

## **Mt. Shasta Downtown Enhancement Advisory Committee Regular Meeting**

Wednesday, May 26, 2021; 8:30 a.m.

Please note that this meeting is being agendized to allow Committee Members, Staff, and the public to participate in this meeting via ZOOM, pursuant to the Governor’s Executive Order N-29-20. Members of the public may remotely listen to and participate in the meeting via the information below:

<https://us02web.zoom.us/j/81778197779>

Meeting ID: 817 7819 7779

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“Our mission is to maintain the character of our “small town” community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

| <b>Item</b>   |
|---|
| 1. Call to Order and Roll Call  |
| 2. Consent Agenda:<br>a. March 24, 2021 Meeting Minutes   |
| 3. Discussion and Possible Action: Power Box Art Project – Next Steps                               |
| 4. Discussion and Possible Action: Art in Public Places – Large Jade Boulder Proposal (Art Horvath) |
| 5. Parking Lot – Update   |
| 6. Beautification Committee – Update (Parker Plaza, Parking Lot, Workdays)                          |
| 7. Discussion and Possible Action: Bike Racks   |
| 8. Discussion and Possible Action: Store Front Façade Project                                       |
| 9. Discussion and Possible Action: Welcome Sign Project   |
| 10. Discussion and Possible Action: DEAC Recruitment  |

**11. Future Agenda Items: Discussion and Possible Action**

**12. Adjourn**

Availability of Public Records: All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at City Hall located at 305 North Mt. Shasta Blvd., Mt. Shasta, CA at the same time the public records are distributed or made available to the members of the legislative body. Agenda related writings or documents provided to a majority of the legislative body after distribution of the Agenda packet will be available for public review within a separate binder at City Hall at the same time as they are made available to the members of the legislative body.

The City of Mt. Shasta does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk or Deputy City Clerk at least 48 hours prior to the meeting at (530) 926-7510 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

**DOWNTOWN ENHANCEMENT ADVISORY COMMITTEE**

**Regular Meeting Minutes**

**Via Zoom Meeting**

**Wednesday, March 24, 2021, 8:30am**

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**STANDING AGENDA ITEMS**

**1. Call to Order:** Committee Member Messer called the meeting to order at 8:31 a.m.

**2. Roll Call:**

Present: Messer, Bueno, Bruser

**3. Public Comment:** None

**4. Staff and Member Comments/Discussion:**

Parking Lot: Review of Draft

Greg put together budget/timeline/phases; Julianna provide plot drawing/boundaries; Heather research if we can put food trucks in the space from Julianna

Store Fronts: Review Update

Identify, assess and action a pilot; communicate outreach plan; City ordinance - storefronts / letters to owners;

Welcome sign:

Greg to liaise with Jamie from Petals, and send out details of signage to committee; Next steps: Concept sold to City Council, Engineering designed, funding allocated.

Power Box Art:

Status review, Bruce Pope. Continued liaison with Pacific Power regarding contract; Possible take to PUC (governing body) to advance

Beautification Committee:

Greg attending meetings to liaise with them on Parking Lot, or any project that overlaps with DEAC

Chamber of Commerce: Role/Status update

Bruce Pope updated on role/status. Funding to be reinstated to the Chamber June 30. Bruce renegotiating contract with City.

July 4<sup>th</sup> and other events, Christmas/Parade of Lights, all to be determined at next City Council meeting, due to circumstances

Recruitment

Flyer creation – what we do; need 5 members ideally; Greg and Heather to reach out via word of mouth

Siskiyou Revitalization Committee

Greg joined that committee. Common goals with DEAC regarding tourism, business health, etc. Topics: Ford Foundation funding of projects; Electronic VR tours

**16. Future Agenda Items:**

- a. Follow up on Power Boxes
- b. Reassess July 4<sup>th</sup> parade / COVID status
- c. 2045 plan – Julianna presentation, specific to downtown
- d. Discussion Regarding Beautification Committee meeting
- e. City wide 'Art in Public Places' / recommendation to buy Jade landmark item

**12. Adjourn:** 9:35 a.m.

## CITY ART WRAPS AGREEMENT

**Parties:** This City Art Wraps Agreement (Agreement) is made and entered into by and between the City \_\_\_\_\_ (City) and PacifiCorp, dba, Pacific Power (PAC).

**Purpose:** The purpose of this Agreement is to establish the parameters for installation, maintenance and removal of artistic applications selected by the City and to be placed on certain transformers and utility boxes (“Box” or “Boxes”) owned by PAC and located within City.

**Boxes in Franchise, PAC or City Lands:** This Agreement to permit the installation of artistic impressions (“Wraps”) is limited to those Boxes that are located on real estate that is owned in fee simple by PAC, in City franchise ROWs, or on City property to which the City has the authority to allow such applications.

**Boxes on other Lands:** This Agreement does not permit the installation of Wraps on Boxes that are located on private or other land and to which PAC holds only an easement interest. If the City desires to install a Wrap on a Box that is located on such other lands then the City shall secure written and recordable supplemental rights from the private or other owner of such lands to PAC’s satisfaction and prior to any installation of Wraps.

**Wraps:** A Wrap shall be the application to a Box of an adhesive and weather-resistant material to affix an artistic impression upon such Box for the general enjoyment of the community.

**Agreement Term:** This Agreement is effective on the date that it is signed by the respective authorized parties. This Agreement shall remain in effect until terminated, modified or amended in writing by either party. Termination of this Agreement, with or without cause, shall occur on the 10th business-day following issuance of written notice from either party.

**Selection of Art:** The City will establish a process that will govern the, review, selection, approval and documentation of Wraps. City agrees to acquire appropriate art, which is non-offense in nature; does not advertise or promote a specific business, political party or agenda; does not promote a specific religion; and is consistent with adopted City policies.

**PAC Approval Authority:** PAC shall be consulted during the City evaluation process and prior to any Wrap installation. PAC may deny any intended Wrap for any reason.

**PAC Logo:** At PAC’s election any Wrap may be made to include a PAC-approved company logo in a size identified by PAC and representing the Pacific Power business name and logo of the company. Such logos will be provided by PAC in digital format.

### **Installation and Maintenance Terms; Removal:**

- City agrees to fund, install and maintain Wraps approved the PAC and placed by City on Boxes.
- City shall notify PAC in writing prior to any installation of the City's intent to install a Wrap on a particular Box or Boxes. City shall provide PAC high-resolution digital copies of the images proposed for installation as a Wrap. No installation shall occur prior to PAC's specific written approval in response to the proposal.
- **The wrap will not cover the safety signs or equipment identification on the box. The wrap shall not be installed where it will prevent the operation of the box. This includes but is not limited to door opening, handle operation and security locking mechanism. The wrap will not be installed on the radiator of the transformer or venting on other equipment.**
- City agrees to utilize only the outside of the box and shall not access the internal mechanisms of the box.
- City shall replace or remove damaged or stolen or weathered wraps at City's cost, and repair damage caused to the exterior of the box, if it is related to installation of the Wrap. City shall replace or remove Wraps within fifteen (15) business days of the date such damage, loss or condition is reported to the City. If, following damage to a Wrap or otherwise, the City elects not to replace the Wrap then the City shall restore the Box to a clean condition and to the paint specifications indicated by PAC.
- PAC shall have no responsibility for damage to or the loss of a Wrap due to the removal, relocation or replacement of a Box.
- PAC reserves the right to remove Wraps from any of its Boxes at any time and for any reason without notice to the City. PAC may seek the removal of any Wrap installed and restoration of the Box by providing written notice to the City. The City shall remove the Wrap and restore the Box to original condition within sixty (60) days of receipt of such notice. If City cannot or does not remove the Wrap and restore the Box following such notice and within the time prescribed under this section then PAC may remove the Wrap and restore the Box and the City shall pay PAC for all costs associated with such removal and restoration.

**Damages:** If the Wrap causes damage to the utility equipment and results in fault or failure or any kind or duration, the City is responsible for the replacement of the equipment and any consequential damages. This includes any damages to the protective properties of the paint on the box and to customers served by the equipment.

**Copyright Indemnity:** The City shall be fully responsible to the holder of any copyright to images on the Wraps and shall fully indemnify PAC against any claims made in association with copyright to the fullest extent permitted under the laws of the State of \_\_\_\_\_.

**General Indemnity:** To the fullest extent permitted under the laws of the State of \_\_\_\_\_, the City releases, holds harmless and indemnifies and agrees to defend PAC against any and all claims made that are associated with the installation, maintenance, or removal of Wraps on Boxes under this Agreement unless such claims are the direct result of the gross negligence or willful misconduct of PAC.

**Franchise Agreement:** This Agreement is independent of any Franchise Agreement that may exist between City and PAC and no terms within any such Franchise Agreement shall be made applicable to this Agreement.

**Jury Trial Waiver.** 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, OR TO REQUEST THE CONSOLIDATION OF, 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.

DATED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City

\_\_\_\_\_  
Pacific Power