

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: August 3, 2016	Department: Public Works
Meeting Date: August 16, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow (Consent)

Subject:

Approval of a Street Light Agreement with Rocky Mountain Power for the Deer Trail Subdivision

Background/Alternatives:

Rocky Mountain Power installs and maintains street lights in many areas of the City. This Street Light Agreement is for the installation of new street lights in the Deer Trail Subdivision. The Agreement is between the City of Green River and Rocky Mountain Power, but the developer pays the fee for the installation of the street lights required for their development. In this case, the fee is \$7,539 for the installation of five street lights.

The Agreement covers the ongoing electrical service and maintenance for the lights. The City currently pays for the electrical service to public street lights, and these new lights will be added to the City's existing inventory. The Agreement also provides that Rocky Mountain Power will maintain the street lights.

Attachments:

Street Light Agreement, Street Light Location Exhibit

Fiscal Impact:

Neutral – The cost to install the street lights is reimbursed by the developer.

Staff Impact:

Minimal

Legal Review:

Standard Street Light Agreement

Suggested Motion:

"I move to authorize the Mayor to sign the Street Light Agreement with Rocky Mountain Power for the installation of street lights for the Deer Trail Subdivision."

July 21, 2016

City of Green River
C/o Randy Koloff
50 E 2nd North St
Green River, WY 82935

Hello Randy,

Enclosed for your review and handling are two copies of the Street Light Agreement, construction map and invoice for the 5-100W HPS street lights to be installed for the Deer Trail Subdivision off Upland Way (Buck Drive) and Fall View Circle in Green River Wyoming.

Secondary conduit will need to be installed to serve the light poles as shown on the construction map. Please have the contractor contact me at 352.5207 to verify the conduit installation.

Please sign the Street Light Agreement and return it with the required advance at your earliest convenience to Rocky Mountain Power 415 N. Street in Rock Springs, Wyoming.

Sincerely,



Kyle Graham
Estimator
Rocky Mountain Power
Rock Springs Wyoming District



Rock Springs District
 415 N St.
 Rock Springs, WY 82901

PRO FROMA INVOICE

Name: City of Green River
 C/O: Randy Koloff
 Address: 50 East 2nd North St.
 City: Green River State WY ZIP 82935

Date: 4/25/2012
 Request #: 006210448
 WO #: 06210448
 Employee: K. Graham

Qty	Description	Unit Price	TOTAL
1	To install five 100W HPS street light assemblies for the Deer Trail residential subdivision located off Upland way on Buck Drive and Fall View Circle in Green River Wyoming. Three of the lights will be installed on new 35' Wood poles and two lights will be installed on the new primary poles that will serve the subdivision.	\$ 7,539.00	\$ 7,539.00
TOTAL			\$ 7,539.00

TOTAL \$ 7,539.00

Office Use Only

INVOICE COST ARE VALID FOR ONLY 90 DAYS FROM INVOICE DATE! PLEASE REMIT PAYMENT TO ADDRESS AT TOP OF INVOICE

W.O. # 06210448
Site # 833210623 014

**STREET LIGHTING AGREEMENT
Company Owned System**

THIS STREET LIGHTING AGREEMENT ("this Agreement") MADE BY AND BETWEEN City of Green River, Wyoming ("Customer") in Sweetwater County, State of Wyoming and Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), wherein Customer agrees to pay for street lighting service and Company agrees to install, maintain and operate street lighting facilities at those locations listed and described herein under the terms and conditions of rate schedule 11 or any effective superseding rate schedule filed with the Wyoming Public Service Commission. This Agreement shall be subject to the Company's electric service regulations, copies of which are available at the Company's offices and on the PacifiCorp web page.

Said service shall be furnished as soon as practicable after the date hereof, by Company-owned streetlights specified as follows:

- Listed Below.
- Listed on Exhibit "A", attached hereto and by this reference made a part hereof.

Location	Pole #	Light Type	Watts
1. SW corner lot 4 Buck Drive/Upland Way	345910	HPS	100
2. NW corner lot 2 Buck Drive	346911	HPS	100
3. SW corner of lot 9 Buck Drive	346910	HPS	100
4. NW corner of lot 14 Fall View Cr.	347900	HPS	100
5. SW corner of lot 16 Fall View CR.	347901	HPS	100
6.			
7.			

Company will furnish street lighting service, as shown on the attached sketch, at the Company's regularly filed rate, provided the Customer provides and installs trenching, conduit, back fill, bedding material, site restoration and rights-of-way acceptable to the Company. All requirements shall meet the Company's specifications, and includes all work, including trench and conduit, on and off the Customer's property, beginning at the Company's existing facilities. In addition to these requirements, the Company will install standard metal poles provided the Customer supplies an installs any necessary concrete bases per Company specifications. Company's responsibilities and obligations hereunder with respect to the operation and maintenance of the street lighting service shall be limited to those set forth in the applicable rate schedule of the Company's Wyoming Tariff. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. Company may at any time assign its rights and delegate its obligations under this Agreement to any; affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

The total non-refundable advance is \$7,539.00.

Special Provisions: Developer to install all conduit as shown on attached construction map

City of Green River, Wyoming

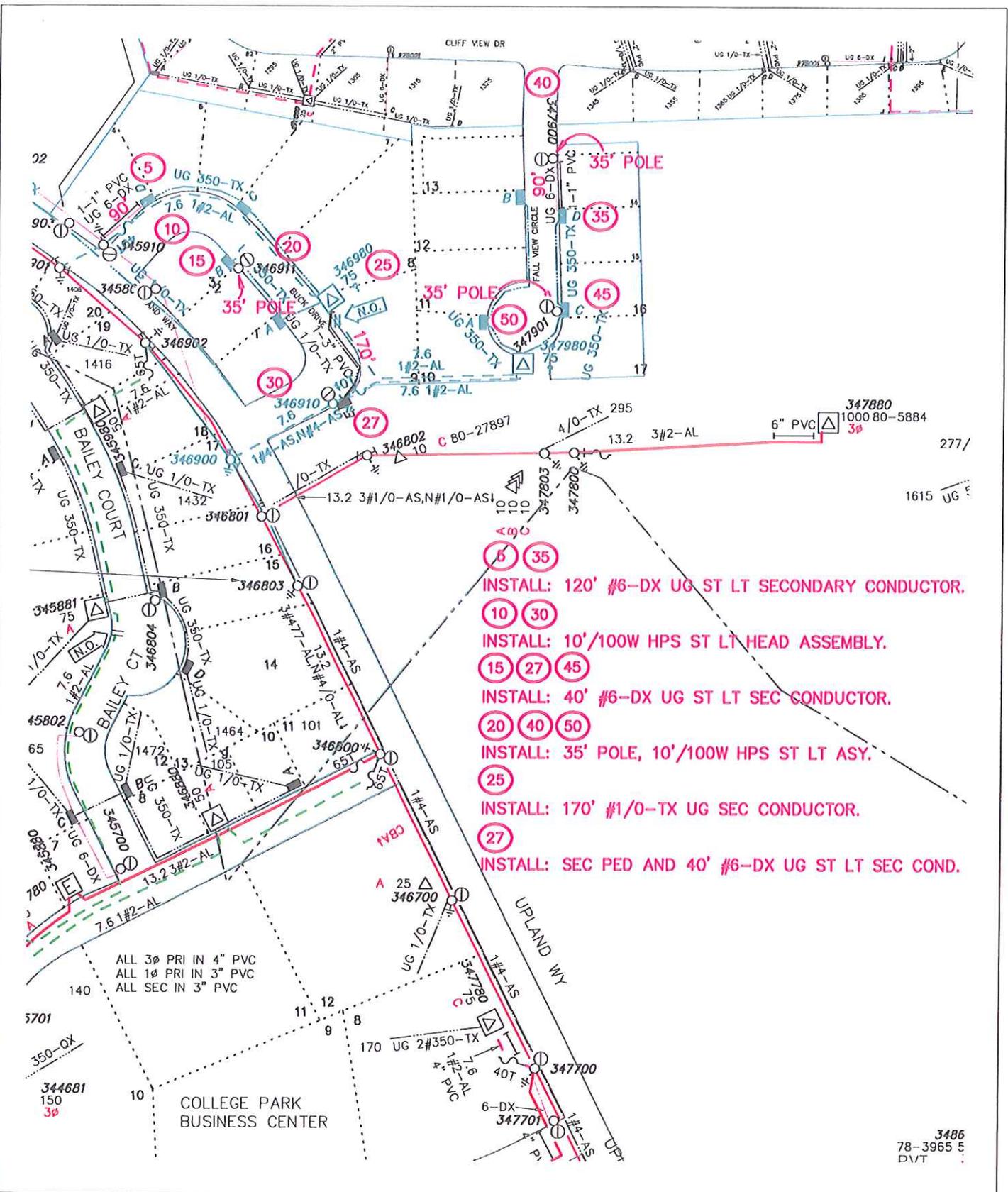
Rocky Mountain Power

Signature

Signature

Date

Date



Foreman		Emp #	Job Start Date
CC#	WO# / REQ#	Map String	Job Comp Date
11301	006210448	05218107.0	
CUSTOMER : City of Green River ADDRESS : About 295 Upland Way Green River, WY		Circuit 5H328	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>



A BERKSHIRE HATHAWAY ENERGY COMPANY



1 OF 1

EST ID# 05995	Print Date 07/21/16	Scale 1=200'
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78-3965 E
DVT