

Calistoga Tribune

1007 Washington St. Suite 3 • Calistoga, CA 94515
(707) 942-5181 • FAX (707) 942-6508

PAT HAMPTON & RAMONA ASMUS - PUBLISHERS

June 26, 2012

Dear Council Members:

We are an independent, family-owned newspaper that started publishing in 2002 in response to the community's request for a local, hometown newspaper. Our reputation in the community over the past 10 years is one of accuracy, professionalism and dependability.

Cities and other governmental agencies are required in some instances by state law to publish notices in an adjudicated paper. In July 2005 the Calistoga Tribune, following the guidelines of State Code Sec. 6020-6027, petitioned and was granted adjudication by Napa Superior Court Judge Scott Snowden's order No. 26-29449, the first newspaper in over 60 years to do so in Napa County. We are the only adjudicated newspaper in the valley not owned by Napa Valley Publishing. We compete with *The Weekly Calistogan* and its parent company, Lee Enterprises, a national corporation which also owns 53 daily newspapers and 300 specialty publications in 23 states, for the city's advertising contract for 2011-2012.

Why should you award the Calistoga Tribune this year's bid?

	<i>Calistoga Tribune</i>	<i>The Weekly Calistogan</i>
• Total Paid Distribution	1,065	598
• Paid subscriptions in 94515 ZIP	695	270
• Paid subscriptions outside county	139	31
• Copies sold from newsracks	151	290

Honored as the *2012 Business of the Year* by the Calistoga Chamber of Commerce, I believe we are the best venue for getting city legal announcements into local homes.

Thank you for the consideration,



Pat Hampton
Publisher/Owner

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.

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: Friday.

2. Indicate column format:

Legal 1 col = 1 1/2"

Display 1 col = 2"

3. This newspaper observes the following holidays:

Christmas, Thanksgiving, July 4, Memorial Day

The deadline to submit publications for holidays is:

The day before press day - depends on when holiday falls

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 noon Tues

Display noon Tues

(We have allowed Wed. a.m. following Tues council mtgs)

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: Calistoga ON THE 26th DAY OF June, 2012

BY pat hampton (Signature), owner/publisher (Title)

on behalf of self (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: \$ 10.65
4. \$ _____ (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 _____ No <input checked="" type="checkbox"/> If so, please indicate |
-

3. See the enclosed "Exhibit 2" to typeset and set up as 2 column by 6 inch ad.
4. Dollar rate per column inch: \$ 10.65
5. \$ 95.85 (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 Calistoga Tribune Phone 942-5181

Address 1007 Washington St. #3 Calistoga CA 94515
(Street) (City) (State) (Zip)

SI Jathampton Title owner/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.

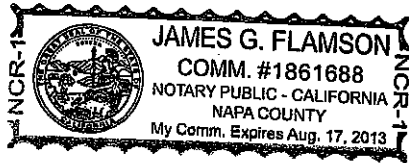
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of NAPA }

On JUNE 27, 2012 before me, JAMES G. FLAMSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared PATRICIA A. HAMPTON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT

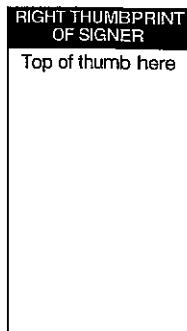
Document Date: JUNE 27, 2012 Number of Pages: 8

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|---|---|
| <input type="checkbox"/> Corporate Officer -- Title(s): _____ | <input type="checkbox"/> Corporate Officer -- Title(s): _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partner -- <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner -- <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |



Signer Is Representing: _____

Signer Is Representing: _____

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

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**BY ORDER OF THE CALISTOGA
CITY COUNCIL**

Amanda Davis
Deputy City Clerk
City of Calistoga

*(Legals are set in 7 pt
on 8.5 leading, which is
smaller than the RFP
requires and helps save
the city money.)*

9.5" at submitted
contract rate:
\$101.17

EXHIBIT 2



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 for information and application or call 942-2805. **Deadline to apply is May 18, 2012, 4:00PM.**

EXHIBIT 2
(as requested in the RFP))



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TO THE CITY MANAGER**

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Go to www.ci.calistoga.ca.us for information and application or call (707) 942-2805. **Deadline to apply is 4 p.m. on May 18, 2012.**

Display ad size 2 columns (4") by 4.5" deep.
Cost at submitted contract rate: \$95.85

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 Tribune 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: Calistoga Tribune
P.O. Box 1176
Calistoga, CA 94515

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 Spittler
City Manager

By: *Pat Hampton*

APPROVED AS TO FORM:

ATTEST

Michelle Marchetta Kenyon
City Attorney

Amanda Davis, Deputy City Clerk



**UNITED STATES
POSTAL SERVICE®**

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

1. Publication Title <i>Calistoga Tribune</i>	2. Publication Number 20698	3. Filing Date <i>Sept. 30, 2011</i>
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4. Issue Frequency <i>Weekly - Friday</i>	5. Number of Issues Published Annually <i>52</i>	6. Annual Subscription Price <i>740</i>
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7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) <i>1007 Washington St., #3, Calistoga, CA 94515</i>	Contact Person <i>Pat Hampton</i>
	Telephone (include area code) <i>707-942-5181</i>

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)
1007 Washington St., #3, Calistoga, CA 94515

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

Publisher (Name and complete mailing address)
Pat Hampton 1007 Washington St., #3, Calistoga, CA 94515
Ramona Asmus

Editor (Name and complete mailing address)
Pat Hampton 1007 Washington St., #3, Calistoga, CA 94515

Managing Editor (Name and complete mailing address)
N/A

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
<i>Palisades Publishing, LLC</i>	<i>2005 High Rocks Rd, Calistoga, CA 94515</i>

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

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)

Publication Title Calistoga Tribune		14. Issue Date for Circulation Data Below Sept. 7, 2011	
15. Extent and Nature of Circulation Weekly		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)		1275	1350
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)	133	139
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	769	771
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	151	155
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)	0	0
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))		1065	1065
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	0	0
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	0	0
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	0	0
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	32	27
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		32	27
f. Total Distribution (Sum of 15c and 15e)		1085	1092
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		61	50
h. Total (Sum of 15f and g)		1146	1142
i. Percent Paid (15c divided by 15f times 100)		97%	97.5%
16. Publication of Statement of Ownership			
<input checked="" type="checkbox"/> If the publication is a general publication, publication of this statement is required. Will be printed in the Oct. 7, 2011 issue of this publication.		<input type="checkbox"/> Publication not required.	
17. Signature and Title of Editor, Publisher, Business Manager, or Owner J. Hampton, publisher, reg member			Date 9-30-11
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).			

United States Postal Service
Postage Statement - Periodicals
One Issue or One Edition

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

Publication Title and Owner or News Agent's Name
Mailing Agent's (Printer or Consolidator) Name, Address, Telephone Number, and Email Address if Any
Entry Post Office Name, State, and ZIP+4

Applicable Parts Completed
Price Category
Combined Mailing
Consolidated Postage Statement
Publication No.
Edition/Code
Mailing Date
Processing Category
No. of Addressed Pieces Excluding Addressed Supplements

Table with 4 columns: Part Name, Total Part Name, Amount, and Total Amount. Rows include Part A (In-County Prices Total), Part B (Outside County Pound Prices), Part C (Outside County Piece Prices), Part D (Outside County Bundle Prices), Part E (Outside County Sack/Tray/Pallet Prices), Outside County Postage, Preferred Price Discount, Subtract the Preferred Price Discount, Part F (Outside County Ride-Along and Repositionable Notes), Total Outside County Postage, and Add Total In County Postage and Total Outside County Postage.

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.

Owner or Agent's Name
Owner or Agent's Signature
Name and Telephone Number of Contact Person in Publisher's Office
Post Office Computed Weight per Copy
Round Stamp (Required) Payment Date
USPS Employee's Signature
Print USPS Employee's Name

Periodicals - One Issue or One Edition - In-County

Part A
In-County

Check box at left if prices are populated in this section.

Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester Copies	Total Copies	Total Pounds	Price	Total Postage
A1	DDU	673	673	74.000	\$0.142	10.508
A2	None	98	98	11.000	0.165	2.035
A3	Total Pound Price Postage (Add lines A1 and A2)					12.543

Piece Price (Presort)

Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage
A4	Nonautomation	4	4	0.131	0.524
A5	Automation Letters			0.059	
A6	Automation Flats			0.115	
A7	Nonautomation			0.119	
A8	Automation Letters			0.049	
A9	Automation Flats	8	8	0.107	0.856
A10	Nonautomation			0.106	
A11	Automation Letters			0.047	
A12	Automation Flats	72	72	0.100	7.200
A13	Basic	687	687	0.060	41.220
A14	High Density			0.044	
A15	Saturation			0.030	
A16	Presort Subtotal (Add lines A4-A15)		771	771	49.800
A17	Number of Addressed Pieces at DDU Prices		673	\$0.008	5.384

A18	Piece Price Subtotal (A16 minus A17)			44.416
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Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =
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A20	Periodicals In-County Subtotal (Line A18 minus A19)	44.416
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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		.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		.005	

A23	Other Subtotal (Add lines A21 and A22)			
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Part A Total (Add lines A3, A20, and A23) Pos master: Report in AIC 224 **56.95**

Periodicals - One Issue or One Edition - Outside County
 Part B
Outside-County - Pound Prices

Check box at left if prices are populated in this section.

For Nonprofit & Classroom: All commingled nonsubscriber or nonrequester copies over the 10% limit must pay regular prices & use a separate PS Form 3541.

Advertising Pound Prices

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Advertising Pounds	Price		Total Postage
						Reg	Sci/Ag	
B1	DDU					\$0.133	\$0.100	
B2	DSCF					0.203	0.152	
B3	DADC					0.215	0.161	
B4	1 & 2	84	84	9.000	2.000	0.240	0.160	0.480
B5	3	7	7	1.000	1.000	0.263		0.263
B6	4	17	17	2.000	1.000	0.322		0.322
B7	5	12	12	1.000	1.000	0.410		0.410
B8	6	1	1	1.000	1.000	0.503		0.503
B9	7	4	4	1.000	1.000	0.616		0.616
B10	8	14	14	2.000	1.000	0.711		0.711
B11	Subtotal (Add lines B1-B10)			139	17.000	8.000		3.305

Nonadvertising Pound Prices

Entry Zone	Total Pounds	minus	Advertising Pounds	equals	Nonadvertising X Pounds	Price		Total Postage
						Reg	Sci/Ag	
B12	DDU	(From B1)		(From B1)		\$0.111	\$0.111	
B13	DSCF	(From B2)		(From B2)		0.168	0.168	
B14	DADC	(From B3)		(From B3)		0.179	0.179	
B15	All Others	17.000 (From B4-B10)	8.000 (From B4-B10)		1.000	0.200	0.200	1.800
B16	Subtotal (Add lines B12-B15)							1.800

Pound Price Postage Total (Add lines B11 and B16)**5.105**

Nonadvertising Pound Prices - Alternate (Nonprofit and Classroom publications with 10% or less advertising, or other publications with 0% advertising.)

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Price		Total Postage
					Reg	Sci/Ag	
B12	DDU				\$0.111	\$0.111	
B13	DSCF				0.168	0.168	
B14	DADC				0.179	0.179	
B15	All Others				0.200	0.200	
B16	Subtotal (Add lines B12-B15)						

Part B Total - Pound Price Total (Add lines B11 and B16)

Periodicals - One Issue or One Edition - Outside County**Part C**
Outside-County - Piece Prices

Check box at left if prices are populated in this section.

Machinable Flats		Price Level	Total Copies	Addressed Pieces	Price	Total Postage
C1	Mixed ADC	Barcoded	66	66	\$0.407	26.862
C2		Nonbarcoded	1	1	0.439	0.439
C3	ADC	Barcoded	6	6	0.381	2.286
C4		Nonbarcoded			0.404	
C5	3-Digit	Barcoded	52	52	0.366	19.032
C6		Nonbarcoded			0.387	
C7	5-Digit	Barcoded	14	14	0.280	3.920
C8		Nonbarcoded			0.289	

Nonmachinable Flats and Parcels

C9	Mixed ADC	Barcoded (flats only)			0.570	
C10		Nonbarcoded			0.615	
C11	ADC	Barcoded (flats only)			0.474	
C12		Nonbarcoded			0.499	
C13	3-Digit	Barcoded (flats only)			0.413	
C14		Nonbarcoded			0.424	
C15	5-Digit	Barcoded (flats only)			0.306	
C16		Nonbarcoded			0.306	

Letters

C17	Mixed ADC	Barcoded			0.318	
C18		Nonbarcoded			0.439	
C19	ADC	Barcoded			0.278	
C20		Nonbarcoded			0.404	
C21	3-Digit	Barcoded			0.258	
C22		Nonbarcoded			0.387	
C23	5-Digit	Barcoded			0.197	
C24		Nonbarcoded			0.289	

Carrier Route & Firm Bundles

C25	Basic				0.182	
C26	High-Density				0.153	
C27	Saturation				0.134	
C28	Firm Bundle (Use "Addressed Pieces" to calculate postage)				0.181	
C29	Subtotal (Add lines C1 through C28)		139	139		52.539
C30	Nonadv. % (100 minus adv.%) <u>74.00</u> X # of Addressed Pieces (C29) X \$0.00099				10.1831	

C31	Subtotal Outside County Piece Prices (Line C29 minus C30)				42.3560	
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Cont. next page

Periodicals - One Issue or One Edition - Outside County

Part C - Continued

Check box at left if prices are populated in this section.

Outside-County - Piece Prices

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)	42.3560
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Part D

Check box at left if prices are populated in this section.

Outside County - Bundle Prices

Container Level	Bundle Level	B Indices	Price	Total Postage
D1	Mixed ADC	3	\$0.078	0.234
D2	ADC	1	0.204	0.204
D3	3-Digit/SCF	3	0.271	0.813
D4	6-Digit		0.280	
D5	Firm		0.182	
D6	ADC		0.113	
D7	3-Digit/SCF		0.186	
D8	5-Digit		0.202	
D9	Carrier Route		0.319	
D10	Firm		0.151	
D11	3-Digit/SCF	2	0.127	0.254
D12	5-Digit	1	0.147	0.147
D13	Carrier Route		0.283	
D14	Firm		0.139	
D15	5-Digit		0.142	
D16	Carrier Route		0.149	
D17	Firm		0.078	

Part D Total (Add lines D1-D17)	13	1.652
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Periodicals - One Issue or One Edition - Outside County

Part E

Check box at left if prices are populated in this section.

Outside-County - Sack and Tray Prices

Outside-County - Sack/Tray Prices

	Container Level	Entry	Sacks/Trays	Price	Total Postage
E1	Mixed ADC Sack/Tray	Origin ADC		\$0.426	
E2		Origin SCF		0.426	
E3		Origin Post Office/DMU	1	0.426	0.852
E4	ADC Sack/Tray	Origin NDC		2.039	
E5		Origin ADC		2.039	
E6		Origin SCF		2.039	
E7		Origin Post Office/DMU		2.039	
E8		Destination NDC		1.420	
E9		Destination ADC		0.812	
E10	3-Digit / SCF Sack/Tray	Origin NDC		2.130	
E11		Origin ADC		2.130	
E12		Origin SCF		2.130	
E13		Origin Post Office/DMU	3	2.130	6.390
E14		Destination NDC		1.522	
E15		Destination ADC		1.217	
E16		Destination SCF		0.812	
E17	5-Digit / Carrier Route Sack/Tray	Origin NDC		2.739	
E18		Origin ADC		2.739	
E19		Origin SCF		2.739	
E20		Origin Post Office/DMU		2.739	
E21		Destination NDC		2.029	
E22		Destination ADC		1.725	
E23		Destination SCF		1.319	
E24		DDU		0.913	
E25	Part E Sack and Tray Total (Add lines E1-E24)		5	7.242	

Periodicals - One Issue or One Edition - Outside County

Part E - Continued

Check box at left if prices are populated in this section.

Outside-County - Pallet Prices

Outside-County - Pallet Prices

Container Level	Entry	Pallets	Price	Total Postage
E26	ADC Pallet	Origin NDC	\$28,840	
E27		Origin ADC	28,840	
E28		Origin SCF	28,840	
E29		Origin Post Office/DMU	28,840	
E30		Destination NDC	22,725	
E31		Destination ADC	12,580	
E32		3-Digit / SCF Pallet	Origin NDC	34,361
E33	Origin ADC		34,361	
E34	Origin SCF		34,361	
E35	Origin Post Office/DMU		34,361	
E36	Destination NDC		24,145	
E37	Destination ADC		21,000	
E38	Destination SCF		11,261	
E39	5-Digit / Carrier Route Pallet	Origin NDC	43,394	
E40		Origin ADC	43,394	
E41		Origin SCF	43,394	
E42		Origin Post Office/DMU	43,394	
E43		Destination NDC	32,363	
E44		Destination ADC	30,638	
E45		Destination SCF	20,696	
E46		DDU	1,623	

E47	Part E Pallet Total (Add lines E26-E46)	
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Part E Total (add lines E25 and E47)

Part F

Ride-Along Price and Repositionable Notes (Outside-County Only)

Check box at left if prices are populated in this section.

Ride-Along Price

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

	Total Copies	Addressed Pieces	Price	Total Postage
F1 Ride-Along Pieces			\$0.185	

Repositionable Notes

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

	Total Copies	Addressed Pieces	Price	Total Postage
F2 Repositionable Notes			\$0.015	

Part F Total (Add lines F1 and F2)

Postage Statement - Periodicals

One Issue or One Edition Unless Used as a Consolidated Statement

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

Mailer	Publication Title and Owner or News Agent's Name CALISTOGA TRIBUNE	Mailing Agent's (Printer or Consolidator) Name, Address, Telephone Number, and Email Address if Any CALISTOGA TRIBUNE PO BOX 1176 CALISTOGA, CA 94515	Entry Post Office Name, State, and ZIP+4 CALISTOGA CA 94515
	CAPS Customer Ref. No. _____ CRID _____	Printer/Consolidator Imprint Permit No. _____ CRID _____	

Mailing	Applicable Parts Completed (select all that apply) <input checked="" 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 type="checkbox"/> No
	Publication No. 20698	Edition/Code 11/11	Mailer's Mailing Date 06/21/2012	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 903
	Issue Date 06/22/2012	Issue Frequency WEEKLY	Statement Sequence No.	Advertising Percentage in This Issue 18.00 %	Number and Type of Containers (Enter total number of containers) ____ Trays 15 Sacks ____ Pallets
	Weight of a Single Ride-Along piece 0 lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.1350 pounds	For Automation Pieces, Enter Date of Address Matching and Coding 0 6 / 2 0 / 2 0 1 2	For Carrier Route Pieces, Enter Date of Address Matching and Coding	For Carrier Route Pieces, Enter Date of Carrier Route Sequencing

Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)			61.30
Part B - Outside-County Pound Prices	<i>Total Part B (Page 3)</i>	5.593	
Part C - Outside-County Piece Prices	<i>Total Part C (Page 4)</i>	39.4360	
Part D - Outside-County Bundle Prices	<i>Total Part D (Page 5)</i>	1.405	
Part E - Outside-County Sack/Tray/Pallet Prices	<i>Total Part E (Page 6 & 7)</i>	7.432	
Outside-County Postage	<i>Subtotal Parts B, C, D, and E</i>	53.8660	
Preferred Price Discount - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals) 0.0 X .05 (all others enter zero)		- 0.0	
Subtract the Preferred Price Discount from the Outside-County Postage		= 53.866	
Part F - Outside-County Ride-Along and Repositionable Notes (Page 7)		+	
Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)			53.87
Add Total In-County Postage and Total Outside-County Postage			Total Postage (AIC 224 + AIC 135) 115.17

Certification

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.

Owner or Agent's Name	USPS Use Only To be completed in non-Posta/One sites	Post Office Computed Weight per Copy (Round off to 4 decimal places if necessary)	USPS Use Only To be completed in non-Posta/One sites
Owner or Agent's Signature <i>Julie Jalkan</i>		Time _____ AM _____ PM	
Name and Telephone Number of Contact Person in Publisher's Office 942-5181		USPS Employee's Signature	
		Print USPS Employee's Name	

Round Stamp (Required) Payment Date

Periodicals - One Issue or One Edition - In-County

Part A
In-County

Check box at left if prices are populated in this section.

Pound Price

Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester Copies	Total Copies	Total Pounds	Price	Total Postage	
A1	DDU	671	671	91.000	\$0.145	13.195	
A2	None	101	101	14.000	0.189	2.646	
A3	Total Pound Price Postage (Add lines A1 and A2)						15.841

Piece Price (Presort)

Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage	
A4	Nonautomation	3	3	\$0.133	0.399	
A5	Automation Letters			0.060		
A6	Automation Flats			0.117		
A7	Nonautomation			0.121		
A8	Automation Letters			0.050		
A9	Automation Flats	11	11	0.109	1.199	
A10	Nonautomation			0.108		
A11	Automation Letters			0.048		
A12	Automation Flats	73	73	0.102	7.446	
A13	Basic	685	685	0.061	41.785	
A14	High Density			0.045		
A15	Saturation			0.031		
A16	Presort Subtotal (Add lines A4-A15)		772		50.829	
A17	Number of Addressed Pieces at DDU Prices			671	0.008	5.368
A18	Piece Price Subtotal (A16 minus A17)					45.461

Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =	
A20	Periodicals In-County Subtotal (Line A18 minus A19)	45.461

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	Other Subtotal (Add lines A21 and A22)			
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Part A Total (Add lines A3, A20, and A23) Postmaster: Report in AIC 224

61.30

Periodicals - One Issue or One Edition - Outside-County

Part B
Outside-County - Pound Prices

Check box at left if prices are populated in this section.

For Nonprofit & Classroom: All commingled nonsubscriber or nonrequester copies over the 10% limit must pay regular prices & use a separate PS Form 3541.

Advertising Pound Prices

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Advertising Pounds	Price		Total Postage
						Reg	Sci/Ag	
B1	DDU					\$0.135	\$0.101	
B2	DSCF					0.206	0.155	
B3	DADC					0.219	0.164	
B4	1 & 2	81	81	11.000	2.000	0.244	0.183	0.488
B5	3	6	6	1.000	1.000	0.267		0.267
B6	4	12	12	2.000	1.000	0.327		0.327
B7	5	11	11	1.000	1.000	0.417		0.417
B8	6	3	3	1.000	1.000	0.512		0.512
B9	7	4	4	1.000	1.000	0.626		0.626
B10	8	14	14	2.000	1.000	0.723		0.723
B11	Subtotal (Add lines B1-B10)			131	19.000	8.000		3.360

Nonadvertising Pound Prices

Entry Zone	Total Pounds	minus	Advertising Pounds	equals	Nonadvertising Pounds	X	Price		Total Postage
							Reg	Sci/Ag	
B12	DDU	(From B1)	(From B1)				\$0.113	\$0.113	
B13	DSCF	(From B2)	(From B2)				0.171	0.171	
B14	DADC	(From B3)	(From B3)				0.182	0.182	
B15	All Others	(From B4-B10)	(From B4-B10)	11.000			0.203	0.203	2.233
B16	Subtotal (Add lines B12-B15)								2.233

Pound Price Postage Total (Add lines B11 and B16)

5.593

Nonadvertising Pound Prices - Alternate (Nonprofit and Classroom publications with 10% or less advertising, or other publications with 0% advertising.)

Entry Zone	Subscriber or Requester Copies	Nonsubsc. or Nonreq. Copies	Total Copies	Total Pounds	Price		Total Postage	
					Reg	Sci/Ag		
B12	DDU				\$0.113	\$0.113		
B13	DSCF				0.171	0.171		
B14	DADC				0.182	0.182		
B15	All Others				0.203	0.203		
B16	Subtotal (Add lines B12-B15)							

Part B Total - Pound Price Total (Add lines B11 and B16)

5.593

Periodicals - One Issue or One Edition - Outside-County

Part C
Outside-County - Piece Prices

Check box at left if prices are populated in this section.

Machinable Flats

	Level	Price Level	Total Copies	Addressed Pieces	Price	Total Postage
C1	Mixed ADC	Barcoded	61	61	\$0.414	25.254
C2		Nonbarcoded	1	1	0.446	0.446
C3	ADC	Barcoded	9	9	0.387	3.483
C4		Nonbarcoded			0.411	
C5	3-Digit	Barcoded	46	46	0.372	17.112
C6		Nonbarcoded			0.394	
C7	5-Digit	Barcoded	14	14	0.285	3.990
C8		Nonbarcoded			0.294	

Nonmachinable Flats and Parcels

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

Letters

C17	Mixed ADC	Barcoded			\$0.323	
C18		Nonbarcoded			0.446	
C19	ADC	Barcoded			0.283	
C20		Nonbarcoded			0.411	
C21	3-Digit	Barcoded			0.262	
C22		Nonbarcoded			0.394	
C23	5-Digit	Barcoded			0.200	
C24		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	Subtotal (Add lines C1 through C28)		131	131		50.285
C30	Nonadv. % (100 minus adv.%) <u>82.00</u> X # of Addressed Pieces (C29) X \$0.00101				10.8494	

C31	Subtotal Outside County Piece Prices (Line C29 minus C30)					39.4360
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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) **39.4360**

Periodicals - One Issue or One Edition - Outside-County

Part D
Outside County - Bundle Prices

Check box at left if prices are populated in this section.

Container Level	Bundle Level	Bundles	Price	Total Postage	
D1	Mixed ADC	Mixed ADC	3	\$0.079	0.237
D2		ADC	1	0.208	0.208
D3		3-Digit/SCF	2	0.276	0.552
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	2	0.129	0.258
D12		5-Digit	1	0.150	0.150
D13		Carrier Route		0.288	
D14		Firm		0.142	
D15	CR/ 5-Digit	5-Digit		0.145	
D16		Carrier Route		0.152	
D17		Firm		0.079	

Part D Total (Add lines D1-D17)

1.405

Periodicals - One Issue or One Edition - Outside-County



Part E

Outside-County - Sack and Tray Prices

Check box at left if prices are populated in this section.

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	0.874
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	3-Digit / SCF Sack/ Tray	Destination NDC		1.457	
E10		Destination ADC		0.833	
E11		Origin NDC		2.186	
E12		Origin ADC		2.186	
E13		Origin SCF		2.186	
E14		Origin Post Office/DMU	3	2.186	6.558
E15		Destination NDC		1.562	
E16		Destination ADC		1.249	
E17	Destination SCF		0.833		
E18	5-Digit/ Carrier Route Sack/Tray	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	Part E Sack and Tray Total (Add lines E1-E25)				7.432

Periodicals - One Issue or One Edition - Outside-County

Part E - Continued

Check box at left if prices are populated in this section.

Outside-County - Pallet Prices

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	Destination SCF		11.460	
E44	5-Digit / Carrier Route Pallet	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	Part E Pallet Total (Add lines E27-E51)	
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Part E Total (add lines E26 and E52)

Part F

Ride-Along Price and Repositionable Notes (Outside-County Only)

Check box at left if prices are populated in this section.

Ride-Along Price (Must equal the number of copies, not number of addressed pieces)		Total Copies	Addressed Pieces	Price	Total Postage
F1	Ride-Along Pieces			\$0.165	
Repositionable Notes (Must equal the number of copies, not number of addressed pieces)		Total Copies	Addressed Pieces	Price	Total Postage
F2	Repositionable Notes			\$0.015	

Part F Total (Add lines F1 and F2)



This form may be generated as the output of address matching processing using CASS-Certified™ software in conjunction with current USPS® address database files. Any facsimile must contain the same information in the same format as the printed form

Carl T. U 6/21/12

CASS™ Summary Report

See DMM Section 708 for more information

A. Software

1. CASS Certified Company Name Melissa Data	2. CASS Certified Software Name & Version AddressObject version 9.00.00.N	3. Configuration STD
4. Z4Change Certified Company Name	5. Z4Change Certified Software Name & Version	6. Configuration
7. DirectDPV Certified Company Name	8. DirectDPV Certified Software Name & Version	9. Configuration
10. eLOT Certified Company Name Melissa Data	11. eLOT Certified Software Name & Version AddressObject version 9.00.00.N	12. Configuration STD
1. MASS Certified Company Name	2. MASS Certified Software Name, Version & Model No.	3. Configuration
		4. MLOCR Serial No.

B. List

1. List Processor's Name CAL TRIB 6-21-12.dbf	2. Date List Processed	3. Date of Database Product Used
	a. Master File 06/20/2012	a. ZIP + 4 File 04/15/2012
	b. Z4Change	b. Z4Change
	c. DirectDPV	c. DirectDPV
	d. eLOT 06/20/2012	d. eLOT 4/15/2012
	e. CRIS	e. CRIS
4. List Name or ID No. (If using ID No., number must start with ID#)	5. Number of Lists	6. Total Records Submitted for Processing
CAL TRIB 6-21-12.dbf	1	903

C. Output

Output Rating	1. Total Coded	2. Validation Period	Output Rating	1. Total Coded	2. Validation Period
a. ZIP+4/DPV Confirmed	899	From To 06/20/2012 12/17/2012	d. 5-Digit Coded	899	From To 06/20/2012 06/20/2013
b. Z4Change Processed			e. CRRT Coded	899	From To 06/20/2012 09/18/2012
c. DirectDPV		From To	f. eLOT Assigned	899	From To 06/20/2012 09/18/2012

D. Mailer

I certify that the mailing submitted with this form has been coded (as indicated above) using CASS-certified software meeting all of the requirements listed in DMM Section 708.		3. Name and Address of Mailer HEALDSBURG PRINTING, INC. PO BOX 980 HEALDSBURG, CA 95448
1. Mailer's Signature 	2. Date Signed 6-21-12	

E. Qualitative Statistical Summary (QSS)

For Informational Purposes Only: QSS is solely made available for the list processor's review and analysis. This information is not to be considered by the Postal Service personnel in determining rate eligibility under any circumstances. See reverse for a detailed explanation.

High Rise Default	High Rise Exact	RR Default	RR Exact	LacLink®	EWS	SuiteLink®
8	78	0	0	1	0	0

Private Notice: For information regarding our Privacy Policy, visit www.usps.gov.

Report: USPS Qualification Report
 Entry: CALISTOGA, CA 94515
 Sort: Periodicals, DMM 707.23
 File: CAL TRIB 6-21-12.dbf
 Publication Name: CALISTOGA TRIBUNE
 Presort Object (Build 2719) ZAP ZC-20120315

Mailer: HEALDSBURG PRINTING, INC.
 Mail ID: 16
 Date: 06/21/2012
 Page 1 of 1
 Publication No: 20698
 Presort Version 9.01.00.N

Sack #	Sack Lvl	Sack ZIP	Pkg Dest	Zone	Copies	Rates						Running	Mailed	Act Res			
						WS	HD	CR	5D	3D	BS	AD	MD	Total	To	Dlv	Dlv
1	CRD	94515	C001	ICD	76			76					76				
2	CRD	94515	C002	ICD	124			124					200				
3	CRD	94515	C003	ICD	90			90					290				
4	CRD	94515	C004	ICD	94			94					384				
5	CRD	94515	R001	ICD	89			89					473				
6	CRD	94515	R002	ICD	107			107					580				
7	CRD	94515	R003	ICD	59			59					639				
8	CR5	94515	B002	ICD	9			9					648				
			B004		9			9					657				
			B009		7			7					664				
			B010		7			7					671				

Totals 0 0 671 0 0 0 0 0 671

Rate Summary Pieces
 Saturation(WS): 0
 High Density(HD): 0
 Basic(CR): 671
 5-Digit(5D): 0
 3-Digit(3D): 0
 Basic(BS): 0
 ADC(AD): 0
 MADC(MD): 0
 TOTAL Reg. Nonauto. 671

Outside County		Outside County	
Container Summary	Total Nbr	Bundle Summary	Total Nbr
5digit/Scheme	0	5digit/Scheme	0
3digit/SCF	0	3digit/Scheme	0
ADC	0	ADC	0
OMX/MADC	0	OMX/MADC	0
TOTAL	0		0

Presort Object (Build 2719)
Presort Version 9.01.00.N
Mailing Summary
Sort: Enhanced CRRT WS/HD/LOT Flats
Entry: CALISTOGA CA 94515
Job Number: 2

Page 1 of 1
Date: 06/20/2012
File: CAL TRIB 6-21-12.dbf

Cntr #	Cntr Lvl	Pkg Num	Zip	Group Dest	Container Destination	Pieces	Cntr Total
1	CR3	1 2	945	C001 R001	OAKLAND CA 945	7 7	14
Total Containers:			1				
Total Packages:			2				
Total Pieces:			14				

Report: USPS Qualification Report
 Entry: CALISTOGA CA 94515
 Sort: Periodicals, DMM 705.9
 File: CAL TRIB 6-21-12.dbf
 Publication Name: CALISTOGA TRIBUNE
 Presort Object (Build 2719), ZAP ZC-20120315

Mailer: HEALDSBURG PRINTING, INC.
 Mail ID: 16
 Date: 06/21/2012
 Page 1 of 1
 Publication No: 20698
 Presort Version 9.01.00.N

Sack #	Sack Lvl	Sack ZIP	Pkg Dest	Zone	Copies	Rates							Running				
						5B	3B	BB	AB	MB	5D	3D	BS	AD	MD	Total	
1	SDG	94574	94574	IC	31	31											31
2	3DG	945	S945	MXD	21		21										52
			94515	IC	21	21											73
			94558	IC	8	8											81
			S94559	IC	13	13											94
3	3DG	954	954	1&2	19		19										113
			S95405	1&2	14	14											127
			95404														
			95405														
			95409														
4	SCF	945	945	IC	3									3			130
			946	1&2	3					3							133
5	OMX	945	S940	1&2	8		8										141
			944														
			A940	MXD	9				9								150
			M945	1&2	1											1	151
			M945	MXD	37					37							188
			956	1&2	9		9										197
6	MADC	945	M945	MXD	21					21							218

Totals						87	57	0	9	61	0	0	3	0	1		218

Rate Summary
 Automation 5-Digit(5B): 87
 Automation 3-Digit(3B): 57
 Automation ADC(AB): 9
 Automation MADC(MB): 61
 Automation Basic(BB): 0
 Total Automation 214

Non-Automation 5-Digit(5D): 0
 Non-Automation 3-Digit(3D): 0
 Non-Automation ADC(AD): 0
 Non-Automation MADC(MD): 1
 Non-Automation Basic(BS): 3
 Total Non-Automation 4

Outside County Container Summary
 5digit/Scheme 0
 3digit/SCF 3
 ADC 0
 OMX/MADC 2
 TOTAL 5

Outside County Bundle Summary
 5digit/Scheme 1
 3digit/Scheme 4
 ADC 1
 OMX/MADC 4
 TOTAL 10

Presort Object (Build 2719)
 Presort Version 9.01.00.N
 Mailing Summary
 Sort: PER Co-Sacked Auto/Nonauto Flats
 Entry: CALISTOGA CA 94515
 Job Number: 3

Page 1 of 1
 Date: 06/20/2012
 File: CAL TRIB 6-21-12.dbf

Cntr #	Cntr Lvl	Pkg Num	Zip	Group Dest	Container Destination	Pieces	Cntr Total
1	5DG	1	94574	94574	SAINT HELENA CA 94574	31	31
2	3DGS	2	945	945	OAKLAND CA 945	21	
		3		94515		21	
		4		94558		8	
		5		94559		13	63
3	3DGS	6	954	954	NORTH BAY CA 954	19	
		7		95405		14	33
4	3DG	8	945	945	SCF OAKLAND CA 945	3	
		9		946		3	6
5	MADC	10	945	940	OMX OAKLAND CA 945	8	
		11		A940		9	
		12		M945		1	
		13		M945		37	
		14		956		9	64
6	MADC	15	945	M945	MXD OAKLAND CA 945	21	21

Total Containers: 6
 Total Packages: 15
 Total Pieces: 218