SECTION 6

STREET LIGHTING

6.1 INTRODUCTION. All street lights erected within the city, whether in a public street, easement, subdivision, or in any building project requiring street improvements, shall conform to the standards covered in this section of these specifications. All work and materials shall be in conformance with the latest edition of the "City of St. George Underground Power Construction Standards and Specifications".

6.2 STREETLIGHT POLE. All street lighting and other lighting shall conform to the latest edition of the St. George City Policy number 5.6 entitled, "Street Lights and Yard Lights." This policy is available from the City Water and Power Department. A copy of the policy dated January 13, 1987 with latest revision date of September 3, 1998, is included in Section 6.3 for reference only. Prior to using this policy it is required that the user contact the Water and Power Department to be certain that the most current edition is being used.

6.3 POLICY NUMBER 5.6 "Street Lights and Yard Lights". See following pages.

POLICY NO.: 5.6**APPROVED BY**: City Council

EFFECTIVE DATE: 01/13/87**METHOD OF APPROVAL:** Water & PowerRevised 01/25/94Staff and Board recommended to City CouncilRevised 12/24/96Revised 09/03/98

<u>POLICY</u>: It is the policy of the City that all street lights erected in the City shall adhere to the following:

<u>**PURPOSE AND OBJECTIVE</u>**: To ensure street lights are installed according to uniform construction guidelines and equipment specifications.</u>

PROCEDURES AND RESPONSIBILITIES:

1. <u>Term</u>. This policy or specification will be reviewed and reevaluated for costs on a three-year basis.

2. <u>Standard Lights and Equipment</u>. The lights shall be mounted on an aluminum or galvanized steel, single member arm pole designed to withstand 100 mile per hour wind (certified). All poles shall have an access hole at or near the base for access to the wiring. The overhang shall not exceed 25% of the mounting height. The following is the guideline to be used for plat preparation:

	Road Right <u>Of Way Width</u>	Mounting <u>Height</u>	Lamp <u>Wattage</u>	Pole Spacing
Only Historical	25-50'	16'	150	220' - 250'
	25-50'	35'	250	300' - 350'
	51-62'	40'	250	250' - 300'
	63-72'	40'	400	250' - 300'

This may be subject to change as determined by the Power Department Inspector as per any safety requirements or instructions. All arms shall be 2 3/4" O.D. (2" pipe) laminar mounting. All poles shall be anchor base poles and the foundation design shall be adequate for the length of pole, the arm that's being installed, the soil conditions and the 100 mile per hour winds. (As determined by the Utility Engineer.) All luminaries shall be 120 volt High Pressure Sodium Lamps with photo control. They will be

A. <u>Photo Cell</u>

Fisher Price Model # 7790B-SSS-105-285-VAC

Fixture

Cooper Lighting Model OVD # 24-S-W-W-3-F-H4

Lamp

Sylvania Item #67572-LU250/Plus/ECO 250 Watt 67312-LU400/Plus/ECO 400 Watt

If a residential subdivision or project has a 50' wide or less roadway right-of-way and would like a more aesthetic historical light, they may order the following:

B. <u>HADCO</u>

-	Historical 14 foot spun alum pole with base		
	(verde green)	# (P-2060-G-14')	
-	Light Fixture	# (S5451-F-G-PC)	
-	Lights	# (HPS 150 Med E17D) Mogul Base	

This specification will be evaluated on an "as equal" basis.

The corresponding foundation base is found in the Water & Power Department Underground Construction manual. The spacing of these lights will be designed by the Water & Power Department staff.

3. If a residential subdivision or project has 50' wide or less roadway and would like a more aesthetic decorative square light, they may order the following:

Cooper Utility Lighting

Pole: SSS6X35S-F-M-G - Bronze SSS6X35S-Y-M-G - Black

Fixture: RCL25-S-H-W-2D-4 250 Watt RCL40-S-H-W-2D-4 400 Watt

Lamp and Photo Cell: Same as standard Cobra Head Light

There will be no substitutes to the above specifications without Power Department Engineer's approval.

3. <u>Non-Standard Street Lights</u>. Where a developer has been allowed to install nonstandard street lights in a subdivision prior to the adoption of this policy, he may continue to do so in that subdivision provided a high-pressure sodium lamp is used. A homeowners' association or other responsible party may install non-standard street lights in a neighborhood provided they use highpressure sodium lamps. Even though a high pressure sodium lamp is used, the City will not maintain these street lights due to non-conformity. Substandard street lights currently not maintained by the City are as follows:

> All DEREA area lights All private PUD's including Man O War Bridge Springtree Apartments The Ridge (PUD) Sports Village Road in Green Valley Sunbrook SID, Road and corresponding subdivision (light only) Green Valley Phase 4 Any other private PUD lights

Further, any non-standard street light system must be approved by the Community Development Director to insure that public safety and planning concerns are considered. Power shall be provided to non-standard street lights by the City at no cost to the association or developer. The above will be updated periodically by the Power Department.

4. <u>Installation</u>. Standard street lights shall be installed at the owner/developer's expense in all new subdivisions or projects. Standard lights may be installed in existing neighborhoods upon the execution by responsible parties of the Street Light Installment Agreement which is a part of this policy. The design and cost of the street light will be determined by the City and incorporated into the said Agreement. Customers requesting street light installation will be required to meet with the Water and Power staff during a regularly scheduled planning meeting in order to discuss details and procedures. Maintenance and lamps as well as power will be supplied by the City at no cost to standard street lights installed in accordance herewith. An executed Street Light Installment Agreement will be recorded with the County Recorder whenever appropriate. All new street lights installed in the Dixie Escalante REA service area will not be maintained by the City of St. George Power Department, but will be maintained by the DEREA and a \$12/month fee per light will be billed to Public Works.

If the Mayor, City Council, or City Manager feel a street light should be installed at City expense for safety or other reasonable public consideration, the Power Department will install the street light(s) as directed and according to this policy. The cost of the street light(s) will be billed to the General Fund of the City at cost.

5. <u>Yard Lights</u>. The City will install lights on existing poles for the illumination of yards or other private areas at a cost of \$75.00 for installation and \$12.00 per month plus tax for maintenance. Yard lights must be kept in service for no less than two years. If it is necessary for a pole/power service to be installed, the actual cost thereof will be paid by the person requesting the

light in lieu of the \$75 installation charge. It will be the City's responsibility to repair or replace any yard lights under this agreement. It will be the customer's responsibility to inform the Utility Office of any non-operational yard lights. Monthly maintenance charges shall be subject to adjustment by mutual written agreement between the City and the customer.

Yard lights shall not be metered, but landscaping components or other lights that are considered substandard for purposes of this section shall not be considered to be yard lights and shall be within the service measured by the property owner's private meter.

STREET LIGHT INSTALLATION AGREEMENT

NOTE: Contact City Water and Power Department for current agreement

AGREEMENT made as of the __ day of _____, 19_, between the City of St. George, herein referred to as the "City", and ______, St. George, Utah, herein referred to as the "Property Owner", wherein it is agreed that the best interests of the City and the Property Owner will be served by the installation of one or more street lights in the Property Owner's neighborhood.

In consideration of the installation by the City of that street lighting described on Exhibit "A", attached hereto and made a part hereof, the undersigned property owner does agree to pay the sum of \$______ as his prorata portion of the cost thereof, such amount payable in three equal annual installments of \$______ each, without interest, until paid in full.

The Property Owner agrees that in the event of a default in the payment of any installment when due, the City shall be entitled to charge and the Property Owner shall pay interest on the entire balance owing at the rate of 18% per annum, and the City shall have the right to accelerate the entire remaining balance and declare the same immediately due and payable in the event of such default. In the event suit is commenced to collect any delinquent amount hereunder, the Property Owner does agree to pay reasonable attorney's fees in connection therewith. The first installment shall be due on the first day of the month following completion of the installation, and on the first day of that same month each year thereafter. The payment of installments shall be made at the City Office Building on or before the date they are due, and annual notice from the City of the due date of such installments is hereby waived.

The Property Owner agrees to provide rights-of-way, if any are needed over or across property owned by the undersigned for the purpose of such installation. He does further agree that in the event of a sale of the property within the area described on Exhibit "A" and affected hereby, the successors in interest thereon shall be obligated to make the payments provided hereunder, and this agreement recorded as notice to subsequent purchasers of such obligation.

The engineering required for installation of the street lights shall be provided by the City without cost, and such engineering is therefore not included in the amount for which the Property Owner agrees to pay. Electricity to illuminate the street lights and long term maintenance and repair of the lighting system shall be the responsibility of the City.

The undersigned Property Owner has read and understands the terms of this agreement and upon installation of the lighting provided for herein, he/she and all successors shall be obligated hereunder, and any other verbal agreement of any type between the parties is merged into this agreement.

Upon payment in full of all amounts owing hereunder, this agreement shall become null and void, and the City shall record a release hereof upon request.

DATED on the day and year first above written.

	Property Owner	
	Street	
	City	
STATE OF UTAH County of Washington)) SS.	
SUBSCRIBED AND SWORN to before me this day of, 19		
	Notary Public	

My commission expires:

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