



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 2, 2011
6:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Cecilia Aguilar-Curry, Mayor Pro-Tempore
Harold Anderson
Michael Martin
Tom Stone*

*John W. Donlevy, Jr., City Manager
John Wallace, City Attorney
Nanci Mills, City Clerk*

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 5, 2011 (pp 1-8)
- B. Resolution 2011-37, A Resolution of the City Council of the City of Winters Approving a Contract with AK & Company in the Amount of \$3,000 to Prepare the SB90 Reimbursement of State Mandated Cost Claims for the City of Winters (pp 9-25)
- C. Resolution 2011-38, A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills (**Attachment A To Follow**) (pp 26-27)
- D. Yolo Emergency Services-Memorandum of Understanding (pp 28-39)
- E. Yolo County Hazard Mitigation Plan and Survey Informational Report (pp 40-43)
- F. Accept Recommendations from Staff to Approve Resolution 2011-40, A Resolution of the City Council of the City of Winters, Changing the Putah Creek Council (PCC) Liaison on the Winters Putah Creek Committee (WPCC) to a Voting Member of WPCC (pp 44-47)
- G. Appliances and Miscellaneous Equipment Funding for the New Fire and Police Public Safety Facility (pp 48-82)

DISCUSSION ITEMS

- 1. 2010 Annual Police Staff Report (pp 83-122)
- 2. Economic Development Committee- Economic Strategy Recommendations (pp 123-129)
- 3. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference (pp 130-134)

COMMUNITY DEVELOPMENT AGENCY

- 1.
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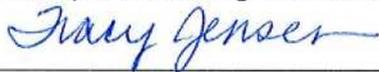
CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 2, 2011 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on July 28, 2011, and made available to the public during normal business hours.



Tracy Jensen, Administrative Assistant to
Nanci G. Mills, City Clerk

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General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.

Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

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Winters Library – 708 Railroad Avenue

City Clerk's Office – City Hall – 318 First Street

During Council meetings – Right side as you enter the Council Chambers

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes of the Regular Meeting of the
Winters City Council Held on
Tuesday, July 5, 2011

Mayor Fridae called the meeting to order at 6:30 p.m.

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone, Mayor Woody Fridae

Absent: None

Staff: City Manager John Donlevy, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Grant Writer Dawn Van Dyke, Housing Programs Manager Dan Maguire, Public Works Supervisor Eric Lucero, Environmental Services Manager Carol Scianna, and Executive Assistant Mary Jo Rodolfa.

Colwyn Martin led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Martin, second by Council Member Aguiar-Curry to approve the agenda as presented. Motion carried unanimously.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry attended a re-districting meeting on 6/29, where State, Federal and local attempts are being made to change the 5th district; attended a Yolo Leadership Group meeting on 6/29, which was attended by many Winters representatives. Thanks to the members of the Winters School Board, Council Member Anderson and City Manager Donlevy for attending. The next meeting will be held in Winters at the new Public Safety Facility; attended a League of California Cities Sacramento Valley Division meeting on 6/24, where Ed Christenson spoke regarding redevelopment and the League's position and direction. They were also given a tour of the State capitol and had a long discussion with Assemblyman Roger Dickinson regarding redevelopment. On 6/28, Congressional letters were delivered to the California Redistricting Committee, requesting Winters Congressional inclusion with Napa and Lake counties; attended a Sacramento Tree Foundation meeting on 6/30; attended a League of California Cities Board of Directors meeting today, where they discussed suing the State over redevelopment and discussed plans to put together a consortium to address SB89, the trailer bill; attended a Hispanic Advisory Committee meeting on 6/27, where the upcoming Festival de la Comunidad was discussed. The festival will be held on the last Saturday in September and they are looking for volunteers to help with the festival; on 7/6, there will be a playground committee meeting at

6:30 p.m. at City Park to benefit all parks in Winters. The playground committee is also seeking volunteers.

Council Member Anderson attended a League of California Cities Policy meeting on 6/17; attended the League of California Cities Sacramento Valley Division Group meeting on 6/24; and attended the Yolo County Leadership meeting on 6/29 in Esparto, which was held in the nice, new auditorium at Esparto Middle School.

Council Member Stone requested the next City Council agenda include discussion regarding possible guidelines for future meetings with applicants and/or proponents, where a committee could report their findings at a meeting before the results are discussed. City Manager Donlevy said staff will be scheduling a workshop to work with Council and Planning Commission to put rules and procedures in place, which will fall under AB1234, Ethics Training for Local Officials. Also, a huge thank you to the Fireworks Committee and to all the people who contributed to the fireworks display. All of the reviews have been fabulous and people are very happy to have the fireworks back on the 4th of July.

Council Member Martin will be attending a meeting on 7/6 at the Yolo County Farm Bureau, where the final redistricting map will be reviewed before it's taken to the board.

Mayor Fridae wanted to add to Council Member Stone's comments about the fireworks, ie: the community effort, the fundraising, and especially to Fireworks Committee member Joe Bristow, who not only helped raise approximately \$3,500, but helped set up and light off the fireworks as well.

PUBLIC COMMENTS: Corinne Martinez, 115 Baker, indicated the sales tax in the City of Winters decreased from 8.25% to 7.25%, effective 7/1/11. With all of the current budget concerns, has the City considered levying a City sales tax to help boost revenue? The City of Winters has the lowest sales tax rate in the vicinity, including the cities of Vacaville, Dixon, Davis and Woodland. In 2010, the City sales tax revenue was approximately \$250,000 and 2011 is unknown. A modest increase of .125% will more than double our sales tax revenue and put us in line with Vacaville and Dixon.

City Manager Donlevy said over the last 5-6 years, several revenue options have been reviewed. A sales tax increase can be put before voters for approval, which must have a 2/3 majority to pass, but the City can only increase the sales tax in .025% increments. Council Member Aguiar-Curry thought this would be a good idea and asked if it could be put on next year's ballot. City Manager Donlevy said it could be included on the June 2012 ballot as long as City government is also on the ballot.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 21, 2011
- B. Resolution 2011-36, A Resolution of the City Council of the City of Winters Approving Funding Sources for the Public Safety Facility
- C. Purchase and Sale Agreement Between the City of Winters and Central Valley Coalition for Affordable Housing (CVCAH) for 3.12 Acres of Land APN # 003 360 025, for the Development of the Orchard Village Park; Dedication of 1.60 Acres of Land by CVCAH to the City of Winters to Fulfill Quimby Act Requirement is Included in the Agreement
- D. Resolution 2011-35, A Resolution of the City Council of the City of Winters Authorizing the Application for Housing-Related Parks Grant **(Moved from Discussion Item 4)**

City Manager Donlevy gave an overview of Items A through C. Council Member Aguiar-Curry asked if an additional walkway could be created in Orchard Village Park. City Manager Donlevy said there is currently a public walkway on the south side of Orchard Village, and an additional public walkway will be constructed in the park to connect Walnut Lane to the existing walkway. Motion by Council Member Stone, second by Council Member Anderson to move Discussion Item #4 to Consent Item D. Motion carried unanimously.

City Manager Donlevy gave an overview of Item D. Motion by Council Member Stone, second by Council Member Anderson, to approve the revised consent calendar. Motion carried unanimously.

PRESENTATIONS

City Manager Donlevy reviewed the accomplishments of the City's most tenured staff member, 25-Year Public Works employee Terry Vender, Maintenance Worker III. Those accomplishments include Grade 1 and Grade 2 Water Treatment Operator certificates, backflow and pesticide certifications, as well as a certified pool and spa operator, making Terry a valuable employee within the City's organization. Mayor Fridae read aloud a letter of appreciation from the Council and presented Terry with a 25-year service plaque and a gift certificate to the Buckhorn.

City Manager Donlevy then reviewed the various positions held by the City's second-most tenured employee, Nanci Mills, who was originally hired as a Senior Account Clerk. The additional positions held include Executive Secretary, Director of Administrative Services, Recreation Director, appointed Deputy City Clerk and elected City Clerk. Nanci, who is a cornerstone of this organization and has represented the City in so many ways, is also a YCPARMIA Board Member, oversees the City's election process and has assisted in all aspects of

this organization, including providing assistance to the Council and Planning Commission for the last 25 years. City Manager Donlevy is profoundly grateful for Nanci's service to the City. Mayor Fridae said it was an honor to honor Nanci, as she has always been there for the Council. Mayor Fridae then read aloud a letter of appreciation from the Council and presented Nanci with a 25-year service plaque and a gift certificate to the Buckhorn. The meeting was briefly adjourned for refreshments.

DISCUSSION ITEMS

1. Appointment of Planning Commission Members (3)

Council Member Stone said he and fellow Planning Commission committee member Mayor Fridae held interviews for 13 Planning Commission applicants. After much consideration, the committee is recommending the following applicants: Sally Brown, Bruce Guelden and Richard Kleeberg. Mayor Fridae added that all the applicants brought a wealth of talent, experience, enthusiasm, and the willingness to serve, which is greatly appreciated and he thanked all the applicants for applying.

Motion by Council Member Aguiar-Curry, second by Council Member Martin to appoint Bill Biasi and Luis Reyes and re-appoint Bruce Guelden as Planning Commissioners. Council Member Anderson said the feeling of opposition is not a good thing. Council Member Stone said other Council members have previously discussed this and had their minds made up. The behavior since this recommendation came out has been objectionable and unacceptable. Mayor Fridae said it is important to build consensus with individuals or groups who dissents or questions the decisions being made. Having representation from the group who filed the recent appeal would provide them with accurate information, which was the motivation for his selections.

Corinne Martinez, 115 Baker St., encouraged Council to take Mayor Fridae's advice to heart and embrace the diversity, which is important to the City overall.

Motion carried by the following roll call vote, which was requested by Council Member Stone:

AYES: Council Members Aguiar-Curry, Anderson, Martin, Stone, Mayor Fridae
NOES: None
ABSENT: None
ABSTAIN: None

2. Redistricting Update and Proposed Resolution

City Manager Donlevy gave an overview. Council Member Aguiar-Curry said the appointee by Duane Chamberlain in District 5 is Frank Siefertman, who is recommending the present map with minor changes. Craig Reynolds and Nick DeMari, appointed by Don Saylor and Mike McGowan, respectively, have provided maps which include Winters in District 2. Ms. Aguiar-Curry recommended taking the proposed resolution to the next Supervisor's meeting.

Council Member Martin said Winters will always be the minority. Council Member Stone said Winters could be well represented in District 2, and the reason for the proposed move from District 5 to District 2 is due solely to the large size of District 5. Council Member Aguiar-Curry said the Supervisor's are not concerned about area, but population/votes per district. She suspects the current vote would be 3-2, with Districts 1, 4 and 5 supporting Winters to remain in District 5. Council Member Martin and Anderson's comments were inaudible.

Motion by Council Member Aguiar-Curry, second by Council Member Anderson to approve Resolution 2011-39 in support of the City remaining in the Yolo County 5th Supervisorial District. Motion carried by the following vote:

AYES: Council Members Aguiar-Curry, Anderson, Martin, Stone, Mayor Fridae
NOES: None
ABSENT: None
ABSTAIN: None

3. Beekeeping in the City of Winters

Council Member Stone wanted to bring before Council the topic of beekeeping in residential areas, as many Winters residents have a hive or hives on their property. A resident was recently cited by Animal Control for this practice. In the absence of City regulations pertaining to beekeeping, the City abides by the regulations set forth by Yolo County/Animal Control. As more residents are choosing to grow their own fruits, vegetable, nuts, etc., many are choosing to keep a beehive on their property. Council Member Stone wanted to bring this topic to the attention of Council as a starting point to make sure that beekeeping would be a decision that Council could agree on, regardless of whether beehives are to be allowed or prohibited in residential areas.

Council Member Martin said beehives allowed in residential areas may be in conflict with one or more neighbors. Council Member Aguiar-Curry asked if this was an animal control issue or an economy permitting issue. Council Member Stone reiterated the Animal Control ordinance says beehives are not allowed in residential areas.

Sally Brown, 24 E. Main, says the City should consider allowing beehives in City limits and that we are already close to beehives that are located across the creek. Many residents who have fruit trees, as well as the Community Garden,

are benefiting from the pollinators. Ms. Brown suggested further investigation and see how other cities have handled this situation.

Mayor Fridae said this item will be re-visited at a future City Council meeting. City Manager Donlevy suggested bringing this item back as a discussion item and inviting an authority on the subject, ie: a representative from the Yolo Ag Commissioners office or Animal Control.

4. Resolution 2011-35 A Resolution of the City Council of the City of Winters Authorizing the Application for Housing-Related Parks Grant (Moved to Consent Calendar)

5. 2011-2012 Budget Update

Director of Financial Management Shelly Gunby gave an overview. The State passed bills 26 & 27, which will eliminate redevelopment agencies unless City's pay to keep them. The City of Winters has already paid the State \$781,000 and \$151,000, and would have to pay another \$525,000. On an ongoing basis, the City of Winters would be required to pay \$125,000 (or more) per year beginning in 2012-2013 for the redevelopment agency to remain viable. The California Redevelopment Agency and League of California Cities are preparing lawsuits to be submitted directly to the Supreme Court.

City Manager Donlevy said since the State has taken approximately \$940,000, they have stolen all of our liquidity. On 8/1, the City will have to decide whether to pay \$525,000 to retain the redevelopment agency or not and have the City become a successor agency, which could be a more viable option. The City's overall property tax base has been devastated as property taxes have fallen 5% and 10% in the last two years, which was the worst in the County. Things are very tight for us and Council may be faced with making some decisions that will not be very popular. Gas and alcohol are our #1 sales tax producers and three of the top five are gas stations. The Burger King/Arco project is the only thing we have going forward.

Council Member Martin asked about properties that are titled under the Winters Redevelopment Agency. Based on the legal advice of three separate attorneys, Ms. Gunby said the City cancelled the notes in exchange for the properties, had the properties appraised and then transferred the properties into the City's name. These properties are no longer property of the Winters Redevelopment Agency and were titled in the City's name. Based on the legal advice staff received, the State cannot take these properties. Council Member Martin voiced his concern about the State's conduct regarding these properties.

Council Member Aguiar-Curry said we are being punished for Proposition 22 (ban State from raiding local government, public safety and transportation funds) and said SB89 (elimination of Vehicle License Fees) should be vetoed.

Council Member Anderson suggested a phone call be placed to our legal representatives on 8/1/11 to see where we sit. City Manager Donlevy he will have a discussion with the City's financial advisor and will follow up with Council regarding the Redevelopment Agency at the 8/16 City Council meeting.

Motion by Council Member Aguiar-Curry, second by Council Member Martin to send a letter vetoing SB89, following the approval of the City's legal representatives. Motion carried unanimously.

6. 318 Railroad Avenue (APN # 003 204 005) Update on Responses to Invitation to Submit a Lease Proposal

Council Member Anderson stepped down due to a possible conflict of interest.

Housing Programs Manager Dan Maguire said the City received two lease proposals for property located at 318 Railroad Avenue. Staff is in the process of reviewing those proposals and will bring back a recommendation to Council at a future Council meeting.

Rory Linton, 311 Peach Place and 314 Railroad Avenue, said the lease criteria needs to be openly discussed and cleared up so there is no negative feedback. Mr. Linton's lease proposal includes a minimum length of 3 years, with an option for two additional years. An 18-month lease is just not viable for most businesses, especially new businesses. Regarding the request for financials, Mr. Linton said he would prefer to deal with one City representative in order to retain his privacy. Mr. Linton asked staff to consider leasing the existing fire station once the fire department has moved to the Public Safety Facility.

Council Member Stone said the property at 318 Railroad is a viable property and any discussion about tearing down the building should be discontinued. Those submitting lease proposals may propose alternative terms, but any changes to the preferred lease terms by the City would change the document and force the City to go out again for proposals.

Housing Programs Manager Dan Maguire said the wording of the preferred lease can accommodate counter proposals. Both applicants who responded proposed extended lease terms, which will not disqualify the proposals from consideration.

Council Member Aguiar-Curry was concerned about discussing 314 Railroad Avenue and said it needs to be an agenda item before discussing. Council Member Stone said any discussion regarding 314 Railroad should have been brought up during the Public Comment portion of the agenda. As this property is

not currently an agenda item, any discussion regarding this property needs to come back as a future agenda item.

City Manager Donlevy said the timelines for the properties purchased by the City (314 & 318 Railroad) should be consistent. City staff is putting together an RFP for a hotel, which will come back as a draft RFP at the 8/2 Council meeting.

Council Member Anderson returned to the dais at this time.

COMMUNITY DEVELOPMENT AGENCY

1.

CITY MANAGER REPORT: City Manager Donlevy said the 2010 Water Quality Reports went out in last month's water bills. Mr. Donlevy also attended the Yolo Leaders Workshop held in Esparto last week, where several Capay Valley business owners, who lack infrastructure and the ability to stand for themselves, expressed interest in joining Winters from a cooperative standpoint. Mr. Donlevy is interested in planning a meeting to include these business owners and SACOG, and to discuss rural economic grants. The Emergency Management Training is being planned for October and will include staff and Council members. A joint exercise is also being planned to include the Bureau of Reclamation and Solano County Water Agency. The Grand Opening for Orchard Village was held on July 20th.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Fridae said he will be unable to attend the next two Council meetings and Council Member Martin may be out the first Council meeting in August. Mayor Fridae adjourned the meeting at 9:00 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 2, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: State Mandated Cost Claiming Services.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2011-37, A Resolution of the City Council of the City of Winters approving an Agreement for Provision of Professional Consulting Services to the City of Winters by AK & Company for SB90 State Mandated Cost Reimbursement Claim.

BACKGROUND:

The State of California has mandated that cities and counties must provide certain services and programs, and under state law, the State of California is required to reimburse the cost of providing those programs and services. Cities and Counties must submit claims to the State of California in order to receive the reimbursement. The City of Winters began submitting claims in February 2002 and the state currently has remitted to the City of Winters approximately \$90,252. Although most of the mandates are expected to be suspended in the 2011-2012 California state budget, the City must continue to file the claims in order to receive payment when the state budget includes the repayment of past claims, and the payment of current claims. The cost of submitting the claim to the state is reimbursed by the state.

FISCAL IMPACT:

The City will receive approximately \$6,000 in funds for the current fiscal year to offset the cost of providing services and programs. Our policy is to use these funds, when received, to help provide funding for our equipment replacement funds.

ATTACHMENTS

Consultant Services Agreement
Resolution 2011-37

RESOLUTION 2011-37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AGREEMENT FOR PROVISION OF PROFESSIONAL CONSULTING SERVICES TO THE CITY OF WINTERS BY AK & COMPANY FOR SB 90 STATE MANDATED COST REIMBURSEMENT IN THE AMOUNT OF \$3,000.00

WHEREAS, the City finds it prudent to submit a claim to the State of California for reimbursement for the cost of state mandated programs; and

WHEREAS, AK & Company has presented the City with a proposal to prepare the claim for reimbursement of state mandated programs;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters hereby approves the contract with AK& Company in the amount of \$3,000 to file the claim for reimbursement for the cost of state mandated programs and authorizes the City Manager to execute the contract with AK & Company

PASSED AND ADOPTED by the City Council, City of Winters, this 2nd day of August 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____

Comment [AR1]: Click the Protect Form button (padlock icon) on the toolbar to activate Automatic Fill-In. If you do not have the icon, select Tools from the menu bar and then select Protect Document, click on OK.

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and AK & Company ("CONSULTANT"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated June 28, 2011. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and Exhibit "A".
2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed Three Thousand Dollars (\$3,000.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant

see attached

Exhibit "B" Provided by Consultant

See attached

EXHIBIT "C"

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S _____ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the _____ prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

**AGREEMENT FOR PROVISION OF
PROFESSIONAL CONSULTING SERVICES TO THE
CITY OF WINTERS**

This AGREEMENT is entered into on the _____ day of _____, 2011, both by and between ak & company ("Consultant" for the purposes of this Agreement) and the City of Winters ("City" for the purposes of this Agreement).

PURPOSE:

Article XIII B of the State of California's Constitution allows local agencies to recover costs associated with provision of certain activities that have been mandated by the State. City has determined that provision of the Consultant's services to prepare and file mandated cost reimbursement ("SB 90" for the purposes of this Agreement) claims is the most cost effective and economical method to complete this process. Consultant has knowledge and experience in completion of the data collection, preparation and submission of SB 90 claims to the State of California. City agrees that Consultant will assist City in the preparation, submission and negotiations involving these state mandated programs.

City and Consultant mutually agree to the following terms and conditions:

- 1) Consultant's Services. Consultant will perform in a professional manner the following services:
 - a) Based upon City's timely provision of accurate and complete information, by February 15, 2012, prepare and submit SB 90 Annual Claims to the State Controller's Office, according to the State Controller's 2011 Annual Claiming Instructions.
 - b) Based upon City's timely provision of accurate and complete information, by February 14, 2012, prepare and submit SB 90 Amended or Late Claims to the State Controller's Office, if necessary.
 - c) Based upon written instruction from City and based upon City's timely provision of accurate and complete information, prepare and submit SB 90 New Claims according to Claiming Instructions issued during the 2011-2012 fiscal year. New Claims are those with a claim due date other than February 15, 2012, that have not been previously reimbursable.

Consultant shall determine the method, details and means of preparing and filing SB 90 claims and agrees to perform the specific services listed in Exhibit "A", for each category of claim.

- 2) City's Duties. City's duties under this Agreement are to cooperate with Consultant in the performance of this Agreement and perform the specific services listed in Exhibit "B", within the timeframes specified.
- 3) Exhibits. Exhibits "A" and "B" are attached and incorporated as part of this Agreement.

- 4) Term of Agreement. This Agreement shall become effective immediately upon signing and continue in effect through September 30, 2012. This Agreement may be extended by mutual consent of the parties for two consecutive periods.
- 5) Staff. "Consultant" includes all staff required to complete performance of this Agreement's services. Services included in this Agreement will be completed by Consultant or under Consultant's supervision.
- 6) Costs of Agreement and Method of Compensation – Annual, Amended and Late Claims. In exchange for Consultant's provision of the services in Items 1) a) and 1) b), City agrees to compensate Consultant in a Fixed Fee in the amount of three thousand dollars (\$3000). This fee will be paid in two equal installments: Fifty percent (50%) or \$1500 will be due and payable within 30 days of City's receipt of invoice following execution of the Agreement and fifty percent (50%) or \$1500 will be due and payable within 30 days of City's receipt of invoice in following filing of Annual Claims. Any penalties incurred in Item 8) will be invoiced at this time.
- 7) Costs of Agreement and Method of Compensation – New Claims. In exchange for Consultant's provision of the services in Item 1) c), City agrees to compensate Consultant based on each New Claim Program. For each New Claim Program, compensation will consist of a Flat Fee in the amount of one thousand seven hundred fifty dollars (\$1,750) for up to three New Claim Program back year claim filings, and an additional \$150 for each additional back year program claim filing.
- 8) City's Provision of Staff and Data. City agrees to designate a responsible staff member as its SB 90 Coordinator. Consultant will inform designated City staff of the necessary data for timely claims submission. Consultant will presume that all data provided by City is correct and complete. City agrees to be fully responsible for the accuracy and timeliness of the data provided. City agrees there will be no Consultant liability for unfiled or late claims resulting from insufficient data or data not provided in a timely fashion.

The City and Consultant agree that Consultant requested data must be provided by City staff either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion. Consultant agrees to a one week grace period at no charge to City for untimely submission of data. City agrees to pay Consultant an additional fee of \$150 per week or portion thereof for data received by Consultant after the end of the grace period.

All Annual Claims data requested must be provided no later than **FRIDAY, NOVEMBER 11, 2011.**

For any New Claim, the City and Consultant agree that the Consultant will receive written direction from the City prior to beginning the data collection and claim preparation process. City will provide such notification to Consultant within **one week** of the Consultant's initial notification of each New Claim.

- 9) Third Party Obligations. The only parties to this Agreement and entitled to enforce the terms of the Agreement are City and Consultant. No right or benefit, direct or indirect, is given to any third parties.
- 10) Records and Inspections. In accordance with State law, Consultant will maintain complete, accurate records concerning all matters covered under this Agreement. During normal business hours, City will have reasonable access to these records. A thirty (30) day written notice will be provided by City when it intends to inspect or audit these records. Prior to being granted such access, any City employee, consultant, subcontractor or agent will execute a non-disclosure agreement.
- 11) Waiver of Submission of Claims. Submission of claims pursuant to Items 1) a), 1) b), and 1) c) of this Agreement may be waived. If a waiver is exercised by either party, Consultant will be paid by City for all work completed prior to and until the waiver's date of effect. The amount paid will not exceed the dollar amount indicated in Items 6) or 7). In case of a waiver, Consultant will be paid based on the amount of time required to submit the claims that were completed prior to the effective date of the waiver. This time will be reimbursed at the rate of \$150 an hour, not to exceed the dollar amount in Items 6) or 7).
- a) At Option of City. Pursuant to a specific State claiming instruction, at City's discretion, City may instruct Consultant not to file a specific claim or claims. This instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The date Consultant receives City's written instruction will be the effective date of City's waiver.
- b) At Option of Consultant. At Consultant's discretion, Consultant may advise City of the reasons it does not intend to file a specific claim. The date Consultant mails its notification to City will be the effective date of Consultant's waiver. City will expect Consultant to file any pertinent claim that meets the minimum limit set by the State.
- 12) No Waiver of Rights and Remedies. In no event will any City payment to Consultant constitute a waiver by City of any breach of covenant or any default that may exist on the part of Consultant. Payment made by City while any such breach or default does not impair or prejudice any City right or remedy in respect to such breach or default.
- 13) Consultant Audit Liability. Consultant will presume that all statistical and financial data provided by City is correct and complete. Consultant will provide workpapers and records to State Controller's Office (SCO) auditors if an audit should occur. Any State disallowance of amounts paid to City under the claim or claims for whatever reason will be solely City's responsibility. If City so requests, Consultant will assist City in defending claims at the desk audit level, provided such a disallowance amounts to at least ten percent (10%). No contest by Consultant for reductions of less than 10 percent (10%) will be made. Incorrect Reduction Claims preparation is not included in any part of this Agreement. If travel is required, Consultant is to be reimbursed for travel expenses and mileage at the City's rate in effect at the time of the travel.

- 14) Independent Contractor. In performing the scope of services of this Agreement, City and Consultant agree that Consultant is an independent contractor with complete control of the work and manner in which it is performed. For no purposes are the Consultant or Consultant's employees considered agents or employees of the City.
- 15) Insurance. General liability, automobile and professional liability insurances will be maintained by Consultant.
- 16) Limitation of Liability. Consultant will not be liable for consequential, special, indirect, or punitive damages. For any reason whatsoever, foreseeable or not, will Consultant's liability exceed the total amount paid to Consultant under this Agreement.
- 17) Changes. If either City or Consultant requires changes in the scope of services included in this Agreement, they must be mutually agreed upon by and between City and Consultant. Any changes will be included in a written and duly executed amendment to this Agreement.
- 18) Notices. Under this Agreement, any signatures, reports, bills or notices required will be adequate if sent by either City or Consultant via postage paid USPS mail to the address noted below:

Contact Name: Shelly Gunby **Title:** Director of Financial Management
Address: 318 First St Winters CA 95694
Phone #: 530-795-4910 **Fax #:** 530-795-4935
Email Address: Shelly.gunby@cityofwinters.org

ak & company **Phone #: 916 972 1666**
3531 Kersey Lane, Suite M **Fax #: 916 972 1666**
Sacramento, CA 95864 **email: akcompany@um.att.com**

Any notices will be considered delivered after five (5) days of being deposited in a USPS mailbox.

- 19) Complete Agreement. City and Consultant agree that this Agreement and any subsequent documents incorporated by specific reference contain all the terms and conditions previously agreed upon. No other agreements regarding this Agreement will bind either City or Consultant in any way.
- 20) Severability. If any portion, section, provision, part, or term of this Agreement are found to be in conflict with either a law of the United States of America or the State of California, or otherwise be unenforceable, the remaining portions, sections, provisions, parts or terms will be deemed severable and shall remain in full force and effect.

- 21) Receipt of Agreement. Consultant must receive a signed copy of this Agreement by **FRIDAY, AUGUST 6, 2011** to ensure that the data collection process can proceed in order to warrant that Annual Claims will be submitted in a timely fashion.
- 22) Signature Authority. The individual(s) signing this Agreement certify to the following:
 - a) He or she is authorized to sign this Agreement on behalf of City;
 - b) City has all approvals necessary to enter into this Agreement;
 - c) This Agreement is a valid, enforceable obligation of City upon execution.

THEREFORE, The City and the Consultant execute this Agreement as of the date below.

City of Winters

By: _____
(City Official)

Title: _____

Date: _____

ATTEST:

By: _____
(City Official)

Title: _____

Date: _____

ak & company

By: Anita Kerezsi Worlow
Anita Kerezsi Worlow, Principal

Date: 6/28/2011

Taxpayer I.D. Number: 20-3180401

EXHIBIT "A"
SERVICES TO BE PERFORMED BY CONSULTANT

Annual, Amended or Late Claims - Consultant will perform in a professional manner the following services:

- a. By February 15, 2012, prepare and submit SB 90 Annual Claims to the State Controller's Office, according to the State Controller's 2011 Annual Claiming Instructions, as specified in 1) (a).
- b. Prepare and submit amended or late SB 90 claims, as necessary, to the State Controller's Office, as specified in 1) (b).
- c. Schedule at least one site visit per year to discuss eligible programs with City's SB 90 Coordinator, and conduct meetings with individual departments affected by each reimbursable mandate program.
- d. Advise City of State Controller's Office issues associated with any SB 90 claims prepared and submitted by Consultant.
- e. Advise City staff regarding reliable and defensible types of source documentation
- f. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose to use either the State Controller's Office ten percent (10%) indirect cost rate or to calculate a higher rate.
- g. If necessary City financial records are available and delivered to Consultant in a timely manner, Consultant will collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO 10%.
- h. Complete all eligible claims and provide City with hard copies of the claims submitted.
- i. Deliver all signed claims to the State Controller's Office.
- j. Forward to City a copy of the Claims Transmittal signed by the State Controller's Office and acknowledging receipt of claims.
- k. If necessary, act as liaison with the State Controller's Office in Sacramento desk reviews.

EXHIBIT "A"
SERVICES TO BE PERFORMED BY CONSULTANT

New Claims – Upon written direction from City, Consultant will perform in a professional manner the following services:

- a. Prepare and submit SB 90 New Claims to the State Controller's Office, according to the State Controller's Office issuance of New Claiming Instructions, as specified in 1) (c).
- b. Advise City staff regarding reliable and defensible types of source documentation.
- c. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose to use either the State Controller's Office ten percent (10%) indirect cost rate or to calculate a higher rate.
- d. If necessary City financial records are available and delivered to Consultant in a timely manner, Consultant will collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO 10%.
- e. Complete all eligible claims and provide City with hard copies of the claims submitted.
- f. Deliver all signed claims to the State Controller's Office.
- g. Forward to City a copy of the Claims Transmittal signed by the State Controller's Office and acknowledging receipt of claims.

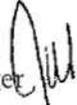
EXHIBIT "B"
CITY'S DUTIES

City's duties in performance of this Agreement:

- a. Return executed Agreement by Friday, August 6, 2011.
- b. Coordinate all site visits, activities and work with Consultant to collect and obtain necessary records, data and documentation needed by Consultant to prepare and submit SB 90 claims to the State Controller's Office by the required deadlines.
- c. Provide Consultant-requested data either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion.
- d. Annual Claims complete data not provided by Friday, November 11, 2011 will be considered late.
- e. For any New Claim Program, provide written direction to Consultant prior to Consultant beginning the data collection and claim preparation process. City will provide such direction to Consultant within three weeks of Consultant's initial notification of each New Claim Program, upon City determination that any New Claim Program filing will provide sufficient City reimbursement.
- f. Respond to Consultant inquiries within a reasonable timeframe.
- g. Ensure Consultant is paid within 30 days following City's receipt of an original invoice and acceptance by City of the materials, supplies and services provided by Consultant.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 2, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Resolution 2011-38 Confirming Delinquent Utility Bills

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2011-38 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

BACKGROUND:

The City of Winters bills each property owner for water, sewer and municipal services tax on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis. This resolution allows for the unpaid amounts to be placed on the property owner's property as a lien, and be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

FISCAL IMPACT:

None

RESOLUTION 2011-38

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
CONFIRMING DELINQUENT UTILITY BILLS

WHEREAS, the City of Winters provides utility services within the city limits;
and

WHEREAS, the Municipal Code of the City of Winters by its terms provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said utility services;

NOW THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

The City of Winters has delinquent accounts regarding the accounts and in the amounts included on Attachment A.

PASSED AND ADOPTED by the City Council, City of Winters, this 2nd day of August 2011 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 2, 2011
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: Yolo Emergency Services- Memorandum of Understanding

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding between the City of Winters and the County of Yolo and Cities of Davis, Woodland, West Sacramento, Yocha deHe Wintun Nation and Yolo County Housing for shared Emergency Management Services.

BACKGROUND:

Since 2009, the County and Cities have worked to explore a variety of opportunities for "shared services" which allows for the provision of common service needs within a cooperative framework. The main goals have been to increase overall efficiency, elimination of redundancy of services and enhanced cost effectiveness.

DISCUSSION:

Attached for the consideration of the City Council is a Memorandum of Understanding which provides for the joint funding and cooperative management of the Yolo County Office of Emergency Services (YES). Under the agreement, the key services under the agreement will include:

- **Emergency Planning:** which will include coordination of the Yolo Operational Area, emergency operations plans, local multi-hazard plans and disaster recovery.
- **Grant Administration:** for Homeland Security Grants, law enforcement assistance and local reimbursement reporting.
- **Regionalized Training:** to include emergency operations centers, SEMS, NIMS, ICS and

group disaster preparedness.

- **Exercises & Evaluation:** to include Statewide, regional and local exercises.
- **Risk Assessment and Threat Analysis:** which includes coordination with each of the cities and the County on an ongoing basis.
- **Functional Emergency Management:** to include education and outreach, alerts and warnings, disaster worker registration, liaison and coordination with CAL-EMA and FEMA and the overall preparedness for response and recovery operations throughout the County.

The design of the program includes the County of Yolo serving as the lead agency through the employment of two (2) personnel including an Emergency Services Manager and an Emergency Services Technician. An Emergency Services Steering Committee is establishing an annual work plan which will then be prioritized and implemented.

Attached as Exhibit A is the Scope of Services under the program and Exhibit B is the cost distribution. Costs for the program are essentially split between City contributions and EMA grant funds.

This “shared services” approach is being regionally applauded and has received accolades from the FEMA Regional Administrator.

FISCAL IMPACT:

\$10,000 for FY 2011-12. The funding for this will be cost allocated through all departments and funds within the City of Winters.



FEMA

JUL 14 2011

Supervisor Matt Rexroad
Chair, Yolo County Board of Supervisors
625 Court Street, Room 204
Woodland, CA 95695

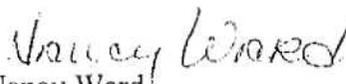
Dear Mr. Chairman:

I read with much interest an article in the June 14, 2011 edition of the *Sacramento Bee* titled "Shared Disaster Services Planned." The article described how Yolo County, four cities within the County, your Housing Authority and the Yocha Dehe Wintun Nation are developing a partnership to establish a shared Office of Emergency Services. As planned, it will reduce costs, eliminate duplication, and provide a centralized, regional focus that will enhance collaboration, communication, and team work. I am writing to acknowledge and commend your efforts to ensure a robust emergency management capability for Yolo County and its citizens.

It is no secret that governments at all levels are facing budgetary challenges as funding for many programs is scrutinized and reduced. We at the federal level are facing some serious cuts to our spending accounts which has led to some belt-tightening at our national and regional levels. While we may struggle to adjust to this streamlining, however, an elevated regional level of preparedness to ensure FEMA's support to our many stakeholders during their responses to emergencies and disasters remains our primary regional focus. Similarly, your initiative to combine your regional talents into one operation during these tough budget times is smart in these lean times. I applaud your partnership efforts to ensure a high level of regional capability when it comes to emergency management in Yolo County. Your citizens should be well served.

Thank you for your continued support to the emergency management goals of Yolo County.

Sincerely,


Nancy Ward
Regional Administrator
FEMA Region IX

cc:
Mayor, City of Davis
Mayor, City of West Sacramento
Mayor, City of Winters
Mayor, City of Woodland
Chair, Yolo County Housing Authority
Chairman, Yocha Dehe Wintun Nation

MEMORANDUM OF UNDERSTANDING

YOLO EMERGENCY SERVICES (YES)

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the County of Yolo, a Political Subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as "County," the Cities of Davis, West Sacramento, Winters and Woodland, municipal corporations of the State of California, the Yocha Dehe Wintun Nation, a sovereign, federally recognized Indian Tribe located in the Capay Valley, County of Yolo, State of California (Tribe), and Yolo County Housing (Housing) a public agency both corporate and politic, collectively referred to herein as the "Parties."

WHEREAS, County and Parties have adopted the Standardized Emergency Management System pursuant to the provisions of Division 2, Title 19 of the California Government Code; and

WHEREAS, County and Parties have adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

WHEREAS, County and Parties have presently existing a well-established Emergency Operations Plan, and a presently existing, well-established Emergency Organization functioning under the County Director of Emergency Services pursuant to Section 4-1.01 of the Yolo County Code; and

WHEREAS, it would be naturally advantageous to the Parties hereto to have the County's Office of Emergency Services perform certain functions for the Parties;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed, in accordance with the terms and provisions of the California Emergency Services Act (Title 2, Division 1, Chapter 7 of the Government Code), as follows:

I. LIAISON

All Parties agree to appoint a person, at staff level, as a liaison to Yolo Emergency Services, hereinafter referred to as YES. The employee(s) who is (are) assigned to act as liaison to YES shall not be an employee of YES. The personnel management of such employee is the responsibility of the assigning party.

II. SERVICES

County shall cause the County Emergency Services Director, and other County Officers and employees subject to his direction and control, to perform in coordination with and at the request of the Parties, during the term of this Agreement those functions identified in Exhibit A (Scope of Services Statement).

III. INDEMNIFICATION

Each Signatory Agency to this Agreement shall protect, indemnify, and hold harmless the other Signatory Agencies to this Agreement, their respective officers, officials, employees, volunteers, and agents from and against any and all liability, loss, expense, including attorneys fee, or claims for injury or damages arising out of the performance of this Agreement and resulting from the negligent or intentional acts or omissions of the Signatory Agency, its officers, officials, employees, volunteers, or agents.

IV. COMPENSATION

PARTIES agree to pay County a fee as set forth in the schedule attached hereto as Exhibit B.

V. TERMS

The Parties agree to the development of a long term organizational model and governance structure within the first 180 days of this Agreement. This Agreement shall commence on the date of execution by the Parties and remain in effect until terminated by any Party. Any Party may terminate this Agreement:

- a. After written notice, if they chose not to participate with the long term organizational model; or
- b. After giving one fiscal year written notice after the adoption of the long term organizational model.

The rights and obligations of the withdrawing party shall terminate at the end of the County fiscal year after the date of notice.

IN WITNESS WHEREOF, County of Yolo, acting by and through its Board of Supervisors, and the **Cities of Davis, West Sacramento, Winters and Woodland**, acting by and through their Councils, **the Yocha Dehe Wintun Nation**, acting by and through its Tribal Council, together with **Yolo County Housing**, acting by and through its Board of Commissioners, have caused this Agreement to be executed as of the dates set forth below.

COUNTY OF YOLO,
A Political Subdivision of the State of California,

Dated: _____

By _____

Matt Rexroad, Chair, Board of Supervisors

CITY OF DAVIS,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

CITY OF WEST SACRAMENTO,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

MOU
YOLO EMERGENCY SERVICES (YES)

CITY OF WINTERS,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

CITY OF WOODLAND,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

YOCHA DEHE WINTUN NATION,
A federally recognized Indian Tribe,

Dated: _____

By _____

(Title)

YOLO COUNTY HOUSING,

Dated: _____

By _____

(Title)

Attest:

By _____

(Title)

Approved as to form

Robyn Truitt Drivon, County Counsel

*MOU
YOLO EMERGENCY SERVICES (YES)*

YOLO EMERGENCY SERVICES MEMORANDUM OF UNDERSTANDING SCOPE OF SERVICES

Background

The following represents the scope of services available to agencies and jurisdictions participating in the collaborative emergency management shared services agreement. This attachment to the inter-governmental Memorandum of Understanding (MOU) serves to highlight the scope of services available to the participating MOU members, under the terms of the agreement. It is anticipated that this list may be further refined following future collaborative discussions on program governance and specific member needs.

Emergency Planning

OES will support MOU members by providing direct support to the development and maintenance of jurisdictional and agency-specific emergency management plans and documents. Plans, guidelines, and operating procedures will be designed to meet or exceed local, state, and federal planning requirements. Planning for jurisdiction-specific emergency management plans would be coordinated through the local leadership, with an emphasis on local needs and issues. Emergency management plans and documents include:

- Emergency Operations Plans (EOP)
Local Multi-Hazard Mitigation Plan (LHMP) - Complete Hazard Mitigation plan review for all MOU members
- Incident-specific response plans
- Special events public safety planning
- Disaster recovery plans

Emergency Management Grant Administration

County OES will function as the designated Administering Agency for federal grants for the Yolo Operational Area and MOU partners. Current federal grant programs being administered on behalf of the Operational Area include the Homeland Security Grant Program (HSGP) and the Emergency Management Performance Grant (EMPG).

- The Operational Area is responsible for the overall grant management of California's State Homeland Security Grant Program (SHSGP), Law Enforcement Terrorism Prevention Program LETPP)
- It is the OA responsibility to provide timely grant reimbursements to sub-grantees, monitor, manage, audit and create fiscal reports of Homeland security Grant Program

Training

County OES currently administers a comprehensive EOC staff development program that will be available to MOU member jurisdictions and agencies. OES staff may conduct customized training sessions for MOU members as requested. Training subjects include:

- Emergency Operations Center (EOC) staff development
- Standardized Emergency Management System (SEMS)
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Individual and group disaster preparedness
- Local senior officials briefing and orientation

Exercise & Evaluation

County OES will administer for MOU members a comprehensive exercise development, presentation, and evaluation program designed to test and enhance all levels of emergency management response and recovery. The following products:

- Coordinate and manage the development of all-hazard, performance-based drills, seminars, and exercises
- Coordinate and facilitate the exercise planning process
- Coordinate and facilitate the presentation of periodic all-hazard drills and exercises designed to evaluate emergency response and recovery functions
- Coordinate and manage the post-event analysis and reporting of exercise activity, to include the identification of program gaps and development of appropriate corrective action strategies
- Administer the completion and submission of all documentation for state and federal exercise compliance, in accordance with established Homeland Security Exercise and Evaluation Program (HSEEP) guidelines

Risk Assessment & Threat Analysis

County OES will assist MOU members with the identification, analysis, tracking, and communication of all real, potential, and emerging threats. Capabilities offered to MOU members will include:

- Development of comprehensive jurisdiction-based risk assessments
- Real-time monitoring of actual and emerging threats
- Coordinate liaison for MOU members with local, state, and federal intelligence and situational assessment resources, including the exchange of operationally sensitive and time dependent data
- Development of long-range and emerging risk assessments for MOU members

Preparedness Education and Outreach

County OES will provide the following public and organizational preparedness education and outreach programs to MOU member jurisdictions:

- Locally specific public all-hazard preparedness presentations
- Presentation of government staff disaster preparedness training and orientation
- Distribution of all-hazard preparedness literature and documentation
- Guidance on jurisdictional Continuity of Operations planning
- Protective measures surveys and assessments for MOU members
- Attendance at public safety and preparedness events

Alert and Warning

County OES can initiate emergency and precautionary alerts and warnings for MOU members utilizing a variety of communications and notification systems designed to provide reliable and redundant capabilities in the event of a major disaster. Systems available to MOU members through OES include:

- Reverse 9-1-1 telephonic warning system
- Emergency Alert System (EAS)
- Radio Amateur Civil Emergency Service (RACES)
- Operational Area Satellite Information System (OASIS)
- OES situation conference calls
- OA point of contact for Cal EMA dedicated teleconferencing system
- OES situation and operation conference calls

Disaster Service Worker (DSW) Registration

For MOU member jurisdictions, OES will maintain and administer a uniform method of registering volunteers as Disaster Service Workers, including a central database of all registered DSWs, and can prepare appropriate identification for each new registered DSW. OES ensures compliance with state workers compensation regulations as they pertain to DSW registration.

Liaison & Coordination

County OES will function as the designated liaison between MOU members and other Operational Area organizations and local, state, and federal government agencies, as well as multiple community-based service and support organizations.

Response & Recovery Operations

OES will provide direct support to MOU member jurisdictions and agencies pertaining to organizing for and conducting all-hazard emergency response and recovery operations, including coordinated functioning of a dedicated emergency operations center (EOC). EOC services available to members of the MOU include:

- Direct support and guidance for local jurisdiction EOC activation and staffing

- Direct support for coordinated information, communication, and resource management functions
- Direct coordination of public disaster recovery services
- Coordinated support of post-disaster public assistance centers activation

Special Projects and Emergency Management Support

County OES is prepared to provide the following special services and emergency management support to MOU members:

- Integrated Incident Management Team
- Critical infrastructure identification and risk analysis
- Review of available, and recommendation for implementation of emerging technologies designed to enhance local emergency management
- Emergency management sustainability and interoperability improvements
- Community Emergency Response Team (CERT) mobilization and integration
- Emergency management program branding and communication
- Historical and biographical reviews of local emergency events
- Emergency management program gap analysis and needs assessments
- Best practice resources and informational referrals
- Evaluation of state and federal emergency management regulations
- Local government disaster council organization and support
- Jurisdictional emergency management resolutions
- EOC design and function
- Emergency management readiness supply and equipment procurement evaluation and recommendation
- Post-event performance review and analysis

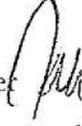
Yolo Emergency Services Memorandum of Understanding
Funding Formula

Funding Formula: Baseline & Population								
Contributor	Baseline Funding	Juris Pop	Pop Percent	Funding by Population	Contributor Sub-Total	OA Coord Factor	Contributor Total	Percent of Gap Funding
<i>Yolo County 2010 Population:</i>		200,849						
Yolo Co Housing	\$ 10,000.00	N/A	0.00%				\$ 10,000.00	5.59%
Winters	\$ 10,000.00	6,624	3.30%				\$ 10,000.00	5.59%
Subtotals:	\$ 20,000.00	6,624	3.30%				\$ 20,000.00	11.18%
Davis	\$ 10,000.00	65,622	32.67%	\$ 29,475.00	\$ 39,475.00	\$ (2,500.00)	\$ 36,975.00	20.65%
West Sac	\$ 10,000.00	48,744	24.27%	\$ 21,886.00	\$ 31,886.00	\$ (2,500.00)	\$ 29,386.00	16.41%
Woodland	\$ 10,000.00	55,468	27.62%	\$ 24,913.00	\$ 34,913.00	\$ (2,500.00)	\$ 32,413.00	18.10%
Yocha Dehe	\$ 10,000.00	N/A	0.00%	\$ 21,808.00	\$ 31,808.00	\$ (2,500.00)	\$ 29,308.00	16.37%
Yolo County	\$ 10,000.00	24,391	12.14%	\$ 10,956.00	\$ 20,956.00	\$ 10,000.00	\$ 30,956.00	17.29%
Subtotals:	\$ 50,000.00	194,225	96.70%	\$ 109,038.00	\$ 159,038.00		\$ 159,038.00	88.82%
TOTALS:	\$ 70,000.00	200,849	100.00%	\$ 109,038.00	\$ 159,038.00		\$ 179,038.00	100.00%
Notes:	1	\$10,000 baseline contribution for all agencies						
	2	\$159,038 - \$50,000 (baseline for Davis, West Sacramento, Woodland, County and Tribe) = \$109,038						
	3	\$109,038/5 = \$21,808 applied to Yocha Dehe as population impact factor						
	4	\$109,038 - \$21,808 (Yocha Dehe population impact factor) = \$87,230						
	5	\$87,230 x percent of population (200,849 minus Winters) for County, Davis, West Sacramento and Woodland						
	6	\$10,000 applied to County as representative of OA Coordination responsibility						
	7	Tribal, Davis, West Sacramento and Davis totals reduced by \$2,500 as a result of County assuming OA Coord charge						

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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 2, 2011
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Yolo County Hazard Mitigation Plan and Survey Informational Report

RECOMMENDATION: That the Council receive an informational report on the status of the Yolo County Hazard Mitigation Plan and Survey.

BACKGROUND: The Federal Emergency Management Agency (FEMA) and the Disaster Mitigation Act of 2000 (DMA) require that local jurisdictions have plans in place to mitigate all reasonably known hazards, both natural and man-made. Future hazard mitigation grant funding is contingent upon jurisdictions having FEMA approved hazard mitigation plans in place.

The attached memo provides a status report regarding the updating of the Yolo County Hazard Mitigation Plan. Also attached is a draft of the survey to be distributed to community members throughout Yolo County.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Memo to Winters City Council dated July 18, 2011 re Yolo County Hazard Mitigation Plan and Survey
2. Draft Yolo County Hazard Mitigation and Preparedness Survey



MEMO

TO: Winters City Council
DATE: July 18, 2011
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: Yolo County Hazard Mitigation Plan and Survey

The Federal Emergency Management Agency (FEMA) and the Disaster Mitigation Act of 2000 (DMA) require that local jurisdictions have plans in place to mitigate all reasonably known hazards, both natural and man-made. Future hazard mitigation grant funding is contingent upon jurisdictions having FEMA approved hazard mitigation plans in place.

In order to comply with FEMA and DMA and in order to better prepare our community and region to deal with natural and man-made hazards the City of Winters as part of the Yolo Operational Area comprising of all the cities within the county, the Yocha DeHe tribe, unincorporated regions of the county and special districts developed the Yolo Operational Area Multi-Hazard Mitigation Plan.

The current plan is over six years old and as required by FEMA is due to be updated. Additionally, FEMA has developed a new structure for the plan. A Hazard Mitigation Steering Committee with representatives from each of the local agencies including the City of Winters has been organized to tackle the job of revising the current plan.

Part of the revision process as required by FEMA includes public outreach. A survey will soon be distributed to community members online and through our utility billing asking for input from our community members as to their concerns about natural and human-caused hazards with the goal of gaining a better understanding of our community's needs in reducing risk and loss from such hazards.

As part of the FEMA required process, once the draft plan is developed one or more community outreach sessions will be conducted to provide the general public with an opportunity to review and comment on the draft plan prior to it being finalized and sent to FEMA via Cal EMA. The City Council will also see the draft plan at this time and have the opportunity to provide comment. Once approved by FEMA each local jurisdiction will be asked to take the approved plan before their respective council or board for adoption.

Please feel free to refer any questions you may receive about the Yolo Operational Area Multi-Hazard Mitigation Plan or the survey to my office.

Yolo County Hazard Mitigation and Preparedness Survey

This survey is designed to help the Local Hazard Mitigation Task Force identify the community's concerns about natural and human-caused hazards, to better understand community needs in reducing risk and loss from such hazards. It should be completed by an adult, preferably the homeowner or the head of the household. Please take a few minutes to complete this survey. All individual responses are strictly confidential, and are for research purposes only.

This survey can also be found online at www.yolocounty.org

1. Zip Code _____ Community Name or Location _____ Within city limits? Y N
 Do you have internet access? Y N Do you own or rent ?

2. How concerned are you about the following threats affecting your community? Please give each a priority rating as follows:
0= not concerned; 1 = Somewhat concerned; 2= Moderately concerned; 3 = Very concerned

- ___ Floods
- ___ Levee Failure
- ___ High Winds
- ___ Dam Failure
- ___ Health Alert / Mass Disease
- ___ Landslides/Mudslides
- ___ Earthquake
- ___ Biological (plant or animal)
- ___ Severe Storm
- ___ Hazardous Materials

- ___ Transportation Loss
- ___ Fire
- ___ Telecommunications Failure
- ___ Radiological Incident
- ___ Public/Civil Disorder
- ___ Terrorism
- ___ Utilities Interruption
- ___ Environmental (drought, air pollution, etc.)
- ___ Volcanic Eruption

3. What is the most effective way for you to receive information about how to make your household and home safer from natural disasters? (Please check all that apply)

Media:

- Newspaper stories
- Newspaper ads
- Television news
- Television ads
- Radio news
- Radio ads

- Books
- Mail
- Fire Department
- Website
- Fact sheet/brochure
- Church/religious organization
- Employer
- Public meetings
- University or research institution
- Utility bills
- Other _____

Other methods:

- Schools
- Outdoor advertising (billboards, etc.)

4. Did you consider the possible occurrence of a natural hazard when you bought/moved into your current home? Yes No
5. Would you be willing to spend more money on a home that has features that make it more disaster resistant? Yes No Don't know
6. Do you carry flood insurance? Yes No Annual cost: _____
7. Would you be willing to make your home more resistant to natural disasters? Yes No

→ Replace with:

4. How aware are you of the natural hazards that could affect your home?
 Not at all Somewhat Moderately Very much

Yolo County Hazard Mitigation and Preparedness Survey

5. In the following list, please check those activities that you or someone in your household, **have done**, **plan to do** in the near future, **have not done**, or are **unable to do**. (Please check one answer for each preparedness activity.)

Have you or someone in your household:	Have Done	Plan To Do	Not Done	Unable To Do
Attended meetings or received written information on natural disasters or emergency preparedness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talked with family members about what to do in case of a disaster or emergency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. Natural and human-caused disasters can have a significant impact on a community but planning for these events can help lessen the impact. The following statements will help us determine community priorities in planning for these hazards. Please tell us how important each one is to you.

Statement	Very Important	Somewhat Important	Neutral	Not Very Important	Not Important
Protecting private property	<input type="checkbox"/>				
Protecting critical facilities (hospitals, transportation networks, fire stations)	<input type="checkbox"/>				
Preventing development in hazard areas	<input type="checkbox"/>				
Protecting natural environment	<input type="checkbox"/>				
Protecting historical / cultural landmarks	<input type="checkbox"/>				
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	<input type="checkbox"/>				
Protecting and reducing damage to utilities	<input type="checkbox"/>				
Strengthening emergency services (police, fire, ambulance)	<input type="checkbox"/>				

THANK YOU for providing this information. Please return this survey to any of the following locations:

- Any branch of the Yolo County Library
- Woodland Library
- Any city hall (Davis, West Sacramento, Winters, Woodland)
- Or return by mail to:
- Yolo County Administration Building
- Yolo County Housing Central Office
- Yocha Dehe Fire Station

Yolo County OES
625 Court Street, Room 202
Woodland, CA 95695



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 2, 2011
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Accept Recommendations from Staff to Approve Resolution 2011-40 Revisions
Change the Putah Creek Council (PCC) Liaison to Winters Putah Creek
Committee (WPCC) as a voting member to WPCC .

RECOMMENDATION: Accept recommendations from staff to approve Resolution 2011-40, revisions which change the Putah Creek Council(PCC) Liaison to Winters Putah Creek Committee (WPCC) as a voting member to WPCC .

BACKGROUND: The WPCC which was established by resolution in October 2006 consists of eleven members; seven of which are voting members:

- Five members appointed by each councilmember
- One representative from Lower Putah Creek Coordinating Committee (LPCCC)
- One student representative (recruited from Winters High School)

The other non-voting members of the WPCC are Putah Creek Council (PCC) representative, City Council, Planning Commission and staff liaisons. Currently the PCC representative is the only non-voting member of the WPCC that is not a liaison of City Council, Commission or staff. The PCC representative has proven to be an invaluable asset to the WPCC discussions. This change will allow the WPCC to take full advantage of the input received by the PCC representative's contributions.

Over the past four plus years the WPCC has provided review and recommendation for the Nature Park and Creek restoration projects and grant proposals, to both Council and project coordinators. The WPCC meetings also allow members of the community and opportunity to provide input and voice concerns regarding the Nature Park.

FISCAL IMPACT: None

RESOLUTION 2011-40

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WINTERS REVISING THE ESTABLISHING OF THE CITY OF WINTERS
PUTAH CREEK COMMITTEE**

WHEREAS, the City Council believes an advisory committee focused on issues concerning Putah Creek needs to be established, and

WHEREAS, the Committee will advise the City Council on matters related to the restoration and public use of Putah Creek between the Interstate 505 overpass and the Railroad Bridge, as well as public lands bordering Dry Creek, and

WHEREAS, the Committee would coordinate volunteer cleanup and restoration work parties and the activities of individuals interested in stewardship, and

WHEREAS, the Committee would assist in public review of and input with to the Putah Creek Master Plan, and

WHEREAS, the Committee will coordinate activities with the Putah Creek Council, the Lower Putah Creek Coordinating Committee, and other organizations as needed by volunteers to maintain the riparian areas adjacent to the creek, and

WHEREAS, the Committee will coordinate volunteer and outside agency assistance with mowing, irrigation, and other maintenance with Winters Public Works, and

WHEREAS, the City Council shall establish a rotating list from which Council members shall be appointed to serve on a two-member Council committee to conduct interviews and recommend among prospective committee candidates, and

WHEREAS, the committee shall consist of a total of eleven (11) members, eight (8) being voting members. Members will not be limited to city limits. Five members are to be nominated by the City Council members, one Lower Putah Creek Coordinating Committee representative, one Putah Creek Council representative, and a high school student representing teen recreational interests will represent the eight voting members. The non-voting members include one ex-officio member as a liaison from the City Council and from the Planning Commission, and a city staff person

NOW, THEREFORE BE IT RESOLVED, these revisions regarding the establishment of the Putah Creek Committee for the City of Winters.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Winters on August 2, 2011, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Winters City Council Minutes
Meeting of October 17, 2006

Stone made a motion to accept Council Member Curry's recommendation. Seconded by Council Member Anderson. Motion carried unanimously.

11. Update on Proposition 49 effort

This item was moved to the consent calendar as Consent Item I.

12. Resolution 2006-43 – Setting Forth Procedures for City Council Meetings

Council concurred to take no action on this item.

13. Approve a contribution in the amount of \$25,000 toward the construction costs of the Shirley Rominger Intermediate School Softball Fields

City Manager Donlevy gave an overview. Council Member Curry questioned the contribution for the completed softball fields, which was conditioned on the advancement of the installation of new lighting at the Winters High School Football Stadium, Dr. Sellers Field. Due to additional costs associated with the football lights, this project has been cancelled. Council Member Martin indicated that if the contribution was not approved, the schools will be impacted. Mayor Fridae agreed. Council Member Anderson felt that the community fields are a benefit to the entire community. Council Member Curry asked to see a copy of the Joint Use Facility Agreement with the WJUSD. Council Member Martin made a motion to approve the stated contribution. Seconded by Council Member Anderson. Motion carried unanimously.

→ **14. Resolution 2006-46, Establishing Winters Putah Creek Advisory Committee - Review of possible responsibilities for a Winters Putah Creek Advisory Committee**

City Manager John Donlevy gave an overview. Council Member Anderson indicated he would like to include a member of the Lower Putah Creek Coordinating Committee on the Putah Creek Advisory Committee. David Springer, 200 Madrone Ct., thanked the City Council for their support and appreciated the opportunity to have this item on the agenda. He would like to see more than the 5 committee members suggested by the Council. Rich Marovich, the Lower Putah Creek Streamkeeper, introduced Eric Larsen, a Geomorphologist, who studies the shape and flow of the creek, and who would like to serve on the committee. Dawn Calciano, 5189 Putah Creek Road, also thanked the City Council for the interest in establishing the Putah Creek Committee, and was named as the ex-officio from the Lower Putah Creek Coordinating Committee. It was agreed that each Council member would nominate one voting member, whose term would follow that of the Council Member who nominated them. It was also agreed that the Winters Putah Creek Advisory Committee would consist of: 5 appointed members (voting), 1 student member (voting), and 1 Lower Putah Creek Coordinating Committee member (voting), for a total of 7 voting members. The non-voting members of the Committee would include a liaison from the City Council and the Planning Commission, a representative of the Putah Creek Council, and 1 staff liaison, for a total of 11 members. Council Member Stone made a motion to approve amended Resolution 2006-46. Seconded by Council Member Curry. Motion carried unanimously.

Council Member Anderson spoke about the SACOG MTIP (Metropolitan Transportation Improvement Plan) fall-order meeting scheduled for 11/16/06 where surface transportation projects in the 6-county area will be discussed and volunteers

RESOLUTION 2006-46

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WINTERS ESTABLISHING THE CITY OF WINTERS
PUTAH CREEK COMMITTEE**

WHEREAS, the City Council believes an advisory committee focused on issues concerning Putah Creek needs to be established, and

WHEREAS, the Committee will advise the City Council on matters related to the restoration and public use of Putah Creek between the Interstate 505 overpass and the Railroad Bridge, as well as public lands bordering Dry Creek, and

WHEREAS, the Committee would coordinate volunteer cleanup and restoration work parties and the activities of individuals interested in stewardship, and

WHEREAS, the Committee would assist in public review of and input with to the Putah Creek Master Plan, and

WHEREAS, the Committee will coordinate activities with the Putah Creek Council, the Lower Putah Creek Coordinating Committee, and other organizations as needed by volunteers to maintain the riparian areas adjacent to the creek, and

WHEREAS, the Committee will coordinate volunteer and outside agency assistance with mowing, irrigation, and other maintenance with Winters Public Works, and

WHEREAS, the City Council shall establish a rotating list from which Council members shall be appointed to serve on a two-member Council committee to conduct interviews and recommend among prospective committee candidates, and

WHEREAS, the committee shall consist of a total of eleven (11) members, seven (7) being voting members. Members will not be officials of the City of Winters nor limited to city limits. Five members are to be nominated by the City Council members, one Lower Putah Creek Coordinating Committee representative, and a high school student representing teen recreational interests will represent the seven voting members. The non-voting members include one ex-officio member as a liaison from the City Council and from the Planning Commission, a city staff person, and a member of the Putah Creek Council.

NOW, THEREFORE BE IT RESOLVED, there is hereby created and established a Putah Creek Committee for the City of Winters.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Winters on October 17, 2006, by the following roll call vote:

AYES: Council Members Anderson, Curry, Martin, Stone, and Mayor Fridae.
NOES: None
ABSTAIN: None
ABSENT: None

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmember's
DATE: August 2, 2011
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Scott Dozier, Fire Chief and Bruce Muramoto, Police Chief 
SUBJECT: Appliances and Miscellaneous Equipment Funding for the New Fire and Police Public Safety Facility

RECOMMENDATION: Staff is requesting approval for the expenditure of funds already encumbered under the original funding for the Winters Fire and Police Public Safety Facility in the total amount of \$21,632.00 plus shipping and tax to fully fund appliances and miscellaneous equipment needed to operate the new facility.

BACKGROUND: Staff is recommending that the City authorize us to acquire the items in the following list identifying needs and cost.

- (1) Three (3) refrigerator / freezer units. These units will be located in the upstairs living quarters of the fire station. Each shift will have its own lockable unit. The need for three units is that each shift will be responsible for acquiring their own food needed for their assigned shift. One common unit for all three shifts will start the "borrowing" of food supplies from one of the other shifts, which will result in problems associated to moral and conflicts. The station's upstairs kitchen was designed with space for three units. It is pretty much standard operating procedures for fire departments utilizing shift work to supply three units. The cost of each unit is \$809.00.
- (2) Two (2) small refrigerators; one for each small conference room located next to the Chief's office. These will be used to supply cool beverages and water for staff and people utilizing these rooms. The cost of each unit is \$100.00.
- (3) One (1) refrigerator / freezer unit for the joint brake room. This unit will be used by both fire and police to keep such things as lunches, drinks and food for the joint break room. The cost for this unit is 809.00.
- (4) One (1) medium size refrigerator / freezer unit to be located in the police department's property evidence room. This unit will be used to hold items that require preservation of

- biological evidence at a particular temperature. The cost for these units is \$495.00.
- (5) One (1) 55 inch Samsung LCD television. This unit will be installed in the fire departments up stairs living room. It will be used for the on-call staff to keep informed as to local and national news and entertainment for the staff when on there "off" work time. The cost for this unit is \$1,892.00.
 - (6) Three (3) 32 inch TV's. These units will be located in each of the Chiefs' offices and one will be located in the exercise room. These units will cost \$329.00 each.
 - (7) One (1) 40 inch TV to be mounted on a roll around TV cart. This unit will be located in the police side of the facility. The cost for this unit is \$596.00.
 - (8) One (1) Peerless smart mount universal flat panel TV cart. This unit will be located in the police side of the facility. It will cost 497.00
 - (9) One (1) up right freezer unit to be located in the downstairs kitchen. The existing unit located in the old fire station is in need of replacement and should not be moved to the new station. The cost of this unit is \$558.00
 - (10) One (1) walk-in cooler. This unit will be located on the outside of the out building. It will be used by both the volunteer fire staff for fundraisers such as the fish fry and shrimp feed. It will also be utilized by other nonprofit youth groups doing fundraising events at the station. The existing unit located at the old fire station cannot be moved and is in need of substantial repairs. The cost for this unit is \$5,154.00.
 - (11) Two sets of washers and dryers. One set will be located in the upstairs laundry room to clean linen and staff clothing. The other unit will be located downstairs in the fire department's laundry room to clean clothing equipment soiled with blood-borne pathogens. The washers each cost \$540.00. And the dryers are \$620.00 each.
 - (12) Three (3) Dyson Vacuum cleaners. One will be located in the upstairs living area, one will be located in the training / EOC room to be used in the office area of the fire station and one will be located in the police department. The unit will be used to keep both stations clean. The cost of these units is \$399.00 each.
 - (13) Two (2) Bissell Spotbot carpet cleaners. One for the fire side and one for the police side. These units will be used to clean up small spill spots on the stations carpet flooring. These unit will cost \$140.00 each
 - (14) One (1) Davis instruments weather station. This unit will be a hard wired unit and will allow staff to monitor weather conditions at the station. This is particularly important during hot weather. The station will monitor wind speed & direction, wind chill, heat index, dew point, sunrise & sunset, humidity, inside and outside temp's, rain fall and barometric pressure. The cost of this unit is \$ 445.00 plus \$40.00 for cable extension.
 - (15) Twenty (20) large 77 inch wide Racking units and Ten (10) small 48 inch wide racking units for police storage in property and evidence and the police side of the outside storage building. The total cost for the racking units is \$3,735.00.

FISCAL IMPACT: There will be no fiscal impact to the general fund in as much as the funding for the three projects has been integrated into the overall cost of the facility. Bids for these items are based on low bids from Best Buy, Lowes, Home Depot and Person with the exception of the weather station which was bid on line. The total cost is estimated at \$21,632.00 plus tax and shipping.

Scott Dozier, Fire Chief

Bruce Muramoto, Police Chief

Qty.	Description	Lowes	Home Depot	Persons	FSW
1	Refrigerator PD	\$749.00	\$494.10	\$499.00	
4	Refrigerators	\$1,349.10	\$808.20	\$1,249.00	
2	Compact Refrigerators	\$139.99	\$129.00	\$99.00	
1	Upright Freezer	\$557.10	\$749.00	\$635.00	
2	Maytag Washers	\$539.10	\$584.10	\$539.00	
2	Maytag Dryers	\$629.10	\$749.00	\$619.00	
3	Dyson Vacums	\$399.99	\$499.00	NA	
3	Bissell Spotbot	\$139.99	NA	NA	
1	Walk-In Cooler	NA	NA	NA	\$5,153.12

Store Name	Number of 48" W Shelves	Number of 77" W Shelves	Shipping	Sales Tax	Total
Sam's Club	10	20	Unavailable	Unavailable	\$3,734.80
Lowes	10	20	\$80.00	\$325.34	\$4,736.74
Amazon	10	14 (restriction in ordering)	\$2,055.62	N/A	\$7,239.20



Let's Build Something Together

Lowe's Of Vacaville, CA
 Store Number: 1143
 1751 East Monte Vista
 Avenue
 Vacaville 95688
 Phone: (707) 455-4400
 Hours: M-Sa 6 a.m. - 10
 p.m., Su 7 a.m. - 8 p.m.

Printed on 07/27/2011 at 1:44 PM

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Need Help?
 Lowe's Customer Care
 1.800.445.6937

My Shopping Cart

Products Ordered



edsel 72"H x 48"W x 24"D
 Steel Freestanding Shelving
 Unit

Item #: 319468 | Model
 #: MR4824B LKLB



edsel 72"H x 72"W x 24"D
 Steel Freestanding Shelving
 Unit

Item #: 319477 | Model
 #: 7224PR3WV03

Pick Up or Deliver?	Quantity	Unit Price	Total
Pick Up In Store - Price Lowe's Truck Delivery	10	\$93.14	\$931.40
Pick Up In Store - Free Lowe's Truck Delivery	20	\$170.00	\$3,400.00

Subtotal \$4,331.40

Promotional Code

Lowe's Truck Delivery \$60.00

Estimated Sales Tax \$25.34

Estimated Total \$4,736.74

Savings

Credit Card Services

GM Business Choice

Gift Cards

Affiliated Websites

- Accessible Home
- Efficient Home
- Kobalt Tools
- Lowe's Creative Ideas
- Lowe's For Pros
- Lowe's Moving Center
- Lowe's Plant Guide
- Team Lowe's Racing

Company Info

- About Lowe's
- Careers
- Investor Relations
- Lowe's Newsroom
- Social Responsibility
- Sustainability Policy
- Lowe's Canada
- Lowe's Mexico

Customer Care

- Contact Us
- Federal Tax Credits
- How's Our Site?
- Recalls & Product Safety
- Rabate Center
- Returns / Exchanges
- Shipping & Delivery
- Warranties

Services

- International Customers
- Installation Services
- In-Store Services
- Credit Card Services
- Lowe's Protection Plans
- Special Orders
- Lowe's Suppliers

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Need Help?
 Call 1-800-445-6937 or [Contact Us](#)



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subtotal = \$5,183.58

Items shipped from Amazon.com

Choose a shipping speed:

FREE Super Saver Shipping (5-8 business days)

Standard Shipping (3-5 business days)

Estimated shipping: July 29, 2011 - Aug. 1, 2011



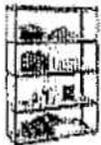
Gorilla Rack GR7300-S23 3-Shelf 77-by-24-by-72-Inch Package Rack, Silver

\$313.12 Quantity: 14 (NOTE only 14 in stock) Sold by: Amazon.com LLC

Items shipped from Northern Tool & Equipment

Shipping Method: Standard (3-5 business days)

Estimated shipping: July 28, 2011 - July 29, 2011



Gorilla Rack Steel-Framed Shelving Unit - 5 Shelf, 48in.W x 18in.D x 72in.H, Model# GRZ6-4818-5DI

\$79.99 Quantity: 10 Change Sold by: Northern Tool & Equipment

Order Summary

Items (24):	\$5,183.58
Shipping & Handling:	\$2,055.62
<hr/>	
Total Before Tax:	\$7,239.20
Estimated Tax To Be Collected:*	\$0.00
<hr/>	
Order Total:	\$7,239.20



Winters Police Department

Bruce Muramoto, Chief of Police

318-A First Street, Winters, CA. 95694

MEMO

TO: Police Chief Bruce Muramoto
DATE: 07/27/2011
FROM: CSO Gail Jimenez
SUBJECT: Price quotes for shelving for Public Safety Facility (Law Enforcement)

The property and evidence room is estimated to require approximately 6 48"W x 24"D x 72"H shelving units and approximately 10 77"W x 24"D x 72"H shelving units for a total of 30 shelving units.

The mezzanine is estimated to require a total of 4 48"W x 24"D x 72"H shelving units. The storage building is estimated to require 10 77"W x 24"D x 72"H shelving units

The total number of shelving units for the law enforcement side of the Public Safety Facility would be 10 48"W x 24"D x 72"H shelving units and 20 77"W x 24"D x 72"H for a total of 30 units

Research for Gorilla Rack shelving was collected from Sam's Club, Lowes, and Amazon.com.

At Sam's Club, the price for 10 shelving units measuring 48"W x 24"D x 72"H (item # 176011) is \$788.40. The price for 20 shelving units measuring 77"W x 24"D x 72"H (item # 76032) is \$2,946.40. The price total for 30 shelving units is \$3,734.80. Shipping costs are unable to be calculated until final order is placed with a Sam's Club membership card number.

At Lowes, the price for 10 shelving units measuring 48"W x 24"D x 72"H (item # 319468) is \$931.40. The price for 20 shelving units measuring 77"W x 24"D x 72"H (item # 319477) is \$3,400.00. The price total for 30 shelving units is \$4,331.40. Delivery by truck is \$80.00. Estimated sales tax is \$325.34. The grand total is estimated to be \$4,736.74 (see attached quote)

At Amazon, the price for 10 shelving units measuring 48"W x 18"D x 72"H (model # GRZ6-4818-5DI) is \$799.90. The price for 14 shelving units measuring 77"W x 24"D x 72"H (model # GR7300-S23) is \$4,860. Due to a restriction in ordering only 14 shelves can be purchased at a time. The price total for 24 shelving units is \$5,183.58. Shipping and handling is \$2,055.62 for a total of \$7,239.20. (see attached quote)

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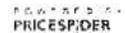
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Hardware

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BB11221187 1 \$1,891.76 \$1,891.76	Samsung UN55D6420UF	Samsung 55" Class / 1080p / 120Hz / 3D LED-LCD HDTV <ul style="list-style-type: none"> ● 1080p display Provides the highest quality progressive-scan picture possible from a high-definition source. ● Two 15W speakers Support Dolby Digital Plus and SRS TheaterSound HD for crisp, digital-quality sound. ● Inputs Include 4 HDMI, 1 PC (rear), 1 component video (rear), 2 composite video (1 shared with component), 1 component audio (rear), 1 digital audio (rear) and 1 PC audio (rear). ● 4 HDMI inputs HDMI cable not included. High-speed HDMI cable is the only connection that can deliver a full HDTV experience with a full 1080p picture and digital surround sound. ● PC video input Lets you connect your computer to experience high-resolution images. ● 3 USB 2.0 ports For quick connection of a digital camera or other USB device. 	
BB10740657 1 \$519.33 \$519.33	Peerless Industries SR560M	Peerless SmartMount Universal Flat Panel TV Cart SR560M - cart	peerless 



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UN55D6420UFX2C WebID: 1016776S

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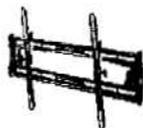
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Save \$30

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\$199.99

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Features & Specs

The incredibly slim Samsung D6420 LED TV combines the latest in home theatre technology for a viewing experience like no other. This low-profile 3D Smart TV is capable of converting your 2D content to 3D, alongside producing an incredible Full HD 1080p resolution and a 120Hz frame refresh rate.

Video

Screen Size	55 Inches
Display Technology	LED
Backlight Type	LED
Aspect Ratio	16:9
Native Resolution	1920 x 1080
1080p Display Method	Native
	Not Applicable

<u>Moving Picture Resolution</u>	
<u>Video Processor</u>	3D HyperReal Engine
<u>Panel Processor</u>	10-Bit
<u>Response Time</u>	4 ms
<u>Refresh Rate</u>	120 Hz
<u>Sub-Field Drive</u>	Not Applicable
<u>Dynamic Contrast Ratio</u>	5000000:1
<u>Static Contrast Ratio</u>	Information Not Available
<u>3:2 Pulldown Detection</u>	Yes
<u>Colour Enhancement</u>	Wide Color Enhancer Plus
<u>Viewing Angle</u>	178/178
<u>Brightness</u>	Information Not Available
<u>TV Tuner</u>	ATSC; QAM
<u>Picture-In-Picture</u>	Yes
<u>Game Mode</u>	Yes
<u>Sports Mode</u>	Yes
<u>Cinema Mode</u>	Yes
<u>Other Modes</u>	Samsung Smart TV; Smart Hub; Search All; Your Video; Social TV; Samsung Apps
<u>ISF Calibration Ready</u>	Not Applicable
3D	
<u>3D Signal Transmitter Built-In</u>	Information Not Available
<u>3D Glasses Included</u>	Information Not Available
Audio	
<u>Audio Enhancement</u>	Dolby Digital Plus; SRS TheaterSound HD
<u>Auto Volume Correction</u>	Yes
<u>Speakers</u>	Included
<u>Speaker Configuration</u>	Down Firing + Full Range
<u>Speaker Output Power</u>	15 W Per Channel
Inputs/Outputs	
<u>HDMI Inputs</u>	4
<u>Component Video Inputs</u>	1
<u>S-Video Inputs</u>	Not Applicable
<u>A/V (Composite) Inputs</u>	2
<u>Coaxial Cable (RF) Inputs</u>	1
<u>IEEE 1394 (Firewire) Inputs</u>	Not Applicable
<u>Optical Digital Audio Output</u>	1
<u>Stereo Audio Outputs</u>	1
<u>Headphone Jack</u>	No
<u>PC VGA Inputs</u>	1
<u>PC Audio Inputs</u>	1
<u>USB Media Port</u>	3
<u>Ethernet Port</u>	1
<u>Wi-Fi Connectivity</u>	Wireless LAN Adapter Supported
<u>DLNA Certified</u>	Yes
<u>Other Inputs/Outputs</u>	RS232
<u>Media Card Slots</u>	No

Convenience

<u>Photo Playback</u>	JPEG
<u>Music Playback</u>	MP3; WMA
<u>Movie Playback</u>	MPG; H.264; DIVX; AVCHD; MKV
<u>Built-In Content Library</u>	No
<u>Remote</u>	TM1060
<u>Closed Captioning</u>	Yes
<u>Channel Labeling</u>	Yes
<u>Last Channel Recall</u>	Yes
<u>Language Options</u>	English; French; Spanish
<u>Parental Control</u>	Yes
<u>Built-In Program Guide</u>	No
<u>Sleep/Alarm Timer</u>	Yes
<u>Video Input Labeling</u>	Yes

Power

<u>Typical Consumption</u>	Information Not Available
<u>Stand-By Consumption</u>	Under 0.1 W
<u>Auto Off</u>	Yes
<u>Energy Saving Mode</u>	Yes
<u>Energy Star Rating</u>	5.1

Physical Features

<u>Cabinet Colour</u>	Black
<u>Pedestal Stand</u>	Included
<u>Wall Mount</u>	Optional
<u>Wall Mount Specification</u>	400 mm x 400 mm
<u>Width with Stand</u>	125.5 cm
<u>Height with Stand</u>	80.84 cm
<u>Depth with Stand</u>	27.5 cm
<u>Weight with Stand</u>	22 kg
<u>Width without Stand</u>	125.5 cm
<u>Height without Stand</u>	72.83 cm
<u>Depth without Stand</u>	2.99 cm
<u>Weight without Stand</u>	17.3 kg
<u>Warranty Labour</u>	1 Year(s)
<u>Warranty Parts</u>	1 Year(s)
<u>WebId</u>	10167768

More Information**Important Specs at a Glance:**

Full HD 1080p resolution
 120Hz frame refresh rate
 5,000,000:1 dynamic contrast ratio
 HDMI, Component, PC, USB, Ethernet, and WiFi connectivity options
 **Requires HDTV Source

More About This Model:

Beyond its ultra-slim profile the Samsung 6420 Series comes complete with advanced features like Samsung's Ultra Clear Panel, Auto Motion Plus 120Hz, BD Wise and the Wide Colour Enhancer Plus, to deliver Full HD images that are unbelievably vibrant and razor-sharp. Samsung's 3D HyperReal Engine produces amazing 3D images while the 3D converter puts changes your 2D content to 3D. The Ultra Clear Panel efficiently absorbs external light and effectively eliminates reflection, providing you with real, natural colour and deep, dynamic detail that deliver a clearer, more comfortable viewing experience.

Smart Hub is a portal to all this Samsung Smart TV's features. It's home to convenient Apps and services that are continually being added. Your Video Recommend examines your viewing habits and begins to recommend similar content you might enjoy.

Energy Star



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Sergio Gutierrez

From: Henrich, Peter [Peter.Henrich@bestbuy.com]
Sent: Wednesday, July 27, 2011 11:49 AM
To: Sergio Gutierrez
Subject: Your Best Buy For Business Quote - [224649466]

Hi Sergio,

Regular price on this mount is almost \$800, so I had to get special approval to price this low. This would be the lowest that I could possible go.

Thanks,

Peter Henrich
Best Buy for Business
Account Manager
Northern California/Nevada Market
C- 916-243-9111
F- 952-430-3198
peter.henrich@bestbuy.com



Quotation Number: 224649466

Best Buy For Business
7601 Penn Avenue South
Richfield, MN 55422-3645

To: Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Info:
Requested Date: 07/27/11
Expiration Date: 08/10/11
Customer Number: 1285293
Customer PO#: N/A
Payment Type: TBD

From:
Peter.Henrich@bestbuy.com
Business Professional
Best Buy For Business
Phone: 916-243-9111
Fax: 9524303198

Dear Sergio Gutierrez,

Thank you for requesting the following quote from Best Buy For Business.

Sold To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Bill To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Ship To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

QTY	DESCRIPTION	ITEM#/MFR#	PRICE	EXT. PRICE
1	Peerless SmartMount Universal Flat Panel TV Cart SR560M - cart	BB10740657 13630 SR560M	\$496.88	\$496.88
	Availability: In Stock Catalog: Business			

Notes:

Product Total: \$496.88

Special Delivery:	\$100.00
Est. Tax:	\$36.02

Quote Total:	\$632.90
=====	

If you have questions or require additional information, please contact me. If you would like to place this order online simply use this link:

<http://www.bestbuybusiness.com/bbf/en/US/direct/bestbuy?cmd=QuoteDisplay&ShoppingCartKey=224649466>

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Thank you for partnering with Best Buy For Business on this opportunity.

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Peter Henrich
Best Buy For Business
www.bestbuybusiness.com

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by Peerless

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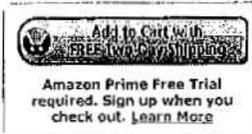
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 UPC: 735029247715
 UPC 14: 00735029247715
 Buy.com Sales Rank: 78506
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The new SmartMount SR560M Flat Panel TV Cart offer the most complete mobile solutions for any application. These versatile presentation carts allow you to hold meetings with A/V support or simply to display information. Their full line of accessories enable cart to be fully tailored to meet your specific requirements. Whether video conferencing from a boardroom or presenting on a trade show floor, Peerless Flat Panel TV Cart is the solutions you need.

Features

- Product Type TV Stand
- Manufacturer Part Number SR560M
- Manufacturer Website Address www.peerlessindustries.com
- Manufacturer Peerless Industries, Inc
- Product Model SR560M
- Product Name SmartMount SR560M Flat Panel TV Cart
- Product Line SmartMount
- Brand Name Peerless
- Package Contents
 - SmartMount SR560M Flat Panel TV Cart
 - Metal Shelf
- Material Metal
- Weight (Approximate) 76 lb
- Color Steel
- Height 67"
- Width 35.60"
- Depth 27.80"



Tech Specs

- Product Type: TV Stand
- Manufacturer Part Number: SR560M
- Manufacturer Website Address: www.peerlessindustries.com
- Packaged Quantity: 1
- Manufacturer: Peerless Industries, Inc
- Product Model: SR560M
- Product Name: SmartMount SR560M Flat Panel TV Cart
- Product Line: SmartMount
- Brand Name: Peerless
- Additional Information:
 - UL Listed
 - Max Load Capacity: 250 lb
 - Finish: Scratch resistant fused epoxy
 - 4" swivel casters ensure safe and easy maneuverability
 - Incremental tilt of -2°, 0° and +5° for desired viewing angle
 - Vertical adjustment feature to achieve the ideal viewing height
 - Max Load Capacity: 250 lb (150 lb for screen; 50 lb per shelf)
 - Universal models for mounting hole patterns up to 28.75"W and 17.04"H
 - Adjustable metal or tinted glass shelf for A/V components and accessories
 - Internal cable management neatly hides all cords and cables for a clean, clutter-free look
- Package Contents:
 - SmartMount SR560M Flat Panel TV Cart
 - Metal Shelf
- Compatibility: Up to 32" to 60" LCD and Plasma Flat Panel Screens
- Material: Metal
- Color: Steel
- Color: Black

Product Attributes

- Color: Black
- Color Class: Black
- Product Line: SmartMount

Product Image



Advertisement



Customer Reviews

- Value: ★★★★★ 5
- Performance: ★★★★★ 5
- Ease of Use: ★★★★★ 5
- Overall Satisfaction: ★★★★★ 5

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Feedback

5 of 5 great unit for studio 6/6/2008
from Milwaukee, WI

very sturdy. great addition to our studio- holds large plasma and monitoring decks/dvd. good value.

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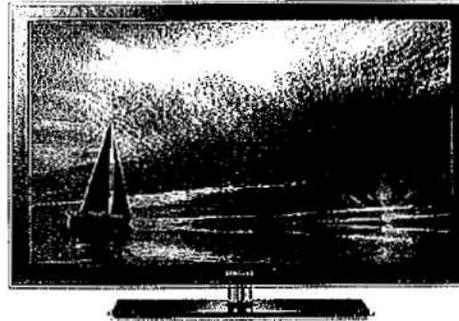
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Clear Motion Rate of 120

Clear Motion Rate (CMR) is Samsung's more comprehensive and accurate measure for how well an LCD or LED TV can display fast-moving images. Previously, motion clarity was expressed simply by the refresh rate, measured in Hz. CMR, however, takes into account all three factors that contribute to motion clarity: panel refresh rate, image processor speed and backlight technology.

[Click here to learn more about Clear Motion Rate.](#)



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40"
TV

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Screen Measured
Dially

1 x 1080 Native Resolution

Ports & Outputs
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Dimensions
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This Item's Limited Warranty is
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Top 5 TV

1
 Seiki LC46G82 46" 1080p 60Hz LCD HDTV



Now Just **\$499.99**

TV > LCD TV > LCD TV 40" or Greater

Samsung LN40D630 40" LCD HDTV - 1080p, 1920 X 1080, Auto Motion Plus 120Hz, 4 HDMI, USB, PC Input, Energy Star



Item Number: **5222-4001**
 Model: **LN40D630**
 Shipping: **In-Stock, Ships Today!**
 Retail Store: **Check Store availability**
 List Price: **\$799.99**
 Instant Savings: **- \$80.00**

Price: \$719.99

This item qualifies for **Extra Protection**.
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Samsung LN40D630 40" LCD HDTV

From its crystal-clear onscreen motion to its elegant Touch of Color design, the Samsung LN40D630 40" LCD HDTV offers up plenty of visual attractions. Even the quickest action on the 40-inch LCD screen is smooth and life like, thanks to Samsung's Auto Motion Plus 120Hz technology with Clear Motion Rate. Even when it's not on, the Touch of Color design – a red accent around the bezel – provides subtle yet attention-getting eye candy for the Samsung LN40D630 40" LCD HDTV. A suite of connectivity technologies including AllShare™ and ConnectShare™ – along with four HDMI® inputs – turns this HDTV into a full-fledged multimedia center. Order the Samsung LN40D630 40" LCD HDTV today!

What It Is and Why You Need It:

- Experience a greater level of detail and clarity in the picture than you ever thought possible with the full HD 1080p resolution
- Exclusive design integrates texture and color for a seamless look and feel
- The AllShare™ DLNA® networking allows you to feed content from other digital devices to your TV for you to enjoy on screen.

Specifications

Samsung LN40D630 40" LCD HDTV

- Display Area: 40"
- Display Type: LCD
- Resolution: 1920 x 1080
- Screen Refresh Rate: 120Hz
- Signal Compatibility: 1080p
- Condition: New
- Features: USB, PC Input
- Inputs: USB, Component Video, HDMI, PC Input, Digital Audio Out
- Outputs: 4
- HDMI Ports: 4



Ground Shipping Schedule

Want to Upgrade?
 For Just \$30.00 More You Can Upgrade To Samsung LN46D550 46" Class Widescreen LCD HDTV



Just **\$749.99**

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Samsung HT-BD8200 Blu-Ray Sound Bar

Sergio Gutierrez

From: Henrich, Peter [Peter.Henrich@bestbuy.com]
Sent: Wednesday, June 22, 2011 1:01 PM
To: Sergio Gutierrez
Subject: Your Best Buy For Business Quote - [224547160]

Hi Sergio,

Below is a quote for a 40inch unit and will fit on the stand I quoted. The stand will handle up to a 55inch unit.

Take a look and let me know if you have any questions.

Thanks,

Peter Henrich
Best Buy for Business
Account Manager
Northern California/Nevada Market
C- 916-243-9111
F- 952-430-3198
peter.henrich@bestbuy.com



Quotation Number: 224547160

Best Buy For Business
7601 Penn Avenue South
Richfield, MN 55422-3645

To: Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Info:
Requested Date: 06/22/11
Expiration Date: 07/06/11
Customer Number: 1285293
Customer PO#: N/A
Payment Type: TBD

From:
Peter.Henrich@bestbuy.com
Business Professional
Best Buy For Business
Phone: 916-243-9111
Fax: 9524303198

Dear Sergio Gutierrez,

Thank you for requesting the following quote from Best Buy For Business.

Sold To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Bill To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Ship To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

QTY	DESCRIPTION	ITEM#/MFR#	PRICE	EXT. PRICE
1	Samsung LN40D630 - 40" LCD TV Availability: In Stock Catalog: Business	BB11206012 14040 LN40D630M3FXZA	\$595.29	\$595.29
	Subject to an Electronic Recycling Act Fee		\$10.00	\$10.00

Notes:

Product Total:	\$595.29
Standard Delivery:	\$17.41
Electronic Recycling:	\$10.00
Est. Tax:	\$49.11
Quote Total:	\$671.81

If you have questions or require additional information, please contact me. If you would like to place this order online simply use this link:
<http://www.bestbuybusiness.com/bbfb/en/US/direct/bestbuy?cmd=QuoteDisplay&ShoppingCartKey=224547160>

Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.

Sincerely,
Peter Henrich
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Yes, I'd like to put some or all of my eligible items on layaway.

Item Arrival Method Quantity Total [\(View Breakdown\)](#) [\(Hide Breakdown\)](#)



[Samsung 32" Class LCD HDTV](#)

[with 720p resolution](#)
 Sold by Sears
 Item #05771072000 Mfr. Model
 #LN32D403E4DXZA

- Pick Up- FREE
 - Ship
- When will it arrive?** Shipping times vary by location. The anticipated arrival date is reflected on the shipping options page during checkout.

2
 Update
 \$699.98
 Price
 Breakdown
 Go to
 checkout
 to see sale
 price
 \$349.99
 x 2
 \$699.98
 Go to
 checkout
 to see sale
 price
 Remove

Installation & Services

None Selected

- SEARS Professional Installation Select for Price
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City

State AL

ZIP Code



Protection Agreement

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Samsung LN32D403 32-Inch 720p 60Hz LCD HDTV (Black)

by [Samsung](#)

[\(2 customer reviews\)](#) | [\(9\)](#)

List Price: ~~\$349.99~~

Price: Price available at final checkout. ([Find Out More](#))

This item qualifies for the TV Low Price Guarantee, Free Super Saver Shipping, and Free 30 Day TV Returns. [Details](#)

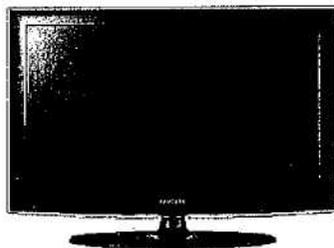
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Ships from and sold by [Amazon.com](#).

Want it delivered Friday, July 29? Order it in the next 23 hours and 45 minutes, and choose **One-Day Shipping** at checkout. [Details](#)

[8 new](#) [2 used](#) from \$306.99

Is this a gift? Please note that this item ships in its own packaging and cannot be gift-wrapped or concealed.



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Beach Camera
\$349.99 + Free Shipping

Target.com/ITC
[See price in cart](#)

10 used & new

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Sergio Gutierrez

From: Henrich, Peter [Peter.Henrich@bestbuy.com]
Sent: Wednesday, July 27, 2011 11:51 AM
To: Sergio Gutierrez
Subject: Your Best Buy For Business Quote - [224649524]

Peter Henrich
Best Buy for Business
Account Manager
Northern California/Nevada Market
C- 916-243-9111
F- 952-430-3198
peter.henrich@bestbuy.com



Quotation Number: 224649524

Best Buy For Business
7601 Penn Avenue South
Richfield, MN 55422-3645

To: Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Info:
Requested Date: 07/27/11
Expiration Date: 08/10/11
Customer Number: 1285293
Customer PO#: N/A
Payment Type: TBD

From:
Peter.Henrich@bestbuy.com
Business Professional
Best Buy For Business
Phone: 916-243-9111
Fax: 9524303198

Dear Sergio Gutierrez,

Thank you for requesting the following quote from Best Buy For Business.

Sold To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

Bill To:
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10 ABBEY ST
WINTERS, CA 95694

Ship To:
Sergio Gutierrez
Winters Police and Fire Department
10 ABBEY ST
WINTERS, CA 95694

QTY	DESCRIPTION	ITEM#/MFR#	PRICE	EXT. PRICE
2	Samsung LN32D403 - 32" Class (.31.5" viewable) LCD TV Availability: In Stock Catalog: Business	BB11283131 14040 LN32D403E2DXZA	\$328.99	\$657.98
	Subject to an Electronic Recycling Act Fee		\$8.00	\$16.00

Notes:

Product Total:	\$657.98
Standard Delivery:	\$21.82
Electronic Recycling:	\$16.00
Est. Tax:	\$47.70
Quote Total:	\$743.50

If you have questions or require additional information, please contact me. If you would like to place this order online simply use this link:
<http://www.bestbuybusiness.com/bbfb/en/US/direct/bestbuy?cmd=QuoteDisplay&ShoppingCartKey=224649524>

Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.

Sincerely,
Peter Henrich
Best Buy For Business
www.bestbuybusiness.com

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Samsung 32" Class LCD 720p 60Hz HDTV, LN32D403

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\$328.00

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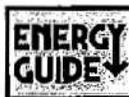
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Price may vary

Check store availability for this product.



Item Description

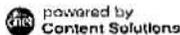
Watch movies, check out videos, view pictures and more on a 32" LCD screen -- the Samsung LN32D403 LCD TV makes it happen. Samsung's ConnectShare JPEG allows you to easily connect your MP3 player or digital camera to your TV and share music and photos. Simply connect your digital devices and enjoy.

Note: You must have a source of HD programming in order to take full advantage of the Samsung 32" HDTV. Contact your local cable or satellite TV provider for details on how to upgrade.

Samsung 32" Class LCD 720p 60Hz HDTV, LN32D403:

- 16:9 LCD panel
With a 1366 x 768 resolution
- 32" class screen size
31.5" screen measured diagonally from corner to corner
- Built-in digital tuner
Watch digital broadcasts, including HDTV programs where available
- 20,000:1 dynamic contrast ratio
- HDMI Inputs: 2
Enjoy a superior HD experience with HDMI one cable solution
- SRS TruSurround HD
Crisp, clear digital-quality sound
- ConnectShare JPEG
Easily connects your MP3 player or digital camera to your HDTV

Specifications



Display

Progressive Scan:	Progressive scanning (line doubling)
Display Menu Language:	English, French, Spanish
Additional Features:	Auto power off, on-screen menu, DNIe+, Wide Color Enhancer, game mode, ConnectShare Movie
Diagonal Size:	32" Class (31.5" viewable) - widescreen
Display Format:	720p
Resolution:	1366 x 768

Video Features

HDTV Ready: Yes

Remote Control

Type: Remote control - infrared

Audio System

Sound Output Mode:	Stereo
Surround Mode:	Yes
Sound Effects:	SRS TheaterSound HD
Output Power / Total:	10 Watt
Additional Features:	Down-firing Speaker, Auto Volume Leveler II (AVL)
Speaker(s):	2 x right/left channel speaker - built-in - 5 Watt

Connections

Connector Type: 2 x HDMI input (19 pin HDMI Type A) ; 1 x USB 2.0 (4 pin USB Type A) ; 1 x digital audio output (optical) (TOSLINK) ; 1 x composite video / component video input (RCA phono x 3) ; 1 x audio line-in (RCA phono x 2)

Power

Power Device: Power supply - internal
Power Consumption Stand by / Sleep: 1 Watt

Dimensions & Weight (Shipping)

Width (Shipping): 36.6 in
Depth (Shipping): 6.1 in
Height (Shipping): 22.2 in
Weight (Shipping): 23.8 lbs

General

Product Type: 32" Class (31.5" viewable) LCD TV
Width: 30.9 in
Depth: 4.1 in
Height: 19.8 in
Weight: 17 lbs
Series: 4 Series
HDCP Compatible: Yes
Digital Television Certification: HDTV

Dimensions & Weight Details

Dimensions & Weight Details: Panel without stand - 30.9 in x 4.1 in x 19.8 in x 17 lbs ;
Panel with stand - 30.9 in x 7.2 in x 21.3 in x 19.2 lbs

Digital TV Tuner

Digital TV Tuner: ATSC, QAM

More Information

Model No.: LN32D403
Shipping Weight (In pounds): 23.8
Product in Inches (L x W x H): 30.9 x 7.2 x 21.4
Assembled in Country of Origin: USA and/or Imported
Origin of Components: USA and/or Imported
Walmart No.: 007221042

Pricing Policy**About Our Prices**

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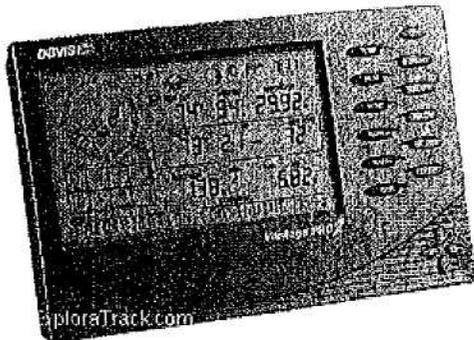
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6152C Davis Instruments Cabled Vantage Pro2 with Standard Radiation Shield

from Davis Instruments



Item Number: WC-D0075
Model Number: 6152C
Dimensions: Console: 10" x 6" x 1.5"
Unit Weight: 12.5 lbs.
Availability: In Stock
List Price: \$495.00
Our Price: **\$445.00**
You Save: \$50.00

Qty: 1

BUY NOW!



This Item is Eligible for FREE Super Saver Shipping!

Click here for more information.



Sensor and/or Accessory Information Available.

Click here for more information.

This item cannot be shipped to PO Boxes

Davis Instruments 6152C Cabled Vantage Pro2 with Standard Radiation Shield has all the reliable features of the original Vantage Pro but incorporates many additional improvements!

The Vantage Pro2 is now enhanced with a bubble level on the rain collector to help make installation easier and more accurate, an improved anemometer base for easier cable routing and to avoid damaging the cable, stronger wind cups and factory calibrated wind direction.

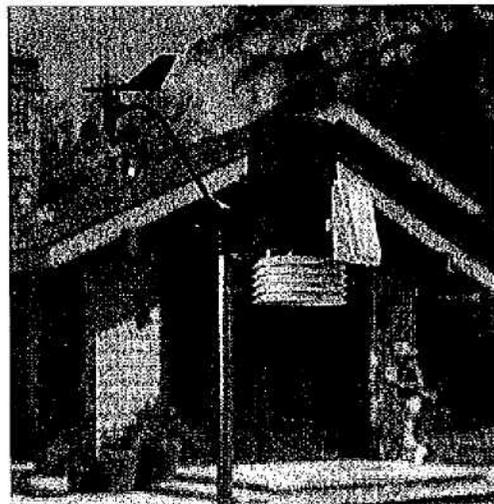
This cabled Vantage Pro2 weather station is an upgraded version of the original Vantage Pro system. It includes 100 feet of cable running from the integrated sensor suite to the console.

The system consists of a console unit and an innovative integrated sensor suite that includes a rain collector with self-emptying bucket, temperature and humidity sensors and an anemometer. The sensor suite is housed inside a standard radiation shield, protecting the sensors against solar radiation and additional sources of reflected and/or radiated heat. The passive shielding reduces outside solar radiation temperature errors.

The cabled weather station uses a 4-conductor, 26AWG cable. The anemometer is detachable from the sensor suite for increased flexibility and 40 feet of additional cable is included for the relocation process.

The cabled Vantage Pro2 weather station includes a solar-powered sensor array and has features such as on-screen graphing, forecasting using easy-to-read icons (sunny, cloudy, rain, snow), barometric pressure readings, inside temperature, dew point, humidity information, time and date, and much more!

This cabled weather station is an affordable system perfect for the amateur weather hobbyist or aspiring weather professionals!



Features:

- Provides accurate weather data in a sophisticated yet easy-to-read format
- Stylish LCD console provides continual updated weather information
- Cabled weather station is easy to install
- Weather information includes inside/outside temperature, rainfall amount, humidity levels, wind speed, wind direction and wind chill factor
- Additional weather information includes barometric pressure, heat index, dew point, time of sunrise and sunset, forecasting icons and much more
- Rain collector is self-emptying tipping bucket reading rainfall in 0.01-inch increments
- Bubble level mounted on the base inside the rain collector cone makes installation easier and more accurate
- Standard radiation shield protects sensors from harmful reflected or radiated heat
- Integrated sensor suite includes detachable anemometer with 40 feet of additional cable
- Sensor suite is powered by solar energy with backup battery life span of 1 to 2 years
- Weather station includes 100 feet of 4- conductor 26AWG cable plus extra anemometer cable
- Anemometer base has been redesigned for easier cable routing to avoid damaging the cable
- Enhanced stronger wind cups are wind-tunnel tested to 180 mph
- Davis continues to calibrate the wind direction to be accurate when the anemometer arm is pointed true north. If you need to point the anemometer arm in another direction you will need to re-calibrate the wind direction using the Vantage Pro2 console
- Console powered by AC adapter with 3 "C" backup batteries (not included)
- All mounting hardware is included
- Optional mounting pole and tripod are available
- For additional technical specifications click [here](#)
- One-year manufacturer warranty
- Detailed instruction manual included and technical support available

NOTE: Most original Vantage Pro accessories are not compatible with Vantage Pro2 systems.

**This unit has an add- on Solar Radiation
Sensor and UV Spectrum Sensor available:**



6450 Solar
Radiation
Sensor



6490 UV
Spectrum
Sensor



Sensor
Mounting Shelf

**This unit is compatible with the
Mounting Tripod and Mounting
Pole Kit**

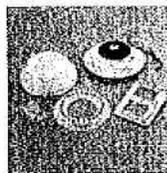


Mounting
Tripod



Mounting
Pole Kit

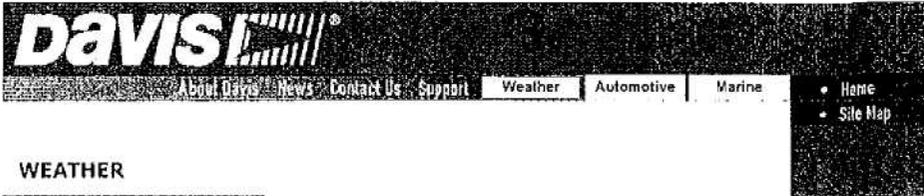
This unit is compatible with these accessories:



7747 Daytime Fan-Aspirated



7720 Rain Collector



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Cabled Vantage Pro2™ with Standard Radiation Shield

A cabled weather station with a versatile sensor suite that combines our rain collector, temperature and humidity sensors and anemometer into one package. You can customize your Vantage Pro2 by adding consoles or the special-purpose options. Available in both wireless and cabled versions.

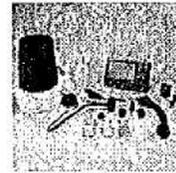
Includes Vantage Pro2 console, integrated sensor suite, mounting hardware, and AC-power adapter. Integrated sensor suite includes rain collector, temperature and humidity sensors, anemometer, and 40' (12 m) anemometer cable. A 100' (30 m) cable connects the sensor suite to the console.

Don't forget to add a #07717 Mounting Pole or #07716 Mounting Tripod with your station purchase!

Temperature and humidity sensors are enclosed in our standard radiation shield.

Available in three versions:

- **US (United States):** Some products do not include all features listed.
 - **Units of Measure:** Data is reported in US standard units.
 - **Data Transmission:** For products that use wireless radio data transmission, US version uses US radio frequency from 902 to 928 MHz. If product transmits data via cellular connection, the included SIM is for use in the USA only and requires a US Service Plan.
 - **Rain Data:** For products that report rain data, the rain collector is calibrated to 0.01 inch.
 - **Electrical Power Supply:** Units shipped with an electrical power supply will have a US power adapter.
- **UK (United Kingdom):** Some products do not include all features listed. Not available for use/purchase within the USA.
 - **Units of Measure:** Data is reported in Metric units.
 - **Data Transmission:** For products that use wireless radio data transmission, UK version uses UK radio frequency 868 MHz. If product transmits data via cellular connection, the included SIM is not for use in the USA and may be restricted to specific countries.
 - **Rain Data:** For products that report rain data, the rain collector is calibrated to 0.2mm.
 - **Electrical Power Supply:** Units shipped with an electrical power supply will have a UK power adapter.
- **EU (Europe):** Some products do not include all features listed. Not available for use/purchase within the USA.
 - **Units of Measure:** Data is reported in Metric units.
 - **Data Transmission:** For products that use wireless radio data transmission, EU version uses EU radio frequency 868 MHz. If product transmits data via cellular connection, the included SIM is not for use in the USA and may be restricted to specific countries.
 - **Rain Data:** For products that report rain data, the rain collector is calibrated to 0.2mm
 - **Electrical Power Supply:** Units shipped with an electrical power supply will have a Euro power adapter.



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Price: **\$495.00**
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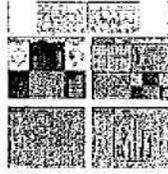
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Radiation Shield Kit

Heater

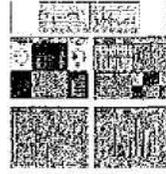


WeatherLinkIP



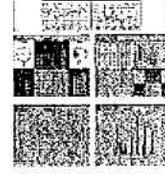
6510SER

WeatherLink for Vantage Pro2: Windows, Serial



6510USB

WeatherLink for Vantage Pro2, Windows, USB



6520

WeatherLink for Vantage Pro2, Mac OS X

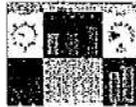
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Cannon Beach, OR 97110

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Barometric pressure accuracy		±0.03" Hg (1.0 mbar)
RH range	outside	0 to 100%
RH accuracy	outside	±3%
RH range	inside	10 to 90%
Dew point range		-105 to 130°F (-76 to 54°C)
Dew point accuracy		±3°F (1.5°C)
Temp accuracy	outside	1°F (0.5°C)
	inside	1°F (0.5°C)
Wind direction range		0 to 360°
Wind direction accuracy		±3°F (1.5°C)
Temp range	inside	32 to 140°F (0 to 60°C)
RH accuracy	inside	±5%
Temp range	outside	-40 to 150 °F (-40 to 65°C)
Wind speed accuracy		±5%
Wind chill range		-110 to 130°F (-79 to 54°C)
Time accuracy		8 sec/month
Rain fall range		0 to 99.99"
Rain fall accuracy		±4%
Power		110 VAC
Dimensions		Display console: 9 1/2"W x 6"H x 1 1/2"D Sensor assembly: 8 1/4"W x 7 1/4"H x 7 3/4"D
Time range		24 hours (12 or 24 hour format)
Wind chill accuracy		±2°F (1°C)
Wind speed range		2 to 150 mph; 2 to 130 knots; 1 to 67 m/s; 3 to 241 km/hr
Display		multi-data LCD
Compass range		16 compass points
Model		6152

- Software (with data logging feature) for Vantage Pro 2, Serial
In stock.
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- Literature**
- [V76 Davis Sourcebook](#)
- [V75 Davis Sourcebook](#)

Technical Appendix

[VP2 Quick Ref Guide Rev A.pdf](#)

Do you have questions about this product?

Get answers from real customers and our experts in our AnswerBox.
11 Questions | 74 Answers

Q: Have a Vantage Pro 2 wireless weather station. I am getting wind speed and barometer readings, but temperature and humidity readings have gone blank... unit is about three years old. Any idea what the problem might be?

Asked on 7/4/2011 by Lee from Cream Ridge, NJ

1 answer Know the answer? [Answer this question](#)

STAFF EXPERT

A: Both the temperature sensor and the humidity sensor are located under the cones of the diffuser. It is possible that a spider or wasp built something there that is blocking the sensors; it is also possible to be having the same problem with both cables such as corrosion of the contacts due to water intrusion. Clean the contacts on both ends of both cables with a pencil eraser, then reconnect. Another possibility is the ISS battery could be failing, try replacing it. If these attempts fail, you probably will need to contact the Service department.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: August 2, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Sergio Gutierrez, Lieutenant
SUBJECT: 2010 Annual Police Staff Report

INFORMATION REPORT:

This 2010 Annual Police Staff Report is intended to information only about Police Department operations. No action is requested.

BACKGROUND:

This 2010 Annual Police Staff Report and presentation is intended to bring the City Council up to date with many of the trends in crime, types of arrests, calls for service, traffic enforcement, and police and community based events from 2010.

Information contained in this report was compiled by CSO Gail Jimenez who collected data and compiled it into two reports. One report is identified as a 2010 Annual Report and the other as a 2010 Staff Report. The two were consolidated into a presentation for City Council.

As a brief summary for 2010, we strive to identify common trends from data obtained through police records. These trends showed that property crimes, vandalisms, thefts, burglaries, etc., continue to be the highest types of crimes in the city. Crimes against persons, assaults, sexual assaults, aggravated assaults, were much lower than our property crime rates. These crime statistics are based on cases actually reported to the Department. Unfortunately, victims of crime do not always call the police when a crime has occurred. These unreported crimes skew the actual number of crimes occurring in the community. This under reporting is usually due to fear of retaliation or persecution, victims too busy, the incident was considered unimportant to report or language barriers.

Police administration also analyzes these statistics to evaluate crime trends and

patterns that affect the community. For example, increases or decreases of reported crime could be caused by the downturn in the economy, increase or decrease in population, staffing levels of police officers, number of prisoners released from jails or a number of other factors.

During 2010 Winters Police officers and CSO Jimenez have represented the department in several community-based events that involved a collaboration of several other law enforcement agencies. Some of these events included the Yolo County Fraud Awareness Fair hosted in West Sacramento, the Amgen Race in Winters, Picnic Day in Davis, Almond Festival in Esparto, and National Night Out in Winters.

Community Services Officer Jimenez wears many hats in the department. She has coordinated many of events with officers and prepared presentations when needed at schools and other community based events. She also is assigned to the Records Division where she assists our Record Manager Karla Ferguson. CSO Jimenez is in charge of the Property and Evidence Room where she assumes a vital role within the organization by preserves the integrity of evidence involving police investigations. CSO Jimenez is the department's Crime Prevention Coordinator and has published articles and safety tips for the public on department's website and Facebook in addition to participating at crime prevention events. She has been an invaluable asset to the department because of her many technical skills.

After the retirement of Sgt Terry VanHouten, the police department made some transitions in police management and filled a vacant police officer position. We added Officer Justin Wilson as a new member to the organization in April. In May, Sergio Gutierrez was promoted from sergeant to lieutenant and Jose Ramirez was appointed to acting corporal in September and held the position until he was promoted to a permanent corporal position in January 2011. Corporal Ramirez was also selected as Officer of the Year by the department and was the MADD Award recipient for the fifth time.

Our staff has operated with limited resources for many years and has made efforts to operate with less. Our goal has always been to provide a service to the community through enforcement, investigations, and education to help make the City of Winters a safe and special town to live.

FISCAL IMPACTS:
None.

Attachments:

Winters Police Department



Staff Report

Prepared by Gail Jimenez
2010

Table of Content

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PAGE 11	GRAPHICAL SUMMARY OF CLEARED PART ONE CRIMES
PAGE 12	GRAPHICAL COMPARISON OF PART ONE CRIME CASES VERSUS CLEARANCE

REPORT SUMMARY

The following is a month -by-month report of statistics for an entire year. The statistics were compiled from January 1, 2010 to December 31, 2010. "Quick Summary of Arrests", "Charge information", and "part one crime information" were gathered from the Uniform Crime Reporting (UCR) statistics for the year 2010. All other information was gathered utilizing the monthly arrest binder for the year 2010.

During this year, the police department made **186 arrests** (based on UCR statistics). The arrests were mainly a combination of "Warrant" arrests and "Fresh charges" arrests.

CHARGE INFORMATION:

OUT OF THE TOTAL NUMBER OF ARRESTS THERE WERE

- 44 D.U.I. ARRESTS
- 12 H&S ARRESTS
- 12 DRUNK IN PUBLIC ARRESTS
- 3 VANDALISM ARRESTS
- 3 CRIMINAL THREATS ARRESTS
- 0 ASSAULT WITH A DEADLY WEAPON ARREST
- 75 PEOPLE WERE CHARGED WITH BEING AN UNLICENSED DRIVER (12500 VC AND/OR 14601 VC)

PART ONE CRIME INFORMATION:

OUT OF 184 PART ONE CRIMES THERE WERE

- 3 AGGRAVATED ASSAULTS
- 26 SIMPLE ASSAULTS
- 51 BURGLARIES
- 90 LARCENIES/ THEFTS
- 12 MOTOR VEHICLE THEFTS
- 0 ARSON REPORT
- 33 CASES OF DOMESTIC VIOLENCE

FORMATTING:

- 0 REFERS TO NO CONTRIBUTIONS BY A GIVEN CATEGORY.
- BLANK AREAS REFER TO NO INFORMATION AVAILABLE.
- FOR THE PURPOSE OF THIS REPORT PART 1 CRIME WILL INCLUDE SIMPLE ASSAULTS.

ARRESTS BY MONTH

<i>MONTH</i>	<i>ASSISTED BOOKINGS</i>	<i>ON-VIEW</i>	<i>WARRANT</i>	<i>D.A. LETTER</i>	<i>TOTAL ARRESTS</i>
JANUARY	0	11	2	0	13
FEBRUARY	4	13	1	0	14
MARCH	0	13	4	0	17
APRIL	0	11	2	3	16
MAY	4	17	4	2	23
JUNE	1	14	2	3	19
JULY	0	16	5	0	21
AUGUST	0	14	8	0	22
SEPTEMBER	0	6	3	0	9
OCTOBER	1	6	4	0	10
NOVEMBER	1	3	5	0	8
DECEMBER	1	9	5	0	14
TOTAL FOR THE YEAR		133	45	8	186

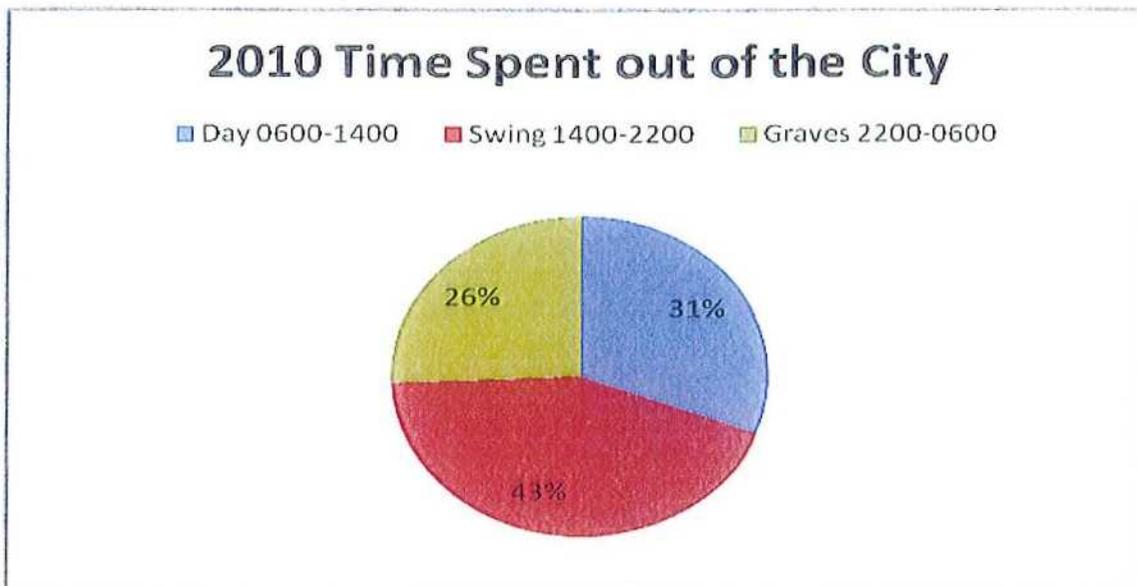
TYPES OF ARRESTS BY MONTH

<i>MONTH</i>	<i>ADULT FELONIES</i>	<i>ADULT MISDEMEANORS</i>	<i>JUVENILE FELONIES</i>	<i>JUVENILE MISDEMEANORS</i>
JANUARY	2	11	0	0
FEBRUARY	3	6	0	5
MARCH	2	10	4	1
APRIL	4	8	0	4
MAY	4	16	0	3
JUNE	5	8	4	2
JULY	5	12	1	3
AUGUST	5	12	2	3
SEPTEMBER	1	7	0	1
OCTOBER	2	5	2	1
NOVEMBER	3	5	0	0
DECEMBER	3	6	3	2
TOTAL FOR THE YEAR	39	106	16	25

DISPOSITION OF ARRESTS
BY MONTH

<i>MONTH</i>	<i>SUBJECTS BOOKED IN COUNTY JAIL</i>	<i>SUBJECTS RELEASED PER 849 B</i>	<i>JUVENILES BOOKED, COUNTY PROBATION, JUVENILE HALL</i>	<i>SUBJECTS RELEASED ON N.T.A, P.T.A, TO PARENT OR GUARDIAN</i>	<i>SUBJECTS RELEASED PER D.A. LETTER</i>
JANUARY	6	0	0	7	0
FEBRUARY	3	0	0	11	0
MARCH	7	0	1	9	0
APRIL	6	0	0	7	3
MAY	10	0	0	11	2
JUNE	6	0	0	10	3
JULY	9	0	0	12	0
AUGUST	11	0	1	10	0
SEPTEMBER	5	0	0	4	0
OCTOBER	4	1	1	4	0
NOVEMBER	6	0	0	2	0
DECEMBER	6	1	0	7	0
TOTAL FOR THE YEAR	79	2	3	94	8

CITY COVERAGE



Officers frequently have to leave the city limits in order to transport prisoners to the County Jail, juveniles to Juvenile Hall, and clients to hospitals. If there is only one Officer on duty, then the city is considered uncovered. Calls are handled by a Sheriff Deputy, if there is one available, or held until the Officer returns to the city. In 2010 Officers spent a total of 40 hours and 4 minutes out of the city. Most of that time was during swing shift, between 2:00 pm and 10:00 pm.

RESERVE OFFICER HOURS

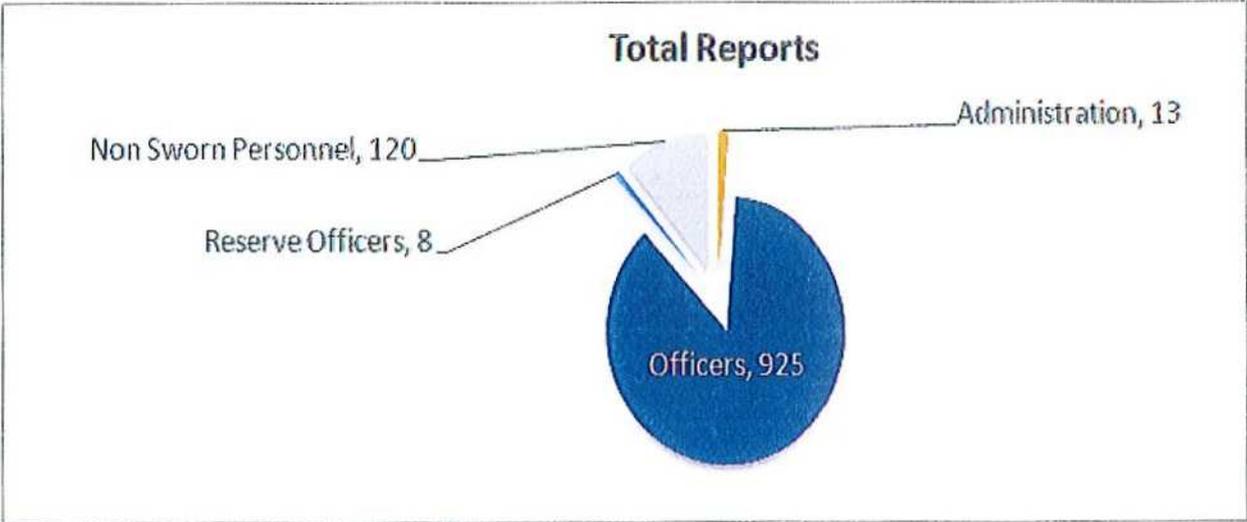
Reserve Officers assist Patrol Officers during special events, increased enforcement events, and during normal patrol hours. Winters currently has two Reserve Officers. In 2010 Officer Munoz and Officer Hurtado worked a total of 332 hours.

LOG INFORMATION

938 People came to the front counter of the Police Department
Dispatch took 7,459 calls for service
132 Subpoenas were issued
151 Warrants were processed

REPORTS BY MONTH

<i>MONTH</i>	<i>TOTAL REPORTS</i>
JANUARY	92
FEBRUARY	84
MARCH	94
APRIL	77
MAY	114
JUNE	88
JULY	98
AUGUST	101
SEPTEMBER	82
OCTOBER	82
NOVEMBER	79
DECEMBER	75
TOTAL FOR THE YEAR	1066

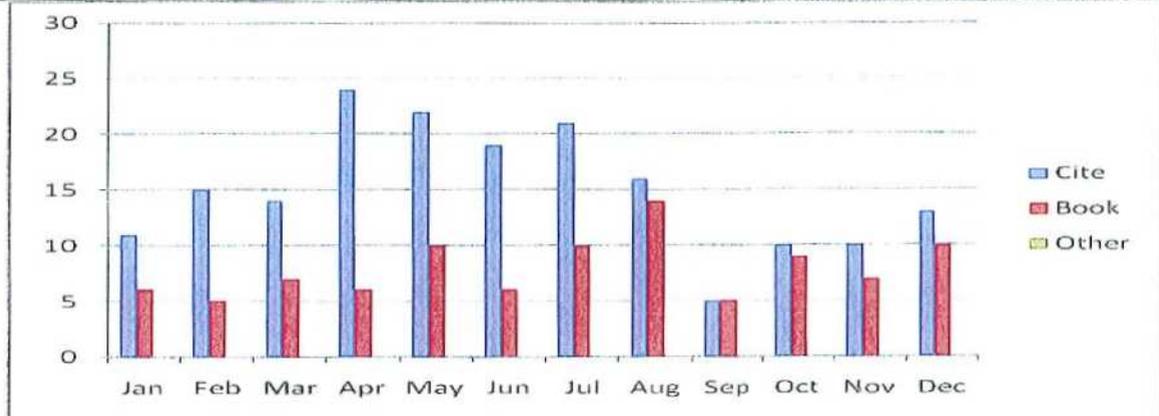


CITATIONS BY MONTH

<i>MONTH</i>	<i>MOVING CITATION</i>	<i>NON- MOVING CITATION</i>	<i>PARKING CITATIONS</i>	<i>WARNING CITATIONS</i>	<i>TOTAL CITATIONS</i>
JANUARY	26	10	0	15	51
FEBRUARY	26	14	1	9	50
MARCH	21	14	2	6	43
APRIL	49	14	3	27	93
MAY	51	16	4	11	82
JUNE	15	7	1	24	47
JULY	34	8	1	45	88
AUGUST	39	16	1	20	76
SEPTEMBER	23	6	1	17	47
OCTOBER	39	7	1	8	55
NOVEMBER	20	5	2	8	35
DECEMBER	28	10	1	10	49
TOTAL FOR THE YEAR	371	127	18	200	716

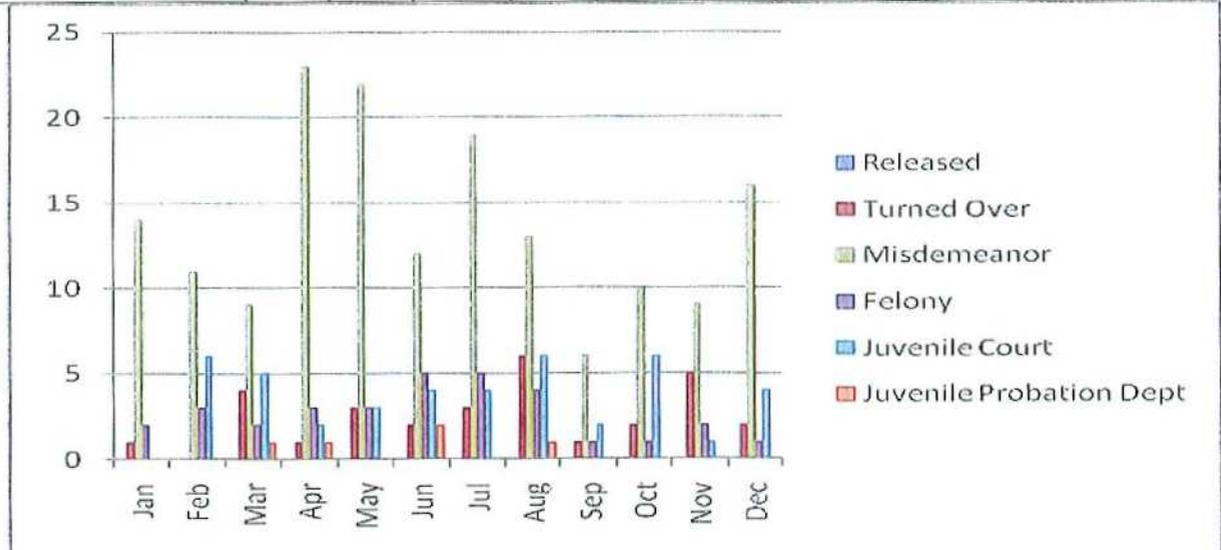
ARREST STATUS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CITE	11	15	14	24	22	19	21	16	5	10	10	13
BOOK	6	5	7	6	10	6	10	14	5	9	7	10
OTHER	0	0	0	0	0	0	0	0	0	0	0	0

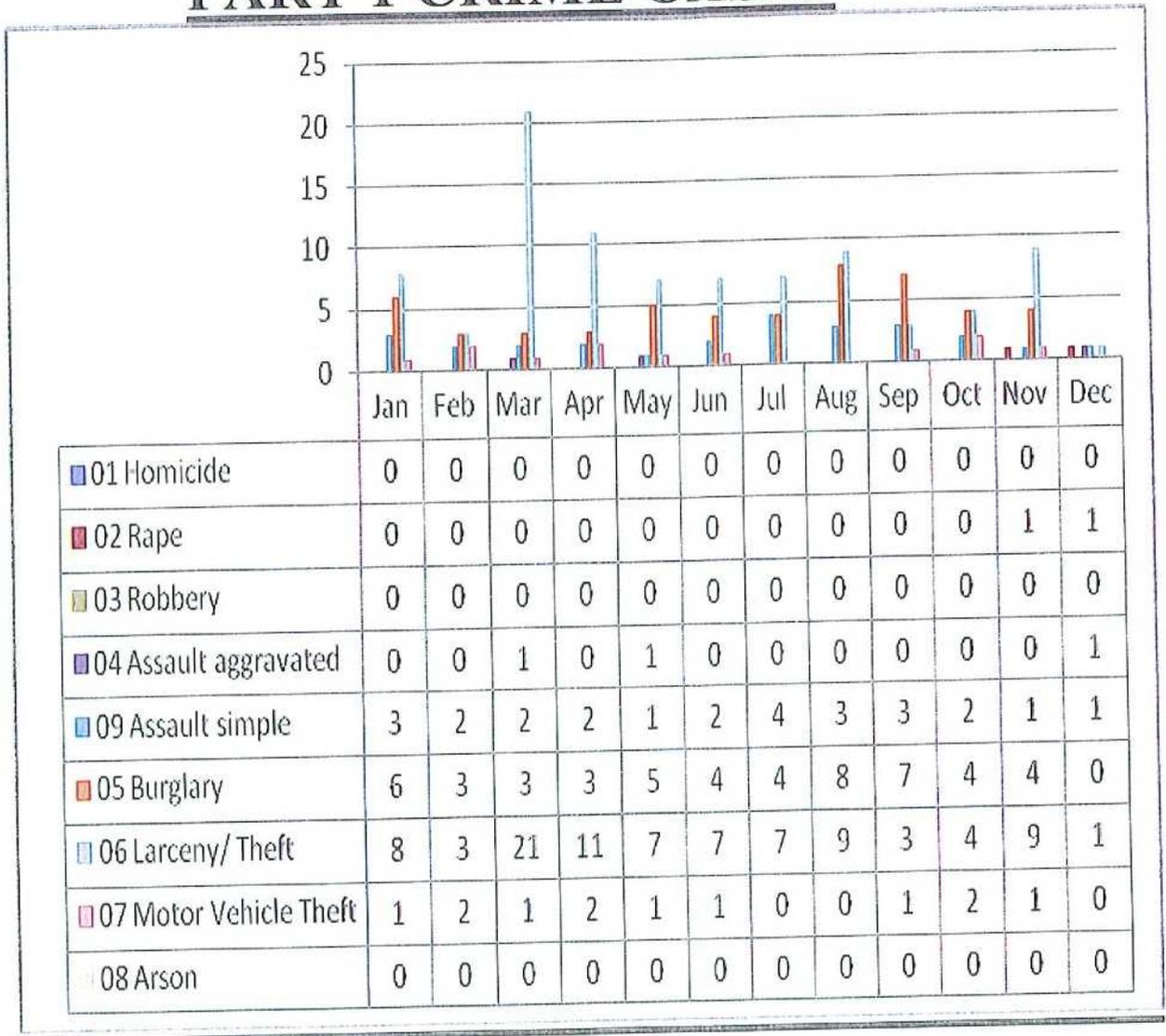


LAW ENFORCEMENT DISPOSITION

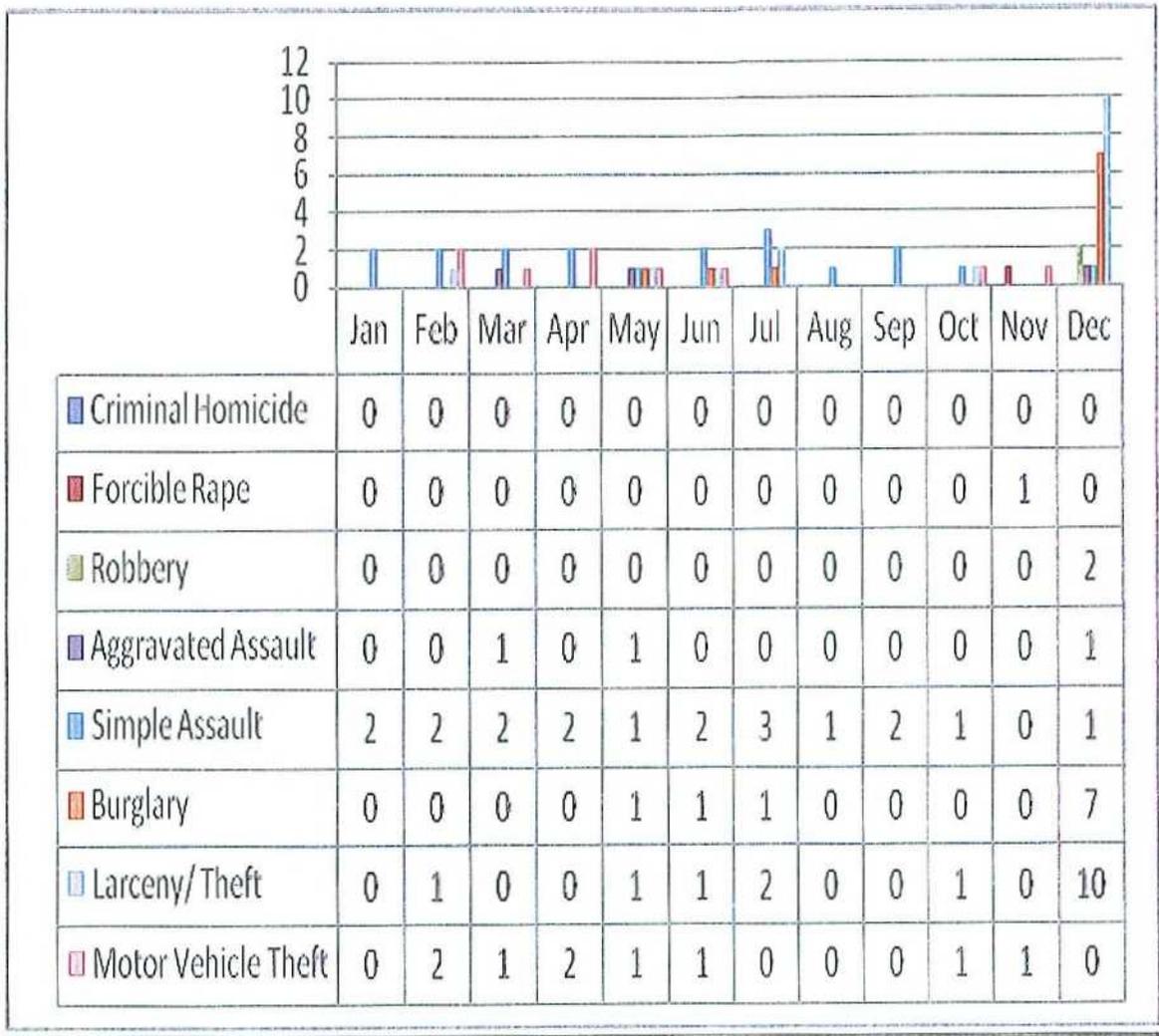
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
RELEASED	0	0	0	0	0	0	0	0	0	0	0	0
TURNED OVER	1	0	4	1	3	2	3	6	1	2	5	2
MISDEMEANOR	14	11	9	23	22	12	19	13	6	10	9	16
FELONY	2	3	2	3	3	5	5	4	1	1	2	1
JUVENILE COURT	0	6	5	2	3	4	4	6	2	6	1	4
JUVENILE PROBATION DEPT	0	0	1	1	0	2	0	1	0	0	0	0



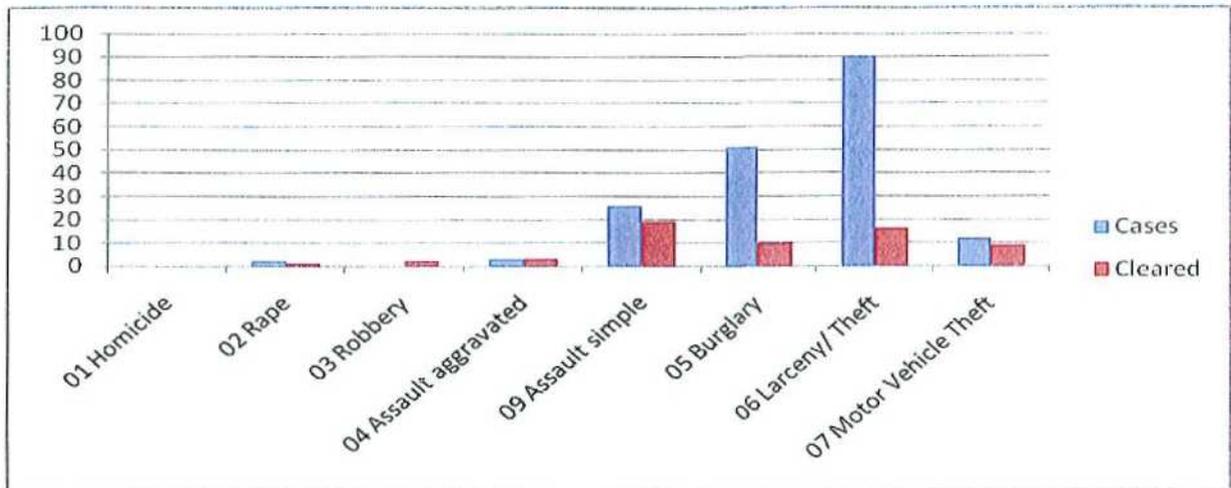
PART 1 CRIME CASES



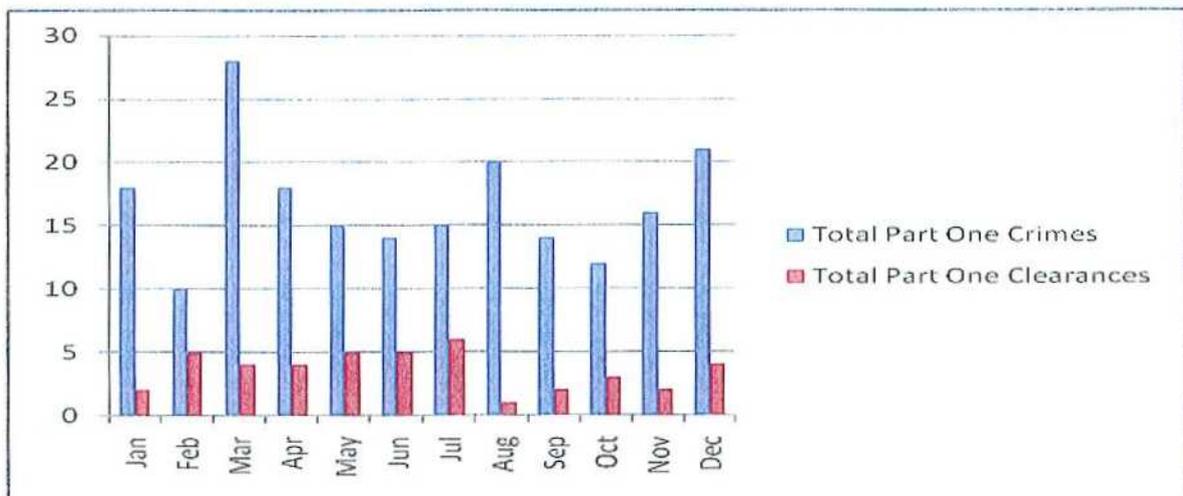
PART 1 CRIME CLEARANCES



PART 1 CRIME CRIMES VS. CLEARANCE



AS SHOWN IN THE GRAPH ABOVE, THE NUMBER OF CASES OF PART ONE CRIME IS LARGER THEN THE NUMBER OF CLEARANCES.





2
0
1
0

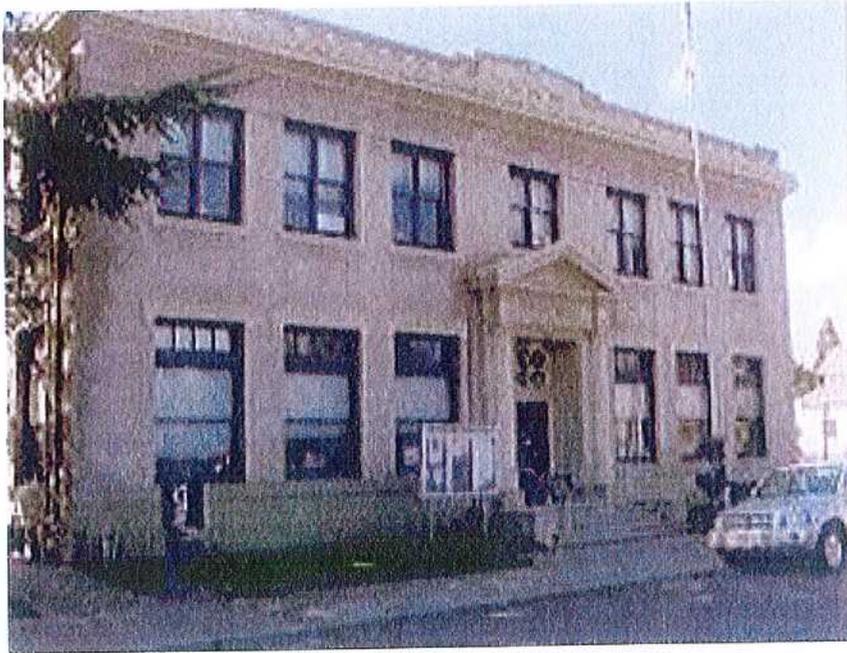
ANNUAL REPORT

WINTERS POLICE
DEPARTMENT

2010 WINTERS POLICE DEPARTMENT CONTENTS

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2010 WINTERS POLICE DEPARTMENT CITY OF WINTERS



CITY OF WINTERS

- Year Incorporated 1875
- Located 30 miles west of Sacramento
 - Population 7,000
- General Law City with Council– Manager form of government

2010 WINTERS POLICE DEPARTMENT CHIEF'S MESSAGE



The Winters Police Department operates from a service orientation philosophy in addressing community concerns and maximizing safety.

The members of the department strive to provide the highest levels of police services to all residents of our community. Community partnerships are essential in helping make Winters a safe place to live.

It is only by working together that we can truly provide a safe environment to raise our families.

Mission Statement

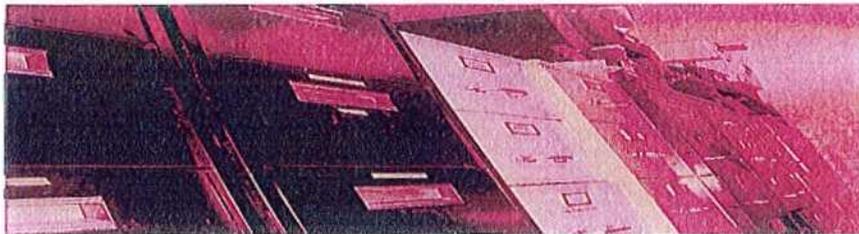
Dedicated to protecting the lives and property of our citizens. Our goal is to ensure the safety of every person and to serve the public with professionalism and courtesy. To accomplish this, we are committed to excellence and will not accept anything less.

We shall diligently pursue every investigation until every possible lead has been exhausted. We take pride in serving our community and preserving the community's social morals and values.

2010 WINTERS POLICE DEPARTMENT ADMINISTRATION

2010 presented an exciting step forward in our efforts toward filling vacant positions. We were able to fill one vacancy for police officer. The officer vacancies occurred for a variety of reasons:

- Carry over vacancy from the prior year.
- Officer turn over
- Budgetary considerations



Records Division

Records and Information System Manager Karla Ferguson guided the department to a one number system. This system ensures that one case number is associated with all subsequent paperwork and proceedings

The records division is now responsible for traffic subpoenas and all filings, motions, and notifications associated with them.

2010 WINTERS POLICE DEPARTMENT OPERATIONS

WINTER POLICE DEPARTMENT

- Full– service municipal law enforcement agency
- Chief of Police, 1 Lieutenant, 6 sworn officers, 2 reserve officers, and 3 civilian support personnel
- Organizational components of Administration & Operations Support, Field Operations & Investigations
- Patrol area of approximately 2 square miles divided into four beats

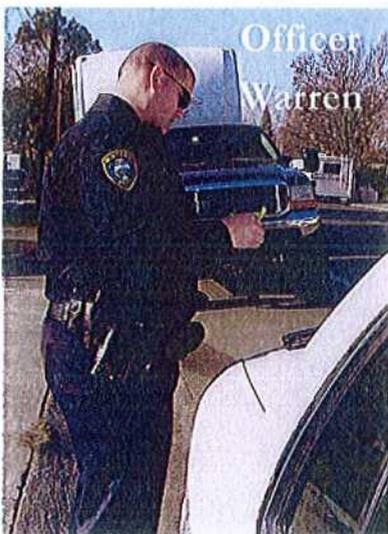
The Winters Police Department is proud to introduce Officer Justin Wilson. Officer Wilson is a graduate of the Napa Valley Justice Training Center Police Academy.



2010 WINTERS POLICE DEPARTMENT TECHNOLOGY

Conductive Energy Weapon

Officers assigned to the Patrol Division are issued conductive energy weapons (CEWs). The CEW temporarily immobilizes an individual by causing their muscles to spasm. Prior to issue, Winters Police Officers are required to complete extensive training. The course instructor, Officer Warren, has completed a certified 16 hour course presented by Taser International.

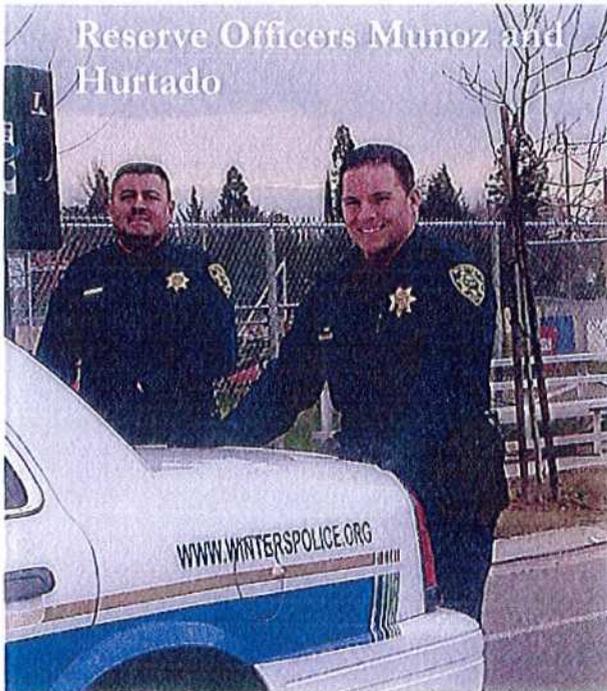


CALPhoto

The Winters Police Department worked with Information Technology specialists to connect to CAL Photo onto individual department computers. CAL Photo is a program featuring drivers license information, pictures, and thumb prints of citizens. It also features mug shots of people who have been arrested. The project was lead by Records and Information Systems Manager Karla Ferguson

2010 WINTERS POLICE DEPARTMENT RESERVE OFFICER PROGRAM

The Winters Police Department has incorporated a healthy reserve program for over 20 years. Past Reserves Officers Tony Martin, Jim Hensley, Richard Wilson, Tony Bruce, and Jeff Green are some of the officers who have volunteered their time to serve their community. Some Reserves like Sergio Gutierrez Jose Ramirez, and Matt Martin went on to become full time Officers.



Currently, the Department has two Reserve Officers:

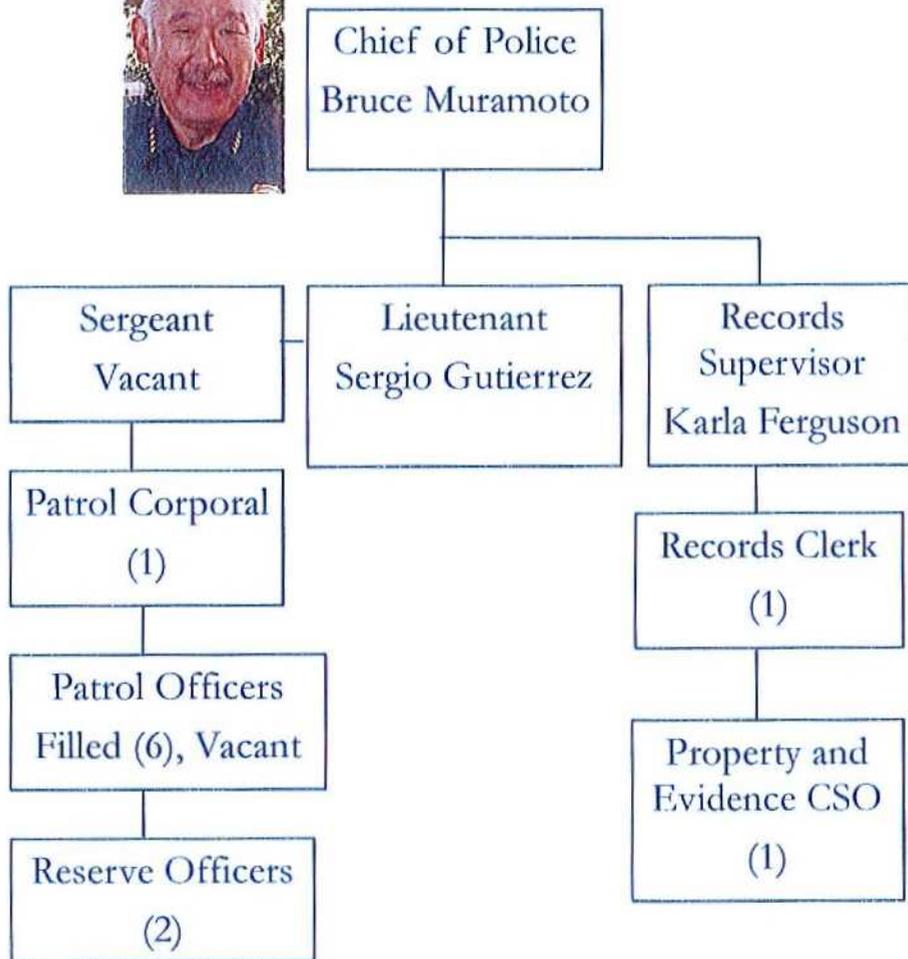
Jose Munoz and Anthony Hurtado

Reserve Officers Munoz and Hurtado worked a total of 332 hours in 2010.

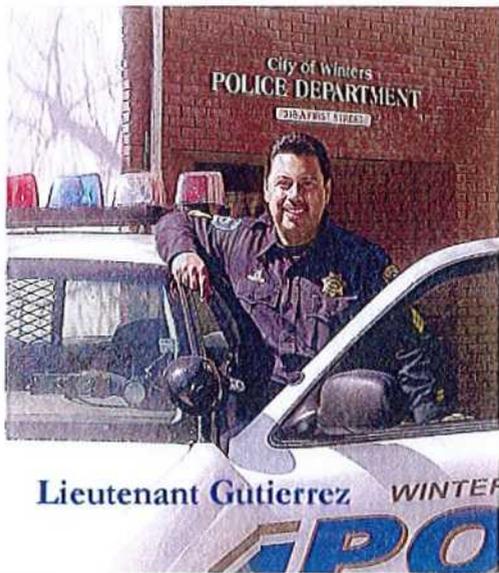
2010 WINTERS POLICE DEPARTMENT EMPLOYEE ROSTER

NAME	ASSIGNMENT
Bruce Muramoto	Chief of Police
Sergio Gutierrez	Lieutenant
Jose Ramirez	Corporal
Albert Ramos	Patrol Officer
Creighton Urquhart	Patrol Officer
Jeremy Warren	Patrol Officer
Todd Barnett	Patrol Officer
Matthew Martin	Patrol Officer
Justin Wilson	Patrol Officer
Jose Munoz	Reserve Officer
Anthony Hurtado	Reserve Officer
Karla Ferguson	Records and Information Systems Manager
Gail Jimenez	Community Service Officer
Deanna Isenhower	Records Clerk

2010 WINTERS POLICE DEPARTMENT ORGANIZATION CHART



2010 WINTERS POLICE DEPARTMENT ENFORCEMENT PROJECTS



Lieutenant Gutierrez

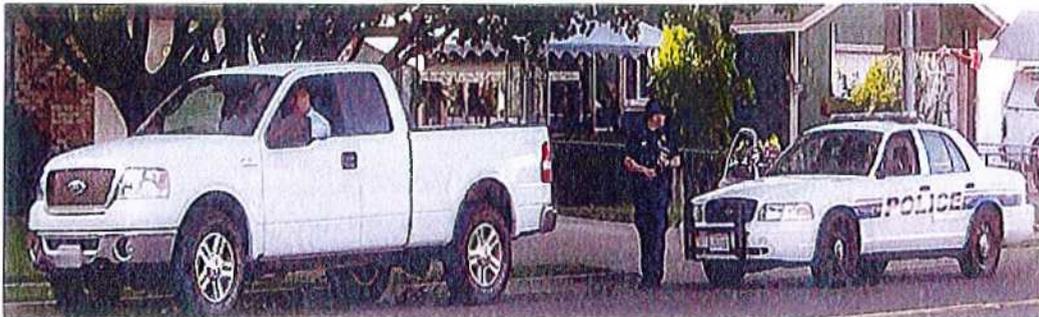
AVOID PROGRAM

The Winters Police Department was pleased to participate in the AVOID program this year. The AVOID Anti-DUI Program was launched in 1973 to bring law enforcement agencies together in countywide clusters to reduce the number of deaths and injuries caused by alcohol related crashes.

The program is administered by the Davis Police Department. AVOID events are rotated throughout the county in a combination of check points and saturation enforcement. The current Winters Department Liaison is Officer Warren.

Funded by the California Office of Traffic Safety. The overall goal of the campaign is to warn drivers that the only way to "AVOID" the county's law enforcement officers is to drive sober.

2010 WINTERS POLICE DEPARTMENT ENFORCEMENT PROJECTS



CLICK IT OR TICKET PROGRAM

The Winters Police Department was pleased to participate in the Click it or Ticket program this year. Click it or Ticket is the cornerstone of NHTSA's seat belt communications program.

The primary audience continues to be men ages 18 to 34, which research shows are less likely to wear seat belts. Law Enforcement agencies join forces day and night, for an enforcement blitz.

The mobilization is supported by national and local paid advertising and earned media campaigns aimed at raising awareness.

2010 WINTERS POLICE DEPARTMENT SPECIAL EVENTS

PUBLIC SAFETY FACILITY



Using Redevelopment funds the City of Winters launched the Winters Public Safety Facility Project in 2009.

The facility will house both the Winters Police Department and the Winters Fire Department. It is designed to grow with both departments for approximately 50 years.

The new building will be located at the corner of Grant Ave and West Main Street. Both The Winters Police

Department and the Winters Fire Department are working hard and are looking forward to the day this project is completed.

PUBLIC SAFETY WEB PAGE

The Winters Police Department is pleased to present a new web page. The web page features more crime prevention elements and is updated weekly. Officer Martin and CSO Jimenez collaborated on the content and formatting of the web page.

2010 WINTERS POLICE DEPARTMENT ANNUAL AWARD CEREMONY

OFFICER OF THE YEAR



After graduating from Winters High School, Corporal Ramirez joined the US Navy at the age of seventeen. He served for six years in the naval air branch as a Radar Technician for the fighter/attack 18 Hornet. Corporal Ramirez first joined the police force in 1993 as a Reserve Officer. He was then hired on full-time in 1994. He was on the Yolo County Narcotics Team for three years. He is currently the department's senior Field Training Officer and firearms instructor. He has been awarded multiple letters of commendation for his law enforcement efforts. Corporal Ramirez saved two persons from a burning vehicle during a DUI related collision and earned a life saving medal.

SPECIAL RECOGNITION

Lieutenant Gutierrez was recognized for his graphics and re-designing the Police Department patch. He was also awarded the medal of valor for his management of a citizen with a firearm in a public park. Officer Barnett was awarded the life saving medal for his efforts in saving the life of a suicidal citizen during a call.

2010 WINTERS POLICE DEPARTMENT COMMUNITY SERVICE

YOUTH DAY

Winters Youth Day was founded to teach young people the aspects of city government. Each year the young people of Winters take over the elected offices of the city. After a week of hands-on experience with their city counterparts, everyone is honored with the annual Youth Day Parade and a day full of fun.



McGruff, Reynolds, &
Officer Ramos

EARTHQUAKE FESTIVAL

The annual Earthquake Street Festival commemorates the earthquake of 1892. It combines a harvest festival with a farmer's market and include games, prizes, and live entertainment

COMMUNITY FESTIVAL

The Community Festival is rapidly becoming a favorite tradition in Winters. The festival included the Winters Police Department information booth, staffed by CSO Jimenez.

AMGEN BICYCLE RACE

The Department worked together with the California Highway Patrol and the Yolo County Sheriff's Office to provide traffic control for the Winters' portion of the AMGEN Race.

2010 WINTERS POLICE DEPARTMENT COMMUNITY SERVICE

AFTER SCHOOL PROGRAM/ NATIONAL NIGHT OUT

The City of Winters After School Program partnered with the Police Department to host a crime prevention day. CSO Jimenez rotated through the class rooms to share information. The Police Department also teamed with CHOC housing for National Night Out. CSO Jimenez took information to the CHOC site in Winters and answered questions from residents.

FRAUD FESTIVAL/ANTI- COUNTERFEITING

The Winters Police Department in conjunction with the District Attorney's Office and other Yolo County and State Agencies came together to put on the annual Fraud Fair. The Police Department also co- hosted an anti- counterfeiting workshop with First Northern Bank that featured the Secret Service.



DINNERS, DRIVE INS, AND DIVES

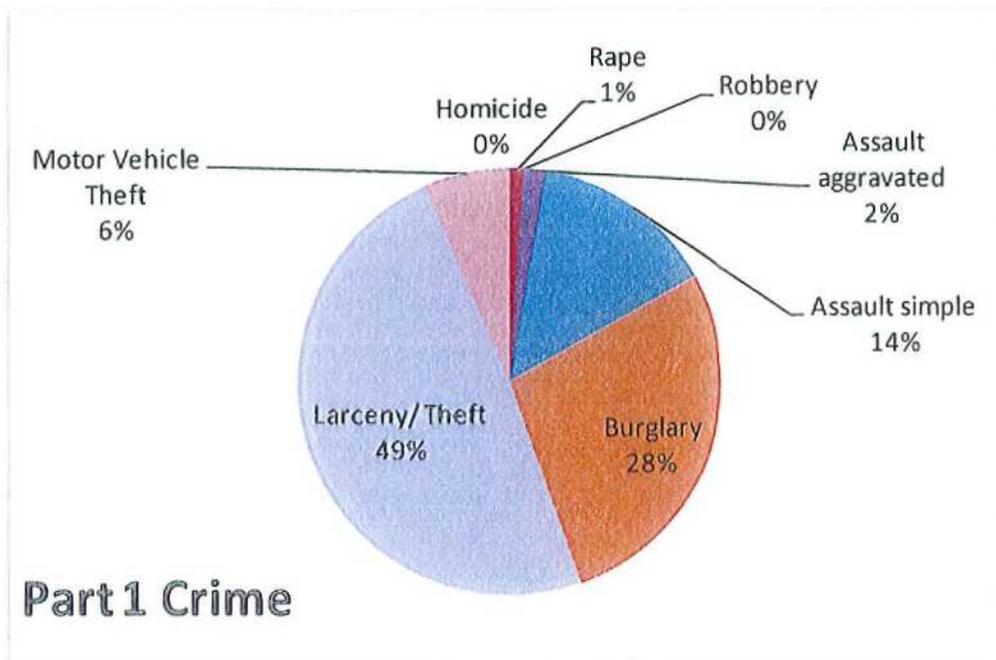
The Winters Police Department provided traffic control while celebrity host Guy Fieri taped a segment at the Putah Creek Café.

2010 WINTERS POLICE DEPARTMENT CRIME STATISTICS

The Police Department collects statistics all year for the nation wide statistical Uniform Crime Reporting Program (UCR). UCR provides national criminal statistics to other law enforcement agencies and the general public.

The UCR Part I crimes consists of 8 offences: Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny– Theft, Motor Vehicle Theft, and Arson. Although simple assault is not typically recorded, it makes up the larger number of assault charges in Winters.

The chart below includes the offense of simple assault and displays the distribution of Part I crimes in Winters for 2010.



2010 WINTERS POLICE DEPARTMENT CRIME STATISTICS

Part I Crime Information:

Out of **184** Part I Crimes reported there were

3 Aggravated Assaults

26 Simple Assaults

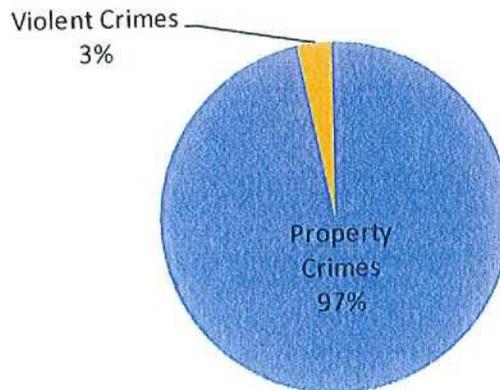
51 Burglaries

90 Larcenies/ Thefts

12 Motor Vehicle Thefts

0 Arsons

Violent Crimes vs. Property Crimes

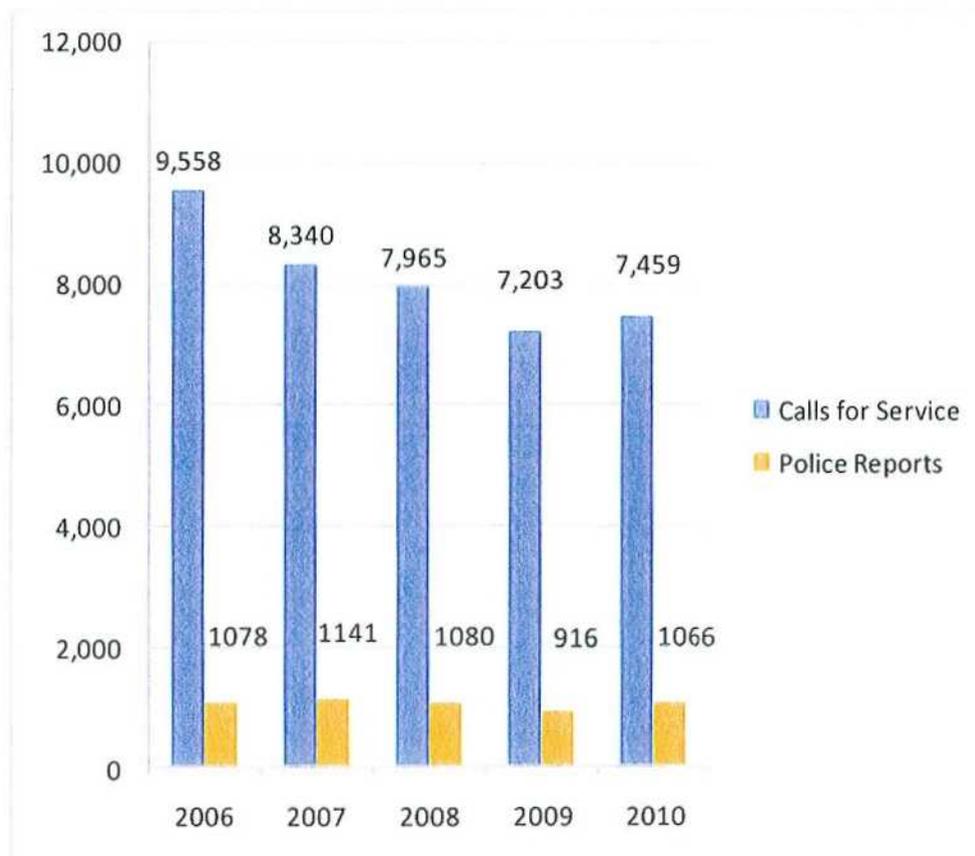


Violent Crime involves force or threat of force and is composed of murder, rape, robbery, and aggravated assault, this chart excludes simple assault

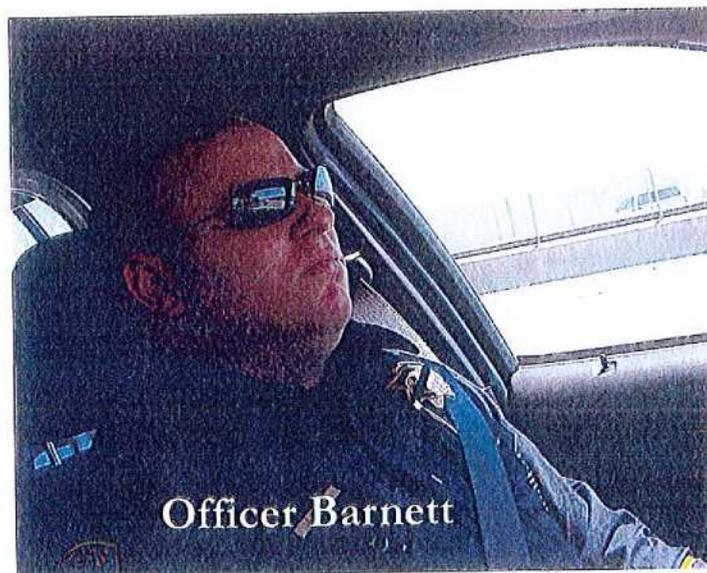
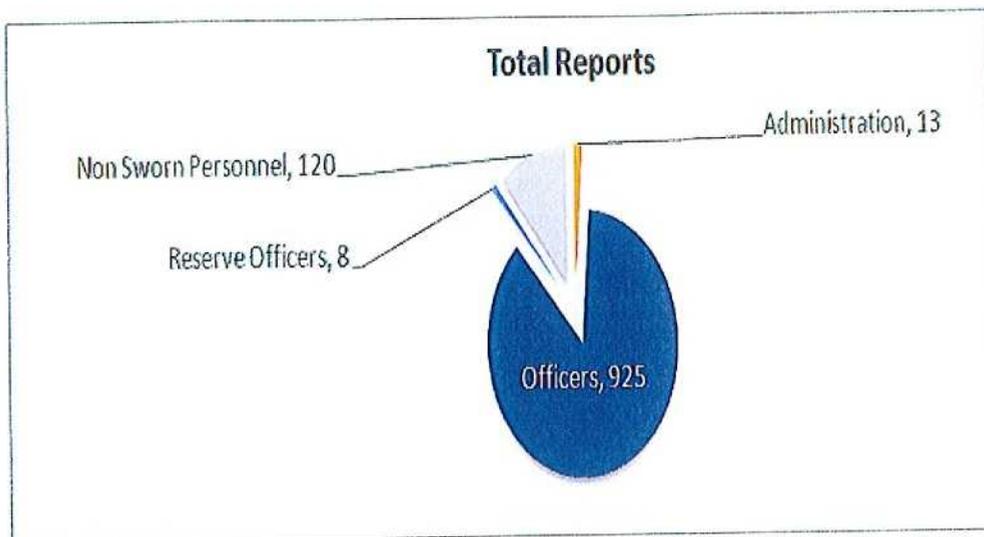
Property Crime involves the taking of money or property, without force or threat of force against the victim. It is composed of burglary, larceny– theft, motor vehicle theft, and arson

2010 WINTERS POLICE DEPARTMENT CRIME STATISTICS

A “call for service” is a request for police service in which an officer is dispatched or it is an incident initiated by a police officer. A phone call to the police does not necessarily generate a call for service and not every call for service generates a crime report.



2010 WINTERS POLICE DEPARTMENT CRIME STATISTICS



2010 WINTERS POLICE DEPARTMENT CRIME STATISTICS

Arrest Charge Information:

Out of 186 Arrests there were

44 D.U.I. Arrests

12 Health & Safety (drug related) Arrests

12 Drunk in Public Arrests

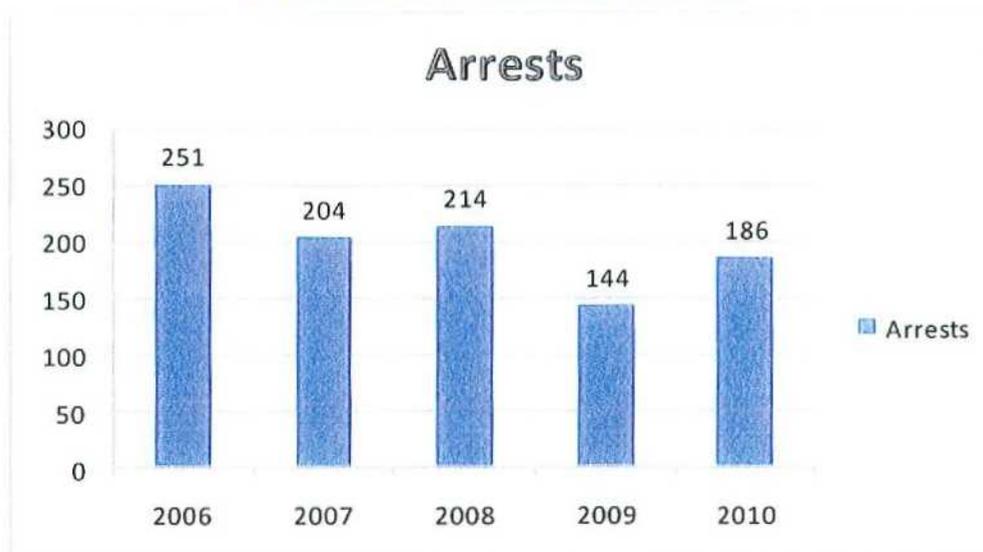
3 Vandalism Arrests

3 Criminal Threat Arrests

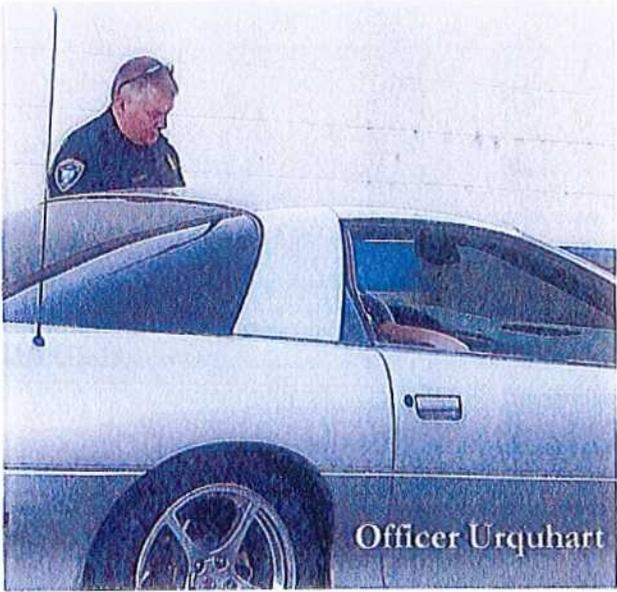
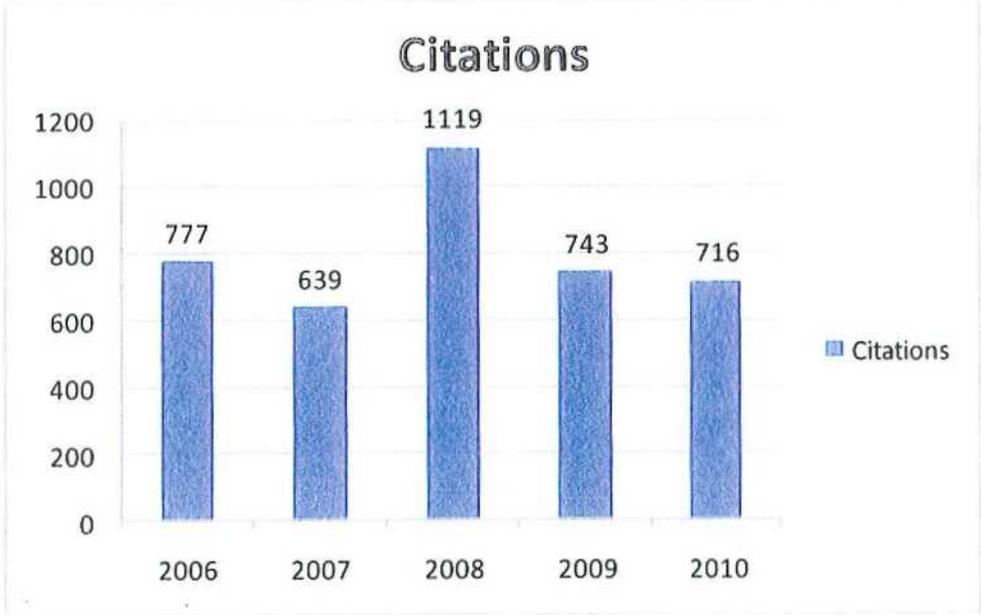
0 Assault with a Deadly Weapon Arrests

75 People were charged with being an unlicensed driver
(12500 VC and/or 14601 VC) (cited and released)

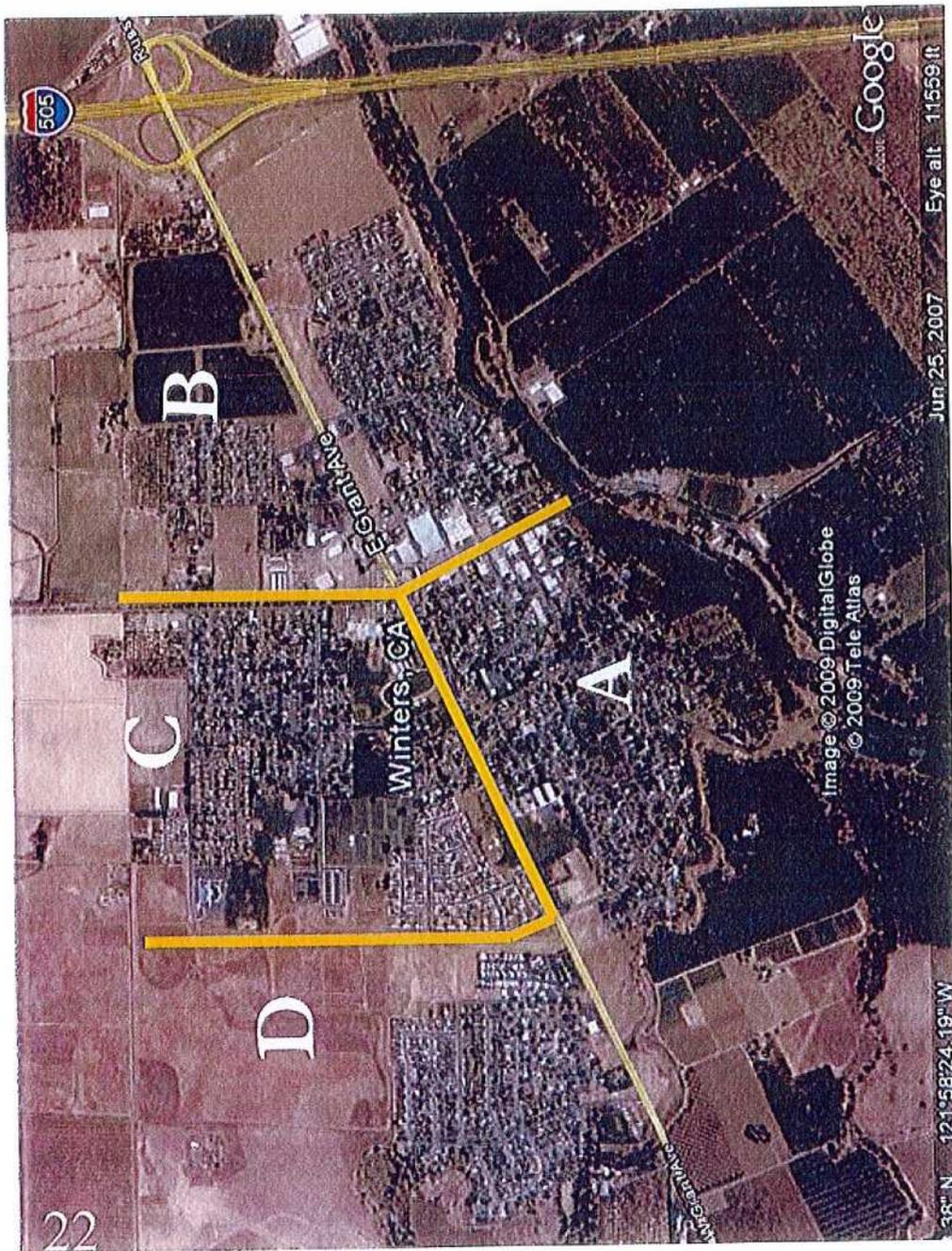
33 Cases of Domestic Violence



2010 WINTERS POLICE DEPARTMENT CRIME STATISTICS



2010 WINTERS POLICE DEPARTMENT BEAT MAP



2010 WINTERS POLICE DEPARTMENT
ACKNOWLEDGEMENTS

THE WINTERS POLICE
DEPARTMENT
AND
THE 2010 ANNUAL REPORT
COMMITTEE
WOULD LIKE TO THANK ALL
OF THE EMPLOYEES FOR THEIR
HARD WORK AND
DEDICATION

Editor: CSO Gail Jimenez

**Photographs: Officer Jose Ramirez, Lieutenant
Sergio Gutierrez, CSO Gail Jimenez**

2010 WINTERS POLICE DEPARTMENT



WINTERS POLICE DEPARTMENT
318-A FIRST STREET
WINTERS, CA 95694
(530) 795- 2261

For more information, please visit our website at
www.winterspolice.org

or

The City of Winters website at www.cityofwinters.org



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 2, 2011
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Economic Development Advisory Committee

RECOMMENDATION:

That the City Council:

1. Receive a report on the Economic Development Strategic Elements as recommended by the Economic Development Advisory Committee; and
2. Provide direction and/or comments on the report; and
3. Direct Staff to return an implementation program for elements as directed.

BACKGROUND:

In December, 2010, the City Council appointed the eight (8) member Economic Development Advisory Committee to develop recommendations on Economic Development Strategies and to develop Design Guidelines for the Grant Ave. Corridor. The Design Guidelines will be presented for the consideration of the City Council on August 16, 2011.

This report is to present the drafted recommendations on economic development issues for the City.

DISCUSSION:

Since February, the EDAC held twelve (12) public meetings, including two facilitated community workshops to discuss and receive input on the development of an overall economic strategy for the City. The culmination of that input and summation is provided in the attached recommendation.

The recommendations are divided into Economic Development Goals, Key Concepts and Industries, Key Tasks/Recommendations and a discussion of Potential Uses and Businesses for the City.

Goals:

The goals focus on making Winters attractive for business to want to locate in the City. These include:

- Increasing business friendliness through the modification of processes, adjusting fees to make us competitive, streamlining processes and incorporation of business to business enterprises.
- Encourage collaboration between the City and the business community.
- Developing productive regional relationships to enhance the City's presence in the regional economy.

Throughout the many meetings of the Committee, the agendas included presentations for many regional players from Yolo, Solano and Sacramento who indicated interest in future partnerships with the City.

Key Concepts:

The strategic concepts reiterated many important elements found in the City's General Plan and have become mainstays in the economic vernacular of California. These include:

- Revenue generation through the creation of jobs and the private sector.
- Sustainable and green jobs for residents.
- Generation of venture capital and working with emerging industries.
- Agricultural and research jobs associated with the region.
- Tapping the bio-tech and medical industries.
- Expanding into the service sectors which will eventually dominate the U.S. economy.

The overwhelming emphasis of the economics was to find means to grow the Winters economy by complimenting our existing strengths with finding emerging/growth industries.

Recommendations:

The key tasks identified by the Committee focus on the correction of glaring deficiencies within some potential development areas. The General Plan includes numerous polices and zoning which inherently hamstrings potential development and in some cases eliminates the possibility of attracting even the most desirable businesses.

The recommendations include:

- Modification of zoning documents and general plan policies.
- Establishment of zoning districts and expanded business classification to allow emerging businesses.
- Cure deficiencies in height limitations for the Grant Ave. Corridor which are the lowest in the City's zoning code.
- Completion of cumulative studies which stand as barriers to expedited development processing.
- Address signage policies and studies to determine the most effective means of providing signage along I505.
- Rezoning split zoned and undersized properties.
- Creation of incentives for development to occur.
- Completion of infrastructure along the Grant Ave. Corridor.
- Relocation of the drainage canal for the North Area.
- Marketing of properties for development.

The recommendations serve as a basis for beginning a productive economic development program to attract desired business and create jobs.

Finally, the recommendations focus on the ability of the City to determine its own future by working to catch the next wave of emerging industry to compliment and expand the existing

FISCAL IMPACT:

None by this action.

City of Winters

Economic Development Strategic Elements

The City of Winters recognizes that a vibrant local economy is crucial to the health of the community. Winters possesses many attributes that make it an attractive and desirable location; its traditional small town character and rural, agricultural surroundings draw new residents and visitors to town, and are a source of pride for those who have lived and raised families here. These attributes can and should be harnessed to attract new business and industry. By adopting a strategy that prioritizes business development and expansion, the City can welcome innovative new industries, while nurturing the existing business community. **Creating an effective balance between old and new, history and progress, will foster a local economy with a strong foundation upon which it can continue to grow and prosper.**

Economic Development Goals^[w1]:

The City of Winters aims to be a desirable location for businesses to locate and prosper. The City intends to utilize economic development tools in order to increase its “business friendliness” in local government processing, encourage collaboration within the business community, and develop regional relationships and initiatives to encourage business growth.

- **Encourage business growth by adopting “business friendly” policies and processing.**
 - Make Winters accessible to current business types and businesses of the future through appropriate zoning and land use mechanisms.
 - Ensure that City fees are competitive with surrounding jurisdictions and that the City establishes programs which are financially beneficial to both development and City interests.
 - Streamline planning/development processes and guidelines to make it easy for businesses to locate within the community.
 - Facilitate positive interaction between the City and business to business enterprises to generate mutual benefits and results.

- **Encourage collaboration between the City and business community and foster inter-business relationships.**
 - Continue to work with private and public organizations such as the Small Business Development Corporation, Winters Chamber of Commerce and others focused on providing supporting business development.

- **Develop productive regional relationships and participate in initiatives designed to encourage economic growth and make Winters a desirable partner to expand the regional economy.**

- Encourage business development that is complementary to the local and regional economy.[w2]

The culmination of these goals will establish a successful economy which provides for sustainable jobs and revenue generating businesses.

[w3]Background:

The City's General Plan expresses the community's goals and defines public policy through its various "elements" addressing land use, housing, transportation, circulation, natural resources, and health and safety. Primary among the elements are benchmarks and policies related to land use and economic development. Successful economic development starts with recognition of the interconnectivity between the various elements that must be engaged to encourage a healthy climate for business growth.

These partners and strategies include:

- Property Owners
- Developers
- Strategy
- Outside influences including UC Davis, SACOG and State initiatives.
- Planning
- Incentives for investment
- Public Process
- Business assistance organizations, both private and public

The success of any economic development program also will rely on the receptiveness of the community to the prospects of new industry or commerce.

A successful economic development strategy will recognize and assess the health of the current economy, locally, regionally, and on a broader scale. Given the current weakness of the current economy, an effective strategy will acknowledge that at this time, and for much of the foreseeable future, potential businesses will rely on minimal capital risk when pursuing expansion. Winters will be required to reduce the investment risk in order to gain any consideration as a potential new site.

Key Economic Development Concepts and Industries:

- **Revenue Generation:** supports the maintenance of community services, local businesses and provides positive advances to the City's economy.
- **Sustainable jobs** in which people can earn salaries that support families, mortgages and the local economy.
- **"Green" jobs** which realize advancements of an environmentally friendly economy within emerging technologies.
- Work with UC Davis and other groups to receive collateral benefits from research, grants and educational initiatives.

- Coordinating with public and private entities in bringing **venture capital and emerging industries** together to grow jobs and industry.
- **Agricultural jobs and research**, have been, and will continue to be a cornerstone upon which Winters will build.
- **Bio-tech and medical** which collaborates with the work being accomplished in Solano County.
- **Service Sector** including call centers and direct business support functions to adjacent industry.

Key Tasks to Accomplish Goals (Implementation Actions”):

1. **Planning/Policy Amendments:** revise the City’s zoning documents and General Plan to remove specific and master plan requirements for Industrial/Business Park and Neighborhood Commercial areas.
 - a. Develop zoning districts to allow a broad cross section of business opportunities within the scope of previously approved environmental assessments. This may include updates to certain key zoning definitions to recognize emerging business classifications and removal of antiquated categories. Elimination of the PC and PC/BP zoning requirements and restrictions.
 - b. Address height limitations.
 - c. Complete needed cumulative analysis to reduce burdens on developers seeking projects.
 - d. Establish a streamlined development review process.
2. **Signage Policies** on effective signage in support of freeway serving businesses and a site distance study to resolve issues regarding the appropriate size and location of freeway display signs.
3. **Rezoning** to expand Highway Commercial properties which are currently undersized, split zoned or irregularly designated.
4. **Incentives** which attract development and recognize the long term, mutual benefits to both the City and business community.
5. **Infrastructure** improvements to the I505/Grant Corridor will ease the capital burdens for developers who choose to locate businesses in this location.
6. **Relocation** of the flood drainage corridor to more logically locate the facilities to the benefit of landowners and the aesthetics of the Grant Ave. Corridor.
7. **Marketing** of key properties and active community involvement in welcoming development

Potential Uses and Businesses:

The ability to define (or identify) the “types” of businesses or industry that will come to Winters is impossible and probably implausible. The advancement of new business sectors changes rapidly and the idea that we might define a specific sector will short change the City’s potential for receiving new business. The City can and should study regional development sectors and encourage their location in Winters through a variety of economic tools and incentives.[w4]

Regardless, some key indicators for business recruitment include:

- Winters growth and projections of expanding population and housing base.
- UC Davis advancements and research initiatives.
- Solano County growth areas including biotechnology and pharmaceuticals.
- Agricultural advancements and business opportunities.
- Local innovation^[w5].

The concept of "technology transfer" is the idea that the research and educational arms of universities fuel local business and industry. Much like Stanford University helped advance the boon in Silicon Valley, UC Davis could serve as a catalyst for "green" or other industrial sectors in our area^[w6].

The key will be the ability of Winters to adequately position itself to receive spinoffs from the technology transfer from UC Davis and the region. The window of opportunity for the greatest amount of benefits will most likely be small and the rewards considerable. The ability to act quickly and decisively could determine the winners and losers in the competition to land major businesses and jobs.

Some of the main use categories which can be expected for Winters will include^[w7]:

- Research/Technology Parks
- Manufacturing
- Biotechnology
- University related business
- Agricultural (Technology)
- Office/Professional
- Meeting/Conference Facilities
- Call/Service Centers



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2011
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

RECOMMENDATION: That the Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference.

BACKGROUND: An Annual Business Meeting is held as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy. This year the business meeting will take place at 2:30 p.m. on Friday, September 23, 2011 at the conference in San Francisco.

The League's bylaws require that the Council take action to designate the voting delegate and the alternates. It is also required that the voting delegate and alternates be registered to attend the conference. Currently Mayor Pro-Tem Cecilia Aguiar Curry is registered to attend the conference. Correspondence from the League of California Cities is attached detailing the Annual Conference Voting Procedures.

FISCAL IMPACT:
None.

Council Action Advised by August 26, 2011

June 9, 2011

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 21–23, San Francisco**

The League's 2011 Annual Conference is scheduled for September 21-23 in San Francisco. An important part of the Annual Conference is the Annual Business Meeting (*at the closing General Assembly*), scheduled for 2:30 p.m., Friday, September 23, at the San Francisco Moscone West Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 26, 2011. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up

-more-

the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Francisco Moscone West Convention Center, will be open at the following times: Wednesday, September 21, 8:30 a.m. – 6:00 p.m.; Thursday, September 22, 7:30 a.m. – 4:00 p.m.; and September 23, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 26th. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2011 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2011 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

CITY: _____

**2011 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 26, 2011. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 26 to:

League of California Cities
ATTN: **Mary McCullough**
1400 K Street
Sacramento, CA 95814**FAX: (916) 658-8240**
E-mail: mccullom@cacities.org
(916) 658-8247