

City of Prosser
CITY COUNCIL
WORK SESSION MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, August 4, 2015 at 7:00 P.M.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS**
 - a) **Grant Writer Quarterly Report** (*Sue Jetter, Grant Writer*).....**Page 2**
 - b) **Downtown 6th & Meade Storm Drains** (*LJ DaCorsi, Public Works Director*).....**Page 5**
- 5. COUNCIL DISCUSSION**
 - a) **Crosswalk Improvement Project Fund** (*Steve Zetz, City Planner*).....**Page 8**
 - b) **City Administrator Recruitment Process** (*Mayor Warden*)
- 6. ADJOURNMENT**

PEDA Grantwriter Report 4-1-2015 through 6-30-2015

Services Provided:

Applications Submitted:

Coverys Patient Safety – Patient Fall Reduction Project

Applications in Process:

Trout Premier Cares Award Application - CPP

Project Development:

Yakima Valley Community Foundation – PMH

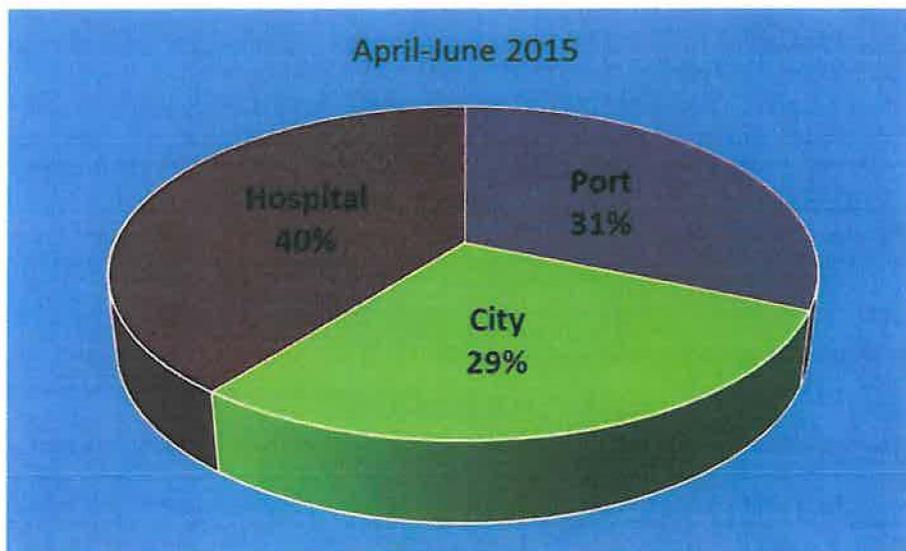
Murdock Charitable Trust – PMH

Workforce Development Pgm Planning - PEDA

Farmers Market Shelter – Port

Crow Butte – 2016 Project Planning

Time Allocations: April through June time provided for the partnership totaled 207 hours (40.4% FTE*) and was allocated as follows:



* contracted for 50%.

Grantwriter Projects by Partner

Prosser Memorial Hospital –

Coverys Patient Safety – Patient Fall Reduction Project
Yakima Valley Community Foundation – EMS
Trout Premier Cares Award - CPP

City of Prosser –

Funding Searches for:
Workforce Development
HDPA Economic Revitalization

Port of Benton –

Funding Searches for:
Farmer's Market Shelter / Incubator
Wine and Food Park Stage
Crow Butte – 2016 Potential Projects

Application Status – April through June 2015

Awarded:

MDU Foundation	\$ 3,000
Legends Casino – Trauma Kits & Training	\$ 3,600
Rural Health Network Development Pgm.	\$ 100,000
RCO – Prosser City Park Restroom	\$ 87,800
RCO – Crow Butte Play Structure	\$ 167,200

Total Awarded \$ 361,600

Pending:

Coverys Patient Safety – Fall Reduction Project	\$ 8,494
Drug Free Communities – Prosser CIA Coalition (5yrs)	\$ 125,000 /yr
USDA – City Park Restroom Renovations	\$ 62,200

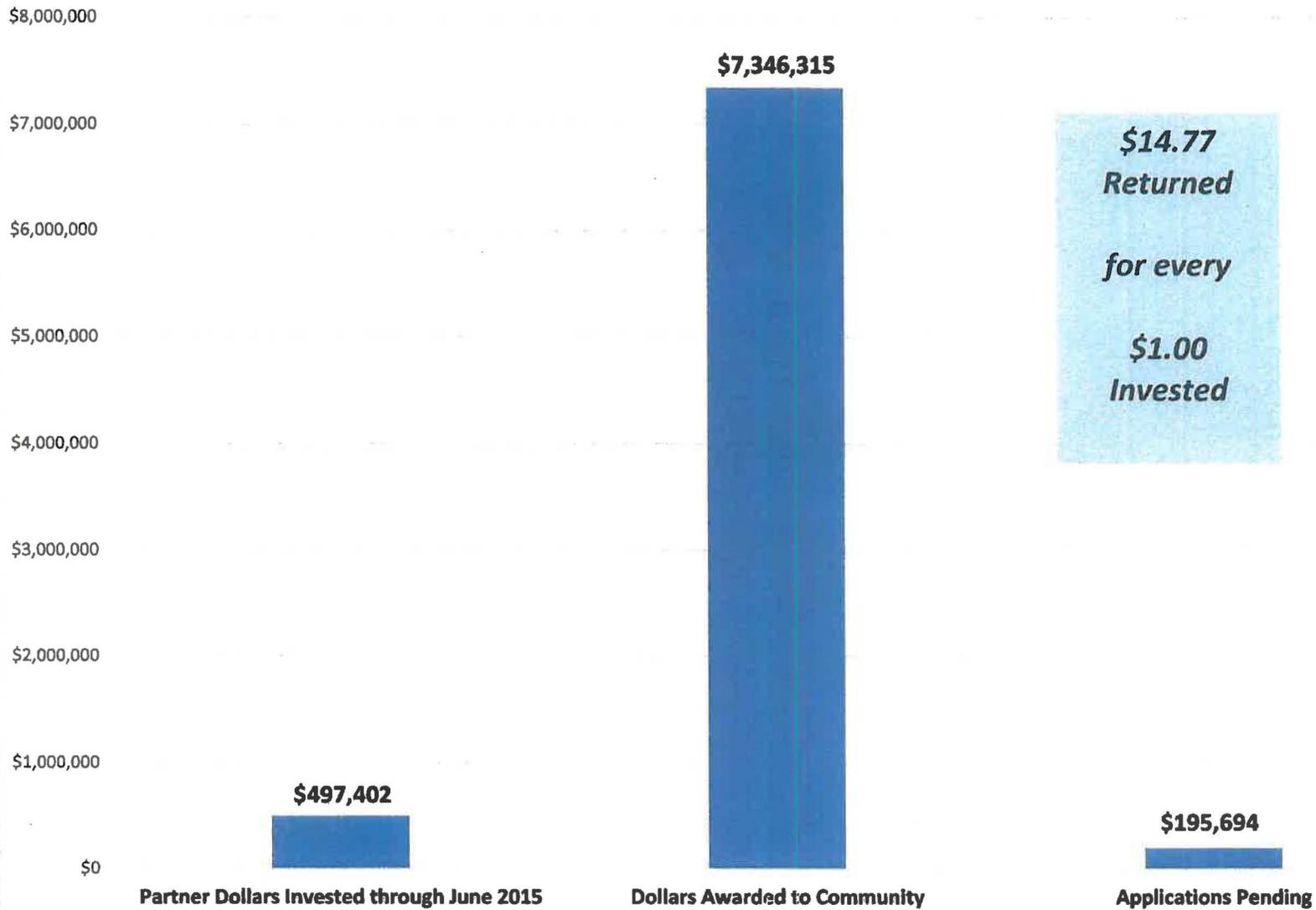
Total Pending \$ 195,694

Denied:

HRSA Rural Outreach – Community Paramedic Pgm. (3yrs)	\$ 200,000 /yr
---	----------------

Total Denied \$ 200,000

PEDA Community Grantwriter Partnership Return on Investment through June 2015



Prepared by Sue Jetter
7-14-2015



MEMO

To: City Council

From: Mayor Warden

Date: July 30, 2015

Ref: Downtown, 6th & Meade – Storm Drainage

Council,

This for Council review and possible discussion concerning the ongoing storm drainage issues for the downtown in the 6th & Meade Ave area. Per Council direction LJ asked our contracted engineers at HLA to propose action in the form of Task Order No. 2015-01.

HLA has been made aware that while the scope of work includes runoff from private property, that any proposed solutions delineate to what extent the City's portion of the runoff is and that any potential contributions the City makes to mitigating issue is limited to the City's portion. The estimated cost to analyze and come up with engineered solutions is \$19,000.

Please read through and we can answer questions or hear council comments. Unless we hear otherwise on Aug. 4th we would like to bring this back at a regular meeting in August for action.

Mayor Paul Warden,

TASK ORDER NO. 2015-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF PROSSER

AND

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

PROJECT DESCRIPTION:

DOWNTOWN STORM DRAINAGE EVALUATION

The City of Prosser (CITY) has experienced localized flooding in the downtown area during substantial storm events. The most significant problem has been in the area of 6th Street from Bennett south to Dudley. The alley between 6th and 7th, and Meade and Dudley, has also been problematic because stormwater ponds adjacent to the buildings and occasionally enters the building(s). The purpose of this project is to develop a solution to the ponding and reduce the potential for stormwater entering the buildings.

SCOPE OF SERVICES:

At the direction of the CITY, Huibregtse, Louman Associates, Inc. (HLA), shall provide professional engineering services for the Downtown Storm Drainage Evaluation project. HLA services shall include the following:

Downtown Storm Drainage Evaluation

- A. Meet with CITY and local property owners to discuss the issues related to downtown storm runoff, the extent of the problem, and the frequency of occurrence. Discuss the level of protection desired and the implications of design storm frequencies.
- B. Map the existing storm drain system in the immediate area of the reported problems. Mapping may extend outside the problem area if initial mapping efforts find existing storm drain facilities carry runoff away from the project area. Additional surface elevations will be taken to verify runoff patterns and direction of flow.
- C. Examine downspouts and contributing roof areas to establish the extent to which roof runoff is adding to the storm drainage problem.
- D. Estimate runoff volumes for the selected design storm (e.g., 25-year, or 50-year). Confirm runoff volumes match historical conditions.
- E. Develop alternative solutions to the storm drainage problems in the downtown area. Meet with CITY and local property owners to review alternatives and select the preferred alternative.
- F. Prepare a memorandum to the CITY summarizing the scope of the improvements, estimated costs, and recommending a course of action to significantly reduce the drainage problem in the Downtown Prosser area.

This scope of work does not include preparation of the following items: Mapping and evaluation of the storm drain system beyond the immediate vicinity of the ponding/flooding problem described above; more than two (2) meetings with the affected property owners; and accessing roofs to find drainage patterns. As directed by the CITY, work associated with the above items will be considered additional services and paid for at hourly billing rates in effect at the time of service.

The CITY will provide or perform the following:

- Provide full information as to CITY requirements of the Project.
- Assist HLA by placing at his disposal all available information pertinent to the Project including previous reports, plans, program information, drawings, plats, surveys, utility records, and any other data relative to the Project.
- Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- Set up meetings with affected property owners to determine the scope/frequency of the problem, discuss proposed improvements, and obtain permission to work on private property as it relates to the Project.

TIME OF PERFORMANCE:

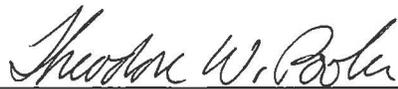
Following authorization to proceed, HLA will diligently pursue completion of this project as soon as possible. Time for completion of individual tasks listed above, as directed by the CITY, shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

Downtown Storm Drainage Evaluation

All work shall be performed on a time-spent basis at normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of \$19,000.00.

Proposed:  7/21/15
Huibregtse, Louman Associates, Inc. Date
Theodore W. Pooler, Vice President

Approved: _____ Date
City of Prosser
Paul Warden, Mayor

CITY OF PROSSER, WASHINGTON
AGENDA BILL

<p>Agenda Title: Consideration of an Ordinance Establishing Fund 306, the Wine Country Road Crosswalk Improvement Project Fund, and Amending the 2015 Budget for the Improvement of a Crosswalk at Wine Country Road and Chardonnay Avenue to Include the Acceptance of Mitigation Payments and Donations.</p>	<p>Meeting Date: August 4, 2015 Work Session</p>
---	---

<p>Department: Planning/ Finance</p>	<p>Director: Steve Zetz/ Toni Yost</p>	<p>Contact Person: Steve Zetz/ Toni Yost</p>	<p>Phone Number: (509) 786-2332</p>
---	---	---	--

<p>Cost of Proposal: \$30,000 to be paid with mitigation payments and donations. Possible request to supplement costs not raised via a budget amendment transferring funds from the General Fund to the Project Fund.</p> <p>Amount Budgeted: \$0</p>	<p>Account Number:</p> <p>Name and Fund# (306) Wine Country Road Crosswalk Improvement Project Fund</p>
---	---

Reviewed by Finance Department:

Estimated Project Expense = \$30,000

Project Funding	
Mitigation Payments	\$15,000
Committed Community Donation	\$5,000
Attempt to Receive additional support from community	\$10,000 (OR)
Potential City Contribution	\$10,000 up to (General Fund)

- Attachments to Agenda Packet Item:**
1. Mitigated Determination of Non-Significance page 10 showing authorization to collect mitigation payment
 2. Quote from Lightguard
 3. Project Map
 4. Ordinance 15-_____

Summary Statement:

The City of Prosser has identified the crosswalk located at Wine Country Road on the north side of the Chardonnay intersection as a candidate for improved safety measures. There is no accident data at this particular crossing however it is believed that that with the increase in residential and commercial development on both sides of Wine Country

Road, and the length of the crossing combined with traffic speeds and direction changes that an illuminated system with bollard controls will provide a safer crossing environment. Currently, the closest controlled crossing is at Wine Country Road and North River Road. The proposed system will not be stop controlled however it will provide enhanced warning for drivers and added safety for pedestrians.

Funding will come from mitigation payments from the CCHS multi-family project through a voluntary mitigation payment of \$15,000. Additional funding will come via donations once a fund is established. I have commitment for \$5,000 from a private business and will continue to seek donations. If the remaining \$10,000 is not funded otherwise, I ask that Council consider funding this expense.

Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Review and discuss the proposed project, ordinance and funding strategy and provided staff to direction.

Reviewed by Department Director:



Date: 7/30/15

Today's Date:

July 30, 2015

Reviewed by City Attorney:



Date: 7/30/15

Revision Number/Date:

Approved by Mayor:



Date: 7-31-15

File Name and Path:

9. All permits required by Benton County Clean Air Authority and the Washington State Department of Ecology shall be acquired prior to issuance of the building permit.
10. A buffer whether it be a fence or vegetation must be installed between the project parcel and the Les Schwab facility to the east in order to mitigate the impact of noise from the commercial operation on the proposed residential units.
11. The City of Prosser and Applicant have agreed on a Payment in Lieu of Taxes (PILT) in order to mitigate the impact of additional persons with disabilities. Payments must be used to improve or construct ADA ramps, sidewalks, or walking paths within 1 mile of the applicants proposed site in order to better serve residents with disabilities and encourage pedestrian and bicycle travel. The PILT will use a formula for payment based on the property tax rate prior to its tax exempt status on a declining scale over 5 years in order to slowly absorb the costs to services and improvements. The applicant may at its discretion pay the entire amount upfront.

2016	2017	2018	2019	2020
\$5000	\$4000	\$3000	\$2000	\$1000

V. COMPREHENSIVE PLAN

The proposed project is consistent with the Prosser Comprehensive Plan, Chapter VII. Page 63.

Goal HH 2 - To allow a variety of densities and housing types so that the City can provide housing opportunities to meet a variety of needs, including affordable housing and housing which meets the special needs of age or disability.

Policy HH 2.9. Promote a diversity of housing types to satisfy a variety of lifestyles and economic capabilities.

The proposed project provides low income housing and affordable housing options for residents. The low income housing market has not seen an increase in its capacity in Prosser for over 10 years. This project complies with goal HH2 by providing a higher density than more recent housing developments and serves the low income population. The project also complies with Policy HH2.9 by providing affordable options to low income residents and fixed income seniors.

This mitigation measure is necessary to ensure the safety of the traveling public and is necessary to meet the goals as stated in PMC 16.08.130(d)(1)(a)(b)(c)(d)(e) and (f). Specifically the mitigation protects the natural environment by providing open space, provides safe, healthy, affordable housing for low income residents. Promotes economic



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quotation

Quote #

020714- 75

LightStar™ Series 9X in-pavement signal light with steel snow plow blade resistant base plate, automatic activation, LED border enhanced MUTCD pedestrian crossing and down pointed arrow signage, AC-DC standard power control unit with battery backup, programmable micro-processor

SUBMITTED TO:

Steve Zetz
 City of Prosser
 601 7th St.
 Prosser, WA, 99350
 USA
szetz@cityofprosser.com
 Phone 509-786-8212

Reference: Wine Country & Chardonnay IRWL System

MSRP

Date:	Shipment:	Terms and Conditions:	Salesperson
2/7/2014	FOB Santa Rosa	NET 30 SEE NOTE 6	David Hauser

Item	QTY	Model Number & Description	MSRP Total
1	11	LGS-9X-3/CHS-14 Amber LED Signal Head w/ Snow Plow Resistant 14"Base Plate	\$ 8,250.00
2	8	LGS-BONDO Two Part Epoxy for Securing Base Plate Into Roadway (pass thru item)	\$ 1,320.00
3	4	LGS-T3 Automatic Pedestrian Detection Bollard (standard WHITE)	\$ 5,000.00
4	3	LGS-W54-AB/W11-2-B Ped Sign w/o Crosswalk Lines & LED Enhanced Border	\$ 2,385.00
5	1	LGS-PCU-AC Std A/C PCU w/Programmable Interface, Batt. Backup, Backpan & Cabinet	\$ 3,610.00
6	1	LGS-W16-7PL Arrow Sign (12"x24" LEFT Facing)	\$ 150.00
7	1	LGS-W16-7PR Arrow Sign (12"x24" RIGHT Facing)	\$ 150.00
8	1	LGS PMT TERMS FEE 30 Day Terms Fee (Optional Discount Terms Available)	\$ 940.00

Subtotal Without Shipping & Handling	\$ 21,805.00
Estimated GROUND Shipping & Handling Charges	\$ 680.00

- Notes:**
- See attached Terms and Conditions.
 - This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
 - This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
 - LGS-BONDO is Pass Through Item Only
 - Delivery 2 to 4 weeks normally, AFTER Receipt of Order CONFIRMATION - Subject to CHANGE due to parts availability or special order.
 - PAYMENT TERMS: 100% + 4.5%. Choosing 50/50 pricing would reduce the cost of this order by the LGS Payment Terms Fee**

David Hauser
 David Hauser
 Authorized Sales Agent

Date: February 7, 2014

(Quote tool version 2v64)

Quotation is subject to attached TERMS AND CONDITIONS and shall expire thirty days from date unless other wise noted.

LIGHTGUARD SYSTEMS, INC. TERMS AND CONDITIONS

1. **LGS Proprietary Status** LGS is the owner and supplier of a pedestrian crosswalk warning system ("System") protected by U S Patent Numbers 6,384,742 & 6,597,293 & 6,683,540. The System is designed for alerting motorists that they are approaching an occupied crosswalk, or controlled intersection, or rail grade crossings. The System is also referred to as the "LightGuard Systems®", "Smart Crosswalk"™ pending, and the "Pedestrian Crosswalk Warning System". The System consists of flashing light emitting diodes (LED) lights and activating equipment. The System is designed for installation at crosswalks and other roadway crossings.
2. **Approved Uniform Traffic Control Device** The System has been approved as an **In-Roadway Warning Light (IRWL's)** device in the millennium edition of the Federal MUTCD manual Sec 4L.)
3. **Written Modification of Terms or Change Orders** This agreement may not be modified in any manner without the prior written consent of LGS. Notwithstanding delivery of the items identified herein, no terms or conditions in oral or written communications from BUYER (including the BUYER'S Purchase Order or other forms) shall be binding on LGS unless specifically accepted in writing and signed by LGS.
4. **Price Changes** All prices are net of any applicable taxes and are subject to change without notice.
5. **Taxes** Applicable taxes will be added to the purchase of the System unless BUYER provides LGS with, at the time of order placement, tax exemption certificates acceptable to LGS for this transaction from the appropriate taxing authorities exempting BUYER from added tax.
6. **Warranty:** LGS warrants to BUYER for a period of twenty-four (24) months from the date of shipment to BUYER, pursuant to BUYER'S order, that the System shipped and furnished conforms to final LGS specifications and is free from defects in workmanship by LGS. LGS further warrants that the signal head will function normally for a period of thirty-six (36) months (visible to the motorist from normal viewing distances of 200 feet to 400 feet, average, day or night) and not more than four individual LED's become inoperative. Warranty does not cover light condensation/moisture, scratches, hazing or sun degradation to polycarbonates, poor installation technique, or damage from improperly maintained street sweeping equipment.
BUYER shall provide supervision of installation in strict conformance with LGS recommended guidelines as set forth in the LGS Installation Manual available on-line (includes re-torque of signal heads within the specified time period) then in effect by LGS from date of delivery. BUYER shall be solely liable to third parties for the condition of the System as installed. LGS is not, and shall not be, responsible for express or implied warranties, or other remedies which differ from those stated herein. BUYER agrees to save and hold LGS harmless from any, and all, liability, loss, cost, and expense, including attorney's fees arising out of, or in connection with, any BUYER offered warranties.
Therefore, except to the extent of the warranty stated herein, LGS Disclaims all Warranties, whether express or implied, and specifically DISCLAIMS all implied warranties of merchantability and fitness for a PARTICULAR PURPOSE. In no event shall LGS be liable to BUYER in WARRANTY, contract, negligence, strict liability or otherwise for any damages, whether incidental or consequential, which are alleged to be caused by one or more of LGS PRODUCTS. BUYER'S sole and exclusive remedy against LGS for breach of warranty, breach of contract, negligence, strict liability, or otherwise, shall be for REPAIR or replacement of the subject product (excluding installation and removal CHARGES, which shall be BUYER'S RESPONSIBILITY) or LGS may refund the purchase price at the sole option of LGS which such EXCLUSIVE remedy shall expire two years from the date of shipment by LGS of the goods.
7. **Repair and Replace:** All sales are final. In some cases where returns may be permitted at the sole discretion of LGS, after receipt by LGS of written notice from BUYER of a defect in a component, the responsibility of LGS is limited to replacement or repair at the place designated by LGS of any component or components which have been returned to LGS by BUYER, and which LGS determines to be defective, or which do not conform to the system shipped, provided that such component or components are returned by BUYER within ninety (90) days after notice of such defect is received by LGS. Components replaced or repaired within the warranty period shall carry the unexpired portion of the original warranty from the date of receipt of the report of the defect. Warranty services will be provided during normal LGS business hours. BUYER agrees to pay LGS for services required to be performed outside normal business hours, or for additional costs incurred by LGS, in order to comply with local labor contracts
All components returned by BUYER for repair or replacement must be sent freight prepaid to the address designated by LGS and will be returned to BUYER freight prepaid. BUYER must obtain a Returned Materials Authorization (RMA), signed by LGS, prior to returning any part(s)
Warranty is NOT valid unless BUYER complies with conditions set forth in this paragraph. LGS is not liable for any damage done by unauthorized repair, replaced components, from any misapplications of the component, or for damage due to shipping, accidents, abuse, negligence, or acts of God. In no event shall LGS be liable for loss, damage or expense directly or indirectly arising from the use of the System, or from any other cause, except as expressly stated in this warranty.
8. **Special Damages:** LGS is not liable for, and BUYER expressly waives any right of action it has or may have against LGS for, any consequential or special damages arising out of any breach of warranty express or implied. LGS will not be liable for payment of any labor subcontracted or performed by BUYER for preparation of System under warranty for return to LGS or for work for field repair or replacement. LGS shall not honor any invoice from any source for either labor performed or subcontracted by BUYER.
9. **Condition of Warranty:** Any obligation of LGS under its warranty policy is expressly conditioned upon the timely receipt of all payments from BUYER in strict compliance with payment terms. Time is expressly made the essence of this contract and specifically with respect to payment obligations of BUYER. Failure of BUYER to timely pay for the System suspends the warranty obligations of LGS. The expiration date of the warranty shall not be extended upon payment of any overdue amount. BUYER shall not withhold payment of invoices pending settlement of claims. This warranty, and any condition to this warranty, may be modified only in writing and signed by an authorized representative of LGS and shall extend only to BUYER.
All LightGuard Systems Inc. products are designed to function/operate as an integrated system. LightGuard Systems does not warranty or otherwise guarantee any of its products to function/operate or provide any level of safety when directly integrated with or connected to other product line or un-authorized or un-tested products or systems. Any deviation of use not consistent with the LightGuard Systems inc. Installation Manual or guidelines will void any and all written or implied warranty(s).
10. **Accessories and Buy Out Items:** Any accessories, and "buy out items", which are defined as components to System (e.g. batteries) and supplied by LGS but manufactured by others, carries only any warranty such manufacturer thereof has made to LGS and which by its terms specifically extends to BUYER.
11. **Indemnity:** BUYER agrees to save and hold LGS harmless of and from any and all, liability for the System, including attorney's fees and costs of defense, after delivery to BUYER by LGS, installation by BUYER, and use by City, or other entity, as installed.
12. **Jurisdiction and Venue:** Any questions, claims, disputes or litigation, arising from or related to BUYER'S Purchase Order shall be held in Sonoma County and governed by the laws of California without regard to the principles of conflicts of law. Any and all disputes arising between the parties shall be resolved in the following order: 1) By good faith, negotiations between the representatives of LGS and BUYER, who have authority to fully and finally resolve the dispute; 2) If necessary, by non-binding arbitration in Sonoma County, California. The arbitration will comply with, and be governed by, the provisions of the California Arbitration Act, sections 1280 through 1294.2, of the California code of Civil Procedure; 3) The parties will each appoint one person to select a third impartial arbitrator to hear and decide the dispute. The cost of arbitration will be borne in proportion the arbitrator shall determine. The prevailing party in any proceeding shall be entitled to recover attorney's fees and costs therein incurred.
13. **Validity:** If any provision of this Agreement shall be held to be invalid, or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
14. **Credit Terms** - PLEASE CALL FOR SPECIAL TERMS DIFFERENT FROM NOTE 6.
15. **Finance Charges:** Accounts delinquent 30 days or more will incur a finance charge of 10% per annum.
16. **Freight:** All prices are F.O.B. Santa Rosa, CA. Routing and means of transportation will be "Best Way" (transportation carrier may be arranged by LGS).
17. **Minimum Order:** The minimum acceptable order is twenty-five hundred dollars (\$2500.00) list price, except for replacement parts at one hundred fifty dollars (\$150.00).
18. **Quotations:** All quotations, bids, contracts, & orders, are subject to a final written approval or acceptance and acknowledgement by LGS. Quotations will be firm for 30 days from date of submission by LGS.
19. **Cancellation Charges:** All acknowledged orders are subject to a cancellation charge of up to the price of the goods.
20. **Estimated Delivery Dates:** Delivery: Ten - twelve (10 -12) weeks ARO (after receipt of written order) however, LGS shall not be liable in any respect for failure or delay in the fulfillment, or performance, of this contract if hindered or prevented, directly or indirectly, by war, conditions of wars, acts of enemies, national emergency, sabotage, revolution or other disorders; inadequate transportation facilities; inability to secure raw materials or supplies, fuel, or power; fire, flood, windstorm, earthquakes or other acts of God; strikes, lockouts, or other labor disputes; orders or acts of any government or governmental agency or authority; interference by Civil or military authority, or any cause of like or different kind beyond the reasonable control of LGS.
21. **Workmanship:** All work by LGS to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the System as described herein is strictly prohibited unless specifically authorized by LGS in writing in advance thereof. Such authorized alteration or deviation will be executed only upon prior written orders and will become an extra charge over and above this formal quotation. LGS shall not be responsible for any delays due to alterations, deviations, strikes, acts of God, or other circumstances beyond the control of LGS. LGS reserves the right to substitute components in the System it deems comparable due to unavailability or unexpected delays in receipt of components from LGS vendors. LGS reserves the right to change without notice, details or specifications in product design. Product use certifies agreement to LGS terms and conditions.
22. **Solar Powered Systems:** These are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.)

Recommended Smart Crosswalk™ System Layout

Country Wine Road & Chardonnay Avenue

Prosser, Washington

The "Zone of Convergence" refers to the area in the traffic lanes where **focalized lenses direct narrow fan shaped light beams from the LED signal head modules to merge.** This "Zone" is typically located 200 - 400 feet from the crosswalk zone and is determined by the posted speed limit. The "Zone" is configured to give the driver adequate time to react to the presence of pedestrians and/or bicyclists in the crosswalk. During installation the signal heads must be properly positioned correctly to achieve this desired zone.

Zone of Convergence

Zone of Convergence



Smart Crosswalk™ Components

- Signal Light Model 9X with 10" Base
- ◆ LED Enhanced Pedestrian Crossing Signage
- Automatic Activation Bollard with Infrared Light Beam Technology

**CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____**

AN ORDINANCE DECLARING AN EMERGENCY AND AMENDING THE 2015 BUDGET TO ESTABLISHING A WINE COUNTRY ROAD CROSSWALK PROJECT FUND NO. 306. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, It has been determined by City Council that an illuminated crosswalk located on Wine Country Road and Chardonnay Avenue would be of benefit to the community; and

WHEREAS, funding will be derived from \$15,000 in mitigation payments, community donations, and city contributions; and

WHEREAS, pursuant to RCW 35A.33.090 , a public emergency exists which could not have been reasonably foreseen at the time of the filing of the 2015 Budget which requires the receipt and expenditure of money not provided for in the annual budget and is not one of the emergencies specifically enumerated in RCW 34A.33.080; and

WHEREAS, the facts constituting an emergency are enumerated as follows:

1. The adopted 2015 budget was an estimate of revenues and expenditures; and
2. This project was not anticipated at the time the budget was prepared; and
3. Prudent fiscal management requires immediate amendment of the budget; and
4. It is in the best interest of the city of Prosser to amend the budget; and

WHEREAS, It is therefore prudent to establish a fund to accurately monitor and account for these funds; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. There is hereby established Fund No. 306 (Wine Country Road Crosswalk Project Fund) for the purpose of tracking revenues and expenditures related to the project.

Section 2. The 2015 Budget is hereby amended as follows:

Fund #	Fund Name	Beginning Balance	Cash	Revenue	Appropriation
306	Wine Country Road Crosswalk	0		\$30,000	\$30,000

Section 3. The Finance Director is hereby authorized to close this fund when it is deemed to be no longer necessary and in the best interest of the City. Additionally, the Finance Director

is authorized to make transfers, inter-fund loans, and other transactions necessary in order to carry out the intent of this ordinance and amendment.

Section 4. The Finance Director is hereby authorized to make all adjustments to the City's Budget to accomplish the purposes of this Ordinance in accordance with RCW Chapter 35A.33.090 and in accordance with the BARS Manual.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, clause, or phrase be held unconstitutional or invalid.

Section 6. An emergency is declared to exist and the recitals set forth above are hereby adopted as findings in support of such emergency.

Section 7. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

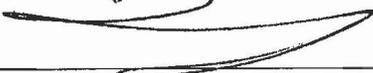
PASSED by the City Council and **APPROVED** by the Mayor, this ____ day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE DECLARING AN EMERGENCY AND AMENDING THE 2015 BUDGET TO ESTABLISHING A WINE COUNTRY ROAD CROSSWALK PROJECT FUND NO. 306. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDING FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW