

CITY OF BLUE LAKE
 Revenues, Expenses and Net Assets
 For the Period Ended October 31, 2014
 Standard Percentage 33%

ENTERPRISE FUNDS

	Oct 2014 YTD Actual	2014-2015 Budget	Percent of Budget	Oct 2013 YTD Actual	Percent of Budget	Δ FY14/15 vs FY13/14 Actual	Δ FY14/15 vs FY13/14 % Budget
SEWER CAPITAL RESERVE FUND (Fund 72)							
REVENUES							
Sewer capital reserve fee	35,974	108,000	33%	36,041	34%	(67)	-1%
Other revenues	0	0	0%	0	0%	-	0%
Interest earned	322	1,032	31%	295	23%	27	9%
Total Revenues	<u>36,296</u>	<u>109,032</u>	<u>33%</u>	<u>36,336</u>	<u>34%</u>	<u>(40)</u>	<u>-1%</u>
EXPENSES AND TRANSFERS OUT							
Salaries & benefits	848	0	100%	2,282	100%	(1,434)	0%
Contract services	0	0	0%	1,546	100%	(1,546)	-100%
Other expense	424	0	100%	270	100%	154	0%
Capital outlay	2,003	46,000	4%	2,730	8%	(727)	-4%
Total Expenses and transfers	<u>3,275</u>	<u>46,000</u>	<u>7%</u>	<u>6,828</u>	<u>20%</u>	<u>(3,553)</u>	<u>-13%</u>
NET ASSETS							
Revenues Over (Under) Expenses	33,021						
Fund Balance, July 1, 2014	639,805						
Fund Balance, October 31, 2014	<u>672,826</u>						

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ENTERPRISE FUNDS

	Oct 2014 YTD Actual	2014-2015 Budget	Percent of Budget	Oct 2013 YTD Actual	Percent of Budget	Δ FY14/15 vs FY13/14 Actual	Δ FY14/15 vs FY13/14 % Budget
REVENUES							
Grants/Donations	0	0	0%	0	0%	-	0%
Total Revenues	0	0	0%	0	0%	0	0%
EXPENSES							
Salaries & benefits	709	0	100%	13,938	100%	(13,229)	0%
Engineering	0	0	0%	0	0%	-	0%
Contract services	0	0	0%	0	0%	-	0%
Depreciation	0	0	0%	964	100%	(964)	-100%
Other expense	0	0	0%	434	100%	(434)	-100%
Capital outlay	0	0	0%	242,599	66%	(242,599)	-66%
Total Expenses	709	0	100%	257,935	70%	(257,226)	30%

RANCHERIA PROJECT (FUND 77) (Sewer Capital Improvements)

Revenues Over (Under) Expenses	(709)
Fund Balance, July 1, 2014	(316)
Fund Balance, October 31, 2014	<u>(1,025)</u>

NET ASSETS
Revenues Over (Under) Expenses
Fund Balance, July 1, 2014
Fund Balance, October 31, 2014

CITY OF BLUE LAKE
 Revenues, Expenditures and Fund Balances
 For the Period Ended October 31, 2014
 Standard Percentage 33%

TRUST FUNDS

	Oct 2014 YTD Actual	2014-2015 Budget	Percent of Budget	Oct 2013 YTD Actual	Percent of Budget	Δ FY14/15 vs FY13/14 Actual	Δ FY14/15 vs FY13/14 % Budget
DENTAL/VISION TRUST FUND (Fund 80)							
REVENUES							
Dental/vision charges to operations	3,300	9,880	33%	1,460	26%	1,840	8%
Other revenues	0	3,221	0%	0	0%	-	0%
Interest earned	7	35	20%	11	11%	(4)	9%
Total Revenues	<u>3,307</u>	<u>13,136</u>	<u>25%</u>	<u>1,471</u>	<u>26%</u>	<u>1,836</u>	<u>0%</u>
EXPENDITURES							
Dental/vision claim payments	3,267	13,136	25%	5,238	67%	(1,971)	-42%
FUND BALANCE							
Revenues Over (Under) Expenditures	40						
Fund Balance, July 1, 2014	15,145						
Fund Balance, October 31, 2014	<u>15,185</u>						

CITY OF BLUE LAKE
Cash Balance by Fund
October 31, 2014

Fund	Total
General Funds	
10 General Fund	600,806.66
36 Industrial Park Expansion Fund	73,095.57
38 Non-Program Income Fund	<u>(8,314.43)</u>
	665,587.80
Gas Tax and Street Funds	
25 Gas Tax Funds	52,845.87
30 SB 325 Fund	11.53
34 SAFETEA Fund	9.29
	<u>52,866.69</u>
Special Revenue Funds	
22 HCAOG Grants	(33,726.55)
31 TDA Purchased Transportation Fund	(8,259.98)
32 AB 939 Solid Waste/Recycling Fund	24,343.25
33 Supplemental Law Enforcement Services Fund	<u>(11,105.28)</u>
	(28,748.56)
CDBG Funds	
42 CDBG Program Income-Holding Fund	2,021.63
44 CDBG Program Income-Housing Rehab Fund	<u>353,684.90</u>
	355,706.53
Water Funds	
60 Water Fund	772,704.01
61 Water Connection Fee Fund	119,340.34
62 Water Capital Reserve Fund	41,571.48
63 Davis/Grunsky Reserve Fund	31,000.00
64 Turbidity Reduction Facility Reserve Fund	15,779.27
65 Water Capital Improvement Fund	<u>18.93</u>
	980,414.03
Sewer Funds	
70 Sewer Fund	327,988.62
71 Sewer Connection Fee Fund	205,681.73
72 Sewer Capital Reserve Fund	655,204.78
77 Rancheria, 3rd Amendment Project	<u>(135,438.36)</u>
	1,053,436.77
Trust Funds	
80 Dental/Vision Trust Fund	15,184.75
82 Self-Insured Retention Reserve Fund	<u>20,000.00</u>
	35,184.75
Total Cash Balance	<u><u>3,114,448.01</u></u>

13c

To: Mayor and City Council
From: John Berchtold, City Manager
Date: January 13, 2015
Subject: Lease for Caretaker Cabin (former)

Enclosed find a proposed lease for the former caretaker cabin located on the Prasch Hall property. Wells Commercial handled this listing, including the advertising and held two (2) open houses.

The proposed tenant has cleared a credit and background check.

I recommend your approval of the proposed Lease between the City and Kirsten L. Cowan.

Thank you for your attention to this matter.

RECORDING REQUESTED BY:
John Berchtold, City Manager

WHEN RECORDED MAIL DOCUMENT TO:

City of Blue Lake
City Clerk
P.O. Box 458
111 Greenwood Ave
Blue Lake, CA 95525

This document is exempt from recording fees
pursuant to Calif. Government Code § 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RESIDENTIAL LEASE
BETWEEN THE CITY OF BLUE LAKE
AND KIRSTEN L. COWAN**

THIS RESIDENTIAL LEASE ("Lease") dated as of January 15, 2015, is entered into between the City of Blue Lake ("Landlord") and Kirsten L. Cowan ("Tenant").

RECITALS

1. The City of Blue Lake owns real property located at 310 South Railroad Avenue located near the South Railroad Avenue entrance to Perigot Park, more particularly described in Exhibit A, APN 025-132-001 attached hereto and incorporated herein ("Property"), improved with a single family residential home.
2. The City of Blue Lake desires to lease to Tenant, and Tenant desires to lease from the City of Blue Lake, that portion of the Property containing the residential improvements on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Lease.** Tenant leases from Landlord that limited portion of the Property containing residential improvements, which consists of a single family residence, including an enclosed back yard, refrigerator, stove, washer and dryer (collectively, "Leased Premises") subject to the terms and conditions contained in this Lease.
2. **Term.** The term of this Lease shall commence on January 15, 2015 and continue until December 31, 2016, unless terminated earlier in accordance with the terms herein.
3. **Deposit.** Tenant has delivered to Landlord a deposit in the amount of Six Hundred Fifty and no/100 (\$650.00) ("Deposit"). The Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Lease pursuant to Section 15.
4. **Rent.** Rent shall be Six Hundred Sixty and no/100 (\$660.00) per month ("Rent"), payable in advance, on the first day of each calendar month to Landlord, at the following address: P.O. Box 458, 111 Greenwood Ave., Blue Lake, Ca 95525 or at any other place designated

by Landlord from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month. Tenant agrees to pay a charge of \$36.00 for each dishonored check.

5. **Utilities.** Landlord shall be responsible for the payment of water, sewer, and solid waste collection utilities and services to the Leased Premises. Tenant shall be responsible for all other services and utilities, including without limitation, electricity and gas.
6. **Use.** The Leased Premises shall be used as a private single family residential dwelling with no more than two (2) adults inhabiting the Leased Premises at any time, and for no other purpose, without Landlord's prior written consent. Without Landlord's prior written consent, which Landlord may withhold in Landlord's sole discretion, Tenant may not use or maintain on the Leased Premises or conduct the following activities anywhere on the Leased Premises, including the parking area and driveway: No storage; no firearms; no smoking; no pets; no vehicle, heavy machinery or equipment repair or maintenance; no medical marijuana cultivation; no waterbeds.
7. **Compliance with Law.** Tenant shall comply with all laws, statutes, ordinances, and requirements of the City of Blue Lake, Humboldt County, and state and federal authorities now or later in force pertaining to the use of the Leased Premises.
8. **Maintenance and Alterations.** Except as set forth in this Lease, Tenant agrees that as of the delivery of possession the Leased Premises are in good working order and repair. Tenant shall, at Tenant's own expense and at all times, maintain the Leased Premises in good working order and repair, including all equipment, appliances and fixtures, and shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, and guests. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Leased Premises without the prior written consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, and floor coverings, and equipment, appliances and fixtures of the Leased Premises.
9. **Entry.** Landlord, its employees, agents and contractors, shall have the right to enter the Leased Premises for inspection purposes and to make any necessary or agreed repairs at all reasonable times. In the case of an emergency or Tenant's abandonment or surrender of the Leased Premises, Landlord, its employees, agents and contractors, may enter the Leased Premises at any time without obtaining Tenant's prior consent. Tenant agrees not to change the locks or add locks to the entrances of the Leased Premises without the prior consent of Landlord and without providing Landlord with a key to any locks.
10. **Indemnification.** Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Leased Premises or any part of the Leased Premises or in common areas, unless the damage is the proximate result of the gross negligence or willful misconduct of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability, costs

(including reasonable attorney's fees), or claims for personal injuries or property damage caused by the negligent, willful, or intentional act or omission to act of Tenant or Tenant's guests or invitees. Each party waives the right of subrogation against the other party.

- 11. Assignment and Subletting.** Tenant shall not assign this Lease or any interest under this Lease or sublet the Leased Premises or any portion of the Leased Premises without Landlord's prior written consent.
- 12. Abandoned Property.** If Tenant abandons or surrenders the Leased Premises, Landlord may consider any personal property left on the Leased Premises to be abandoned and may dispose of it in any manner allowed by law. If Landlord reasonably believes that the abandoned personal property has a total resale value of less than \$300, Landlord may keep the personal property for Landlord's use or otherwise dispose of it in accordance with law. All personal property on the Leased Premises is made subject to a lien in favor of Landlord for the payment of all sums due under this Lease, to the maximum extent allowed by law.
- 13. Default.** If Tenant fails to pay Rent when due, if Tenant fails to perform any term of this Lease, or if Tenant violates any term or provision of this Lease, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease after not less than three (3) days' written notice of default given in the manner required by law, unless Tenant cures the default if curable within the time specified.
- 14. Remedies.** If Tenant defaults, Landlord may elect to:
 - (a) Continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due, or
 - (b) At any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the Lease, including the cost of recovering the Leased Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid Rent for the balance of the term exceeds the amount of the rental loss that the tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§1951.2 and 1951.4.

- 15. Security Deposit.** Tenant will deposit with Landlord the sum of Six Hundred Fifty and no/100 (\$650.00) as a security deposit. Landlord shall not be obligated to pay interest on the Deposit. Landlord will hold the deposit for the full and timely performance by Tenant of Tenant's obligations under this Lease, including payment of Rent and cleaning, maintaining, and repairing the Leased Premises after surrender. If all or any portion of Tenant's security deposit is applied by Landlord during the term of this Lease, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount within five (5) days after written demand will constitute a breach of this Lease. The balance of all deposits shall be refunded no later than twenty-one (21) calendar days from the date possession is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the deposits by Landlord.

16. **Attorney Fees.** In any legal action brought by either party to enforce the terms of this Lease or relating to the Leased Premises, the prevailing party shall be entitled to all costs incurred in connection with that action, including reasonable attorney's fees.
17. **Waiver.** No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.
18. **Notices.** Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid, to Tenant at the Leased Premises or to Landlord at the address for payment of rent.
19. **Successors and Assigns.** This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.
20. **Time.** Time is of the essence in this Lease
21. **Holding Over.** Any holding over after expiration of the Lease, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable, and subject to termination upon thirty (30) days written notice.
22. **Late Charges and Default Interest.** If Tenant fails to pay the Monthly Rent within five (5) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a late charge of 10% plus interest at 10% per annum commencing on the date on which the delinquent amount was due. The amounts due under this Section are in addition to and not in lieu of any other remedies of Landlord.
23. **Construction.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.
24. **Integration.** This Lease and the attached exhibits contain the entire agreement between the parties regarding the subject matter of the Lease, and this Lease expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.
25. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
26. **Amendment.** This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

27. **Partial Invalidity.** Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.
28. **Joint and Several Liability.** If Tenant is more than one person, each person shall be jointly and severally liable for the performance of Tenant's obligations under this Lease.
29. **Conduct of Tenant; Compliance with Rules.**
- (a) Tenant shall not create a nuisance on the Leased Premises.
 - (b) Tenant shall not engage in any conduct that threatens the health, safety or welfare of the City.
 - (c) Tenant shall comply with all rules and regulations for the Property that are from time to time promulgated by Landlord pertaining to, without limitation, exterior housekeeping, landscaping, noise, and standards for the safety, care and cleanliness of the Property.
30. **Governing Law.** The validity, meaning, and effect of this Lease shall be determined in accordance with California law.
31. **Possessory Interest.** Pursuant to California Revenue and Taxation Code section 107.6, this Lease conveys to Tenant a possessory interest that may be subject to property taxes, which taxes, if any, Tenant shall be required to pay directly to the taxing entity.

IN WITNESS WHEREOF, The parties have executed this Lease as of the date first above written.

TENANT:

Kirsten L. Cowan

LANDLORD:

City of Blue Lake

By: _____

Name: John Berchtold

Its: City Manager



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road,
Phone 707.668.5655

Blue Lake, CA 95525
Fax 707.668.5916

To: Mayor and City Council
From: John Berchtold, City Manager
Date: January 13, 2014
Subject: Replacement Copier Machine



Our copier machine is over five years old. We believe it was used when first purchased. Staff has solicited proposals from DocuStation and Ray Morgan Company. After much discussion and independent reference checks, I recommend the Ray Morgan Proposals for the Samsung. Per year, it is \$1,081.92 less expensive than the DocuStation proposal.

Reference checks regarding the Samsung proposal have been extremely favorable. Likewise, the Ray Morgan Company is viewed favorably by our IT consultant (for printer connection to our network).

Lastly, the Samsung CLX9251NA is a 2013 Buyers Lab Pick for Copiers of 10,000 or less.

I am pleased to answer any questions.



Equipment Lease Agreement

AGREEMENT NUMBER

Ray Morgan Company

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to Ray Morgan Company. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document

CUSTOMER INFORMATION

Form fields for customer information including Full Legal Name of Customer (City of Blue Lake), Street Address (111 Greenwood Avenue), City (Blue Lake), State (CA), ZIP (95525), Phone (707-668-5655), and Fax (707-668-4082).

Table with 2 columns: MAKE / MODEL / ITEM DESCRIPTION and SERIAL NO. Row 1: Samsung CLX 9251 & Accessories

RENTAL TERMS: Term in Months (60), SECURITY DEPOSIT: \$0. Includes a handwritten note '1/4 d' and a yellow stamp.

THIS IS A NONCANCELABLE / IRRELOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

TERMS AND CONDITIONS (THIS AGREEMENT AND ALL ATTACHED SCHEDULES, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

OWNER ACCEPTANCE

DATED: _____ OWNER: _____ SIGNATURE _____ TITLE _____

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all conditions and terms of this Agreement on this page and on page 2 attached hereto.

DATED: _____ CUSTOMER: _____ SIGNATURE X _____ TITLE _____ PRINT NAME _____

DATED: _____ CUSTOMER: _____ SIGNATURE X _____ TITLE _____ PRINT NAME _____

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly.

PRINT NAME OF GUARANTOR: _____ SIGNATURE X _____ Date _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged.

DATED: _____ CUSTOMER: _____ SIGNATURE X _____ TITLE _____

- 1. AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Owner interim rent for the use of the equipment prior to the due date of the first payment. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT:** Rent will be payable in installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.
- 3. OWNERSHIP OF EQUIPMENT:** We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
- 4. WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.
- 5. LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.
- 6. LOSS OR DAMAGE:** You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us the present value of the total of all unpaid payments for the full term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and applied, at our option, against any loss or damage.
- 7. COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in the amount of the original cost until this agreement is terminated. You also agree to obtain a general public liability insurance policy from someone who is acceptable to us and include us as additional insured on the policy. You shall provide us with certificates evidencing issuance of these policies. Each policy must include a clause requiring the insurer to give us written notice of any alteration or cancellation of the policy. We are under no duty to ascertain the existence of or examine any such policy or to advise you in the event any such policy does not comply with these requirements. If you fail to provide appropriate property damage coverage certificate, we may enroll you in our property coverage insurance program and bill you a monthly property damage surcharge up to .0035 of the equipment cost as a result of our increased administrative costs and credit risks. We may make a profit on this program. As long as you remain current, in the event of a loss (excluding losses resulting from intentional acts), the replacement value of the equipment will be applied against any loss or damage as per paragraph 6. You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.
- 8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
- 9. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or the remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC Filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us \$79.50 on the day the first payment is due as the origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit.
- 10. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
- 11. DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is more than 5 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and require you to return the equipment to us at a location designated by us at your cost. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for us to recover from you those monies for which you are liable. It is further agreed that your right and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A(508-522) of the UCC.
- 12. UCC FILINGS:** You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument in order to show our interest in the equipment.
- 13. SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
- 14. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. You waive trial by jury in any action between us.
- 15. UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
- 16. TRANSITION BILLING:** In order to provide an orderly transaction and a uniform billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation of the new products (as example, if the new equipment is installed June 5th (the "Installation Date"), the Effective Date of the agreement will be June 20th). Customer agrees to pay a prorated amount for the period between the Installation Date and the Effective Date. The payment for the transition period will be based on the minimum usage payment prorated on a 30 day calendar month and will be added to the customer's first invoice. In addition, should this agreement replace an existing Ray Morgan Company generated previous equipment lease, a CLOSING BILL on the agreement being replaced, up to the Installation Date, will be sent approximately a week to ten days after delivery of the new equipment. Customer agrees to pay for these CLOSING BILL charges as they represent product and services provided under the prior agreement, up to the Installation Date of the new product(s).
- 17. FINANCE LEASE:** This is a "finance lease" as defined in the Uniform Commercial Code warranties ("UCC"). You waive rights under (UCC 2A-303). You may be entitled to the promises and warranties (if any) provided to us by the Supplier, and you may contact the Supplier for a statement thereof. We hereby transfer to you all automatically transferable warranties, if any, made to us by the Supplier. You shall give us access to the Equipment Location to inspect the Equipment, and you agree to pay our related costs.
- 18. LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronic copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph #11.

FOR MUNICIPALITIES ONLY

- 18-A. CUSTOMER COVENANTS:** the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement. (4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.
- 18-B. SIGNATURES:** Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- 18-C. NON APPROPRIATION:** In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of customer;
3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer. 14444 - 12/08/2011 rmcorderpackageV7.6



Ray Morgan Company



3131 Esplanade, Chico, CA 95973 PH: (530) 343-6065 FAX: (530) 343-9470

MAINTENANCE AGREEMENT

Date: 1/7/2015

Purchase Order# _____
(Include hard copy if PO is required)

Contract # _____
RMC Account Rep: David Thorwaldson

BILL TO: _____

Company Name:	City of Blue Lake		
Department:	City Hall		
Address:	111 Greenwood Ave.		
City:	Blue Lake	County:	
State:	CA	Zip:	95525
Phone #:	707-668-5655	Fax:	
Contact:	John Berchtold		
Email Address:	citymanager@bluelake.ca.gov		

SHIP TO: _____ Same

Company Name:			
Department:			
Address:			
City:		County:	
State:		Zip:	
Phone #:		Fax:	
Contact:			
Email Address:			

AGREEMENT START DATE: upon delivery

This maintenance plan is effective for 60 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears

Meter Contact Information:(for those not pulling electronically)

Contact Name:	Vicki Hutton
Phone Number:	707-668-5655
Email Address:	vhutton@bluelake.ca.gov
Primary Service Tech:	

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- STANDARD (GF) _____ (Includes all parts & labor; Excludes ALL consumables.) Excludes Drum (GP)
- BUNDLED (AI)- including KIP Wide Format w/o paper _____ (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- Wide Format "Plus" (AIP) _____ (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- NON-STANDARD (TO) _____ (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

COVERED EQUIPMENT

COVERED EQUIPMENT	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME CHARGE PER MONTH	MINIMUM CHARGE PER MONTH	OVERAGE/PER COPY CHARGE
Samsung CLX 9251 Color				n/a	0.0840
Samsung CLX 9251 Black/White				n/a	0.0129

Minimum Total Per MONTH \$0.00
(Plus Applicable Taxes)

QUANTITY OF TONER INCLUDED IN AGREEMENT:

In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the Manufacturer's Published Yield per Container. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

RENEWAL: YES NO

BILLING CYCLE - Bases

- Monthly Annual
- Quarterly Semi-Annual
- No base billing

BILLING CYCLE - Meters

- Monthly Annual
- Quarterly Semi-Annual

SPECIAL INSTRUCTIONS

All-inclusive maintenance will be charged quarterly in arrears for actual copies used. **There is no additional maintenance charge other than the Cost Per Image billing** Our Service Response Time averages 2.5 hours in Humboldt County.

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X

_____	_____	_____
CUSTOMER SIGNATURE	TITLE	DATE
_____	_____	_____
Print Name		
_____	_____	_____
RMC APPROVAL	TITLE	DATE

RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without RMC's prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any average copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
 - a) repairs resulting from causes other than normal use; Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use of supplies or spare parts not manufactured and/or use of supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
 - b) repairs made necessary by service performed by personnel other than an RMC representative, or
 - c) work which the customer requests to be performed outside regular business hours, or
 - d) reconditioning or modification to the equipment except those specified by RMC's Technical Service Department to assure greater performance of the equipment.All the foregoing shall be invoiced in accordance with RMC's established per call rates and part charges then in effect.
Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise RMC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by RMC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, RMC may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by RMC.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
 - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
 - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
 - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.
- 12 RMC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC's General Manager

Customer Initials

COMPARISON

Unit	Speed	Lease Pmnt	Svc & Supply Base	CPI B/W	CPI CLR	AMV B/W	AMV CLR	Usage Cost	Total Cost/Mth
Xerox 7220	20 PPM	\$ 136.36	\$ 20.00	\$ 0.0129	\$ 0.0990	4,924	553	\$ 118.27	\$ 274.63
Xerox 7225	25 PPM	\$ 159.36	\$ 20.00	\$ 0.0129	\$ 0.0990	4,924	553	\$ 118.27	\$ 297.63
Samcung CLX 9251	25 PPM	\$ 97.50	-	\$ 0.0129	\$ 0.0840	4,924	553	\$ 109.97	\$ 207.47

$$\begin{array}{r}
 297.63 \\
 - 207.47 \quad * \\
 \hline
 90.16
 \end{array}$$

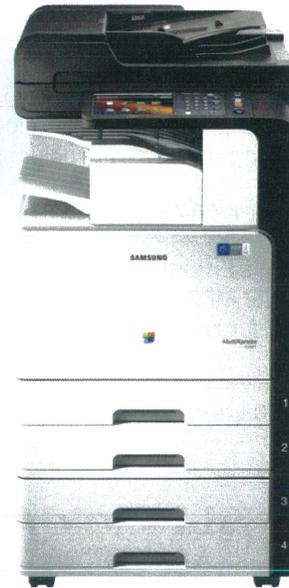
X12

$$= \$1,081.92 \times 5$$

* more favorable / year

Samsung CLX-9251NA

Outstanding 21- to 30-ppm A3 Color MFP



Samsung Electronics America
85 Challenger Road
Ridgefield Park, NJ 07660
www.samsung.com

Stand-out image quality, a highly reliable engine and excellent administrative and feedback utilities are only some of the qualities that earned the 25-ppm Samsung CLX-9251NA a Winter 2013 BLI "Pick" for "Outstanding 21- to 30-ppm A3 Color MFP." In fact, the CLX-9251NA offers a multitude of strengths at a price unrivaled by its competition.

"Buyers that care about image quality will be impressed by this unit, especially considering it's the lowest priced unit in its range," said Pete Emory, BLI's manager of laboratory testing. "We certainly were." The device particularly stood out for its excellent printed color photographic images and text, and overall halftone output.

Network setup is easy and quick, and the ability for administrators to push drivers to end users' workstations, without having to manually install them on each one, is a time-saving advantage. Administrative utilities include the web utility, which—unlike many competitors—allows administrators to make firmware upgrades, as well as a downloadable network device management utility, SyncThru Admin 5. Winner of a BLI Winter 2013 "Pick" for "Outstanding Device Management Solution," Jamie Bsales, BLI senior product editor for solutions, described SyncThru Admin 5 as "user-friendly with robust functionality." The CLX-9215NA also offers excellent feedback to users' workstations, including pop-up messages indicating if a job is complete or the paper tray is empty; a status utility that provides users with information such as remaining paper and toner supplies; and email alerts that can be sent when errors occur.

The device, which has a base MSRP of \$7,329.99, proved to be highly reliable, completing a 100,000-impression durability test with only two misfeeds and requiring no service calls. Moreover, the machine experiences less downtime thanks to user-replaceable drums.

Among the CLX-9125NA's other advantages are superior multitasking capabilities and a strong security feature set, including the ability to overwrite the hard drive up to nine times. It also has

an above average hard drive capacity, while Samsung's embedded development platform lets organizations integrate the unit with third-party applications to add functionality or even customize the control panel.

The Samsung Easy Eco Driver helps users reduce toner and paper consumption by removing unwanted images or text prior to printing, and a monochrome-only driver can be installed on user PCs that don't require color printing, preventing unnecessary color toner consumption and further reducing cost.

"We are very pleased that Samsung's A3 MFPs were honored with Winter 2013 BLI 'Pick' awards and thrilled that we received an excellent rating in more than half a dozen categories," said Tod Pike, senior vice president of Samsung's Enterprise Business Division. "This award is a testament to our commitment to bringing innovative and powerful MFPs to dealers and customer and further motivates us to continue listening to the market and investing to further our leadership in this important category."

An excellent value, the Samsung CLX-9251NA is highly recommended by BLI for an optimum monthly volume of up to 10,000 impressions.

About **BLI Pick Awards**

With its "Pick" awards, BLI gives special recognition in each category twice a year to those products that provided the most outstanding performances in BLI's exhaustive lab tests. Its "Outstanding Achievement" awards acknowledge products or capabilities that stand out for attributes such as innovation, usefulness, energy efficiency or value.

BLI's awards stand alone in that they are based on a rigorous battery of lab tests that takes approximately two months to complete. The evaluation includes an extensive durability test, during a portion of which each unit is run at the manufacturer's maximum duty cycle. BLI's durability test is unique among office product evaluations and uniquely qualifies BLI to assess reliability, a critical factor for buyers and IT directors.

Other performance attributes evaluated include ease of use, media handling, productivity and value, among others. Each product that successfully passes BLI's lab test earns BLI's "Recommended" or "Highly Recommended" seal and a BLI "Certificate of Reliability" and qualifies as a "Pick" award contender. Consequently, BLI "Pick" awards are hard-earned awards that buyers and IT directors can trust to better guide them in their acquisition decisions.

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Director

Regular City Council Meeting – December 16, 2014

The Meeting called to order at 7:00 p.m.

Councilmembers Present: Kevin Benjamin, Michele McCall-Wallace, Stephen Kullmann

Newly Elected Councilmembers Present: Jean Lynch, John Sawatzky

Councilmembers Absent: Lana Manzanita, Sherman Schapiro

Staff Present: Deputy City Clerk April Sousa, City Manager John Berchtold

15

Motion to Approve Agenda

Councilmember McCall-Wallace moved to approve the agenda. Councilmember Benjamin seconded. The motion carried unanimously.

Public Input

There was public input regarding support to county supervisors for funding to fix the levee.

Cameron Mull was introduced as the newly hired Parks and Recreation Director for the City of Blue Lake. He will begin employment on January 12, 2015.

Adoption of Resolution No. 1047 Declaring a Canvass of Returns and Results of the General Municipal Election Held November 4, 2014

The resolution was reviewed. Councilmember McCall-Wallace motioned to adopt Resolution No. 1047. Councilmember Benjamin seconded. The motion carried unanimously.

Adoption of Resolution No. 1048 Declaring a Canvass of Returns and Results of the Election Pertaining to Measure T Held November 4, 2014

The resolution was reviewed. Councilmember Benjamin motioned to adopt Resolution No. 1048. Councilmember McCall-Wallace seconded. The motion carried unanimously.

Oath of Office to Newly Elected Councilmembers

The City Clerk administered the Oath of Office to newly elected Councilmembers Jean Lynch and John Sawatzky. Councilmember Benjamin stepped down from the council and joined the public seating.

Election of Mayor of the City Council

The City Clerk accepted nominations from the Council for the position of Mayor. Councilmember McCall-Wallace nominated herself. Councilmember Sawatzky seconded. The vote was unanimous.

Election of Mayor Pro Tem of the City Council

Mayor McCall-Wallace accepted nominations from the Council for the position of Mayor Pro Tem. Councilmember Sawatzky nominated himself. Councilmember Kullmann nominated himself. Vote for Mayor Pro Tem is as follows:

Councilmember Sawatzky: one (1) (Sawatzky)

Councilmember Kullmann: three (3) (Kullmann, McCall-Wallace, Lynch).

Adoption of Resolution No. 1046 to Commend and Thank Kevin Benjamin for His Service to the City of Blue Lake as Council Member

Mayor McCall-Wallace read Resolution No. 1046. Councilmember Kullmann motioned to adopt Resolution No. 1046. Councilmember Sawatzky seconded. The motion carried unanimously.

Approval of Registration of City Council Member Training

There are two (2) councilmembers interested in this training. Councilmember Kullmann motioned to authorize the registration of councilmembers for training. Councilmember Lynch seconded. The motion carried unanimously.

Council Committee Assignments

A current list of Committee Assignments was passed out. Councilmember Kullmann asked about the addition of Mad River Alliance. It was discussed that Mad River Alliance was not added as a formal committee, but rather an informal committee that a councilmember liaison assigned to would be helpful. Councilmember Kullmann brought up the reasons for the “2-year” rule and if it was a “steadfast rule.” Councilmember McCall-Wallace stated that it was in the protocol manual for the City Council and there was a lot of discussion at that time as to why it was important.

During the discussion, Councilmember Kullmann noted that there were public available for other items on the agenda. Councilmember Kullmann motioned to table the discussion until just before item 15. Motion carried by consensus.

Proclamation: Human Rights Day

John Shelter came to accept the proclamation and talk about Human Rights Day. There was public input about Human Rights Day.

Councilmember Kullmann motioned to accept the proclamation. Councilmember Sawatzky seconded. The vote is as follows:

Ayes: Kullmann, Sawatzky, McCall-Wallace

Nays: Lynch

Absent: Manzanita

Presentation by Dave Feral from Mad River Alliance: Humboldt Steelhead Days

A brief summary about who Mad River Alliance is was given, as well as a presentation about Humboldt Steelhead Days. Information about this was passed out to the Council and financial support was requested of the Council. Councilmember Kullmann expressed his feelings and his interactions with Mad River Alliance. After public input and Council discussion, Councilmember Kullmann motioned to support Humboldt Steelhead Days with \$100 from the City of Blue Lake. Councilmember Sawatzky seconded. The vote was unanimous.

Public Safety Commission Recommendation

City Manager Berchtold gave a quick overview of the request of the Public Safety Commission. Clarification was given about what the sheriff department would speak about at the meeting.

Public input was given. The question was raise as to how to get more community access to the annual meeting.

Councilmember Sawatzky motioned to request the City Manager to ask for a representative of the Sheriff Department to speak at the annual meeting on January 22, 2015. Councilmember Kullmann seconded. Motion carried unanimously.

Revisit Item 11 – Council Committee Assignments

Mayor McCall-Wallace gave a clarification of what the liaison duties included. After discussion, the liaison list was determined as follows:

McCall-Wallace – Primary: HCAOG, BL Public Safety Commission, ACWA, Mayor Select Committee. Alternate: Indian Gaming Grant Funds Commission/ BL Rancheria Liaison, BL Fire Dept. Liaison, League of CA Cities.

Kullmann – Primary: HWMA, HBMWD, Mad River Alliance. Alternate: RREDC, BL Parks and Recreation Liaison, ACWA, Mayor Select Committee.

Lynch – Primary: RCEA, BL Fire Department Liaison, BL Parks and Recreation Liaison. Alternate: HBMWD

Sawatzky – Primary: RREDC, Indian Gaming Grant Funds/BL Rancheria Liaison. Alternate: HCAOG, HWMA, BL Business Liaison, BL Public Safety Commission/Sheriff's Dept. Liaison.

Manzanita – Primary: League of CA Cities

Councilmember Kullmann motioned to approve Council Committee Assignments as discussed, with the understanding that when the council becomes full again there will be a time to revisit and discuss assignments. Councilmember Sawatzky seconded. The motion carried unanimously.

Consent Agenda

Item C – Memorandum of Understanding between Redwood Memorial Hospital and City of Blue Lake – was pulled from the Consent Agenda by Councilmember Kullmann. Councilmember Kullmann motioned to approve the consent agenda item A – Warrants/Disbursements November 2014, item B – July-Sept 2014 Financial Reports, item D – Audit Reports: Special Gas Tax, Traffic Congestion Relief and Prop 1B Funds, item E – SHN Technical Memo: Paradise Cay Access Road Construction, item F – PG&E Assignment Agreement to B&B Portable Toilets, item G- Lease Agreement with Ink People: Three (3) Month Extension for Luna Kids. Councilmember Sawatzky seconded. Motion carried unanimously.

Memorandum of Understanding between Redwood Memorial Hospital and City of Blue Lake

Councilmember Kullmann asked City Manager Berchtold to explain the memorandum. After a quick overview of the history of relationship between Resource Center/Hospital and the City in regards to the use of Skinner Store, Councilmember Kullman motioned to approve the Memorandum of Understanding between Redwood Memorial Hospital and City of Blue Lake. Councilmember Lynch seconded. Motion carried unanimously.

Reports of Council and Staff

Councilmember Lynch – none

Councilmember Kullman – RCEA cancelled meeting this month. Reminded council that RCEA talked about their budget at the last meeting. They are currently running a surplus and are looking at ways to use on new projects.

Parks and Recreation Commission had further discussion on the Horse Arena. Blue lake riders are coming up with some ideas on community outreach. There is concern in the horse community of where the money goes when they do fundraisers for Parks and Recreation and if that money could be ear marked for the Horse Arena. The commission also said goodbye to Kara Newman, Parks and Recreation Director.

Councilmember Sawatzky – mentioned that he notice more crime in the area and urges all to be careful. Mayor McCall-Wallace added that it was her experience that crime seems to be up every November-December.

City Manager Berchtold – reported that the City is updating the lift station. Reported and update on the status of 410 Hartman. There was an update on the status of the RCEA charging station proposal and that B&B will have a “meet and greet” with the community in January.

Mayor McCall-Wallace – reported a bit on “Next Door” – a community networking site. A discussion on “Next Door” occurred, which turned into a quick discussion on the new Chamber of Commerce website. The Grange is having caroling on Sunday, December 21, 2014. Reminded Councilmembers about signature card procedure.

Motion to adopt minutes from November 18, 2014

Councilmember Kullmann motioned to adopt minutes from November 18, 2014. Mayor McCall-Wallace seconded. Motion carried. Vote is as follows:

Ayes: Kullmann, McCall-Wallace

Nays: none

Abstain: Lynch, Sawatzky

Absent: Manzanita

Future Agenda items

- *Business Website*
- *Disaster preparedness manual in relation to strategic plan*
- *Strategic plan introduction for new members*
- *Climate action plan audit.*

Correspondence

None.

Adjourn Meeting

At 9:22p.m. Councilmember Kullmann motioned to adjourn. Councilmember Sawatzky seconded. Meeting Adjourned.

April Sousa, Deputy City Clerk

I REQUEST THAT THE CITY
COUNCIL INCLUDE THE LEVY
PROJECT IN THE COUNTY'S
LEGISLATIVE AGENDA

KENT SAWATZKY