	One First National Plaza, Chicago, IL 60670		
LOHIX VISIUM CREDIT FUND LTD	950 Third Avenue, 29th Floor, New York, NY 10022		
MARLBOROUGH SP OPP MS FD LP	150 East 52nd Street, 10th Fl, New York, NY 10022		
MEGA INTL COMMERCIAL BANK CO			
PKA CRO TUNG BANK	One World Financial Ctr., 200 Liberty St., 30th Fl., New York, NY 10281		
MORGAN STANLEY BANK, NA	750 Seventh Ave., 11th Fl., New York, NY 10020		
MIDTOWN ACQUISITIONS LP	65 East 52nd Street, 20th Floor, New York, NY 10022		
MURDOCK DISTRESSED OPPORTUNITY	477 Madison Avenue, 12th Floor, New York, NY 10022		
NORTHERN TRUST	50 South LaSalle St., Chicago, IL 60675		
PERMAL STONE LYON FUND LTD.	461 Fifth Avenue, 14th Floor, New York, NY 10017		
QUAD CITY BK & TRUST	3551 7th St. Ste 101, Moline, IL 61205		
RABO	245 PARK AVE, 30TH FLOOR, New York, NY 10167		
ROYAL BANK SCOTLAND	455 Grand Avenue, Jersey City, NJ 07310		
SCOTTISBANK, IRE.	800 Peachtree St. N.E. Suite 2700, Atlanta, GA 30308		
SOUTHWAY CREDIT OPPORTUNITY			
MASTER FUND	4 Greenwich Office Park # 4, Greenwich, CT 06831		
STONE LYON PORTFOLIO LP	461 5th Ave., 14th Floor, New York, NY 10017		
SUNTRUST BANK ATLANTA	55 Park Place, Atlanta, GA 30303		
TUNSTALL SSMC LP	13455 Noel Road, Suite 800, Dallas, TX 75240		
UBS AG STAMFORD	677 Washington Blvd., Stamford, CT 06901		

12. The data for completion by nonprofit organizations authorized to mail at nonprofit rates (Section 501(c)(3))

Has Not Changed During Preceding 12 Months

Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

**THE WEEKLY CALISTOGAN** 9/22/2011

Issue Frequency	Number of Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
WEEKLY	1,368	1,351
a. Total Number of Copies (Net press run)		
(1) Total Number of Copies (Net press run)	31	30
(2) Paid Distribution Outside the United States (Net press run)	277	271
(3) Paid Distribution Outside the United States (Net press run)	270	258
(4) Paid Distribution Outside the United States (Net press run)	0	0
b. Total Paid Distribution (Sum of 1b(1), 1b(2), 1b(3), and 1b(4))		
	528	559
c. Total Paid Distribution (Sum of 1c(1), 1c(2), 1c(3), and 1c(4))		
	52	51
d. Total Paid Distribution (Sum of 1d(1), 1d(2), 1d(3), and 1d(4))		
	5	6
e. Total Paid Distribution (Sum of 1e(1), 1e(2), 1e(3), and 1e(4))		
	0	0
f. Total Paid Distribution (Sum of 1f(1), 1f(2), 1f(3), and 1f(4))		
	200	200
g. Total Paid Distribution (Sum of 1g(1), 1g(2), 1g(3), and 1g(4))		
	257	257
h. Total Paid Distribution (Sum of 1h(1), 1h(2), 1h(3), and 1h(4))		
	855	816
i. Total Paid Distribution (Sum of 1i(1), 1i(2), 1i(3), and 1i(4))		
	513	535
j. Total Paid Distribution (Sum of 1j(1), 1j(2), 1j(3), and 1j(4))		
	1,368	1,351
k. Total Paid Distribution (Sum of 1k(1), 1k(2), 1k(3), and 1k(4))		
	69.9%	68.5%

13. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. This is printed in the **ACTRESS**, 2011, issue of this publication.

Publication not required.

14. Signature and Title of Publisher, Editor, or Owner

*Chris Kopp* September 29, 2011

15. Signature and Title of Publisher, Editor, or Owner

*Chris Kopp* September 29, 2011

16. Signature and Title of Publisher, Editor, or Owner

*Chris Kopp* September 29, 2011

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# Circulation Record - Net Copies

## Paid Individual Print - Total

*Newsrack Sales 2010*

Day	Foot	Motor	Mail	Total Home Delivery	HD < 25% Basic Rate	Dealer	Rack	Counter Sales	Total Single Copy	Total Paid Indiv Print
12/27 Mon	0	0	0	0	0	0	0	0	0	0
12/28 Tue	0	0	0	0	0	0	0	0	0	0
12/29 Wed	0	0	0	0	0	0	0	0	0	0
12/30 Thu	0	0	312	312	0	21	188	0	209	521
12/31 Fri	0	0	0	0	0	0	0	0	0	0
0 Sundays:	0	0	0	0	0	0	0	0	0	0
Sunday Avg:	0	0	0	0	0	0	0	0	0	0
0 Mondays:	0	0	0	0	0	0	0	0	0	0
Monday Avg:	0	0	0	0	0	0	0	0	0	0
0 Tuesdays:	0	0	0	0	0	0	0	0	0	0
Tuesday Avg:	0	0	0	0	0	0	0	0	0	0
0 Wednesdays:	0	0	0	0	0	0	0	0	0	0
Wednesday Avg:	0	0	0	0	0	0	0	0	0	0
52 Thursdays:	0	0	16,861	16,861	0	1,103	11,937	0	13,040	29,901
Thursday Avg:	0	0	324	324	0	21	230	0	251	575
0 Fridays:	0	0	0	0	0	0	0	0	0	0
Friday Avg:	0	0	0	0	0	0	0	0	0	0
0 Saturdays:	0	0	0	0	0	0	0	0	0	0
Saturday Avg:	0	0	0	0	0	0	0	0	0	0
52 Day Total:	0	0	16,861	16,861	0	1,103	11,937	0	13,040	29,901
52 Day Avg:	0	0	324	324	0	21	230	0	251	575

\* "HD < 25% Basic Rate" is a subset of "Total Home Delivery". Rows where "HD < 25%" is at least 5% of Total HD are highlighted.

# Average Net Draw Comparison by Zip Code / Paid Subscriptions 94515 Zip Code

Product(s): The Weekly Callstogon  
 Press Run(s): nTF - NoTops Full, nTL - NoTops Limited, nTN - NoTops NoInserts, TF - Tops Full, TL - Tops Limited, TN - Tops NoInserts  
 Ad Zone Day: Every Day  
 Days of week: All Days

Zip	City	Thu 2/23/12										Thu 6/14/12										Variance
		Carrier		Unpaid Carrier		Mail	Unpaid Mail	SC	Other	Total	Carrier	Unpaid Carrier	Mail	Unpaid Mail	SC	Other	Total					
94515	CALISTOGA, CA	0	0	0	0	272	7	149	245	673	0	0	271	7	187	245	710	37				
94559	NAPA, CA	0	0	0	0	7	1	0	55	63	0	0	6	1	2	55	64	1				
Zip Codes under 25 copies		0	0	0	0	26	49	9	0	84	0	0	27	41	13	0	81	3				
Totals		0	0	0	0	305	57	158	300	820	0	0	304	49	202	300	855	35				

# Circulation Record - Net Copies / February 2012

**Start Date:** 2/1/2012  
**End Date:** 2/29/2012  
**Product:** The Weekly Callistogan  
**Group By:** Date  
**Totals Breakout:** Breakout Each Day  
**Dates Omitted:** There were no publication dates omitted in this period.

## Circulation Summary

Category	Total Paid	Total Verified	Total Non-Qual Print Only	Total Circulation	Paid Circ Percentage
Individual-Paid Print	1,944				
Paid Business/Traveler Print	400				
Verified Print		228			
Non-Qualified Print			1,600		
Paid Digital	0				
Verified Digital		0			
<b>Totals</b>	<b>2,344</b>	<b>228</b>	<b>1,600</b>	<b>4,172</b>	<b>56.2%</b>

Note: There were 0 total Non-Qualified DIGITAL units. Non-Qualified Digital units are NOT included in "Total Circulation."

# EXHIBIT 3

## PROFESSIONAL SERVICES AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

### Authorizing Agreement No. \_\_\_\_\_

THIS AGREEMENT is entered into as of the \_\_\_\_ day of July 2012, by and between the CITY OF CALISTOGA herein called the "City", and \_\_\_\_\_ herein called the "Service Provider".

#### Recitals

WHEREAS, City desires to obtain services for the publication of legal advertisements; and

WHEREAS, Service Provider hereby warrants to the City that Service Provider is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Service Provider pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

#### Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Service Provider shall perform the services set out in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by reference.

2. Time of Performance. The services of Service Provider are to commence no sooner than July 1, 2011 and, subject to City Council approval, be completed not later than June 30, 2012. Any changes to these dates must be approved in writing by the City Manager or his or her designee.

3. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Service Provider, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit "A". However, in no event shall the amount exceed Ten Thousand Dollars (\$10,000). Payment by City under this Agreement shall not be

deemed a waiver of defects, even if such defects were known to the City at the time of payment.

B. Timing of Payment. Billing for said services may be made on a monthly basis. City shall review Service Provider's statement and pay Service Provider for services rendered within 30 days of receipt of the Service Provider's statement.

C. Changes in Compensation. Service Provider will not undertake any work that will incur costs in excess of the amount of Ten Thousand Dollars (\$10,000).

D. Litigation Support. Service Provider agrees to testify at City's request if litigation is brought against City in connection with Service Provider's report. Unless the action is brought by Service Provider or is based upon Service Provider's negligence, City will compensate Service Provider for the preparation and the testimony at Service Provider's standard hourly rates.

4. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Service Provider, its officers, employees and agents in the course of implementing this Agreement, except working notes and internal documents, shall become the sole property of the City upon payment to Service Provider for such work, and the City shall have the sole right to use such materials in its sole discretion without further compensation to Service Provider or to any other party. Any modifications made by the City to any of the Service Provider's documents or any partial use or reuse of the documents without the express written consent of the Service Provider will be at the City's sole risk and without liability to the Service Provider and the City shall indemnify, defend, and hold harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees resulting therefrom.

5. Employment of Other Service Providers, Specialists or Experts. Service Provider will not employ or otherwise incur an obligation to pay other Service Providers, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

6. Interest of Service Provider.

A. Service Provider (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Service Provider's services hereunder. Service Provider further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

Service Provider is not a designated employee within the meaning of the Political Reform Act because Service Provider:

(1) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

7. Interest of Members and Employees of City. No member of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interests or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

8. Liability of Members and Employees of City. No member of the City and no other officer, employee or agent of the City shall be personally liable to Service Provider or otherwise in the event of any default or breach of the City, or for any amount which may become due to Service Provider or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

9. Indemnification of City. Service Provider hereby agrees to defend, indemnify and save harmless the City, its officers, agents, employees and servants, from and against any and all claims, liability or obligations based on negligence or willful misconduct brought on account of or arising out of any acts, errors or omissions of Service Provider undertaken pursuant to this Agreement. The City has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Service Provider's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. Service Provider Not an Agent of City. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Service Provider, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

11. Independent Contractor. It is understood that Service Provider, in the performance of the work and services agreed to be performed by Service Provider, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Service Provider shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Service Provider hereby expressly waives any claim it may have to any such rights.



12. Compliance with Laws.

A. General. Service Provider shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Service Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for Service Provider to practice its profession. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Service Provider to practice its profession. Service Provider shall maintain a City of Calistoga business license.

B. Workers' Compensation. Service Provider certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Service Provider certifies that it will comply with such provisions before commencing performance of this Agreement.

C. Injury and Illness Prevention Program. Service Provider certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

D. City Not Responsible. The City is not responsible or liable for Service Provider's failure to comply with any and all of said requirements.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Service Provider in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

14. Insurance.

A. Minimum Scope of Insurance.

(1) Service Provider agrees to have and maintain, for the duration of the contract, a General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

(2) Service Provider agrees to have and maintain for the duration of the contract an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and property damage.

(3) Service Provider shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Service Provider's operations under this Agreement, whether such

operations be by Service Provider or by its employees, subcontractors, or subService Providers. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Service Provider:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide coverage for One Hundred Thousand Dollars (\$100,000.00) Employers' Liability (Coverage B).

(c) A waiver of subrogation shall be required for the Worker's Compensation in favor of the City of Calistoga.

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The City of Calistoga, its employees, officers, agents and contractors are hereby added as additional insureds, but only as respects work done by, for on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Service Provider shall provide to the City all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

B. General Liability.

(1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(2) Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Acceptability of Insurers. Insurance is to be placed with insurers approved by the California Department of Insurance with a Best/Es rating of no less than A:VII.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Service Provider shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

15. Assignment Prohibited. Neither the City nor Service Provider may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

16. Termination of Agreement.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon written notice to the Service Provider upon 5 days' written notice. Service Provider may terminate this Agreement upon 30 days' written notice.

B. If Service Provider fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Service Provider's expense, be delivered to the City or to any party it may so designate.

D. In the event termination is without cause, Service Provider shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Service Provider shall be entitled to compensation for work in progress at the time of termination.

17. Amendment. This Agreement constitutes the complete and exclusive statement of the Agreement to City and Service Provider. It may be amended or extended from time to time by written agreement of the parties hereto.

18. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

19. Time of the Essence. Time is of the essence of this Agreement, however, the Service Provider shall not be held responsible for delays caused by acts outside of Service Provider's control.

20. Written Notification. Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:   City Of Calistoga  
  City Manager  
  1232 Washington Street  
  Calistoga, CA 94515

If to Service Provider:                           \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

21. Service Provider's Books and Records.

A.       Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Service Provider to this Agreement.

B.       Service Provider shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Service Provider's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Service Provider's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Service Provider, Service Provider's representatives, or Service Provider's successor-in-interest.

22. Equal Employment Opportunity. Service Provider is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Service Provider will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Service Provider will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

23. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. News Releases/Interviews: All Service Provider and Sub-Service Provider news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

26. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Napa, California.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

CITY OF CALISTOGA

SERVICE PROVIDER

By: \_\_\_\_\_  
Richard Spitler  
City Manager

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

APPROVED AS TO FORM:

ATTEST

\_\_\_\_\_  
Michelle Marchetta Kenyon  
City Attorney

\_\_\_\_\_  
Amanda Davis, Deputy City Clerk

## **Exhibit A**

### Scope of Services