



CITY OF CALISTOGA

REQUEST FOR PROPOSALS FOR

CITY-WIDE ADVERTISING

PRINTING/PUBLISHING SPECIFICATIONS

July 1, 2013 - June 30, 2014

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, 2013. 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, 2013 through June 30, 2014.

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 14, 2013 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) 942-2807 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, 2013 through June 30, 2014.

SECTION A: GENERAL

1. This newspaper is published 1 day(s) per week, on the following days: Friday.
2. Indicate column format:
Legal 1.5"
Display 2.0"
3. This newspaper observes the following holidays:
President's Day, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas
The deadline to submit publications for holidays is:
Tuesday, noon
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 Tuesday noon
Display Tuesday noon
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.

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: \$ 11⁰⁰
4. \$ 85.25 (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 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: \$ 11⁰⁰

5. \$ 99⁰⁰ (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 2012, and the circulation amount for February 2013. Please also include the number of paid subscriptions in the 94515 zip code area. If available, please verify the newsrack sales for 2012. 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 pat hampton 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 14, 2013, 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 14, 2013, 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

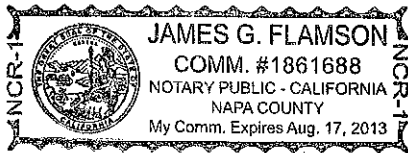
State of California

County of NAPA

On JUNE 13, 2013 before me, JAMES G. FLAMSON, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared PATRICIA 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 13, 2013 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: _____

EXHIBIT 1

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, April 16, 2013, 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:

Zoning Code Amendment ZO 2013-1: Consideration of text amendments initiated by the City of Calistoga to the Calistoga Municipal Code, amending Title 17 (Zoning) to establish a procedure whereby persons with disabilities seeking equal access to housing may request reasonable accommodation in the application of zoning laws and other land use regulations, policies and procedures. The proposed amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) of the CEQA Guidelines.

If you challenge the city's 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, April 13, 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

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

7.75" at submitted
contract rate: \$85.25

EXHIBIT 2
(as requested in the RFP))



**ADMINISTRATIVE
SERVICES TECHNICIAN**

CITY OF CALISTOGA – Salary: \$53,940 - \$65,544 plus benefits. The Administrative Services Technician reports directly to the Administrative Services Director and is responsible for providing a complete range of accounting work including payroll. Requires 3 years of progressively responsible accounting and payroll in a municipal agency.

Applications and other information may be obtained from the City of Calistoga, Personnel, 1232 Washington St., Calistoga, CA 94515 at (707) 942-2803; or on the city website at www.ci.calistoga.ca.us

Deadline to apply is February 1, 2013, 4:30 p.m. No faxes or email applications will be accepted.

Display ad size 2 columns (4") by 4.5" deep.
Cost at submitted contract rate: \$99

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 2013, 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, 2013 and, subject to City Council approval, be completed not later than June 30, 2014. 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: Pat Hampton
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 Spitler
City Manager

By: pat hampton

APPROVED AS TO FORM:

ATTEST

Michelle Marchetta Kenyon
City Attorney

Amanda Davis, Deputy City Clerk

Calistoga Tribune

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

PAT HAMPTON & RAMONA ASMUS - PUBLISHERS.

June 13, 2013

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 11 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 2013-2014.

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

	<i>Calistoga Tribune</i>	<i>The Weekly Calistogan</i>
• Total Paid Distribution	1,092	602
• Paid subscriptions in county	780	276
• Paid subscriptions outside county	122	29
• Copies sold from newsracks	190	297

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

Thank you for the consideration,



Pat Hampton
Publisher/Owner

Company Detail	
Company Name	CALISTOGA TRIBUNE
Address	PO BOX 1176 CALISTOGA, CA 94515-6176
Contact Name	POSTAL CUSTOMER
Phone Number	(707)942-5181
Profit Indicator	P
PS Form 3607R - Mailing Transaction Receipt	
Account Holder Account Number	124494
Account Holder Permit Number	20698
Account Holder Permit Type	PE
Account Holder CRID	2988816
Post Office of Permit	Post Office Calistoga CA 94515-9998
Post Office of Mailing	Post Office Calistoga CA 94515-9998
Post Office of Permit Cost Center	051134-0301
Post Office of Mailing Cost Center	051134-0301
Mailing Agent Name	
Mailing Agent CRID	
Mail Owner Name	
Mail Owner CRID	
JOB ID	
Customer Reference ID	
CAPS Transaction Number	N/A
Class of Mail	Periodicals
Processing Category	Flats
Postage Statement ID	163429115
Mailing Group ID	121619339
Mailer's Mailing Date	06/07/2013
Total Pieces	902 pcs.
Weight of a single-piece	0.2740 lbs.
Total Weight	247.1480 lbs.
Total Number of Containers	14
Total Postage (Without Incentive/Fee)	\$ 132.03
Total Incentive/Discount	\$ 0.00
Fee	\$ 0.00
Total Adjusted Postage	\$ 132.03
Payment Date and Time	06/07/2013 15:02
Payment Transaction Number	201315817023268M1
Mailer Figures Adjusted?	No
Person authorizing adjustment	
Name	
Phone Number	
Acceptance Site Mailer ID	
Clerk Initials	LAC
Mail Arrival Date and Time	06/07/2013 14:54

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) **1503** **06/07/13**

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 11/60	Mailer's Mailing Date 06/06/2013	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 902
	Issue Date 06/07/2013	Issue Frequency WEEKLY	Statement Sequence No.	Number of Addressed Supplements In-County _____ Outside-County _____	
	Weight of a Single Ride-Along piece 0 lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.2740 pounds	Advertising Percentage in This Issue 20.00 %	Number and Type of Containers. (Enter total number of containers) Trays 14 Sacks _____ Pallets _____	
For Automation Pieces, Enter Date of Address Matching and Coding 0 6 / 0 4 / 2 0 1 3	For Carrier Route Pieces, Enter Date of Address Matching and Coding	For Carrier Route Pieces, Enter Date of Carrier Route Sequencing	For pieces bearing a simplified address enter date of delivery statistics file or alternative method 0 6 / 0 4 / 2 0 1 3		

Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)			79.53
Part B - Outside-County Pound Prices	<i>Total Part B (Page 3)</i>	8.612	
Part C - Outside-County Piece Prices	<i>Total Part C (Page 4)</i>	37.7010	
Part D - Outside-County Bundle Prices	<i>Total Part D (Page 5)</i>	1.157	
Part E - Outside-County Sack/Tray/Pallet Prices	<i>Total Part E (Page 6 & 7)</i>	7.612	
Outside-County Postage	Subtotal Parts B, C, D, and E	56.0820	
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		= 55.082	
Part F - Outside-County Ride-Along and Repositionable Notes (Page 7)		+	
Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)			55.08
Add Total In-County Postage and Total Outside-County Postage			Total Postage (AIC 224 + AIC 135) 134.61

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.

USPS Use Only To be completed in non-Postal/One Sites	Owner or Agent's Name	Post Office Computed Weight per Copy (Round off to 4 decimal places if necessary)	Round Stamp (Required) Payment Date
	Owner or Agent's Signature <i>Pat Hampton</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	

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	696	696	191.000	\$0.149	28.459
A2	None	84	84	23.000	0.194	4.462
A3	Total Pound Price Postage (Add lines A1 and A2)					32.921

Piece Price (Presort)

Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage	
A4	Nonautomation	1	1	\$0.136	0.136	
A5	Automation Letters			0.062		
A6	Automation Flats			0.120		
A7	Nonautomation			0.124		
A8	Automation Letters			0.051		
A9	Automation Flats	9	9	0.112	1.008	
A10	Nonautomation			0.111		
A11	Automation Letters			0.049		
A12	Automation Flats	60	60	0.105	6.300	
A13	Basic	710	710	0.063	44.730	
A14	High Density			0.046		
A15	Saturation			0.032		
A16	Presort Subtotal (Add lines A4-A15)		780	780		52.174
A17	Number of Addressed Pieces at DDU Prices			696	0.008	5.568
A18	Piece Price Subtotal (A16 minus A17)					46.606

Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =	
A20	Periodicals In-County Subtotal (Line A18 minus A19)	46.606

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			\$0.169	

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			\$0.00	

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

79.53

Periodicals - One Issue or One Edition - Outside-County

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

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 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					\$0.138	\$0.104	
B2	DSCF					0.211	0.158	
B3	DADC					0.225	0.169	
B4	1 & 2	75	75	21.000	4.000	0.247	0.185	0.988
B5	3	7	7	2.000	1.000	0.271		0.271
B6	4	9	9	2.000	1.000	0.333		0.333
B7	5	11	11	3.000	1.000	0.426		0.426
B8	6					0.524		
B9	7	2	2	1.000	1.000	0.645		0.645
B10	8	18	18	5.000	1.000	0.749		0.749
B11	Subtotal (Add lines B1-B10)			122	34.000	9.000		3.412

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)				\$0.116	\$0.116	
B13	DSCF	(From B2)	(From B2)				0.175	0.175	
B14	DADC	(From B3)	(From B3)				0.187	0.187	
B15	All Others	(From B4-B10)	(From B4-B10)		25.000		0.208	0.208	5.200
B16	Subtotal (Add lines B12-B15)								5.200

Pound Price Postage Total (Add lines B11 and B16)

8.612

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				\$0.116	\$0.116	
B13	DSCF				0.175	0.175	
B14	DADC				0.187	0.187	
B15	All Others				0.208	0.208	
B16	Subtotal (Add lines B12-B15)						

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

8.612

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	57	57	\$0.424	24.168
C2		Nonbarcoded	1	1	0.457	0.457
C3	ADC	Barcoded	12	12	0.397	4.764
C4		Nonbarcoded			0.421	
C5	3-Digit	Barcoded	37	37	0.381	14.097
C6		Nonbarcoded			0.404	
C7	5-Digit	Barcoded	15	15	0.291	4.365
C8		Nonbarcoded			0.301	

Nonmachinable Flats

C9	Mixed ADC	Barcoded			\$0.594	
C10		Nonbarcoded			0.641	
C11	ADC	Barcoded			0.494	
C12		Nonbarcoded			0.520	
C13	3-Digit	Barcoded			0.430	
C14		Nonbarcoded			0.442	
C15	5-Digit	Barcoded			0.318	
C16		Nonbarcoded			0.319	

Parcels

C17	Mixed ADC				\$0.641	
C18	ADC				0.520	
C19	3-Digit				0.442	
C20	5-Digit				0.319	

Letters

C21	Mixed ADC	Barcoded			\$0.331	
C22		Nonbarcoded			0.457	
C23	ADC	Barcoded			0.290	
C24		Nonbarcoded			0.421	
C25	3-Digit	Barcoded			0.269	
C26		Nonbarcoded			0.404	
C27	5-Digit	Barcoded			0.205	
C28		Nonbarcoded			0.301	

Carrier Route & Firm Bundles

C29	Basic				\$0.193	
C30	High-Density				0.160	
C31	Saturation				0.139	
C32	Firm Bundle (Use "Addressed Pieces" to calculate postage)				0.189	
C33	Subtotal (Add lines C1 through C32)		122	122		47.851
C34	Nonadv. % (100 minus adv.%) $80.00 \times$ # of Addressed Pieces (C33) \times \$0.00104				10.1504	

C35	Subtotal Outside County Piece Prices (Line C33 minus C34)					37.7010
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Full Service Intelligent Mail Option

C36	Number of pieces that comply _____ \times \$0.001 =
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Part C Total (Line C35 minus C36) 37.7010

Periodicals - One Issue or One Edition - Outside-County

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

Part D
Outside County - Bundle Prices

Container Level	Bundle Level	Bundles	Price	Total Postage	
D1	Mixed ADC	Mixed ADC	\$0.081	0.243	
D2		ADC	0.213	0.213	
D3		3-Digit/SCF	1	0.283	0.283
D4		5-Digit		0.292	
D5		Carrier Route			
D6		Firm		0.190	
D7	ADC	ADC	0.118		
D8		3-Digit/SCF		0.195	
D9		5-Digit		0.211	
D10		Carrier Route		0.333	
D11		Firm		0.158	
D12	SCF/ 3-Digit	3-Digit/SCF	2	0.132	0.264
D13		5-Digit	1	0.154	0.154
D14		Carrier Route		0.295	
D15		Firm		0.146	
D16	CR/ 5-Digit	5-Digit		0.149	
D17		Carrier Route		0.156	
D18		Firm		0.081	

Part D Total (Add lines D1-D18)

1.157

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		\$0.449	
E2		Origin ADC		0.449	
E3		Origin SCF		0.449	
E4		Origin Post Office/DMU	2	0.449	0.898
E5	ADC Sack/Tray	Origin NDC		2.134	
E6		Origin ADC		2.134	
E7		Origin SCF		2.134	
E8		Origin Post Office/DMU		2.134	
E9		Destination NDC		1.492	
E10		Destination ADC		0.853	
E11	3-Digit / SCF Sack/ Tray	Origin NDC		2.238	
E12		Origin ADC		2.238	
E13		Origin SCF		2.238	
E14		Origin Post Office/DMU	3	2.238	6.714
E15		Destination NDC		1.599	
E16		Destination ADC		1.279	
E17		Destination SCF		0.853	
E18	5-Digit/ Carrier Route Sack/Tray	Origin NDC		2.877	
E19		Origin ADC		2.877	
E20		Origin SCF		2.877	
E21		Origin Post Office/DMU		2.877	
E22		Destination NDC		2.132	
E23		Destination ADC		1.812	
E24		Destination SCF		1.385	
E25		DDU		0.959	
E26	Part E Sack and Tray Total (Add lines E1-E25)				7.612

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		\$3.560	
E28		Origin ADC		3.560	
E29		Origin SCF		3.560	
E30		Origin Post Office/DMU		3.560	
E31	ADC Pallet	Origin NDC		34.375	
E32		Origin ADC		34.375	
E33		Origin SCF		34.375	
E34		Origin Post Office/DMU		34.375	
E35		Destination NDC		23.717	
E36		Destination ADC		13.129	
E37	3-Digit / SCF Pallet	Origin NDC		40.719	
E38		Origin ADC		40.719	
E39		Origin SCF		40.719	
E40		Origin Post Office/DMU		40.719	
E41		Destination NDC		25.199	
E42		Destination ADC		21.917	
E43		Destination SCF		11.752	
E44	5-Digit / Carrier Route Pallet	Origin NDC		53.370	
E45		Origin ADC		53.370	
E46		Origin SCF		53.370	
E47		Origin Post Office/DMU		53.370	
E48		Destination NDC		33.776	
E49		Destination ADC		31.975	
E50		Destination SCF		21.599	
E51		DDU		1,694	

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			\$0.169	
	Repositionable Notes (Must equal the number of copies, not number of addressed pieces)	Total Copies	Addressed Pieces	Price	Total Postage
F2	Repositionable Notes			\$0.000	

Part F Total (Add lines F1 and F2)

Company Detail	
Company Name	CALISTOGA TRIBUNE
Address	PO BOX 1176 CALISTOGA, CA 94515-6176
Contact Name	POSTAL CUSTOMER
Phone Number	(707)942-5181
Profit Indicator	P
PS Form 3607R - Mailing Transaction Receipt	
Account Holder Account Number	124494
Account Holder Permit Number	20698
Account Holder Permit Type	PE
Account Holder CRID	2988816
Post Office of Permit	Post Office Calistoga CA 94515-9998
Post Office of Mailing	Post Office Calistoga CA 94515-9998
Post Office of Permit Cost Center	051134-0301
Post Office of Mailing Cost Center	051134-0301
Mailing Agent Name	
Mailing Agent CRID	
Mail Owner Name	
Mail Owner CRID	
JOB ID	MANUAL
Customer Reference ID	
CAPS Transaction Number	N/A
Class of Mail	Periodicals
Processing Category	Flats
Postage Statement ID	156211302
Mailing Group ID	117812728
Mailer's Mailing Date	02/22/2013
Total Pieces	958 pcs.
Weight of a single-piece	0.1190 lbs.
Total Weight	114.0020 lbs.
Total Number of Containers	14
Total Postage (Without Incentive/Fee)	\$ 119.72
Total Incentive/Discount	\$ 0.00
Fee	\$ 0.00
Total Adjusted Postage	\$ 119.72
Payment Date and Time	02/22/2013 14:18
Payment Transaction Number	201305316180385M1
Mailer Figures Adjusted?	No
Person authorizing adjustment	
Name	
Phone Number	
Acceptance Site Mailer ID	
Clerk Initials	LAC
Mail Arrival Date and Time	02/22/2013 14:08

Post Office Note: Mail Arrival Date & Time (Do Not Round Stamp)
 1919 2/22/13

Postage Statement - Periodicals

One Issue or One Edition Unless Used as a Consolidated Statement

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 11/45	Mailer's Mailing Date 02/21/2013	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements 958
	Issue Date 02/22/2013	Issue Frequency WEEKLY	Statement Sequence No. _____	Advertising Percentage in This Issue 28 28.00 %	Number and Type of Containers. (Enter total number of containers) 14 Trays 0 Sacks 0 Pallets
	Weight of a Single Ride-Along piece 0 lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) 0.1190 pounds	For Automation Pieces, Enter Date of Address Matching and Coding 02192013	For Carrier Route Pieces, Enter Date of Address Matching and Coding _____	For pieces bearing a simplified address enter date of delivery statistics file or alternative method 02192013

Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)			64.89
Part B - Outside-County Pound Prices	<i>Total Part B (Page 3)</i>	5.561	
Part C - Outside-County Piece Prices	<i>Total Part C (Page 4)</i>	42.6220	
Part D - Outside-County Bundle Prices	<i>Total Part D (Page 5)</i>	1.653	
Part E - Outside-County Sack/Tray/Pallet Prices	<i>Total Part E (Page 6 & 7)</i>	7.612	
Outside-County Postage	Subtotal Parts B, C, D, and E	57.4480	
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			= 57.448
Part F - Outside-County Ride-Along and Repositionable Notes (Page 7)			+
Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)			57.45
Add Total In-County Postage and Total Outside-County Postage			Total Postage (AIC 224 + AIC 135) 122.34

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.
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		Time _____ AM _____ PM	
		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.

Pound Price

Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester Copies	Total Copies	Total Pounds	Price	Total Postage
A1	DDU	728	728	87.000	\$0.149	12.963
A2	None	95	95	12.000	0.194	2.328
A3	Total Pound Price Postage (Add lines A1 and A2)					15.291

Piece Price (Presort)

Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage	
A4	Nonautomation	3	3	\$0.136	0.408	
A5	Automation Letters			0.062		
A6	Automation Flats			0.120		
A7	Nonautomation			0.124		
A8	Automation Letters			0.051		
A9	Automation Flats	11	11	0.112	1.232	
A10	Nonautomation			0.111		
A11	Automation Letters			0.049		
A12	Automation Flats	67	67	0.105	7.035	
A13	Basic	742	742	0.063	46.746	
A14	High Density			0.046		
A15	Saturation			0.032		
A16	Presort Subtotal (Add lines A4-A15)		823		55.421	
A17	Number of Addressed Pieces at DDU Prices			728	0.008	5.824
A18	Piece Price Subtotal (A16 minus A17)					49.597

Full Service Intelligent Mail Option

A19	Number of pieces that comply _____ x \$0.001 =	
A20	Periodicals In-County Subtotal (Line A18 minus A19)	49.597

Ride-Along Price

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

Entry	Total Copies	Addressed Pieces	Price	Total Postage
A21	Ride-Along Pieces		\$0.169	

Repositionable Notes

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

Entry	Total Copies	Addressed Pieces	Price	Total Postage
A22	Repositionable Notes		\$0.00	

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

64.89

Periodicals - One Issue or One Edition - Outside-County

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

Part C
Outside-County - Piece Prices

Machinable Flats

Level	Price Level	Total Copies	Addressed Pieces	Price	Total Postage	
C1	Mixed ADC	Barcoded	59	59	\$0.424	25.016
C2		Nonbarcoded	1	1	0.457	0.457
C3	ADC	Barcoded	14	14	0.397	5.558
C4		Nonbarcoded			0.421	
C5	3-Digit	Barcoded	47	47	0.381	17.907
C6		Nonbarcoded			0.404	
C7	5-Digit	Barcoded	14	14	0.291	4.074
C8		Nonbarcoded			0.301	

Nonmachinable Flats

C9	Mixed ADC	Barcoded			\$0.594	
C10		Nonbarcoded			0.641	
C11	ADC	Barcoded			0.494	
C12		Nonbarcoded			0.520	
C13	3-Digit	Barcoded			0.430	
C14		Nonbarcoded			0.442	
C15	5-Digit	Barcoded			0.318	
C16		Nonbarcoded			0.319	

Parcels

C17	Mixed ADC				\$0.641	
C18	ADC				0.520	
C19	3-Digit				0.442	
C20	5-Digit				0.319	

Letters

C21	Mixed ADC	Barcoded			\$0.331	
C22		Nonbarcoded			0.457	
C23	ADC	Barcoded			0.290	
C24		Nonbarcoded			0.421	
C25	3-Digit	Barcoded			0.269	
C26		Nonbarcoded			0.404	
C27	5-Digit	Barcoded			0.205	
C28		Nonbarcoded			0.301	

Carrier Route & Firm Bundles

C29	Basic				\$0.193	
C30	High-Density				0.160	
C31	Saturation				0.139	
C32	Firm Bundle (Use "Addressed Pieces" to calculate postage)				0.189	
C33	Subtotal (Add lines C1 through C32)	135	135			53.012
C34	Nonadv. % (100 minus adv.%) 74.00 X # of Addressed Pieces (C33) X \$0.00104				10.3896	

C35	Subtotal Outside County Piece Prices (Line C33 minus C34)					42.6220
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Full Service Intelligent Mail Option

C36	Number of pieces that comply _____ x \$0.001 =
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Part C Total (Line C35 minus C36) 42.6220

Periodicals - One Issue or One Edition - Outside-County

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

Part D
 Outside County - Bundle Prices

Container Level	Bundle Level	Bundles	Price	Total Postage
D1	Mixed ADC	3	\$0.081	0.243
D2	ADC	2	0.213	0.426
D3	3-Digit/SCF	2	0.283	0.566
D4	5-Digit		0.292	
D5	Carrier Route			
D6	Firm		0.190	
D7	ADC		0.118	
D8	3-Digit/SCF		0.195	
D9	5-Digit		0.211	
D10	Carrier Route		0.333	
D11	Firm		0.158	
D12	3-Digit/SCF	2	0.132	0.264
D13	5-Digit	1	0.154	0.154
D14	Carrier Route		0.295	
D15	Firm		0.146	
D16	5-Digit		0.149	
D17	Carrier Route		0.156	
D18	Firm		0.081	

Part D Total (Add lines D1-D18)

1.653

Periodicals - One Issue or One Edition - Outside-County

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

Part E
 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 NDC	\$0.449		
E2		Origin ADC	0.449		
E3		Origin SCF	0.449		
E4		Origin Post Office/DMU	2	0.449	0.898
E5	ADC Sack/Tray	Origin NDC	2.134		
E6		Origin ADC	2.134		
E7		Origin SCF	2.134		
E8		Origin Post Office/DMU	2.134		
E9		Destination NDC		1.492	
E10		Destination ADC		0.853	
E11	3-Digit / SCF Sack/ Tray	Origin NDC	2.238		
E12		Origin ADC	2.238		
E13		Origin SCF	2.238		
E14		Origin Post Office/DMU	3	2.238	6.714
E15		Destination NDC		1.599	
E16		Destination ADC		1.279	
E17		Destination SCF		0.853	
E18	5-Digit/ Carrier Route Sack/Tray	Origin NDC	2.877		
E19		Origin ADC	2.877		
E20		Origin SCF	2.877		
E21		Origin Post Office/DMU		2.877	
E22		Destination NDC		2.132	
E23		Destination ADC		1.812	
E24		Destination SCF		1.385	
E25		DDU		0.959	
E26	Part E Sack and Tray Total (Add lines E1-E25)			7.612	

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		\$3.560	
E28		Origin ADC		3.560	
E29		Origin SCF		3.560	
E30		Origin Post Office/DMU		3.560	
E31	ADC Pallet	Origin NDC		34.375	
E32		Origin ADC		34.375	
E33		Origin SCF		34.375	
E34		Origin Post Office/DMU		34.375	
E35		Destination NDC		23.717	
E36		Destination ADC		13.129	
E37	3-Digit / SCF Pallet	Origin NDC		40.719	
E38		Origin ADC		40.719	
E39		Origin SCF		40.719	
E40		Origin Post Office/DMU		40.719	
E41		Destination NDC		25.199	
E42		Destination ADC		21.917	
E43		Destination SCF		11.752	
E44	5-Digit / Carrier Route Pallet	Origin NDC		53.370	
E45		Origin ADC		53.370	
E46		Origin SCF		53.370	
E47		Origin Post Office/DMU		53.370	
E48		Destination NDC		33.776	
E49		Destination ADC		31.975	
E50		Destination SCF		21.599	
E51		DDU		1.694	

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			\$0.169	
	Repositionable Notes (Must equal the number of copies, not number of addressed pieces)	Total Copies	Addressed Pieces	Price	Total Postage
F2	Repositionable Notes			\$0.000	

Part F Total (Add lines F1 and F2)

13. Publication Title

Calistoga Tribune

14. Issue Date for Circulation Data Below

Sept. 18, 2012

15. Extent and Nature of Circulation

		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)		1250	1250
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	133
	(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	769
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	165	165
	(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))		1067	1067
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)	0	0
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		0	0
f. Total Distribution (Sum of 15c and 15e)		1067	1067
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		83	83
h. Total (Sum of 15f and g)		1150	1150
i. Percent Paid (15c divided by 15f times 100)		100%	100%

16. Total circulation includes electronic copies. Report circulation on PS Form 3526-X worksheet.

17. Publication of Statement of Ownership

 If the publication is a general publication, publication of this statement is required. Will be printed Publication not required.in the Oct. 5, 2012 issue of this publication.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

pat hampton, publisher, -mng member

9-28-12

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Editor (Name and complete mailing address)
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Managing Editor (Name and complete mailing address)
n/a

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